MONICA NINO
County Administrator

J. MARK MYLES
County Counsel

RACHÉL DeBORD
Clerk of the Board

Board of Supervisors
San Joaquin County

KATHERINE M. MILLER
Chair
Second District

TOM PATTI
Vice-Chair
Third District

MIGUEL VILLAPUDUA
First District

CHUCK WINN
Fourth District

BOB ELLIOTT
Fifth District

Amended Agenda

BOARD CHAMBERS, SAN JOAQUIN COUNTY ADMINISTRATION BUILDING
44 N. SAN JOAQUIN STREET, 6TH FLOOR, STOCKTON, CA
TUESDAY, MARCH 24, 2020
9:00 AM

Effective immediately and while social distancing measures are imposed, Board chambers will be closed to the public during the San Joaquin County Board of Supervisors meetings.

The following alternatives are available to members of the public to watch these meetings and provide comments to the Board before and during the meeting:

WATCH

Live stream of the Board of Supervisors meetings at http://sanjoaquincountyca.iqm2.com/Citizens/default.aspx or https://www.youtube.com/channel/UCw9ExATz2VnZjbntMMA_Anw

PUBLIC COMMENT

Public Comments, limited to 250 words or less, may be submitted by sending an email to cobrecords@sjgov.org. **Please no personal attacks.**

Every effort will be made to read all comments received into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the official record on file with the Clerk of the Board if received prior to the end of the meeting.

Comments made on Youtube are not considered part of the official record and will not be shared with the Board.

If you need disability-related modification or accommodation in order to participate in this meeting, please contact the Clerk of the Board of Supervisors at (209) 468-2350 at least 48 hours prior to the start of the meeting.

Commencement of Meeting
A Moment of Silence
Pledge of Allegiance
Roll Call

RECOGNITIONS/PRESENTATIONS

1. BOS - Recognition of Retiring Chief Probation Officer Stephanie James.

2. BOS - Recognition of Retiring Interim Environmental Health Director Kasey Foley.

PUBLIC COMMENT/CONSENT ITEMS

Public Comments, limited to 250 words or less, may be submitted by sending an email to cobrecords@sjgov.org. **Please no personal attacks.**

MINUTES

There are no minutes for approval this date.

APPOINTMENTS TO BOARDS AND COMMISSIONS

There are no appointments for approval this date.

CONSENT ITEMS # 1 - 29

CONSENT - GENERAL GOVERNMENT

1. AGCOMM - Retroactive Approval of Agreement No. 19-0737-023-SF With the California Department of Food and Agriculture for the Asian Citrus Psyllid Program for the Period of October 1, 2019, Through September 30, 2020, for an Amount Not to Exceed $166,964 and Related Budget Adjustments. **(4/5ths Vote Required)**

2. AIR - Approval to Use Measure K Funding for Urgent Repairs to Taxiway D and Authorize the Approval of the Job Order Contract With the Department of Public Works and Approval of Related Budget Appropriations With Estimated Revenue Increases in the Amount of $75,427 and $1,000, Respectively. **(4/5ths Vote Required)**

3. BOS - Receive and Refer all Board Communications as Outlined on the Communications Distribution Listing.

4. CAO - Approve and Authorize an Agreement for Property Tax Allocation Upon Annexation Between the County of San Joaquin and the City of Tracy for the Period of April 1, 2020 to July 31, 2026.

5. CC - Approve Settlement of Legal Action Entitled David Marquez v. County of San Joaquin, et al.: San Joaquin Superior Court Case No. STK-CV-UPI-2018-2548 in the Amount of $150,000.

6. CDD - Approval of an Agreement With Dyett & Bhatia Urban and Regional Planners for the Development Title Update and 2035 General Plan Revisions Through June 2021 in the Amount of $641,410 and Authorize the Community Development Director to Approve Change Orders up to $64,141 for a Total Not-To-Exceed $705,551. (All Districts)

7. CDD - Adopt a Resolution Amending Departmental Position Allocation Listing for the Community Development Department by Assigning and Allocating One Fire Prevention Inspector (RP6035) and Deleting One Senior Planner (RE4002) Allocation Effective March 30, 2020.

8. HR - Implement Classification Project #2019-016 by Reallocating One Position to a Departmental Personnel Analyst in the Behavioral Health Services Administration Budget Effective March 30, 2020.

9. HR - Implement Classification Project #2018-007 by Creating and Assigning the Class of Fire Prevention Inspector (RP6035) to the Salary Assignment Listing Effective March 30, 2020.

10. HR - Amend the Annual Base Salary Assignment for the Job Classes of Director of Environmental Health Services (HA1200) and Assistant Director of Environmental Health Services (EA2300) Effective March 30, 2020.

11. TTC - Adopt a Resolution Amending Departmental Position Allocation Listing for Treasurer-Tax Collector by Deleting Two Office Assistant Specialist (RO6115) Allocations and Adding Two Accounting Technician I (RO3011) Allocations. – **As Amended**

CONSENT - HEALTH AND HUMAN SERVICES

12. BHS - Approval of Amendment A02 to the Multi-Year Agreement for the Drug Medi-Cal Organized Delivery System #17-94098 for Substance Use Disorder Services With the State Department of Health Care Services for the Period of June 29, 2018 Through June 30, 2020, for a Total Cost of $61,040,238.

13. EMS - Approval of Agreement Re-Designating St. Joseph's Medical Center as a STEMI Receiving Center for the Period April 1, 2020 Through March 31, 2023.

14. EMS - Approval of Agreement Re-Designating Dameron Hospital Association as a STEMI Receiving Center for the Period April 1, 2020 Through March 31, 2023.

15. HSA - Approval of Amendment No. 1 to the 2020 Low-Income Home Energy Assistance Program Agreement No. 20B-2032 With the California Department of Community Services and Development to Increase Total Funding From $2,316,974 to $4,007,901 Through June 30, 2021.

16. HSA - Retroactive Approval of Agreement With California Department of Social Services to Provide Legal Consultation and Representation in Administrative Action Appeals Associated With the Resource Family Approval Program From July 1, 2019 Through June 30, 2021.

17. HSA - Approval of Amendments to Aging Services Agreements With the Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio), Jene Wah, Inc., LOEL Foundation, Inc., and University of the Pacific to Increase Total Funding From $288,585 to $331,745 Through June 30, 2020.

18. HSA - Approval of Second Amendment to First 5 San Joaquin Children and Families Commission Agreement With Runyon Saltzman, Inc. to Utilize Unspent Funds From San Joaquin Treatment Education for Everyone on Teeth Health (SJ TEETH) and Raising Quality! Improve and Maximize Program so All Children Thrive (IMPACT) and Increase Total Funding From $513,328 to $638,328 Through June 30, 2020.

19. HSA - Approve Amended Bylaws of the San Joaquin County Commission on Aging.

20. HSA - Retroactive Approval of the Dignity at Home Fall Prevention Program Agreement No. FP-1920-11 With the California Department of Aging for $143,750 From February 1, 2020 Through June 30, 2021.

21. HSA - Adoption of Resolution Authorizing San Joaquin County Human Services Agency's Applications to the California Department of Housing and Community Development for a Transitional Housing Program Allocation of $145,600 and a Housing Navigator Program Allocation of $148,385 From July 1, 2020 Through June 30, 2022, and Authorizing Acceptance of the Allocations and Execution of Agreement Documents.

CONSENT - LAW & JUSTICE

22. SO - Approve Agreement to Provide Our Lady of Fatima Society Law Enforcement Services for Various Events April Through October 2020. (4th District)

CONSENT - PUBLIC WORKS

23. PW - Approval of the 2019-2020 Transportation Development Act Claim for Bicycle and Pedestrian Ways and Streets and Roads in the Amount of $1,160,561. (All Districts)

24. PW - Approve Consulting Engineering Services Agreement With Nichols Consulting Engineers, CHTD., in the Amount of $170,961 for the Howard Road Erosion Control. (1st District)

25. PW - Approval and Adoption of Plans and Specifications for the Sidewalk Accessibility Improvements 2019-2020 and **Setting a Bid Opening Date of April 16, 2020, at 1:30 P.M.** (2nd, 4th and 5th Districts)

26. PW - Authorize the Director of Public Works to Commit to Financial and Legal Obligations Associated With Receipt of a Watersmart Grant. (4th District)

27. PW - Introduce and Waive Reading of an Ordinance Providing for No Parking Zones on Portions of B Street. **(Said Ordinance to be Adopted April 7, 2020)** (1st District)

28. PW - Introduce and Waive Reading of an Ordinance Providing for No Parking Zones on Portions of Section Avenue and Oro Avenue.
(Said Ordinance to be Adopted April 7, 2020) (1st District)

29. PW - Approval of Final Map of Tract No. 3670 "Mountain House, Neighborhood "D", Unit No. 2 and 4", Located North of Grant Line Road, West of Mountain House Parkway. (5th District)

IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

CONSENT

1. IHSS - Adoption of Memorandum of Understanding Between San Joaquin County In-Home Supportive Services Public Authority and Service Employees International Union Local 2015 Bargaining Unit, Approval of the Modified Public Authority Rate Application, Approval of the Revised Public Authority Budget and Related Budget. Adjustments **(4/5ths Vote Required)** (Action Required by the Board of Supervisors and the IHSS Public Authority Governing Board of Directors)

SAN JOAQUIN COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

CONSENT

1. PW - Approve an Amendment to Independent Contractor Agreement No. 44315-3 With Peterson Brustad, Inc., for On-Call Engineering Services to Increase the Contract Amount to a Maximum of $300,000 for Fiscal Year 2019-2020. (All Districts)

DISCUSSION

DISCUSSION - GENERAL GOVERNMENT

1. GEN/SER - Approve the Proclamation of Local Emergency for COVID-19.

2. CC - Adopt a Resolution Exercising the Police Powers of the County of San Joaquin to Impose Substantive Limitation on Residential and Commercial Evictions.

DISCUSSION - HEALTH & HUMAN SERVICES

3. ENV/HEALTH - Accept the Report on Microenterprise Home Kitchen Operations and Adopt a Resolution to Opt-Out of Microenterprise Home Kitchen Operations in San Joaquin County.

DISCUSSION – PUBLIC WORKS

4. PW - Authorize an Increase in Appropriations of $30,000 for County Service Area 12; $30,000 for County Service Area 16; $150,000 for County Service Area 44 and $75,000 for Mokelumne Acres Maintenance District. (4th and 5th Districts)
(4/5ths Vote Required)

BOARD OF SUPERVISORS COMMENTS AND COMMITTEE REPORTS

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
California Government Code Section 54957.6

   Agency Negotiator: Monica Nino

   Employee Organizations: SEIU, San Joaquin County Attorneys Association, San Joaquin County Correctional Officers Association, SEIU Local 2015, San Joaquin County Management Association, San Joaquin District Attorney Investigators Association, Union of American Physicians and Dentists, San Joaquin County Probation Officers Association, California Nurses Association, San Joaquin County Law Enforcement Management Association, San Joaquin Deputy Sheriffs Association, Sheriff Deputy Sergeant Association, and Unrepresented.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
California Government Code Section 54956.8

   Property: Lease, approximately 10 acres located near B Street and cargo ramp at Stockton Metropolitan Airport, APN 177-260-34

   Agency Negotiator: Russell Stark, County of San Joaquin

   Negotiating parties: Amazon.com Services, LLC

   Under negotiation: Lease price and terms

SCHEDULED AFTERNOON ITEMS

There are no afternoon items scheduled for this date.

ADJOURN TO TUESDAY, APRIL 7, 2020 AT 9:00 A.M.

Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact the Clerk of the Board of Supervisors at (209) 468-2350 at least 48 hours prior to the start of the meeting. Government Code Section 54954.2(a).

Materials related to an item on this agenda submitted to the Board of Supervisors after distribution of the agenda packet are available for public inspection in the Board of Supervisors' Office at 44 N. San Joaquin Street, Suite 627, Stockton, during normal business hours.

SAN JOAQUIN COUNTY
Greatness grows here.

OFFICE OF THE
AGRICULTURAL
COMMISSIONER/SEALER

TIM PELICAN
Agricultural Commissioner
Sealer of Weights & Measures

KAMAL BAGRI
Asst. Agricultural Commissioner &
Asst. Sealer of Weights & Measures

March 24, 2020

Board of Supervisors
County Administration Building
Stockton, CA

Dear Board Members:

Retroactive Approval of Agreement No. 19-0737-023-SF With the California Department of Food and Agriculture for the Asian Citrus Psyllid Program for the Period of October 1, 2019, Through September 30, 2020, for an Amount Not to Exceed $166,964 and Related Budget Adjustments
(4/5ths Vote Required)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Retroactively approve Agreement No. 19-0737-023-SF with the County and the California Department of Food and Agriculture for Asian Citrus Psyllid Program Services for the Period of October 1, 2019, through September 30, 2020, for an amount not to exceed $166,964; and

2. Authorize the Chair to sign the agreement.

REASONS FOR RECOMMENDATION:

The Asian Citrus Psyllid (ACP) was first discovered in San Diego County, CA, in August 2008. The ACP, an aphid-like insect, is a serious pest of all citrus and closely related plants because it can transmit the disease Huanglongbing (HLB), also known as citrus greening disease, when it feeds on plant leaves and stems. HLB is the most devastating disease of citrus in the world. HLB infected trees produce inedible fruit and eventually die. Since there is no cure, infected trees must be removed and destroyed to prevent further spread of HLB. On March 30, 2012, the first California occurrence of HLB was confirmed in Los Angeles County. In order to protect California's $1.88 billion citrus industry, the California Department of Food and Agriculture (CDFA) has instituted quarantines in multiple southern California counties regulating the movement of host plant material to prevent the spread of ACP and eradication programs to eliminate known ACP and HLB infestations. To further protect the citrus industry, CDFA is working closely with the United States Department of Agriculture and County Agricultural Commissioners in conducting intensive statewide trapping efforts to determine whether the ACP

has infested any other areas of the state.

On October 10, 2014, ACP detections were confirmed in San Joaquin County within the cities of Manteca and Lodi. Subsequently, quarantine areas were established around these ACP finds restricting the movement of ACP host material. Since 2015, there has been 21 ACP finds throughout the County including the cities of Stockton, Tracy, Manteca, Lodi and Escalon. Due to these ACP finds, CDFA expanded the County's detection trapping efforts from a seasonal program to a year-round program.

In December of 2018, the San Joaquin County's last remaining ACP quarantine area in Tracy was lifted. The counties with no ACP finds within the last calendar year were directed by CDFA to reduce trap density from 25 traps per square mile to the non-quarantine level of 5 traps per square mile. There were no finds of ACP in 2019. As a result, the new agreement is reduced from $184,282.95 in the year 2018-2019 to $166,964 for the current federal fiscal year. This ACP agreement provides County detection trapping services as part of CDFA's intensive statewide trapping effort. The seasonal employees' service ACP traps and their cost is fully supported by this funding agreement. The reimbursement funds recovered under this agreement for overhead costs and the salaries/benefits associated with non-seasonal employees will be utilized by the Department to modify existing workspaces within the Department to better promote productivity and collaboration.

Although the term of the agreement is October 1, 2019, through September 30, 2020, this agreement was not received from CDFA until March 4, 2020.

FISCAL IMPACT:

Total Cost: The ACP agreement totals $166,964, and spans over portions of two fiscal years: $119,063 for 2019-2020 and $47,901 for 2020-2021 and fully offsets all costs associated with the ACP detection and delimitation services to be provided by the County. The funds that will be received in fiscal year 2019-2020 will be added to the 2019-2020 Agricultural Commissioner's Budget. The remaining funding will be included in the Proposed 2020-2021 Agricultural Commissioner's Budget.

Net County Cost: There is no increase in net cost to the County as a result of this action.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Upon approval by your Board and signing by the Chair, the agreement will be returned to CDFA for processing, the Auditor-Controller will make the appropriate budget adjustments, and the Agricultural Commissioner's Office will provide the detection and delimitation services as specified in the agreement.

Sincerely,

Tim Pelican
Agricultural Commissioner

c. County Administrator
County Counsel
County Auditor Controller
Clerk of the board for 3/24/20

Reviewed by County Administrator's Office:

Jolena A Dorris 3/10/2020

Reviewed by County Counsel's Office:

Erin H Sikkila 3/10/2020

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.12/2013)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
19-0737-023-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF SAN JOAQUIN

2. The Agreement Term is: October 1, 2019 through September 30, 2020

3. The maximum amount of this Agreement is: $168,984.00

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	2 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF SAN JOAQUIN

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Katherine M. Miller, Chair

ADDRESS
2101 East Earhart Avenue, Suite 100, Stockton, CA 95206-3949

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

Approved as to Form
J. MARK MYLES
County Counsel
By _____ CJ
Deputy County Counsel

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP20PPQFO000C010
Federal Award Date:	February 10, 2020
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$12,144,701.00
Effective Dates for CDFA:	October 1, 2019 through September 30, 2020
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   The county shall place and service traps for the detection of the Asian Citrus Psyllid to prevent a major threat to the citrus industry in California. Food and Agricultural Code 403, 2276.5, and 2283.

   Project Title: Asian Citrus Psyllid - Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Amelia Hicks	Name:	Tim Pelican
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	COUNTY OF SAN JOAQUIN
Address:	2800 Gateway Oaks Drives	Address:	2101 East Earhart Avenue, Suite 100
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Stockton, CA 95206-3949
Phone:	916-704-5340	Phone:	209-953-6000
Email Address:	amelia.hicks@cdfa.ca.gov	Email Address:	tpelican@sjgov.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Preetika Pratap	Name:	Tim Pelican
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	COUNTY OF SAN JOAQUIN
Address:	2800 Gateway Oaks Drives	Address:	2101 East Earhart Avenue, Suite 100
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Stockton, CA 95206
Phone:	916-403-6630	Phone:	209-953-6000
Email Address:	preetika.pratap@cdfa.ca.gov	Email Address:	stocktonag2@sjgov.org

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	Sharon Hawkins
Organization:	COUNTY OF SAN JOAQUIN
Address:	2101 East Earhart Avenue, Suite 100
City/State/Zip:	Stockton, CA 95206
Phone:	209-953-6000
Email Address:	stocktonag2@sjgov.org

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

4. **RECIPIENT: Please check appropriate box below:**
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**
This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

3. **Governing Law**
This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. **State and Federal Law**
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**
The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**
Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Contractors/Consultants**
The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. **Non-Discrimination Clause**
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

11. **Excise Tax**
The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

12. **Disputes**
The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

13. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. **Force Majeure**
The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. **Suspension of Payments**
Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. **Breach Provisions**
The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. **Publicity and Acknowledgement**
The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. **News Releases/Public Conferences**
The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. **Scope of Work and Budget Changes**
Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. **Reporting Requirements**
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. **Equipment**
The Recipient must comply with applicable federal requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in 2 CFR 200.310 through 200.316.

23. **Closeout**
The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. **Confidential and Public Records**
The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Freedom of Information Act. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. **Property Damage Claims Process**
Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

26. **Amendments**
Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**
   A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

   D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. **Allowable Expenses and Fiscal Documentation**
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

   B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

   C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.

   D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a supplement to Section 925, Department of State Standardized Regulations.

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

   F. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

3. **Prompt Payment Clause**
   Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. **Budget Contingency Clause**
   If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. **Civil Rights**
   The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

   A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
   B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
   C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
   D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
   E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
   F. Executive Order (EO) 11246; and
   G. Americans with Disabilities Act, (PL 101-366).

2. **Labor Standards**
   The Recipient must comply with labor standards pursuant to the following:

   A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
   B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
   C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. **Environmental Standards**
   The Recipient must comply with environmental standards pursuant to the following:

   A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
   B. Notification of violating facilities pursuant to EO 11738;
   C. Protection of wetlands pursuant to EO 11990;
   D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
   E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
   F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
   G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
   H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. **Drug-Free Environment**
   The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. **Restrictions on Lobbying and Political Activities**
   The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. **Officials Not to Benefit**
   The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. **Trafficking in Persons**
   The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

8. **Intergovernmental Review**
The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. **Confidentiality**
The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. **Conservation in Procurement**
The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. **Debarment, Suspension, Criminal or Civil Convictions**
The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. **Crimes and Prohibited Activities**
The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. **Biosafety in Laboratories**
The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. **Conflicts of Interest**
The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. **Inventions, Patents, Copyrights and Project Results**
A. The Recipient must comply with invention and patent standards pursuant to the following:

1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

1. Reports all subject inventions to CDFA;
2. Makes efforts to commercialize the subject invention through patent or licensing;
3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

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D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Government Organization and Employees Act as amended (5 USC 7902 (c));
C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID (ACP) DETECTION TRAPPING

Section 1

The California Department of Food and Agriculture (CDFA) shall:

A. Provide all traps, trap parts, and handouts.

B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Trapping Guidelines FY2019-20 (ACPTG). The current version of the ACPTG is provided along with this Agreement and the ITG is available from the Citrus Division Regional Manager.

D. Provide annual training programs for county trapping supervisors.

E. Provide training to trappers as needed.

F. Provide quality control (QC) of the county trapping program via inspections.

G. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available at http://www.cdfa.ca.gov/plant/peir.

Section 2

The County Agricultural Commissioner shall:

A. Hire and train personnel.

B. Provide and maintain trapping vehicles.

C. Purchase supplies such as zip lock bags, sharpie markers, paper clips, etc.

D. Ensure that supervisors attend training provided by the CDFA State Entomologist, currently Dr. Beucke (kyle.beucke@cdfa.ca.gov) and/or Citrus Division Regional Manager.

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E. Ensure that all trapping activities conform to the current version of the ITG and the ACPTG, except as noted below.

1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.

2. Should there be a discrepancy between the ITG and the Scope of Work or ACPTG, the Scope of Work or ACPTG shall supersede the ITG.

F. Place and service the specified number of each trap type as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223).

G. Place traps at the beginning of the season start date of October 1, 2019. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2020.

H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at http://maps.cdfa.ca.gov/TrapBooks.

1. The naming convention for the STG is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or sub-grid, trap type, and an intra-quint or intra-sub-grid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-ACP1 is in grid EV241, sub-grid 18, trap type is ACP, and it is designated as number "1" ACP trap within that sub-grid.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement and servicing dates, as appropriate. Requirements for ACP traps are as follows.

   a. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note any additional servicing dates on outside non-sticky margins.

I. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 decimal points (e.g., 34.423301, –119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps when they are relocated.

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J. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPTG for guidance), from October 1, 2019 through September 30, 2020, unless determined otherwise by the Citrus Division Regional Manager.

K. Ensure that all traps removed from the field are sent to the CDFA Screening Facility located in Visalia, California as detailed in the ACPTG.

CDFA Screening Facility
345 E. Tulare Street, Suite M
Visalia, CA 93277
Attention: Elizabeth Zavala
Phone: 559-636-7410

L. Participate in new delimitation activities if requested to do so by the CDFA.

M. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A partially-completed Attachment 1 - Tiering Strategy Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division Regional Manager. A blank Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf. Complete the Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the Project Leader and emailed to the Citrus Division County Contracts Coordinator, currently Preetika Pratap(preetika.pratap@cdfa.ca.gov), to signify that the PEIR requirements were implemented.

N. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the Citrus Division Regional Manager or designee conducting the QC inspection. All DTS forms must be kept on file, for review by the CDFA Audits Office, for three years. This form is available from the Citrus Division Regional Manager .

O. Complete a monthly Pest Detection Report Number One (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as

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"removed" and then "added." A copy of this form must accompany the monthly invoice. This form is available from the Citrus Division Regional Manager .

P. Provide one set of trapping records for all traps. This set may either be a "Trap Book" or an electronic record, andshall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation and removal.

Q. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

R. Maintain county wall maps with numbered square miles grids based upon the STG, depicting the density of all currently deployed traps.

S. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.

T. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.

U. Submit suspect ACP samples to the Plant Pest Diagnostics Center in Sacramento, California via the most expeditious method, not later than 24-hours after the initial identification. See **Submitting Specimens for Identification** in the ACPTG.

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832
Phone: 916-262-1100

V. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).

W. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for piggybacked traps.

X. Submit invoices along with the Report Number One monthly by postal mail or e-mail to the Citrus Division County Contracts Coordinator:

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Preetika Pratap
CDFA, Citrus Division
1220 N Street
Sacramento, CA 95814
preetika.pratap@cdfa.ca.gov

1. Submit monthly invoices and corresponding Report Number Ones no later than (30 days) past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.

2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.

3. Only authorized charges matching the Financial Plan will be reimbursed; for example - salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

4. A sample invoice is included with this Agreement and is available from the Citrus Division Regional Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:

    a. County name
    b. Remit to address
    c. Date of submittal
    d. Invoice number
    e. Agreement name
    f. Agreement number
    g. Billing period
    h. Allowable itemized charges as listed on the Financial Plan:
        i. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
        ii. Vehicle license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.

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5. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in items three and four above.

6. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement will not be paid.

7. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.

    a. Invoices with a signature block must be signed and the original mailed to the Citrus Division County Contracts Coordinator, as listed in item X.

8. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of the invoice.

9. Please note that CDFA cannot reimburse for more than the total Agreement amount.

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Asian Citrus Psyllid Trapping Guidelines (ACPTG)
FY2019-20 and 2020-21

1. Trapping Season - Conduct trapping from October 1 through September 30.

2. Trapping Locations

   a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
   b. Conduct delimitation trapping on any type of property with hosts (includes commercial agriculture).
   c. Conduct commercial trapping in commercial citrus groves only.
   d. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the Citrus Division Regional Manager prior to placement of these traps for approval.
   e. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the Citrus Division Regional Manager.

3. Trap Density - Traps shall be placed at the following densities. For Detection traps, the Citrus Division Regional Manager will provide the appropriate number for each county within the ranges noted below.

   a. Detection traps placed at five to 16 traps per square mile.
   b. Delimitation traps placed at 50 traps per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
   c. Commercial traps placed at one trap per 40 acres.

4. Inspection Frequency (see item 14 below for screening procedure)

   a. Detection Survey – inspect and remove traps monthly for screening.
   b. Delimitation Survey – inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
   c. Commercial Survey – inspect and remove traps every two weeks for screening.

5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.

6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.

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7. Hosts - Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**

8. Trap Numbering

   a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type Asian citrus psyllid (ACP) and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
   b. Write the trap number, date of deployment, and trapper's initials on an interior non-sticky side of the trap body. It is easiest to do this before the trap is opened for deployment. Note any additional servicing dates on outside non-sticky margins.

9. Trap Assembly - Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).

10. Trap Placement and GPS

    a. Follow the parameters for ACP trap placement in the ITG.
    b. All sites trapped must have Global Positioning System (GPS) coordinates recorded using North American Datum of 1983 (NAD83) in decimal degrees to 6 decimal points (e.g., 34.423301, –119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS reading on the trap data card. New GPS points must be recorded when traps are relocated.

11. Baiting Interval - Not applicable.

12. Trap Relocation

    a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.
    b. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or the CDFA screening facility (see item 14 below for screening procedure). GPS the new site and document the new GPS coordinates on the trap card.

       i. Detection Survey – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.
       ii. Delimitation Survey – Relocate in consultation with the Citrus Division Regional Manager.

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iii. Commercial Trapping – Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

13. Trap Replacement

    a. Replace traps monthly or with each relocation.
    b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

14. Screening of Traps - **All traps removed from the field must be screened for ACP before being discarded.**

    a. CDFA maintains a screening facility in Visalia, California for screening (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
    b. Boxes sent to Visalia must have the county written on the outside of the box, so as to allow the screening facility to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
    c. Visalia address and contact information:

       CDFA Screening Facility
       345 E. Tulare Street, Suite M
       Visalia, CA 93277
       Attention: Elizabeth Zavala
       Phone: 559-636-7410

    d. Alternately, counties may instead elect to have a qualified county staff member perform the screening, with pre-approval from the Citrus Division Regional Manager.

15. Submitting Specimens for Identification

    a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the county office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
    b. Immediately contact the Citrus Division Regional Manager.
    c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but no longer that 24-hour.
    d. If the suspect insect is alive on the

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!

e. Mailing address to submit specimens:

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832

f. All suspect specimens should be submitted along with Form 65-020, the e-PDR. The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons submitting this form will need a username and a password.

g. Notify the Citrus Division Regional Manager and the State Entomologist, currently Dr. Beucke at kyle.beucke@cdfa.ca.gov prior to sending the suspect specimens, so they can notify the PPDC that specimen are on the way. Include the e-PDR number in this communication.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

State of California
Department of Food and Agriculture
Citrus Pest and Disease Prevention Division

County: San Joaquin

Fiscal Year: 2019-20

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION	2020	2020	2020	2020	2020	2020				2019	2019	2019
DELIMITATION												
COMMERCIAL												

[ ] weekly servicings [ ] biweekly servicings [ ] monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	636	x	9.00	=	5,724
Delimitation		x	9.00	=	0
Commercial		x	19.50	=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
				Total:	5,724

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66 223A.

DETECTION:	5,724	÷	3.00	=	1,908.00	x 1.1 (10%)	2,098.80
	(A)		(B)		(C)		(D)
ELIMINATION:	0	÷		=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
COMMERCIAL:	0	÷		=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
						TOTAL:	2,098.80

A = Servicings/year/trap - calculated electronically.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

10/2019
Form 66-223

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

State of California
Department of Food and Agriculture
Citrus Pest and Disease Prevention Division

County: San Joaquin

Fiscal Year: 2020-21

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION							2020	2020	2020			
DELIMITATION												
COMMERCIAL												

[ ] weekly servicings [ ] biweekly servicings [ ] monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	636	x	3.00	=	1,908
Delimitation		x	3.00	=	0
Commercial		x	6.50	=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
				Total:	1,908

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66 223A.

ACP TOTAL:	1,908	÷	3.00	=	636.00	x 1.1 (10%,	699.60
	(A)		(B)		(C)		(D)
ACP TOTAL:	0	÷		=	0	x 1.1 (10%,	0.00
	(A)		(B)		(C)		(D)
ACP TOTAL:	0	÷		=	0	x 1.1 (10%,	0.00
	(A)		(B)		(C)		(D)
						TOTAL:	699.60

A = Servicings/year/trap - calculated electronically.
B = Average # of traps serviced per hour - figure entered by person completing work sheet
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

10/2019
Form 66-223

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

Servicings per Year Table

	Weekly	Bi-weekly	1x / month
1 mo	4.33	2.17	1.00
2 mo	8.67	4.33	2.00
3 mo	13.00	6.50	3.00
4 mo	17.33	8.67	4.00
5 mo	21.67	10.83	5.00
6 mo	26.00	13.00	6.00
7 mo	30.33	15.17	7.00
8 mo	34.67	17.33	8.00
9 mo	39.00	19.50	9.00
10 mo	43.33	21.67	10.00
11 mo	47.67	23.83	11.00
12 mo	52.00	26.00	12.00

Formula: Number of months divided by twelve (= fraction of year), multiplied by the number of weeks in a year, divided by the servicing interval (i.e., 52/2 = biweekly servicing).

For example: 8-month/biweekly = 8/12 = .66*52 = 34.66/2 = 17.33.

60-223A
1/11/2017

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

Attachment 1 - Tiering Strategy Checklist

Start Date:	October 1, 2019
Project Leader:	PROJECT LEADER NAME
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of COUNTY NAME County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2019-20 Asian Citrus Psyllid Winter Trapping

INVOICE

10/2019

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

Invoice Number:
Date:
Agreement Number:
Billing Period:

A. PERSONNEL

SALARY - Detection Trappers

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	COST
1			0.00	$0.00	$0.00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0.00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0.00
8			0.00	$0.00	$0.00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0.00
11			0.00	$0.00	$0.00
12			0.00	$0.00	$0.00
13			0.00	$0.00	$0.00
14			0.00	$0.00	$0.00
15			0.00	$0.00	$0.00
				SALARY SUBTOTAL:	$0.00

	BENEFITS	BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.00
2		0.0000%	$0.00	$0.00
3		0.0000%	$0.00	$0.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0.00
6		0.0000%	$0.00	$0.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0.0000%	$0.00	$0.00
11		0.0000%	$0.00	$0.00
12		0.0000%	$0.00	$0.00
13		0.0000%	$0.00	$0.00
14		0.0000%	$0.00	$0.00
15		0.0000%	$0.00	$0.00
			BENEFIT SUBTOTAL:	$0.00

SALARY - Non-Detection

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	COST
1			0.00	$0.00	$0.00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0.00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0.00
8			0.00	$0.00	$0.00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0.00
11			0.00	$0.00	$0.00
12			0.00	$0.00	$0.00
13			0.00	$0.00	$0.00
14			0.00	$0 00	$0.00
15			0 00	$0.00	$0.00
				SALARY SUBTOTAL:	$0.00

	BENEFITS	BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.00
2		0.0000%	$0.00	$0.00
3		0.0000%	$0.00	$0.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0.00
6		0.0000%	$0.00	$0.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0 0000%	$0.00	$0.00
11		0.0000%	$0.00	$0.00
12		0.0000%	$0.00	$0.00
13		0.0000%	$0.00	$0.00
14		0.0000%	$0.00	$0.00
15		0.0000%	$0.00	$0.00
			BENEFIT SUBTOTAL:	$0.00

SALARIES	BENEFITS	OVERHEAD COST*

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

25 % Overhead (Not to exceed 25%)	$0.00	$0.00	$0.00
		TOTAL PERSONNEL COST:	$0.00

B. SUPPLIES (Itemized such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

C. SUBCONTRACTOR TITLE

		HOURLY RATE	HOURS	COST
1				$0.00
2				$0.00
3				$0.00
4				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

LICENSE #	OWNED BY (County or State)	MILEAGE PER MONTH	RATE*	COST
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		STATE/COUNTY VEHICLE SUBTOTAL:		$0.00

* Mileage rates: County vehicle = Not to exceed $0.58 per mile. Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = $0.285 per mile.

LICENSE #	LEASED	LEASE RATE	MILEAGE PER MONTH	RATE*	COST
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
				LEASED VEHICLE SUBTOTAL:	$0.00
				TOTAL TRANSPORTATION COST:	$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

TOTAL MONTHLY INVOICE:	$0.00

COMMENTS:
Remit payment to:

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE

FY 2019-20 Asian Citrus Psyllid (ACP) Trapping Financial Plan

10/2019

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS	
1			0.00	0.00	0.00	
2			0.00	0.00	0.00	
3			0.00	0.00	0.00	
4			0.00	0.00	0.00	
5			0.00	0.00	0.00	
6			0.00	0.00	0.00	
7			0.00	0.00	0.00	
8			0.00	0.00	0.00	
9			0.00	0.00	0.00	
10			0.00	0.00	0.00	
11			0.00	0.00	0.00	
12			0.00	0.00	0.00	
13			0.00	0.00	0.00	
14			0.00	0.00	0.00	THWS
15			0.00	0.00	0.00	hours
				Subtotal:	0.00	0.00

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		$0.00	0.00	$0.00
2		$0.00	0.00	$0.00
3		$0.00	0.00	$0.00
4		$0.00	0.00	$0.00
5		$0.00	0.00	$0.00
6		$0.00	0.00	$0.00
7		$0.00	0.00	$0.00
8		$0.00	0.00	$0.00
9		$0.00	0.00	$0.00
10		$0.00	0.00	$0.00
11		$0.00	0.00	$0.00
12		$0.00	0.00	$0.00
13		$0.00	0.00	$0.00
14		$0.00	0.00	$0.00
15		$0.00	0.00	$0.00
			Subtotal:	$0.00

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.00
2		0.0000%	$0.00	$0.00
3		0.0000%	$0.00	$0.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0.00
6		0.0000%	$0.00	$0.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0.0000%	$0.00	$0.00
11		0.0000%	$0.00	$0.00
12		0.0000%	$0.00	$0.00
13		0.0000%	$0.00	$0.00
14		0.0000%	$0.00	$0.00
15		0.0000%	$0.00	$0.00
			Subtotal:	$0.00

DETECTION STAFF SUBTOTAL: $0.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1			0.00	0.00	0.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
				Subtotal:	0.00

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		$0.00	0.00	$0.00
2		$0.00	0.00	$0.00
3		$0.00	0.00	$0.00
4		$0.00	0.00	$0.00
5		$0.00	0.00	$0.00
6		$0.00	0.00	$0.00

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

7	$0.00	0.00	$0.00
8	$0.00	0.00	$0.00
9	$0.00	0.00	$0.00
10	$0.00	0.00	$0.00
		Subtotal:	$0.00

5. BENEFITS - Non-Detection Staff

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1	0.0000%	$0.00	$0.00
2	0.0000%	$0.00	$0.00
3	0.0000%	$0.00	$0.00
4	0.0000%	$0.00	$0.00
5	0.0000%	$0.00	$0.00
6	0.0000%	$0.00	$0.00
7	0.0000%	$0.00	$0.00
8	0.0000%	$0.00	$0.00
9	0.0000%	$0.00	$0.00
10	0.0000%	$0.00	$0.00
		Subtotal:	$0.00

NON-DETECTION STAFF SUBTOTAL: $0.00

0.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
$0.00	$0.00	$0.00

TOTAL PERSONNEL COST : $0.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

C. SUBCONTRACTOR TITLE

		HOURLY RATE	HOURS	COST
1				$0.00
2				$0.00
3				$0.00
4				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
	0.00	0.00	0.00	$0.580	$0.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

^ Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2019-20 ACP Winter Trapping Cost:	$0.00

COMMENTS:

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

SAN JOAQUIN COUNTY DEPARTMENT OF AGRICULTURE

FY 2019-20 Asian Citrus Psyllid (ACP) Trapping Financial Plan

10/2019

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Ag & Standards Technician	8.00	8.50	68.00
2		Ag Program Aide	8.00	127.00	1016.00
3		Ag Program Aide	8.00	127.00	1016.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
				Subtotal:	**2,100.00**

2. SALARIES - Detection Trappers

		Base HOURLY RATE w/o BENEFITS	Productive HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag & Standards Technician	$19.12	$22.54	68.00	$1,533.00
2	Ag Program Aide	$17.34	N/A	1016.00	$17,617.00
3	Ag Program Aide	$17.34	N/A	1016.00	$17,617.00
4			$0.00	0.00	$0.00
5			$0.00	0.00	$0.00
				Subtotal:	**$36,767.00**

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag & Standards Technician	67.8400%	$1,533.00	$1,040.00
2	Ag Program Aide	7.7000%	$17,617.00	$1,357.00
3	Ag Program Aide	7.7000%	$17,617.00	$1,357.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0.00
			Subtotal:	$3,754.00

DETECTION STAFF SUBTOTAL: **$40,521.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Deputy Ag. Commissioner	1.50	180.00	270.00
2		Ag Bio & Standards Inspector III	0.50	70.00	35.00
3		Ag & Standards Technician	2.00	120.00	240.00
4		Dept. Info Systems Analyst II	1.00	30.00	30.00
5		Accountying Tech I	1.00	39.00	39.00
6		Accountying Tech II	0.25	15.00	4.00
				Subtotal:	**618.00**

5. SALARIES - Non-Detection Staff

		Base HOURLY RATE w/o BENEFITS	Productive HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Ag. Commissioner	$43.61	$51.42	270.00	$13,883.00
2	Ag Bio & Standards Inspector III	$35.69	$42.08	35.00	$1,473.00
3	Ag & Standards Technician	$19.12	$22.54	240.00	$5,410.00
4	Dept. Info Systems Analyst II	$45.11	$53.19	30.00	$1,596.00
5	Accountying Tech I	$21.45	$25.27	39.00	$986.00
6	Accountying Tech II	$27.43	$32.34	4.00	$129.00
				Subtotal:	**$23,477.00**

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag. Commissioner	77.9900%	$13,883.00	$10,827.00
2	Ag Bio & Standards Inspector III	88.0000%	$1,473.00	$1,296.00
3	Ag & Standards Technician	67.8400%	$5,410.00	$3,670.00
4	Dept. Info Systems Analyst II	57.6800%	$1,596.00	$921.00
5	Accountying Tech I	92.7900%	$986.00	$915.00
6	Accountying Tech II	67.1100%	$129.00	$87.00
			Subtotal:	**$17,716.00**

NON-DETECTION STAFF SUBTOTAL: **$41,193.00**

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$60,244.00	$21,470.00	$20,429.00
		TOTAL PERSONNEL COST :	$102,143.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Field Supplies/Tools	$900.00
2	Office Supplies	$300.00
3	Postage	$200.00
4	Uniform	$150.00
	TOTAL SUPPLY COST:	$1,550.00

C. SUBCONTRACTOR — TITLE

	HOURLY RATE'	HOURS	COST
1			$0.00
2			$0.00
3			$0.00
4			$0.00
		TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.580	$0.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
2.00	157.00	9.00	1600.00	$0.430	$15,210.00
			VEHICLE COST TOTAL:		$15,210.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1	Communications	$60.00
2	Employee New Hire Drug Test	$100.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$160.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
' Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2019-20 ACP Trapping Cost:	$119,063.00
FY 2019-20 & 20-21 ACP Trapping Total Cost:	$166,964.00

COMMENTS:

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

SAN JOAQUIN COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Asian Citrus Psyllid (ACP) Trapping Financial Plan

10/2019

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Ag & Standards Technician	8.00	6.75	54.00
2		Ag Program Aide	8.00	41.00	328.00
3		Ag Program Aide	8.00	40.00	320.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
				Subtotal:	702.00

2. SALARIES - Detection Trappers

		Base HOURLY RATE w/o BENEFITS	Productive HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag & Standards Technician	$19.12	$22.54	54.00	$1,217.00
2	Ag Program Aide	$17.34	N/A	328.00	$5,688.00
3	Ag Program Aide	$17.34	N/A	320.00	$5,549.00
4			$0.00	0.00	$0.00
5			$0.00	0.00	$0.00
				Subtotal:	$12,454.00

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag & Standards Technician	67.8400%	$1,217.00	$826.00
2	Ag Program Aide	7.7000%	$5,688.00	$438.00
3	Ag Program Aide	7.7000%	$5,549.00	$427.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0.00
			Subtotal:	$1,691.00

DETECTION STAFF SUBTOTAL: $14,145.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Deputy Agricultural Commissioner	2.00	63.00	126.00
2		Ag Bio & Standards ispector III	0.50	63.00	32.00
3		Ag & Standards Technician	2.00	52.00	104.00
4		Dept. Info Systems Analyst II	1.00	10.00	10.00
5		Accountying Tech I	1.00	13.00	13.00
6		Accountying Tech II	0.25	5.00	1.00
				Subtotal:	286.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Agricultural Commissior	43.61	$51.42	126.00	$6,479.00
2	Ag Bio & Standards ispector III	35.69	$42.08	32.00	$1,347.00
3	Ag & Standards Technician	19.12	$22.54	104.00	$2,344.00
4	Dept. Info Systems Analyst II	45.11	$53.19	10.00	$532.00
5	Accountying Tech I	21.45	$25.27	13.00	$329.00
6	Accountying Tech II	27.43	$32.34	1.00	$32.00
				Subtotal:	$11,063.00

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Agricultural Commissioner	77.9900%	$6,479.00	$5,053.00
2	Ag Bio & Standards ispector III	88.0000%	$1,347.00	$1,185.00
3	Ag & Standards Technician	67.8400%	$2,344.00	$1,590.00
4	Dept. Info Systems Analyst II	57.6800%	$532.00	$307.00
5	Accountying Tech I	92.7900%	$329.00	$305.00
6	Accountying Tech II	67.1100%	$32.00	$21.00
			Subtotal:	$8,461.00

NON-DETECTION STAFF SUBTOTAL: $19,524.00

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$23,517.00	$10,152.00	$8,417.00
		TOTAL PERSONNEL COST :	$42,086.00

B. **SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)**

	Description	COST
1	Field Suppplies/tools	$300.00
2	Office Supplies	$100.00
3	Postage	$150.00
4	Uniforms	$120.00
	TOTAL SUPPLY COST:	$670.00

C. **SUBCONTRACTOR** TITLE

	HOURLY RATE	HOURS	COST
1			$0.00
2			$0.00
3			$0.00
4			$0.00
		TOTAL SUBCONTRACTOR COST:	$0.00

D. **VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.580	$0.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
2.00	157.00	3.00	1600.00	$0.430	$5,070.00

VEHICLE COST TOTAL: $5,070.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1	Communications	$25.00
2	Employee New Hire Drug Test	$50.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$75.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
^ Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc

FY 2020-21 ACP Trapping Cost:	$47,901.00

COMMENTS:

Attachment: Agreement (6053 : AGCOMM - Asian Citrus Psyllid Program)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Retroactive Approval of Agreement No. 19-0737-023-SF With the California Department of Food and Agriculture for the Asian Citrus Psyllid Program for the Period of October 1, 2019, Through September 30, 2020, for an Amount Not to Exceed $166,964 and Related Budget Adjustments
(4/5ths Vote Required)

THIS BOARD OF SUPERVISORS DOES HEREBY Retroactively approve Agreement No. 19-0737-023-SF with the County and the California Department of Food and Agriculture for Asian Citrus Psyllid Program Services for the Period of October 1, 2019, through September 30, 2020, for an amount not to exceed $166,964; and

FURTHER, Authorize the Chair to sign the agreement.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order (6053 : AGCOMM - Asian Citrus Psyllid Program)

COUNTY OF SAN JOAQUIN

REQUEST FOR ADJUSTMENT, ADDITIONAL APPROPRIATIONS / EST. REV. OR TRANSFER OF FUNDS

FISCAL YEAR: 2019/20 (YYYY/YY)

BD. ORDER NO.
CONTROL NO.
(81,988.24) 0.00

APPROPRIATIONS:					AMOUNT	
Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	INCREASE	DECREASE
10001	2024700000	6002200000			33,548.32	
10001	2024700000	6030200000			2,079.99	
10001	2024700000	6030300000			486.45	
10001	2024700000	6206000300			60.00	
10001	2024700000	6269000000			900.00	
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**37,074.76**	**0.00**

ESTIMATED REVENUE:					AMOUNT	
Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	INCREASE	DECREASE
10001	2024700000	4509000250			119,063.00	
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**119,063.00**	**0.00**

FUNDS (CASH):					AMOUNT	
Fund No.	Dept No.	Account No.			Transfers Out	Transfers In
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**0.00**	**0.00**
REQUEST TOTAL					**(81,988.24)**	**0.00**

REASON FOR REQUEST:

Increase Appropriations and Revenue for the 2019-2020 Agricultural Commissioner's Budget (#2024700000) to Reflect Unanticipated Revenue of $119, 063 from the Asian Citrus Psyllid Contract (4/5ths Vote Required)

REQUESTED BY:

3/10/2020 Tim Pelican

DATE DEPARTMENT HEAD

APPROVED:

3/10/2020 Jolena L. Voorhis

DATE COUNTY ADMINISTRATOR

BOARD OF SUPERVISORS

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors,

to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

BY _____

Attachment: Budget Appropriations (6053 : AGCOMM - Asian Citrus Psyllid Program)

REQUEST FOR ADJUSTMENT, ADDITIONAL APPROPRIATIONS / EST. REV. OR TRANSFER OF FUNDS

FISCAL YEAR: 2019/20
(YYYY/YY)

BD. ORDER NO.
CONTROL NO.

(81,988.24) 0.00

DEPUTY CLERK

APP REQ

Attachment: Budget Appropriations (6053 : AGCOMM - Asian Citrus Psyllid Program)

STOCKTON METROPOLITAN AIRPORT

County of San Joaquin
Department of Aviation
Russell Stark
Airport Director

March 24, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Approval to Use Measure K Funding for Urgent Repairs to Taxiway D and Authorize the Approval of the Job Order Contract With the Department of Public Works and Approval of Related Budget Appropriations With Estimated Revenue Increases in the Amount of $75,427 and $1,000, Respectively (4/5^{ths} Vote Required)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve the use of Measure K funding, by Airport Director, in the amount of $75,426.70 for urgent repairs to Taxiway D;

2. Authorize the Airport Director to approve a Job Order Contract (JOC) with the Department of Public Works (PW);

3. Approve an increase in appropriations and estimated revenue of $75,426.70 to the Fiscal Year 2019-2020 Airport Capital Projects Budget; and **(4/5ths vote required)**

4. Approve an increase in appropriations and estimated revenue of $1,000.00 to the Fiscal Year 2019-2020 Airport Enterprise Fund Budget **(4/5ths vote required)**.

REASONS FOR RECOMMENDATION:

During regular airfield inspections, Airport Staff observed rapidly forming alligator cracking and significant rutting in the aircraft wheel paths on Taxiways D, which includes D7 and D9. A geotechnical investigation uncovered a failing subbase of the Taxiways.

On January 7, 2020 and February 11, 2020, the Board approved (B-20-3 and B-20-71) the Plans and Specifications prepared by RS&H California, Inc. (RS&H) for the rehabilitation of the failing asphalt pavement on Taxiways D, all inclusive, leading to the cargo apron. The project to rehabilitate the taxiway is currently in the bidding process

and since this taxiway is the only entrance and exit to the cargo area, the Airport needs to have PW complete the temporary repairs immediately.

The taxiway system is detailed below.



The pavement as indicated in the photo below, is displaying alligator cracking and rutting in the aircraft wheel paths.





Due to the extent of the taxiway failure, it has been necessary to instruct all cargo aircraft to halt powered taxi operations. This has required the cargo client to tow all cargo aircraft from the runway hold short line to the cargo apron aircraft parking location. Once loading/unloading of the aircraft is accomplished, the aircraft is then towed from the cargo apron parking area back to the runway hold short line. This procedure has put a strain on the cargo client operations and personnel staffing requirements.

The JOC Price Proposal for the Airport Taxiway Delta (D) pavement repairs is $54,361.65. There is an additional 1.96%, ($1,065.05), licensing fee that must be paid to the Gordian Group to utilize JOC specific software for the processing and execution of a project. The Price Proposal excludes an estimated $10,000 for services provided by PW's engineering staff to facilitate this JOC project and the recommendation from PW for an additional $10,000 in contingency for potential supplemental construction work and associated PW staff costs. A total contingency amount of $20,000.00 is recommended due to the possibility of encountering unsuitable soil that may require additional repair efforts. Reimbursement for PW staff will be based on actual time spent.

FISCAL IMPACT:

There will be no impact to the General Fund as a result of this action. The use of additional Measure K funds in the amount of $75,426.70 will increase the Airport's annual interest payment due in June 2020 by $1,000.00 to $221,923. For Fiscal Year 2019-2020, the Airport Capital Projects Budget requires an appropriation and estimated revenue increase of $74,361.65 and the Airport Enterprise Budget requires an appropriation and estimated revenue increase of $1,000.00.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Following approval of these recommendations, the Airport staff will submit appropriate documents to San Joaquin Council of Governments for the disbursement of Measure K Funds and execute the necessary Job Order Contract with PW.

Sincerely,

Russell Stark, C.M.
Airport Director

RS:mec

cc: Clerk of the Board (Agenda Item 3/24/20)
Auditor/Controller
County Counsel
Public Works

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Adam Brucker 3/10/2020 Matthew P. Dalen 3/10/2020

COUNTY OF SAN JOAQUIN

REQUEST FOR ADJUSTMENT, ADDITIONAL APPROPRIATIONS / EST. REV. OR TRANSFER OF FUNDS

FISCAL YEAR: 2019/20 (YYYY/YY)

BD. ORDER NO.

CONTROL NO. AIRBUDGTINCR40

APPROPRIATIONS:

Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	AMOUNT INCREASE	AMOUNT DECREASE
39023	9231000000	6411110014			75,426.70	
39023	9230901000	6411112400			1,000.00	
TOTAL					**76,426.70**	**-**

ESTIMATED REVENUE:

Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	AMOUNT INCREASE	AMOUNT DECREASE
39023	9231000000	4850503900			75,426.70	
39023	9230901000	4850020010			1,000.00	
TOTAL					**76,426.70**	**-**

FUNDS (CASH):

Fund No.	Dept No.	Account No.			AMOUNT Transfers Out	AMOUNT Transfers In
TOTAL					**-**	**-**
REQUEST TOTAL					**-**	**-**

REASON FOR REQUEST:

Appropriation increase for Taxiway D Pavement Repairs

REQUESTED BY:

3/4/20 — Russell Stark

DATE — DEPARTMENT HEAD

APPROVED:

3/10/20 — Adam Brucker, Sr. Deputy County Administrator

DATE — COUNTY ADMINISTRATOR

BOARD OF SUPERVISORS

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

BY

DEPUTY CLERK

APP REQ

Attachment: AIRBUDGTINCR40 [Revision 1] (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Public Works
Working for YOU

Price Proposal Detail Report
Version: 1.7

JOC Name (Contractor):	George Reed Inc.
Contract Name:	J13 PW
Contract Number:	JOC-013
Job Order Number	J13-01-1920-750234-00
Job Order Title	Stockton Metropolitan Airport Delta Taxiway Pavement Repairs
Location:	Stockton Metropolitan Airport
Proposal Value:	$54,361.65

Division	
01 General Requirements	$37,527.59
02 Existing Conditions	$2,613.31
31 Earthwork	$3,360.02
32 Exterior Improvements	$10,860.73
Proposal Total(Filtered)	**$54,361.65**
The Percentage of Non Pre-Priced on this Proposal:	**0.00%**

This Job order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Mar 3, 2020

Attachment: JOC Temporary Repairs Quote (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Public Works
San Joaquin County
Working for YOU

Price Proposal Detail Report
Version: 1.7

JOC Name (Contractor): George Reed Inc.
Contract Name: J13 PW
Contract Number: JOC-013
Job Order Number J13-01-1920-750234-00
Job Order Title Stockton Metropolitan Airport Delta Taxiway Pavement Repairs
Location: Stockton Metropolitan Airport
Proposal Value: $54,361.65

Record #	Line Number	MOD	UOM	Description						Total
01 - General Requirements										$37,527.59
1	01 55 26 00-0034		DAY	Channelizer Drum						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	DAY	90.00	x	$1.56	x	1.3050	=	$183.22
	User Note: 30 airport barricades for 3 days = 90 ea									
2	01 55 26 00-0055		DAY	Type A Or C Flasher						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	DAY	180.00	x	$0.53	x	1.3050	=	$124.50
	User Note: 30 baricades w/2 flashers ea = 60ea for 3 days = 180 ea									
3	01 55 26 00-0124		EA	Place And Remove Up To 250 Barricades By Hand From Roadside						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	EA	90.00	x	$3.76	x	1.3050	=	$441.61
	User Note: figure we need 30 airport barricades for 3 days = 90 ea									
4	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	EA	8.00	x	$738.21	x	1.3050	=	$7,706.91
	User Note: barricades 1, backhoes 2, skiploader 1, large roller 1, small roller 1, paver 1, small wtr trk 1 = 8 loads									
5	01 74 16 00-0006		MSF	Sweep Runway, With Street Sweep						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	MSF	780.00	x	$25.74	x	1.3050	=	$26,200.75
	User Note: 2600 lf x 100lf wide = 260,000 x 3 days = 780,000 / 1000 = 780 MSF									
6	01 74 19 00-0027		CY	Drop-Off Asphalt At Recycling Center						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CY	17.00	x	$16.73	x	1.3050	=	$371.16
	User Note: AT GRI Plant ---- AC 15cy + 2cy from paving excess = 17cy									

Attachment: JOC Temporary Repairs Quote (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Working for YOU

Price Proposal Detail Report
Version: 1.7

7	01 74 19 00-0031		CY	Drop-Off Dirt At Recycling Center						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CY	25.00	x	$32.50	x	1.3050	=	$1,060.31
	User Note: AT GRI Plant ---- AB 25cy									
8	01 74 19 00-0041		CYM	Hauling On Paved Roads, First 15 Miles						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CYM	255.00	x	$0.73	x	1.3050	=	$242.93
	User Note: Haul removed AC to GRI Clements Plant = 31 miles 750 sf at 0.417' = 312.75 cf / 27 = 11.58 cy x bulk factor of 1.25 = 14.48 cy of broken AC use 15 cy + 2cy from excess new paving = 17 17 cy x 15 miles = 255 cym									
9	01 74 19 00-0041		CYM	Hauling On Paved Roads, First 15 Miles						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CYM	375.00	x	$0.73	x	1.3050	=	$357.24
	User Note: Haul removed AB to GRI Clements Plant = 31 miles 25 cy of AB 25 cy x 15 miles = 375.00 cym									
10	01 74 19 00-0042		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CYM	272.00	x	$0.49	x	1.3050	=	$173.93
	User Note: Haul removed AC over 15 miles. Taxi D to GRI Clements Plant = 31 miles 31mi - 15mi = 16miles.. 17cy x 16mi = 272 cym									
11	01 74 19 00-0042		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CYM	400.00	x	$0.49	x	1.3050	=	$255.78
	User Note: Haul removed AB over 15 miles. Taxi D to GRI Clements Plant = 31 miles 31mi - 15mi = 16miles.. 25cy x 16mi = 400.00 cym									
12	01 74 19 00-0042		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CYM	400.00	x	$0.49	x	1.3050	=	$255.78
	User Note: Haul new AB over 15 miles. Taxi D to GRI Clements Plant = 31 miles 31mi - 15mi = 16miles.. 25.00cy x 16mi = 400 cym									
13	01 74 19 00-0042		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CYM	240.00	x	$0.49	x	1.3050	=	$153.47
	User Note: Haul new AC over 15 miles. new ac in place = 11.4cy x bulk Factor 1.25 = 14.25cy use 15cy Taxi D to GRI Clements Plant = 31 miles 31mi - 15mi = 16miles.. 15cy x 16mi = 240 cym									

02 - Existing Conditions	**$2,613.31**

Attachment: JOC Temporary Repairs Quote (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Working for YOU

Price Proposal Detail Report
Version: 1.7

14	02 41 13 13-0020		SY	>3" To 6" By Machine, Break-up And Remove Bituminous Paving							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	SY	85.00	x	$14.66	x	1.3050	=	$1,626.16	
	User Note: Location #1=150sf, #2=150sf, #3=450sf = Total 750sf /9 = 83.33 sy use 85 sy										
15	02 41 19 13-0015		EA	Saw Cut Minimum Charge							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	EA	1.00	x	$756.44	x	1.3050	=	$987.15	
	User Note:										
31 - Earthwork											**$3,360.02**
16	31 23 16 33-0020		CY	Loading Excess Material For Removal From Bulk Excavation							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	CY	25.00	x	$4.47	x	1.3050	=	$145.83	
	User Note: Load excavated AB into trucks 25 cy										
17	31 23 16 36-0007		CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Loose Rock							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	CY	25.00	x	$6.38	x	1.3050	=	$208.15	
	User Note: Remove AB section in the three areas = 25 cy										
18	31 23 16 36-0007	**0053**	CY	For >20 To 50, Add							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	CY	25.00	x	$4.79	x	1.3050	=	$156.27	
	User Note:										
19	31 23 16 36-0031		CY	Spread Excess Or Imported Material On Site By Machine							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	CY	22.00	x	$2.55	x	1.3050	=	$73.21	
	User Note: Spread AB in digouts 22 cy										
20	31 23 16 36-0031	**0069**	CY	For >20 To 50, Add							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	CY	22.00	x	$1.91	x	1.3050	=	$54.84	
	User Note:										
21	31 23 16 36-0032		CY	Spread Excess Or Imported Material On Site By Hand							
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**	
		Installation	CY	3.00	x	$42.57	x	1.3050	=	$166.66	
	User Note: Spread AB material by hand 1 cy each digout x 3 digouts = 3cy										

Attachment: JOC Temporary Repairs Quote (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Working for YOU

Price Proposal Detail Report
Version: 1.7

22	31 24 13 00-0007		SY	Shape Embankment/Slope By Hand Up To 1 On 4 Slope								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	SY	220.00	x	$5.40	x	1.3050	=	$1,550.34		
	User Note: Shape subgrade to accept fabric and base = 83.33sy , shape one layer of base at 50sy, shape top of base to accept AC 83.33sy total = 216.66 sy use 220cy											
23	31 24 13 00-0017		SY	Rough Grade Roadway, Parking Areas, Landscaping And Embankments By Machine								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	SY	85.00	x	$0.61	x	1.3050	=	$67.66		
	User Note: Rough grade areas to accept new baserock = 83.33 sy use 85 sy											
24	31 24 13 00-0018		SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	SY	85.00	x	$0.81	x	1.3050	=	$89.85		
	User Note: Fine grade areas to accept new baserock = 83.33 sy use 85											
25	31 24 13 00-0022		SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	SY	135.00	x	$0.56	x	1.3050	=	$98.66		
	User Note: Compact subgrade areas to accept new baserock = 1 lift at 83.33 sy + 1 lift at 50sy = 133.33 sy use 135 sy											
26	31 24 13 00-0022	**0124**	SY	For Up To 250, Add								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	SY	135.00	x	$0.56	x	1.3050	=	$98.66		
	User Note:											
27	31 32 19 13-0005		SY	12.6 Oz/SY, 7,315 LB/FT Wide Width Tensile Ultimate Bi-Directional Woven Polyester Geogrid Fabric (Carthage Mills GX-800)								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	SY	100.00	x	$4.28	x	1.3050	=	$558.54		
	User Note: geogrid fabric = 83.33sy for overlaps/waste use 100sy											
28	31 32 19 13-0005	**0028**	SY	For >50 To 150, Add								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	SY	100.00	x	$0.70	x	1.3050	=	$91.35		
	User Note:											
32 - Exterior Improvements												**$10,860.73**
29	32 01 17 63-0022		TON	Asphalt Placement For Small Repair Areas, Hot Mix Modified								
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**		
		Installation	TON	25.00	x	$191.13	x	1.3050	=	$6,235.62		
	User Note: 150sf +150sf + 450sf = 750 sf /9 =83.33 sy 83.33sy x 5 in x 0.055 tons/sy/in of depth = 22.92 tons - Gordian way 750 sf x 0.417' x 0.075 tons/cubic ft = 23.5 ton - GRI way USE 25 ton											

Attachment: JOC Temporary Repairs Quote (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Working for YOU

Price Proposal Detail Report
Version: 1.7

30	32 01 17 63-0023		EA	Asphalt Placement For Small Repair Areas, Hot Mix, Up To 3 Tons						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	EA	1.00	x	$1,687.89	x	1.3050	=	$2,202.70
	User Note:									
31	32 11 16 16-0003		CY	Class II Graded Crushed Aggregate Roadway Base Course						
				Quantity	**x**	**Unit Price**	**x**	**Factor**	**=**	**LineTotal**
		Installation	CY	25.00	x	$74.25	x	1.3050	=	$2,422.41
	User Note: Baserock for areas = 16.8cy w/ swell of 1.31 = 22.0cy use 25 cy									

Proposal Total(Filtered)	**$54,361.65**
The Percentage of Non Pre-Priced on this Proposal:	**0.00%**

Awni Taha, Engineer V **Date**

Matt Grubbs, Project Manager **Date**

Attachment: JOC Temporary Repairs Quote (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approval to Use Measure K Funding for Urgent Repairs to Taxiway D and Authorize the Approval of the Job Order Contract With the Department of Public Works and Approval of Related Budget Appropriations With Estimated Revenue Increases in the Amount of $75,427 and $1,000, Respectively
(4/5^{ths} Vote Required)

THIS BOARD OF SUPERVISORS DOES HEREBY approve the use of Measure K funding, by Airport Director, in the amount of $75,426.70 for urgent repairs to Taxiway D;

FURTHER, authorize the Airport Director to approve a Job Order Contract with the Department of Public Works;

FURTHER, approve an increase in appropriations and estimated revenue of $75,426.70 to the Fiscal Year 2019-2020 Airport Capital Projects Budget; and, (4/5ths vote required)

FURTHER, approve an increase in appropriations and estimated revenue of $1,000.00 to the Fiscal Year 2019-2020 Airport Enterprise Fund Budget (4/5ths vote required).

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Board Order Template Revised 07/2019

Attachment: Board Order (3.24.20) Use of Measure K for Taxiway D (6055 : AIR- Use of Measure K for Taxiway D Repairs)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

COMMUNICATIONS

THIS BOARD OF SUPERVISORS DOES HEREBY receive and refer all Communications for the Board Meeting of March 24, 2020 as indicated on the Communications Distribution Sheet, a copy of which is on file in the Clerk of the Board's Office.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order - Communications 03.24.2020 (6063 : BOS - Communications)

SAN JOAQUIN COUNTY BOARD OF SUPERVISORS
COMMUNICATIONS
GENERAL GOVERNMENT – March 24, 2020

FROM	SUBJECT	PROPOSED ACTION
1. Office of the State Controller, California State Controller, Betty T. Yee.	San Joaquin County Audit Report.	1. COB to Receive and File. 2. Copy to Auditor-Controller for Information. 3. Copy to CAO and CC.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

SJC BOARD OF SUPERVISORS
COMMUNICATIONS # 1
Category GG
Board Meeting Date 3/24/20

SAN JOAQUIN COUNTY

Audit Report

APPORTIONMENT AND ALLOCATION OF PROPERTY TAX REVENUES

July 1, 2015, through June 30, 2018

BETTY T. YEE
California State Controller

February 2020

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

BETTY T. YEE
California State Controller

February 28, 2020

The Honorable Jerome C. Wilverding, Auditor-Controller
San Joaquin County
44 North San Joaquin Street, Suite 550
Stockton, CA 95202

Dear Mr. Wilverding:

The State Controller's Office audited the methods employed by San Joaquin County to apportion and allocate property tax revenues for the period of July 1, 2015, through June 30, 2018. We conducted the audit pursuant to the requirements of Government Code section 12468.

Our audit found an instance of noncompliance with California statutes for the apportionment and allocation of property tax revenues for the audit period. Specifically, we determined that San Joaquin County incorrectly computed and distributed property tax revenues.

The county has disputed certain facts related to the conclusions and recommendations contained in this audit report. The State Controller's Office has an informal audit review process by which to resolve a dispute of facts. To request a review, the county should submit, in writing, a request for a review and all information pertinent to the disputed issues within 60 days after receiving this audit report.

The request and supporting documents should be submitted to Richard J. Chivaro, Chief Counsel, State Controller's Office, Post Office Box 942850, Sacramento, California 94250. In addition, please provide a copy of the request letter to Lisa Kurokawa, Chief, Compliance Audits Bureau, State Controller's Office, Division of Audits, Post Office Box 942850, Sacramento, California 94250.

If you have any questions, please contact Ms. Kurokawa by telephone at (916) 327-3138.

Sincerely,

JIM L. SPANO, CPA
Chief, Division of Audits

JLS/as

P.O. Box 942850, Sacramento, CA 94250 ♦ (916) 445-2636
3301 C Street, Suite 700, Sacramento, CA 95816 ♦ (916) 324-8907
901 Corporate Center Drive, Suite 200, Monterey Park, CA 91754 ♦ (323) 981-6802

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

cc: Jeffery M. Woltkamp, CPA, CGMA, Assistant Auditor-Controller
San Joaquin County
Katherine Miller, Chair
San Joaquin Board of Supervisors
Stanley W. Lawrence, Chief – Tax
San Joaquin County
Chris Hill, Principal Program Budget Analyst
Local Government Unit
California Department of Finance
Richard J. Chivaro, Chief Counsel
State Controller's Office

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

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Attachment—County's Response to Draft Audit Report

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Audit Report

Summary

The State Controller's Office (SCO) audited the methods employed by San Joaquin County to apportion and allocate property tax revenues for the period of July 1, 2015, through June 30, 2018.

Our audit found an instance of noncompliance with California statutes for the apportionment and allocation of property tax revenues for the audit period. Specifically, we determined that the county incorrectly computed and distributed property tax revenues.

Background

After the passage of Proposition 13 in 1978, the California State Legislature (Legislature) enacted new methods for apportioning and allocating property tax revenues to local government agencies, school districts, and community college districts. The main objective was to provide local government agencies, school districts, and community college districts with a property tax base that would grow as assessed property values increased. The method has been further refined in subsequent laws passed by the Legislature.

One key law was Assembly Bill 8, Chapter 282, Statutes of 1979, which established the method of allocating property taxes for fiscal year (FY) 1979-80 (base year) and subsequent fiscal years. The methodology is commonly referred to as the AB 8 process or the AB 8 system.

Property tax revenues that local government agencies receive each fiscal year are based on the amount received in the prior year plus a share of the property tax growth within their boundaries. Property tax revenues are then apportioned and allocated to local government agencies, school districts, and community college districts using prescribed formulas and methods defined in the Revenue and Taxation Code.

The AB 8 process involves several steps, including the transfer of revenues from school and community college districts to local government agencies (AB 8 shift) and the development of the tax rate area (TRA) annual tax increment (ATI) apportionment factors, which determine the amount of property tax revenues to be allocated to each jurisdiction.

The total amount to be allocated to each jurisdiction is then divided by the total amount to be allocated to all entities to determine the AB 8 factor (percentage share) for each entity for the year. The AB 8 factors are computed each year for all entities using the revenue amounts established in the prior year. These amounts are adjusted for growth annually using ATI factors.

Subsequent legislation removed from the AB 8 process revenues generated by unitary and operating nonunitary properties, pipelines, regulated railway companies, and qualified electric properties. These revenues are now apportioned and allocated under separate processes.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Other legislation established an Educational Revenue Augmentation Fund (ERAF) in each county. Most local government agencies are required to transfer a portion of their property tax revenues to the fund. The fund is subsequently apportioned and allocated to school and community college districts by the county auditor according to instructions received from the county superintendent of schools or the chancellor of the California community colleges.

Revenues generated by the different types of property tax are apportioned and allocated to local government agencies, school districts, and community college districts using prescribed formulas and methods, as defined in the Revenue and Taxation Code. Taxable property includes land, improvements, and other properties that are accounted for on the property tax rolls, which are primarily maintained by the county assessor. Tax rolls contain an entry for each parcel of land, including parcel number, owner's name, and value. The types of property tax rolls are:

- *Secured Roll*—Property that, in the opinion of the assessor, has sufficient value to guarantee payment of the tax levies and that, if the taxes are unpaid, the obligation can be satisfied by the sale of the property by the tax collector.
- *Unsecured Roll*—Property that, in the opinion of the assessor, does not have sufficient permanence or other intrinsic qualities to guarantee payment of taxes levied against it.
- *State-Assessed Roll*—Utility properties composed of unitary and operating nonunitary value assessed by the State Board of Equalization (BOE).
- *Supplemental Roll*—Property that has been reassessed due to a change in ownership or the completion of new construction, where the resulting change in assessed value is not reflected in other tax rolls.

To mitigate problems associated with the apportionment and allocation of property tax revenues, Senate Bill 418, which requires the State Controller to audit the counties' apportionment and allocation methods and report the results to the Legislature, was enacted in 1985.

Apportionment and allocation of property tax revenues can result in revenues to an agency or agencies being overstated, understated, or misstated. Misstated revenues occur when at least one taxing agency receives more revenue than it was entitled to, while at least one taxing agency receives less revenue than it was entitled to.

The agency that received less tax revenue than its statutory entitlement would have standing to require that adjustments be made by the county, either on a retroactive or prospective basis. SCO does not have enforcement authority or standing to require the county to take corrective action with respect to misallocation of tax revenues, unless the misallocation resulted in overpaid state funds (funds intended for the ERAF, school districts, or community college districts). SCO has authority to recover misallocations resulting in overpaid state funds pursuant to Government Code (GC) sections 12410, 12418, and 12419.5.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

GC section 12410 provides the State Controller with broad authority to "superintend the fiscal concerns of the state." GC section 12418 provides the State Controller with the authority to "direct and superintend the collection of all money due the State, and institute suits in its name" against all debtors of the State. GC section 12419.5 provides the State Controller with the authority to offset any amounts due the State against any amounts owed to the debtor by the State.

Revenue and Taxation Code (RTC) section 96.1(b) allows a reallocation of current audit findings and unresolved prior audit findings.

RTC section 96.1(c)(3) limits a cumulative reallocation or adjustment to one percent of the total amount levied at a one-percent rate of the current year's original secured tax roll. For reallocation to the ERAF, school districts, or community college districts, a reallocation must be completed in equal increments within the following three fiscal years, or as negotiated with the State Controller.

Objective, Scope, and Methodology

The objective of our audit was to determine whether the county complied with Revenue and Taxation Code, Health and Safety Code, and Government Code requirements pertaining to the apportionment and allocation of property tax revenues.

The audit period was July 1, 2015, through June 30, 2018.

To achieve our objective, we:

- Interviewed key personnel to gain an understanding of the county's process for apportioning and allocating property tax revenues;
- Reviewed the county's written procedures for apportioning and allocating property tax revenues;
- Performed analytical reviews to assess the reasonableness of property tax revenues;
- Judgmentally selected a non-statistical sample of five from approximately 180 taxing jurisdictions within the county for all fiscal years in the audit period (the actual number of taxing jurisdictions, which include the ERAF, can vary from year to year based on jurisdictional changes). Errors found were not projected to the intended (total) population. Then, we:
    - Recomputed apportionment and allocation reports to verify computations used to develop property tax apportionment factors;
    - Tested TRA reports to verify that the correct TRA factors were used in the computation of the ATI;
    - Reviewed supplemental property tax administrative costs and fees to determine whether recovery costs associated with administering supplemental taxes were based on actual costs and did not exceed five percent of revenues collected, as prescribed in statute;
    - Verified computations used to develop supplemental property tax apportionment factors;

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

- Verified unitary and operating nonunitary, and unitary regulated railway computations used to develop apportionment factors;
- Reviewed Redevelopment Property Tax Trust Fund deposits;
- Reviewed property tax administration cost reports and recomputed administrative costs associated with work performed for apportioning and allocating property tax revenues to local government agencies, school districts, and community college districts;
- Reviewed ERAF reports and verified computations used to determine the shift of property taxes from local government agencies to the ERAF and, subsequently, to school and community college districts;
- Reviewed the Sales and Use Tax letter and recomputed Vehicle License Fee computations used to verify the amount transferred from the ERAF to counties and cities to compensate for the diversion of these revenues; and
- Reviewed BOE jurisdictional change filing logs and their impact on the tax apportionment and allocation system.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

We limited our review of the county's internal controls to gaining an understanding of the transaction flow to develop appropriate auditing procedures. We did not evaluate the effectiveness of internal controls relevant to the apportionment and allocation of property tax revenues. We did not audit the county's financial statements.

We conducted this audit under the authority of GC section 12468, which requires the SCO to audit the apportionment and allocation of property tax revenues. A property tax bill contains the property tax levied at a one percent tax rate pursuant to the requirement of Proposition 13. A bill may also contain special taxes, debt service levies on voter-approved debt, fees, and assessments levied by the county or a city. The scope of our audit is concerned with the distribution of the one percent tax levy. Special taxes, debt service levies on voter-approved debt, fees, and assessments levied by the county or a city are beyond the scope of our audit and were not reviewed or audited.

Conclusion

Our audit found that San Joaquin County did not comply with California statutes for the apportionment and allocation of property tax revenues for the audit period. Specifically, we determined that the county incorrectly computed and distributed property tax revenues.

This instance of noncompliance is described in the Finding and Recommendation section of this audit report.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Follow-up on Prior Audit Findings

The county has satisfactorily resolved the findings noted in our prior audit report, for the period of July 1, 2010, through June 30, 2015, issued July 8, 2016.

Views of Responsible Officials

We issued a draft audit report on January 2, 2020. Jerome C. Wilverding, Auditor Controller, responded by letter dated January 13, 2020 (Attachment), partially agreeing with the finding. The county agrees that it incorrectly distributed revenues generated by aircraft values using the AB 8 factors; however, it disagrees that including aircraft property assessed values in the computation of the ATI is incorrect. The county's complete response is included as an attachment to this audit report.

Restricted Use

This audit report is solely for the information and use of San Joaquin County, the Legislature, the California Department of Finance, and the SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this audit report, which is a matter of public record and is available on the SCO website at www.sco.ca.gov.

JIM L. SPANO, CPA
Chief, Division of Audits

February 28, 2020

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Finding and Recommendation

FINDING—Computation and Distribution of Property Tax Revenue

During testing of the county's property tax revenue computation and distribution process, we found that from FY 2015-16 through FY 2017-18, the county:

- Incorrectly included aircraft properties' assessed values in its computation of the ATI; and
- Incorrectly distributed property tax revenues generated by aircraft properties by using AB 8 factors.

The errors resulted in the misallocation of the AB 8 revenues to all affected entities, including the ERAF. We did not quantify the monetary impact due to the complexity of the calculation and the various components involved.

In discussing the error with the county, we concluded that the error occurred due to a differing interpretation of statutes.

RTC sections 96 through 96.5 provide the legal requirements for the computation of ATI and the apportionment and allocation of property tax revenues.

ATI is the difference between the total amount of property tax revenues computed each year using the equalized assessment roll and the sum of the amounts allocated pursuant to RTC section 96.1(a). Each TRA will receive an increment based on its share of the incremental growth in assessed valuations. ATI added to the tax computed for the prior fiscal year will develop the apportionments for the current fiscal year.

Recommendation

We recommend that the county:

- Update and implement policies and procedures to exclude aircraft properties' assessed values in the computation of the ATI;
- Establish and implement policies and procedures for apportionment and allocation of the property tax revenues generated by aircraft properties in accordance with RTC sections 5451 through 5456; and
- Recalculate the ATI computation for FY 2015-16 through FY 2017-18, and:
  - Make monetary adjustments to the ERAF, school districts, and community college districts; and
  - Make monetary adjustments to all other affected taxing jurisdictions, if the amounts are significant.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

County's Response

The county partially agrees with the finding:

- We respectfully disagree that San Joaquin County incorrectly included aircraft properties' assessed values in its computation of the annual tax increment. Our position on this issue is discussed in detail on the attached response made by San Joaquin, San Mateo, and Los Angeles Counties dated September 4, 2019. This attachment also includes SCO's November 18, 2019 email to the Counties' joint statement, and the Counties' second joint statement, dated December 4, 2019, responding to the SCO's November 19, 2019 email.
- We agree that San Joaquin County incorrectly distributed property tax revenues generated by aircraft properties by using AB 8 factors. We will make the appropriate adjustments to correct this issue when the matter regarding the aircraft valuation item discussed above is finally resolved. We believe that making the adjustments separately will potentially create excessive adjustments and be unnecessarily disruptive to the districts affected by these changes. We have confirmed this approach with Scott Froesmeier, Audit Manager of the State Controller's Office, and he agreed.

SCO Comment

Our finding and recommendation remain unchanged.

On December 4, 2019, the Counties of San Joaquin, San Mateo, and Los Angeles submitted a joint statement disputing the SCO directive for the three counties to exclude noncommercial aircraft assessed value growth from the calculation of the property tax allocation factors (commonly known as the AB 8 factors) under RTC sections 96.1 and 96.5. The counties requested that the SCO provide a detailed legal analysis for the counties' consideration, or remove the finding.

On January 15, 2020, SCO staff counsel provided its legal analysis to the three counties regarding the SCO's position that noncommercial aircraft assessed values should be excluded from the calculation of the property tax allocation factors. In summary, some reasons cited for the SCO's conclusion are 1) the longstanding BOE interpretation; 2) the views of the California Association of County Auditors, contained in the *Property Tax Managers Manual*; and 3) the fact that including the aircraft assessed values contravenes the legislative purpose of the AB 8 process.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Attachment—
County's Response to Draft Audit Report

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

JEROME C. WILVERDING
AUDITOR-CONTROLLER
SAN JOAQUIN COUNTY

ASSISTANT AUDITOR-CONTROLLER
Jeffrey M. Woltkamp, CPA

CHIEF DEPUTIES
Ted Hil – Accounting
Janice McCutcheon, CPA – Internal Audit
Stanley Lawrence – Property Tax

PAYROLL ADMINISTRATOR
Lori Rolen

January 13, 2020

Ms. Lisa Kurokawa
Chief, Compliance Audits Bureau
State Controller's Office
Division of Audits
P.O. Box 942850
Sacramento, CA 942850

RE: Property Tax Apportionment and Allocation System Audit Report Draft for the Period of July 1, 2015 through June 30, 2018

Dear Ms. Kurokawa:

On January 2, 2020, the State Controller's Office (SCO) issued the DRAFT San Joaquin County Audit Report "Apportionment and Allocation of Property Tax Revenues" that included two findings and recommendations to the San Joaquin Auditor-Controller. This letter provides the County Auditor-Controller's Office's response to the findings and recommendations made in your letter.

- We respectfully disagree that San Joaquin County incorrectly included aircraft properties' assessed values in its computation of the annual tax increment. Our position on this issue is discussed in detail on the attached response made by San Joaquin, San Mateo, and Los Angeles Counties dated September 4, 2019. This attachment also includes the SCO's November 18, 2019 email to the Counties' joint statement, and the Counties' second joint statement, dated December 4, 2019, responding to the SCO's November 18, 2019 email.

- We agree that San Joaquin County incorrectly distributed property tax revenues generated by aircraft properties by using AB 8 factors. We will make the appropriate adjustments to correct this issue when the matter regarding the aircraft valuation item discussed above is finally resolved. We believe making the adjustments separately will potentially create excessive adjustments and be unnecessarily disruptive to the districts affected by these changes. We have confirmed this approach with Scott Freeamier, Audit Manager of the State Controller's Office, and he agreed.

44 N. San Joaquin Street, Suite 550, Stockton, CA 95202
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Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Sincerely,

Jerome C. Wilverding

Jerome C. Wilverding

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

ARLENE BARRERA
ACTING AUDITOR-CONTROLLER
LOS ANGELES COUNTY

JUAN RAIGOZA
CONTROLLER
SAN MATEO COUNTY

JEROME C. WILVERDING
AUDITOR-CONTROLLER
SAN JOAQUIN COUNTY

September 4, 2019

Lisa Kurokawa
Chief, Compliance Audits Bureau
State Controller's Office, Division of Audits
P.O. Box 942850
Sacramento, CA 94250

RE: Exclusion of Noncommercial Aircraft Assessed Value Growth From Property Tax Allocation Factors

Dear Ms. Kurokawa:

This statement is submitted jointly by the counties of Los Angeles, San Mateo, and San Joaquin (Counties) to address an audit finding issued by the State Controller's Office (SCO) that directs the Counties to exclude noncommercial aircraft assessed value growth (Aircraft Growth) from the calculation of property tax allocation factors (referred to as the "AB 8 allocation factors"). Hereafter, all future references to "aircraft" means "non-commercial aircraft."

The Counties object to the audit finding for the following of reasons:

1. There is no express provision in Revenue & Taxation Code (the "R&T Code") to exclude noncommercial aircraft when calculating the AB 8 factors. To the contrary, the plain language of the R&T Code (in defining the "last equalized roll") *requires* the inclusion of Aircraft Growth in calculating AB 8 factors. In fact, the base year property tax allocations initially established in Fiscal Year (FY) 1979-80 included the revenues of noncommercial aircraft;

2. The statutes governing the "allocation" process (which require the inclusion of Aircraft Growth in the calculation of AB 8 factors) as set forth in R&T Code Sections 96 *et seq.* are separate and distinct from the statutes governing the "apportionment" or "distribution" of noncommercial aircraft tax revenue set forth in R&T Code Sections 5451-5456. Because there is no ambiguity in the language of the relevant allocation statutes, there is no need to look to the legislative history of R&T Code Sections 5451-5456 for guidance. Moreover, even if one were to consider the legislative history of those sections, it would only be informative as to the Legislature's intent regarding the distribution of tax revenue as opposed to the calculation of AB 8 factors;

[illegible]

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

3. Excluding Aircraft Growth from the calculation of AB 8 factors in the absence of clear statutory authority leads to a number of unintended and problematic consequences with respect to the myriad of other calculations that the Counties' auditor-controllers must undertake each year;

4. To the extent that there are perceived inequities between the allocation process and distribution process for Aircraft Growth which need to be addressed, the only remedy is for the Legislature to amend the applicable statutes.

Each of these grounds is discussed in greater detail below.

1. **There is no express provision in the R&T Code allowing auditor-controllers to exclude noncommercial aircraft when calculating AB 8 factors, and, in fact, Aircraft Growth must be included in such calculations.**

One of the audit finding's fundamental problems is that it fails to differentiate between those provisions of the R&T Code which concern the "apportionment" (*i.e.*, distribution) of taxes levied on noncommercial aircraft and those provisions which concern the "allocation" of assessed aircraft values in calculating AB 8 factors and determining the "last equalized roll."[1]

As the SCO has acknowledged, R&T Code Sections 5451-5456 provide for the *apportionment* of the unsecured countywide property tax levied on aircraft and require such taxes to be *distributed* according to one of two schemes (i.e., either "1/3 city, 1/3 county, 1/3 school districts" or a "1/2 county, 1/2 school districts"). Notably, Sections 5451-5456[2] fall within Division 1 ("Property Taxation"), Part 10 ("Aircraft Assessment and Taxation"), Chapter 6 ("Distribution") of the Revenue & Taxation Code. Indeed, R&T Code Section 5451, the first section of Chapter 6, expressly provides that "[t]he revenue derived from any tax levied pursuant to this part shall be *distributed* as prescribed in this chapter." (emphasis supplied).

Significantly, while Sections 5451-5456 clearly call for the *distribution* of taxes levied on aircraft pursuant to a non-AB 8 scheme, there are no parallel sections to adjust the way that local auditor-controllers are to incorporate the assessed value of such aircraft into the R&T Code's *allocation* calculations (*i.e.*, R&T Code Section 96 *et seq.*) which, it should be noted, are set forth within Division 1 ("Property Taxation"), Part 0.5 ("Implementation of Article XIIIA of the California Constitution"), Chapter 6 ("Allocation of Property Tax Revenue"), Article 2 ("Basic Revenue Allocations") of the Revenue & Taxation Code.

---

1 Cal. Rev. & Tax. Code § 2050 further provides that any reference to the "last equalized county assessment roll" or other similar references to the current assessment roll or latest assessment roll shall be taken to reference the "last equalized roll" as defined in Part 3, Chapter 3.

2 Unless otherwise indicated, all subsequent statutory references are to the Revenue and Taxation Code.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Indeed, the various interrelated sections of the R&T Code actually *require* the inclusion of the assessed value of noncommercial aircraft in the auditor-controller's AB 8 calculations. Section 2052 provides that the "last equalized roll" is determined each year by adding the following:

> The "local roll" (which is defined in Section 109 as "those parts of the secured and unsecured roll containing property which it is the county assessor's duty to assess") "as delivered to the auditor" which delivery must be prior to July 1st pursuant to Section 617;
>
> Including any changes made by the county board during the month of July,
>
> +
>
> together with the "board roll" (which, pursuant to Section 756, must be delivered by the BOE to the local auditor-controller on or before July 31st) and
>
> +
>
> the estimate (from the state) with any changes transmitted pursuant to Section 755 (which connects total unitary value and operating nonunitary value of state-assessed property and which must be transmitted by July 15th).

Section 2052 further provides that the components listed above, taken together, "shall become the last equalized roll on August 20, and such rolls together shall continue to be the last equalized roll." (Cal. Rev. & Tax. Code § 2052).

Section 96.1 of the Revenue and Taxation Code establishes the method for auditor-controllers to calculate the AB 8 allocation factors. Specifically, Section 96.1 provides that the AB 8 allocation factors include two components: (1) the property tax allocated to that local government in the prior fiscal year (the "base"), plus (2) a share of the growth (positive or negative) in tax revenue attributable to the growth in assessed value in that local government's jurisdiction ("Annual Tax Increment").

Section 96.5 provides how auditor-controllers must calculate Annual Tax Increment: as a general matter, the auditor-controller must determine the total property tax revenue in the current year based on the equalized assessment roll (*i.e.*, the "last equalized roll" for the current year pursuant to R&T Code § 2050), then subtract the total property tax revenue allocated in the prior year under Section 96.1. Thus, calculating Annual Tax Increment—and by extension, the AB 8 allocation factors—requires use of the equalized assessment roll.

Put another way, as personal property subject to taxation at general property tax rates (*see* Rev. & Tax. Code §§ 5362, 5391), noncommercial aircraft are included in the local roll component of the last equalized roll. *See* Cal. Rev. & Tax. Code §§ 109, 2052; Cal. Code Regs., tit. 18, § 252. The last equalized roll, in turn, is used to calculate Annual Tax Increment, and Annual Tax Increment is a component of the AB 8 allocation factors. Accordingly, Aircraft Growth must be included in the AB 8 allocation factors.[3]

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[3] Additionally, pursuant to Sections 106 and 109, noncommercial aircraft are part of the "unsecured roll" which is part of "the entire assessment roll."

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Inclusion of noncommercial aircraft values in the property tax allocations system is not new and goes back to implementation of Proposition 13. Section 96 and Government Code Section 26912 which together established the base year property tax allocation in the 1979-80 fiscal year, required auditor-controllers to allocate to each local government an amount of property tax revenue based on the average of the taxes received by each local government in the three fiscal years prior to FY 1978-79. This three-year average of tax revenues included revenue from taxes on noncommercial aircraft. Noncommercial aircraft revenues were included in the base year allocation, and Sections 96.1 and 96.5 carry that practice forward each year thereafter. Nothing in Section 96 or Government Code Section 26912 for the base year, Section 96.1 or Section 96.5 for subsequent allocations, nor any other law passed by the Legislature since Proposition 13, allow for the exclusion of the Aircraft Growth from the AB 8 allocation factors.

2. **Because the allocation statutes are clear, there is no need to look to the legislative history of AB 1994. Moreover, AB 1994's legislative history is only informative as to the Legislature's intent regarding the *distribution* of aircraft tax revenue as opposed to the *allocation* of Aircraft Growth in connection with the calculation of AB 8 factors.**

The SCO premised its finding on legislative actions leading up to passage of Assembly Bill 1994 (Lockyer, 1983). Specifically, the SCO points to the Legislative history indicating that AB 1994 initially included, then removed, a provision repealing the sections of the Revenue and Taxation Code governing distribution of aircraft property tax revenue (Sections 5451-5456) as well as an amendment to Section 5392 which would have provided that aircraft property tax revenue be distributed in the same manner as all other personal property. We understand the SCO interprets those actions as demonstrating an intent by the Legislature to remove Aircraft Growth from the AB 8 allocation factors.

The Counties disagree with this premise on two grounds: First, general principles of statutory interpretation only look to legislative history when existing law is subject to two or more reasonable interpretations. However, the California Supreme Court stated, "[i]f there is no ambiguity in the language [of a statute], we presume the Legislature meant what it said, and the plain meaning of the statute governs." (*Hunt v. Superior Court* (1999) 21 Cal.4th 984, 1000.) Here, the law governing what is included in the AB 8 allocation factors is clear:

- Annual Tax Increment is a component of the AB 8 Allocation Factors (Section 96.1);
- Annual Tax Increment is derived from the equalized assessment roll (Section 96.5);
- "Roll" means the entire assessment roll, including the local roll (Section 109);
- The local roll includes all personal property subject to taxation at general property tax rates. (Cal. Code Regs., tit. 18, § 252.)
- Noncommercial aircraft are personal property on the unsecured roll subject to taxation at general property tax rates. (Sections 5362 & 5391.)

These provisions of law indicate the Legislature's intent to include Aircraft Growth in the AB 8 allocation factors. There is no reasonable alternative interpretation of these laws that suggest the

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Legislature intended otherwise. There is no justification to second-guess the Legislative intent displayed by the laws listed above by examining the Legislative history of AB 1994.

Moreover, even if AB 1994's legislative history were to be considered, it would not demonstrate an intent to exclude Aircraft Growth from the AB 8 *allocation* process. This is because, as noted above, Sections 5451 through 5456 only describe how aircraft tax revenue is *distributed*—these sections do not address AB 8 allocation factors. Similarly, the proposed amendments to Section 5392 would simply have modified *distribution* of tax revenues, as opposed to *allocation* of Aircraft Growth. Had the Legislature intended to exclude aircraft from the calculation of AB 8 factors, it knew how to do so. For example, Section 96 makes the allocation of property tax revenue "subject to the allocation and payment of funds as provided for in subdivision (b) of Section 33670 of the Health and Safety Code..."). With this, the Legislature excluded tax revenues generated in redevelopment project areas because those revenues were subject to both *allocation and payment* according to other provisions of law. However, the Legislature did not do the same to exclude aircraft from the AB 8 allocation factors. This left Aircraft Growth part of the AB 8 allocation factors for purposes of allocating general property tax revenues, but preserved Sections 5451 through 5456 for purposes of distributing aircraft tax revenues. The only intent that can be derived from the Legislative history of AB 1994 is an intent to preserve *distribution* of aircraft tax revenue through the manner prescribed in Section 5451 *et seq.*, which was accomplished by not repealing those sections. But the Legislature history reveals no such intent to change the AB 8 allocation computation.

Additionally, compelling Counties to modify the computation of the AB 8 allocation factors based on the SCO's interpretation of Legislative history, rather than the clear text of the law, is a violation of the rulemaking requirements applicable to the SCO, as set forth in California's Administrative Procedure Act. (Gov. Code 11340.5.) If the SCO believes Aircraft Growth should be excluded from the AB 8 calculation, the SCO should implement that belief through the tools available to that Office: either by adopting regulations to that effect, pursuant to Section 96.1(c)(1); or recommending changes to the Legislature pursuant to Government Code Section 12468.

3. Excluding Aircraft Growth from the calculation of AB 8 factors in the absence of clear statutory authority leads to a number of unintended and problematic consequences.

The SCO's proposed audit finding states the Counties "incorrectly included unsecured aircraft assessed values in its computation of the annual tax increment." This implies the Counties must exclude noncommercial aircraft from the "last equalized roll", which leads to a number of unintended and problematic consequences. This is because, in addition to the calculation of AB 8 factors, the "last equalized roll" is utilized to calculate each taxing entity's debt limit for the purpose of issuing bonds as well as "*for all other purposes* . . . ." Cal. Rev. & Tax Code § 2052(b) (emphasis supplied). For example, pursuant to Cal. Health & Safety Code § 34182(c)(1), the last equalized roll is utilized to calculate each former redevelopment agency's tax increment. (H&S § 34182(c)(1)) ("The county auditor-controller shall calculate the property tax revenues using current assessed values on the last equalized roll on August 20, pursuant to Section 2052 of the Revenue and Taxation Code . . . ."). Additionally, the last equalized roll is utilized to calculate

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Vehicle License Fee amounts (Sections 97.70(c)(1)(B)(i)(II)(ib), 97.70(c)(1)(C)(ii)(II), and 97.70(c) (2)(B)(ii)(II)).[4]

As a result, to the extent that local auditor-controllers will be required to exclude noncommercial aircraft from the last equalized roll for AB 8 calculation purposes, such Aircraft Growth must also be excluded from the last equalized roll in determining each taxing entity's bonding capacity and a myriad of other calculations.

4. **To the extent that there are perceived inequities between the allocation process and distribution process for Aircraft Growth, the only remedy is for the Legislature to amend the applicable statutes.**

While the inclusion of Aircraft Growth in AB 8 calculations may seem inconsistent, this conclusion alone does not justify deviation from the plain language of the R&T Code. There must be an express statutory provision authorizing such exclusion. Prior to the passage of the so-called "TEA City" legislation, for example, it may have appeared inequitable that no-tax or low-tax cities would not receive their proportional share of the 1% general property tax. Until the provisions of the R&T Code were amended, however, local auditor-controllers were not permitted to simply adjust AB 8 factors to account for this perceived inequity.

It is noteworthy that when the Legislature has wanted the "last equalized roll" to exclude certain amounts or adjustments, it has specifically provided for them. Indeed, Section 2052 expressly requires that exclusions from the last equalized roll be set forth elsewhere in the R&T Code. *See* Cal. Rev. & Tax. Code 2052 (providing that the local roll and the additions set forth therein "*shall continue to be the last equalized roll, except as otherwise provided in this chapter . . . .*") (emphasis supplied). For example, Section 2053 provides that if an assessment appeals board makes any change in the local roll, then those changes (along with the State's transmissions regarding State-assessed properties) "shall become the last equalized roll on the date the auditor receives notice of the action of the board, ***except for the purpose of computing any debt limit referred to in Section 2052.***" (emphasis supplied).

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[4] Section 2052 provides that "last equalized roll" is utilized by local auditor-controllers "(a) for the purpose of computing any debt limit for the issuance of bonds of any public entity that is based on a percentage of assessed valuation as shown on the last equalized assessment roll and (b) *for all other purposes*, until the assessment roll for the following year becomes the last equalized roll in accordance with the provisions of this section." (Rev. & Tax. Code § 2052) (emphasis supplied). As such, the exclusion of aircraft assessed values – as proposed by the SCO – would have consequences beyond AB 8 calculations.

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Ms. Lisa Kurokawa
September 4, 2019
Page 7

In light of the foregoing, the Counties respectfully request the SCO withdraw its proposed recommendation concerning Aircraft Growth.

Arlene Barrera
Acting Auditor-Controller
Los Angeles County

Juan Raigoza
Controller
San Mateo County

Jerome C. Wilverding
Auditor-Controller
San Joaquin County

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RDA.[illegible]

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)



ARLENE BARRERA
AUDITOR-CONTROLLER
LOS ANGELES COUNTY



JUAN RAIGOZA
CONTROLLER
SAN MATEO COUNTY



JEROME C. WILVERDING
AUDITOR-CONTROLLER
SAN JOAQUIN COUNTY

December 4, 2019

Lisa Kurokawa
Chief, Compliance Audits Bureau
State Controller's Office, Division of Audits
P.O. Box 942850
Sacramento, California 94250

RE: Follow-up Response to Exclusion of Noncommercial Aircraft Assessed Value Growth From Property Tax Allocation Factors

Dear Ms. Kurokawa:

On September 4, 2019, the counties of Los Angeles, San Mateo, and San Joaquin ("Counties") submitted a joint statement disputing the State Controller's Office ("SCO") draft audit finding that directs the Counties to exclude noncommercial aircraft assessed value growth ("Aircraft Growth") from the calculation of property tax allocation factors ("AB 8 allocation factors"). The Counties' statement set out four specific concerns challenging the legal basis for the disputed audit finding, including: (1) there is no express provision of law that excludes Aircraft Growth from the AB 8 allocation factors; (2) the statutes governing calculation of the allocation factors are different from the statutes governing property tax distribution; (3) excluding aircraft growth will have unintended and problematic consequences; and (4) the proper method to correct any perceived discrepancies between the statutes governing allocation and distribution is through the legislative process. These concerns were supported with nearly seven pages of detailed legal analysis, including references to the specific statutes requiring the inclusion of Aircraft Growth in the calculation of AB 8 allocation factors.

The SCO responded on November 18, 2019, with two conclusory sentences that merely reiterated the SCO's position that Aircraft Growth should not be included in the AB 8 allocation factors. While the response indicates that SCO's legal counsel has several legal reasons justifying this conclusion, the SCO declined to disclose their counsel's analysis and instead only shared "three" of the reasons: "the aircraft assessed values runs counter to the legislative purpose of the AB 8 process, the longstanding BOE interpretation, and the view of the California Association of County Auditors (PTX Managers Manual)." Notably absent was any legal analysis explaining how the statutes governing the AB 8 allocation factor calculation support the SCO's conclusion, let alone citation to statutes actually directing the exclusion of Aircraft Growth from the calculation of AB 8 allocation factors.

[illegible]

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

Ms. Lisa Kurokawa
December 4, 2019
Page 2

County auditor-controllers have a legal duty to administer the property tax system according to the law as it reads in the Revenue and Taxation Code. Throughout the Sections governing the basic revenue allocations (Sections 96 through 96.81), the Legislature uses the term "shall" to mandate how property tax allocations are to be calculated. This requires the Counties to administer the property tax system according to the calculations and formulas set forth in those statutes.

Without legal justification rooted in specific statutory provisions, the SCO's proposed audit finding effectively asks the Counties to disregard the law. The Counties need more than conclusory statements from the SCO to change their AB 8 allocation factor calculation to a different one that, in the Counties' view, violates the law. The Counties therefore request the SCO either provide a detailed legal analysis for the Counties' consideration, or remove this proposed audit finding from the pending audit report.

Arlene Barrera	Juan Raigoza	for Jerome C. Wilverding
Auditor-Controller	Controller	Auditor-Controller
Los Angeles County	San Mateo County	San Joaquin County

SDA.002739495.4

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

State Controller's Office
Division of Audits
Post Office Box 942850
Sacramento, CA 94250

http://www.sco.ca.gov

Attachment: General Government 03.24.2020 (6063 : BOS - Communications)

SAN JOAQUIN COUNTY
Greatness grows here.

Office of the County Administrator
Monica Nino, County Administrator
Jerry Becker, *Assistant County Administrator*

March 10, 2020

Board of Supervisors
County Administration Building
Stockton, CA

Dear Board Members:

Approve and Authorize an Agreement for Property Tax Allocation Upon Annexation Between the County of San Joaquin and the City of Tracy for the Period of April 1, 2020 to July 31, 2026

RECOMMENDATION

It is recommended that the Board of Supervisors approve and authorize the Chair to execute an Agreement for Property Tax Allocation upon Annexation between the County of San Joaquin and the City of Tracy for the period of April 1, 2020 to July 31, 2026.

REASONS FOR RECOMMENDATION

California annexation procedures require that property tax allocation agreements be in place before the Local Agency Formation Commission (LAFCo) can process an annexation application. A Property Tax Allocation upon Annexation Agreement, often referred to as a "Master Annexation Agreement", can be executed between a county and a city to cover all annexations that occur during a defined timeframe, or individual agreements can be executed for each annexation.

On November 20, 2012, San Joaquin County executed a Master Annexation Agreement with the City of Tracy (A-12-474). The term of the 2012 Master Annexation Agreement between the County and the City was for the period of November 20, 2012 through July 31, 2019. On August 13, 2019, the Board of Supervisors approved an initial six-month extension of the Agreement with the same terms and conditions to January 31, 2020 to provide staff additional time for negotiations. On January 28, 2020, the Board of Supervisors approved a second extension for three months to March 31, 2020 to allow staff time to finalize negotiations (A-20-18).

After lengthy conversations between the County and the City, both parties decided it would be best to enter into a new, multi-year agreement (through July 31, 2026) utilizing the existing terms and conditions of the 2012 Agreement.

The 2020 Master Annexation Agreement contains the following major provisions:

Property Tax Allocation

- For annexations that involve Detachment from a fire district, reallocated property taxes will be shared in the ratio of 80% County and 20% City of Tracy;

- For annexations that do not involve Detachment from a fire district:

    - Where consolidated fire districts were established prior to June 15, 1996, taxes will be shared in the ratio of 80% County and 20% City of Tracy;

    - Where consolidated fire districts were established between June 15, 1996 and June 15, 2003, taxes will be shared in the ratio of 85% County and 15% City of Tracy; and

    - Where consolidated fire districts were established after June 15, 2003, taxes will be shared in the ratio of 90% County and 10% City of Tracy.

Exclusions

- Areas where the County is receiving Transient Occupancy Tax (TOT) revenues will be individually negotiated between the County and City of Tracy to address the potential loss of TOT revenue to the County;

- Annexation agreements for areas with over $1 million in taxable sales will be individually negotiated between the County and the City of Tracy in order to address potential impacts on sales and use tax revenue to the County; and,

- The Master Annexation Agreement shall not apply to annexations that include (in whole or in part) more than fifty (50) acres of County owned property. Such annexations will be considered under separately negotiated and mutually beneficial annexation and development agreements.

County Capital Facilities Fee (CFF) Program Funding

- The City shall contribute to the County's funding for regional facilities by adopting or renewing a County facilities fee ordinance and resolution.

The Tracy City Council approved the proposed Master Annexation Agreement on March 10, 2020.

FISCAL IMPACT

There is no General Fund impact as a result of this action. The recommended Master Annexation Agreement will provide continued property tax revenues as development occurs and demands on services increase.

ACTION TO BE TAKEN FOLLOWING APPROVAL

Following execution of the Agreement, the County Administrator's Office will provide a signed copy to the City of Tracy, LAFCo, and the Auditor-Controller.

Sincerely,

Monica Nino
County Administrator

MN:MH

c: Jenny Haruyama City Manager, City of Tracy
Jim Glaser, Executive Officer, Local Agency Formation Commission
County Counsel
Auditor-Controller
Clerk of the Board for 03/24/20 Agenda

BL03-02

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/10/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approve and Authorize an Agreement for Property Tax Allocation Upon Annexation Between the County of San Joaquin and the City of Tracy for the Period of March 24, 2020 to July 31, 2026

THIS BOARD OF SUPERVISORS DOES HEREBY approve and authorize the Chairman to execute an Agreement for Property Tax Allocation upon Annexation between the County of San Joaquin and the City of Tracy for the period of March 24, 2020 to July 31, 2026.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation City of Tracy)

County of San Joaquin & City of_____
Agreement for Property Tax Allocation upon Annexation
A-20-_____

AGREEMENT entered into this____ day of_____, 2020 by and between the City of Tracy, hereinafter referred to as "CITY" and the County of San Joaquin, hereinafter referred to as "COUNTY";

PREAMBLE:

CITY and COUNTY acknowledge that both CITY and COUNTY have increasing service responsibilities with restrained revenue resources. There is no consensus between CITY and COUNTY regarding the analysis of local government funding issues arising from annexations. CITY and COUNTY each have their own distinctive and differing perspectives on costs and revenues generated by annexed areas. However, there is a statutory requirement for a Property Tax Allocation Agreement for the Local Agency Formation Commission to annex land.

WITNESSETH:

WHEREAS, Article 13A, Section 1 of the Constitution of the State of California limits ad valorem taxes on real property to one percent (1%) of full cash value; and

WHEREAS, Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code (Sections 95 et. seq.) provides for the allocation of property tax revenues; and

WHEREAS, CITY and COUNTY must have an agreement for the allocation of property tax revenues upon annexation.

NOW, THEREFORE, in consideration of the premises and the following terms and conditions, the parties hereto agree as follows:

1. DEFINITIONS. The words and phrases in this Agreement shall have meanings as set forth below:

   A. "Annexation Property Tax Base" shall mean the Base Year sum of the ad valorem tax allocated to Detaching Special Districts, as defined herein, and to COUNTY within the area being annexed.

   B. "Detaching Special Districts" shall mean those political subdivisions organized pursuant to the laws of the State of California whose functions within the area being annexed are terminated and/or assumed by CITY.

   C. "Detachment" shall mean the removal from a special district of any portion of the territory of that special district.

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

D. "Base Year" shall mean the assessed valuation applicable to the property and improvements within the area being annexed at the time the application for annexation is submitted to the Local Agency Formation Commission (LAFCo).

E. "Incremental Growth" shall mean the total increase or decrease in the property tax base over the base year within the annexed area.

2. PROPERTY TAX ALLOCATION.
Upon each annexation, property tax allocation shall be determined pursuant to one of the following provisions:

A. For annexations that involve Detachment from a fire district, CITY and COUNTY shall, upon each annexation that in whole or in part, involves Detachment from a fire district, share in the Annexation Property Tax Base and all Incremental Growth thereof pursuant to the ratio of 20% CITY and 80% COUNTY for all portions of the annexation that involve Detachment from a fire district.

B. For annexations that do not involve Detachment from a fire district, CITY and COUNTY shall, upon each annexation that in whole or in part, does not involve Detachment from a fire district, share in the Annexation Property Tax Base and Incremental Growth thereof, for all portions of the annexation that do not involve Detachment from a fire district, as follows:

i. Consolidated fire districts established prior to June 15, 1 996, pursuant to the ratio of 20% CITY and 80% COUNTY.

ii. Consolidated fire districts established between June 15, 1996 and June 15, 2003, pursuant to the ratio of 15% CITY and 85% COUNTY.

iii. Consolidated fire districts established subsequent to June 15, 2003, pursuant to the ratio of 10% CITY and 90% COUNTY.

C. For annexations by the cities of Escalon and Ripon only, notwithstanding Subsections 2A and 2B, CITY and COUNTY shall , upon each annexation, share in the Annexation Property Tax Base and all Incremental Growth thereof pursuant to the ratio of 36.6% CITY and 63.4% COUNTY, until such time as the current population of CITY, based on the most recent estimates published by the California State Department of Finance, exceeds 18,000.

D. For the City of Tracy 200 3 Gateway annexation only, CITY and COUNTY, from the date of this agreement forward, shall share in the Annexation Property Tax Base and all Incremental Growth thereof pursuant to the ratio of 15% CITY and 85% COUNTY.

3. APPLICATION OF AGREEMENT.

A. Term. The provisions of this Agreement shall apply to all pending and future annexations from the effective date of this Agreement through July 31, 2026, unless otherwise terminated under Section 10.

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

B. Effective date. The effective date of property tax allocation for each annexation shall be determined in accordance with Government Code Section 54902 and any succeeding statutory provisions. Current ly, statements of boundary change must be filed with the State Board of Equalization on or before December 1 of the year immediately preceding the year in which property taxes are to be shared.

C. Future property taxes. The provisions of this Agreement would also apply to any property exempt from ad valorem taxes which subsequently became taxable within the area to be annexed.

D. Terms of subsequent agreements. Except as noted in Section 2, property tax share allocated to CITY from future annexation areas will be no lower than any other city in San Joaquin County with the same criteria.

4. JOINT REVIEW.
CITY and COUNTY may jointly review COUNTY property tax records from time to time or as requested by CITY to verify accurate distribution under the Agreement.

5. EXCLUSIONS.

A. The Agreement shall not apply to proposed annexation areas where the COUNTY is currently receiving transient occupancy tax (TOT) revenues. Annexation agreements for areas where the COUNTY is currently receiving TOT revenues will be individually negotiated between the COUNTY and CITY to address the potential TOT loss to the COUNTY.

B. The Agreement shall not apply to proposed annexation areas where gross taxable sales, subject to sales and use taxes, exceed $1 million in the most recent year that taxable sales data is available from the State Board of Equalization or any other State successor organization that may provide taxable sales information. Annexation agreements for areas containing over $1 million in taxable sales will be individually negotiated between the COUNTY and CITY to address the potential sales and use tax loss to the COUNTY.

C. The Agreement shall not apply to annexations that, in whole or in part, include more than fifty (50) acres of COUNTY owned property. Such annexations will be considered under separately negotiated and mutually beneficial annexation and development agreements.

6. REGIONAL COOPERATION.
In consideration of the unique and mutual funding difficulties of both CITY and COUNTY, CITY and COUNTY will jointly develop and seek to implement changes in their activities which will improve the cost effectiveness of service delivery by both CITY and COUNTY, including but not limited to consolidation of services between governmental agencies and inter-agency contracting for services.

7. COUNTY CAPITAL FACILITIES FUNDING.
CITY recognizes the importance of regional services and facilities provided by the COUNTY for all residents of the entire COUNTY.

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

CITY shall contribute to COUNTY's funding for regional facilities by adopting or renewing a County facilities fee ordinance and resolution enacting and implementing the County Capital Facilities Fee (CFF) Program. In accordance with the requirements of Government Code Sections 66000 et seq., CITY shall adopt this ordinance and resolution prior to or concurrent with execution of this Agreement.

8. URBAN DEVELOPMENT COOPERATION.
A rational pattern of urban land uses is a common goal of CITY and COUNTY, as expressed in their respective General Plans. The efficient construction of urban infrastructure and the delivery of municipal services require cooperation between COUNTY and CITY within areas designated for urban development, specifically CITY'S Sphere of Influence.

   A. County General Plan Policy. COUNTY affirms the policies expressed in its General Plan that support concentration of additional major urban development within urban centers.

   B. Urban Planning and Development Cooperation. The preparation of land use and infrastructure plans within CITY'S Sphere of Influence, consistent with statutory guidelines, is encouraged. COUNTY shall refer all land use applications requiring discretionary approval within CITY'S Sphere of Influence to CITY for review and comment.

   C. Capital Facilities Funding and Cooperation. CITY and COUNTY will cooperate in the development of infrastructure plans within CITY'S Sphere of Influence. Relative to areas for which CITY and COUNTY have jointly adopted master plans for infrastructure and, upon request by CITY, COUNTY will schedule an Area Development Impact Fee (ADIF) for public hearing. This ADIF will incorporate CITY development impact fees that are specifically required to support jointly planned infrastructure. COUNTY shall cooperate in the construction of capital facilities thus funded.

9. COMMUNITY SERVICE FACILITIES

   A. Siting of Community Facilities. CITY and COUNTY recognize the importance of community services provided by COUNTY and other providers and also the importance of these services being convenient to residents of COUNTY making use of these services. Accordingly, as a part of the land use planning and pre-zoning for proposed municipal annexations, CITY will cooperate with COUNTY to identify community service needs of the local community and, where appropriate, work with COUNTY to locate potential sites for these community services facilities.

   B. CITY may elect to adopt or add to existing development impact fees in lieu of providing community service facility sites. Such fees may be administered within CITY or may be included as a component of the above-mentioned County Capital Facilities Fee.

10. TERMINATION.
This Agreement may be terminated, by any party hereto, upon six (6) months written notice which termination shall terminate the agreement for each and every party.

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

Said termination shall not affect annexations for which the LAFCo Executive Officer has issued a certificate of filing prior to the end of the six (6) month termination period.

11. GOVERNING LAW AND ATTORNEYS' FEES.
This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party because of any default under this Agreement or to enforce any provision of this Agreement, or to obtain a declaration of rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court. The standard of review for determining whether a default has occurred under this Agreement shall be the standard generally applicable to contractual obligations in California.

12. NOTICES.
Any notice of communication required hereunder among CITY and COUNTY must be in writing, and may be given either personally, by telefacsimile (with original forwarded by regular U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the parties at their addresses set forth below:

To CITY (City Manager):	With Copies To (City Attorney):
Jenny Haruyama 333 Civic Center Plaza Tracy, California 95376-4062 Telefacsimile: (209) 831-6120	Leticia Ramirez 333 Civic Center Plaza Tracy, California 95376-4062 Telefacsimile: (209) 831-6137
To COUNTY (County Administrator):	With Copies To (County Counsel):
Monica Nino County Administration Building 44 N. San Joaquin St., Ste. 640 Stockton, California 95202-2931 Telefacsimile: (209) 468-2875	J. Mark Myles County Administration Building 44 N. San Joaquin St ., Ste. 679 Stockton, California 95202-2931 Telefacsimile: (209) 468-0315

Any party hereto may at any time, by giving ten (10) days written notice to the other parties, designate any other address or facsimile number in substitution of the address or facsimile number to which such notice or communication shall be given.

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

13. SEVERABILITY.
If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended by mutual consent of the parties. Notwithstanding this severability clause, each subsection of Section 2 Property Tax Allocation and Section 5 Exclusions, is material and substantial and the failure of said subsection is the failure of material consideration, causing the agreement to be void from the date that the subsection is held invalid.

14. FURTHER ASSURANCES.
Each party shall execute and deliver to the other party or parties all such other further instruments and documents and take all such further actions as may reasonably necessary to carry out this Agreement and to provide and secure to the other party or parties the full and complete enjoyment of its rights and privileges hereunder.

15. CONSTRUCTION.
All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

16. OTHER MISCELLANEOUS TERMS.
The singular includes the plural; the masculine gender includes the feminine, "shall" is mandatory; "may" is permissive.

17. TIME.
Time is of the essence of each and every provision hereof.

18. COUNTERPART.
This agreement may be executed in counterpart agreements, binding each executing party as if said parties executed the same agreement.

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECOMMENDED FOR APPROVAL:

Jennifer D. Haruyama
City Manager

Monica Nino
County Administrator

CITY OF TRACY

Robert Rickman
Mayor

COUNTY OF SAN JOAQUIN

Katherine M. Miller
Chairman, Board of Supervisors

Approved as to Form

Leticia Ramirez
City Attorney

Approved as to Form

J. Mark Myles
County Counsel

ATTEST: Adrianne Richardson
City Clerk

ATTEST: Rachel DeBord
Clerk of the Board of Supervisors

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

RESOLUTION 2020-049

APPROVING A THIRD EXTENSION TO THE AGREEMENT
FOR PROPERTY TAX ALLOCATION UPON ANNEXATION BETWEEN THE
COUNTY OF SAN JOAQUIN AND THE CITY OF TRACY

WHEREAS, In 2004 the City of Tracy ("City") and the County of San Joaquin ("County") entered into the current property tax allocation agreement, with the agreement being renewed in 2012, and

WHEREAS, The agreement expired on July 31, 2019, two extensions to the agreement were approved by Council to allow for ongoing dialogue, with the current extension set to expire on March 31, 2020, and

WHEREAS, During the last several months, the City and County discussed potential amendments to the agreement, and in the end, the City and County found that potential changes were not accepted, and

WHEREAS, It is recommended that the existing agreement be approved for a seven-year term, expiring on July 31, 2026, and

WHEREAS, There is no fiscal impact to the General Fund as a result of this item;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a seven-year term extension to the Agreement for Property Tax Allocation Upon Annexation between the County of San Joaquin and the City of Tracy, expiring on July 31, 2026.

* * * * * * * * * * * * * * * * * *

The foregoing Resolution 2020-049 was passed and adopted by the Tracy City Council on the 10th day of March, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:	ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

Mayor

ATTEST:

City Clerk

Attachment: Annexation Agreement [Revision 1] (6064 : CAO - Approve and Authorize Agreement for Property Tax Allocation Upon Annexation

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF SAN JOAQUIN
44 NORTH SAN JOAQUIN STREET, SUITE 679
STOCKTON, CA 95202-2931
TELEPHONE: (209) 468-2980
FAX: (209) 468-0315

J. MARK MYLES
COUNTY COUNSEL
RICHARD M. FLORES
ASSISTANT COUNTY COUNSEL
KRISTEN M. HEGGE
CHIEF DEPUTY COUNTY COUNSEL

DEPUTY COUNTY COUNSEL:
MATTHEW P. DACEY
KIMBERLY D. JOHNSON
JASON R. MORRISH
QUENDRITH L. MACEDO
ROBERT E. O'ROURKE
LISA S. RIBEIRO
ZAYANTE (ZOEY) P. MERRILL
ERIN H. SAKATA
KIRIN K. VIRK

CHILD PROTECTIVE SERVICES COUNSEL:
(209) 468-1330
DANIELLE DUNHAM-RAMIREZ
SHANN S. KENNEDY
ALISTAIR SHEAFFER
MARK GABRIEL R. DORONIO

March 2, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Ste. 627
Stockton, CA 95202

Dear Board Members:

Approve Settlement of Legal Action Entitled
David Marquez v. County of San Joaquin, et al.:
San Joaquin Superior Court Case No. STK-CV-UPI-2018-2548
in the Amount of $150,000.

Recommendation

It is recommended that the Board of Supervisors approve the settlement of the legal action entitled David Marquez v. County of San Joaquin, et al.: San Joaquin Superior Court Case No. STK-CV-UPI-2018-2548 in the amount of $150,000.

Reason for Recommendation

Plaintiff claims that he was seriously injured by a dangerous condition involving a post hole while he was attending an event at a County park. Plaintiff filed suit claiming damages for personal injury and medical expenses.

While the County disputes the allegations, it has been determined that timely economic resolution together with release of any and all potential claims is in the best interests of the County. Pursuant to the authority previously rendered by the Board, the

Office of the County Counsel has negotiated a settlement of this case in the amount of $150,000.

Fiscal Impact

The sum of $150,000 will be paid out of the Self-Insurance Trust Fund.

Action to Be Taken Following Approval

The County Auditor-Controller is to draw a warrant at this time payable as follows:

- "Law Office of Lawrence Knapp FBO David Marquez" in the amount of $150,000.

Very truly yours,

KRISTEN M. HEGGE
Chief Deputy County Counsel

KMH/sh

c: Board Clerk for Agenda 3/24/2020
Board of Supervisors
County Administrator

Reviewed by County Administrator's Office:

Jolena Morris 3/6/2020

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/6/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approve Settlement of Legal Action Entitled
David Marquez v. County of San Joaquin, et al.:
San Joaquin Superior Court Case No. STK-CV-UPI-2018-2548
in the Amount of $150,000.

THIS BOARD OF SUPERVISORS DOES HEREBY approve the settlement of the legal action entitled David Marquez v. County of San Joaquin, et al.: San Joaquin Superior Court Case No. STK-CV-UPI-2018-2548 in the amount of $150,000.

FURTHER, it is ordered that the Auditor-Controller is to draw a warrant as follows:

- "Law Office of Lawrence Knapp FBO David Marquez" in the amount of $150,000.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order re Marquez (6025 : CC - Approve Settlement of David Marquez v. County of San Joaquin)

SAN JOAQUIN COUNTY
Greatness grows here.

Community Development Department

Planning · Building · Neighborhood Preservation

March 24, 2020

Board of Supervisors
Administration Building
44 N. San Joaquin St., Suite 627
Stockton, CA 95202

Dear Board Members:

APPROVAL OF AN AGREEMENT WITH DYETT & BHATIA URBAN AND REGIONAL PLANNERS FOR THE DEVELOPMENT TITLE UPDATE AND 2035 GENERAL PLAN REVISIONS THROUGH JUNE 2021 IN THE AMOUNT OF $641,410 AND AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO APPROVE CHANGE ORDERS UP TO $64,141 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $705,551. (ALL DISTRICTS)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve an Agreement with Dyett & Bhatia Urban and Regional Planners for the Development Title Update and 2035 General Plan Revisions, through June 30, 2021, in the amount of $641,410 (Attachment "A") and Authorize the Chair of the Board to execute the Contract;

2. Authorize the Community Development Director to approve change orders for additional services, in the amount of $64,141, for a total not-to-exceed $705,551; and

3. Authorize the Community Development Director to approve an optional extension of the agreement for up to six-months.

BACKGROUND:

On December 13, 2016, the Board of Supervisors approved the 2035 General Plan for the physical development of the County and related land outside its boundaries pursuant to Government Code Section 65300[1]. Pursuant to Government Code Section 65860[2], adopted zoning ordinances shall be consistent with the General Plan. In addition, the various land uses authorized by the zoning ordinance must be compatible with the objectives, policies, general land uses, and programs specified in the General Plan.

[1] Required pursuant to California Planning and Zoning Law, Chapter 3, Article 5, Section 65300.
[2] California Planning and Zoning Law, Chapter 4, Article 2, Section 65860.

The original contract scope for the 2035 General Plan included an update to the County's zoning ordinance, County Code of Ordinances Title 9, which is also known as the Development Title. The Development Title has not had a comprehensive update since its adoption in 1992. The update was intended to address issues and deficiencies, bring in updated best practices, and ensure that the Development Title carried out the overall land use policy direction of the 2035 General Plan. However, the contract funds allocated to this task were ultimately reallocated to unforeseen additional work and expenses for the updates to the General Plan. The Development Title update was never performed, and as a result, the Development Title remains essentially unchanged since 1992 and is not consistent with the 2035 General Plan.

As part of the 2035 General Plan update process, the Board of Supervisors approved a number of landowner requests to change the General Plan designations of their properties. However, because a corresponding zone reclassification of the approved properties was not included with the update, the majority of the properties were left with a zoning designation that is inconsistent with their approved General Plan designation. For example, a property may have a General Plan designation of Industrial, but with a Zoning designation of Agricultural. While some affected property owners have pursued their own Zone Reclassification applications independently, a number of properties with inconsistent zoning remain. This puts a significant burden on those landowners if they want to change the use or develop their property, and may make development difficult.

Additionally, since the adoption of the 2035 General Plan in 2016, the Community Development Department has identified a number of items throughout the 2035 General Plan that need to be modified or corrected. These items range from minor errors in text, figures, or tables, to changes that affect adopted General Plan policies. These items need to be addressed concurrent with the Development Title update to ensure that the 2035 General Plan and Development Title are both consistent and correct. Lastly, any significant change to a zoning ordinance such as the Development Title or General Plan are subject to the California Environmental Quality Act (CEQA). Accordingly, the contract includes a comprehensive environmental review of the project pursuant to CEQA. Once this task is completed by Community Development Department staff this will help streamline the review and processing of development applications.

REASON FOR RECOMMENDATION:

In August 2019, the Community Development Department developed a scope of work necessary to update the County's Development Title, accomplish the necessary zone reclassifications, perform a 2035 General Plan cleanup, and complete a CEQA review of the project. On September 6, 2019, the Purchasing Department, on behalf of the Community Development Department, issued a Request for Proposals (RFP) to contract for the work. Three vendors responded to the RFP. A panel comprised of staff from Public Works, Community Development, Environmental Health, and Purchasing and Support Services reviewed and scored the proposals and then heard and scored presentations from each vendor. After careful analysis, the panel's scores demonstrated that the proposal from Dyett & Bhatia Urban and Regional Planners (Dyett & Bhatia) was the least costly and provided the County with the most comprehensive fulfillment of the scope of work. The summary of the scores are included in Attachment B.

Work to be completed by Dyett & Bhatia as the recommended vendor is described in the contract (Attachment A) and includes the Development Title update, General Plan revisions, zone reclassifications, and CEQA review. The contract with Dyett & Bhatia was prepared by the Purchasing Department and has been reviewed and approved by County Counsel. The expected completion date for the Development Title update is June 2021 and the recommended agreement includes an option to extend the agreement for up to six-months.

This effort will be funded by a combination of General Plan Implementation Fee revenue and Senate Bill 2 Planning Grant Program (SB2 PGP) funding. Pursuant to Government Code Section 66014, the Community Development Department has collected a General Plan Implementation fee on all building permits since August 2003. In accordance with the County's adopted fee schedule, the fee collected is five (5) percent of all building permit fees. The average amount collected for each of the past five (5) years is approximately $156,985 per year.

On November 19, 2019, the Board of Supervisors authorized the Community Development Department Director to apply for the non-competitive SB2 PGP funds in the amount of $310,000 to implement projects that streamline housing approvals and accelerate housing production. Of the $310,000 requested, $130,000 was identified for tasks that are part of the proposed consultant services contract, including updating the Development Title regarding Second Unit dwellings, more commonly referred to as ADU's (Accessory Dwelling Units). On February 13, 2019, email correspondence was received from the State Housing and Community Development Department giving San Joaquin County preliminary approval of the $310,000 requested. The final award letter is expected to be received later this spring.

FISCAL IMPACT:

The comprehensive Development Title Update and 2035 General Plan Revisions will begin in the current fiscal year (FY2019-20) and continue through the next two fiscal year budget cycles, (FY2020-21) and (FY2021-22). The cost of consultant services during the remainder of FY2019-2020 will not exceed $120,000 and no appropriations increase is necessary at this time. The Community Development Department will include sufficient appropriations in future budgets.

The proposed agreement with Dyett and Bhatia includes a base contract amount of $641,410 and an additional $64,141 for change orders, for a total not-to-exceed $705,551. The contingency amount would only be utilized at the expressed, written approval of the Community Development Department Director and must be preceded by a written delineation of the additional tasks to be performed, including time and materials costs for each additional task.

There will be no additional net county cost as a result of the Board approving this agreement with Dyett and Bhatia.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

The Chair of the Board will execute the Contract with Dyett & Bhatia. Dyett & Bhatia will commence contracted services, scheduled to be completed in June 2021.

Sincerely,

DAVID W. KWONG
DIRECTOR

DWK:jf
Attachments:
Attachment A Contract
Attachment B Scoring
Attachment C Board Order

c: Clerk of the Board for the March 24, 2020, Agenda

Reviewed by County Administrator's Office:

Adam Bracker 3/10/2020

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/10/2020

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

INDEPENDENT CONTRACTOR AGREEMENT
SAN JOAQUIN COUNTY

CONTRACT ID# A-20-_____

Contract Amount $705,551.00

PARTIES:

COUNTY DEPARTMENT: Community Development Department
1810 E Hazelton Avenue
Stockton, CA 95205
John Funderburg, Principal Planner
(209) 468-3160
jfunderburg@sjgov.org
Megan Aguirre, Senior Planner
(209) 468-3144
meaguirre@sjgov.org

CONTRACTOR: Dyett & Bhatia Urban and Regional Planners
1330 Broadway #604
Oakland, CA 94612
Rajeev Bhatia, President
415-956-4300
rajeev@dyettandbhatia.com
Michael VanVeber Dyett, FAICP
415-956-4300 ext 14
Michael.dyett@gmail.com

This Agreement is made and entered into this _____ day of _____, 2020, by and between Dyett & Bhatia Urban and Regional Planners, a California corporation, as an independent contractor (hereinafter "CONTRACTOR"), and the County of San Joaquin, a political subdivision of the State of California for its Community Development Department (CDD) at the address referenced above (hereinafter "COUNTY").

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, it is mutually agreed as follows:

I. THE PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for CONTRACTOR to update the Development Title (Title 9) for consistency with the current 2035 General Plan, revise specific provisions of the 2035 General Plan document, and prepare zoning land use map updates.

II. ORDER FOR PRECEDENCE

A. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations;

2. This Agreement; then

3. COUNTY Request for Proposal Number 19-20 RFP CDD Development Title Update and General Plan Revisions

4. CONTRACTOR'S proposal ("hereinafter "Proposal"), attached hereto as Exhibits A and B.

Documents 3 & 4, referenced above, are hereby incorporated into this Agreement as if completely set forth herein.

III. THE SCOPE OF SERVICES

A. CONTRACTOR agrees to update the Development Title (Title 9) for consistency with the current 2035 General Plan, revise specific provisions of the 2035 General Plan document, and prepare zoning land use map updates ("Work") in the following Tasks as outlined in Exhibits A and B and the Compensation section.

B. CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in CONTRACTOR'S professional specialty.

IV. GENERAL PROVISIONS:

A. Term of Agreement:

This Agreement shall commence when fully executed and end on June 30, 2021, with a six-month option to extend only, unless Work is completed on a date prior thereto or unless terminated earlier as provided herein.

B. Interpretation:

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

C. Compensation:

COUNTY agrees to pay CONTRACTOR per task the amounts as indicated on the CONTRACTOR'S Exhibit B dated November 8, 2019 with base proposal of $641,410. Payment shall be invoiced according to the tasks in Table A.

An additional 10% contingency reserve of $64,141 has been included in this agreement in the event that COUNTY and CONTRACTOR agree in writing during the term of this Agreement that CONTRACTOR shall perform any extra services found by COUNTY Community Development Department Director to be necessary to complete the project. Extra services, when authorized

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

by the COUNTY Community Development Department Director, shall be done on a time and materials basis, as per the rates in Table B. Payment shall be invoiced according to what has been agreed upon in writing for any additional tasks.

Notwithstanding the foregoing, the total payments under this Agreement shall not exceed SEVEN HUNDRED FIVE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND NO CENTS (**$705,551.00**).

Table A.		**Estimated Hours**	**Cost**
Task 1: Initiation and Background Research		**296**	**$53,960**
1-A. List of Data Needs; Kickoff Meeting		44	11,320
1-B. Background Studies; Field Trip		80	14,220
1-C. General Plan Land Use/ Zoning Districts Review		56	9,420
1-D. Choices for Zoning Update: Evaluation & Preliminary Recommendations		116	19,000
Task 2: Public Outreach		**136**	**$23,270**
2-A. Interviews		48	9,190
2-B. Community Meetings		63	10,600
2-C. Project Website and Online Outreach		25	3,480
Task 3: Development Title Update		**2,108**	**$357,720**
Pre-Module tasks	3-A. Confirm Choices for New Zoning & Additional Research	20	3,820
	3-B. Annotated Outline	60	9,900
	3-C. Review Outline	24	4,500
	Subtask Total	*104*	*$18,220*
Module #1. General Provisions & Administrative Provisions	3-D Administrative Procedures Analysis	70	11,600
	3-E. Prepare Revised Definitions and Use Classifications	80	11,720
	3-F. Prepare Module #1: Title 9 General Provisions and Administrative Provisions.	120	18,000
	3-G. Conduct Planning Commission study session on Module #1 (highlights and discussion issues).	32	5,940
	Subtask Total	*302*	*$47,260*
Module #2. Zoning Districts and Design Standards	3-H. Use Regulations	80	12,520
	3-I. Development and Design Standards and Analysis	180	25,820
	***3-I-1.** Addition of zoning incentives to develop housing for persons with special needs within the existing density bonus section of Development Title (Subtask 3-1, 3-Q)		
	3-J. Prepare Module #2, Amendments to Zoning District Regulations	180	26,560
	3-K. Conduct Planning Commission study session on Module #2 (highlights and discussion issues).	32	5,940
	Subtask Total	472	$69,840

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Table A.		Estimated Hours	Cost
Module #3. Countywide and Special Purpose Regulations	3-L. Update Countywide or Area Standards	220	31,060
	3-M. Refine Regulations for Specific Uses	80	12,180
	***3-M-1.** ADU's/JADU's update to the actual Development Title, currently our Second Unit Dwellings section (subtask 3-M and 3-Q)*		
	3-N. Architectural Prototypes for ADU's	310	67,760
	***3-N-1.** ADU Manual		
	3-0. Prepare Module #3, Countywide and Special Purpose Regulations	180	42,400
	3-P. Conduct Planning Commission study session on Module #3 (highlights & discussion issues) & ADU Manual	40	7,000
	***3-P-1.** ADU Manual Planning Commission presentation		
	3-Q. Prepare Public Review Draft	400	62,000
	Subtask Total	1230	$222,400
Task 4. General Plan Revisions		**320**	**$45,600**
4-A. Prepare Draft General Plan Revisions		320	45,600
Task 5. Zoning Map Revisions		**316**	**$45,790**
5-A. Prepare Pubic Review Draft of Proposed Zoning Reclassifications		316	45,790
Task 6. Environmental Analysis & Documentation		**566**	**$93,460**
6-A. Prepare Initial Study (ICF)		512	81,900
6-B. Prepare Required Documentation and Respond to Comments Received (ICF).		54	11,560
Task 7. Public Hearings		**128**	**$21,610**
7-A. Prepare Pubic Review Draft		38	5,460
7-B. Prepare Presentation & Outreach Materials		24	3,520
7-C. Participate in Public Review Process		6	1,040
7-D. Planning Commission Review		16	3,840
7-E. Prepare Final Hearing Draft		13	1,980
7-F. Board of Supervisors Review		16	2,840
7-G. Final Documents		15	1,980
	PROJECT TOTAL	**3,870**	**$641,410**

*ADU breakouts

Module #2. Zoning Districts and Design Standards	**3-I-1.** Addition of zoning incentives to develop housing for persons with special needs within the existing density bonus section of the Development Title (Subtask 3-1, 3-Q)*	$8,000
Module #3. Countywide and Special Purpose Regulations	**3-M-1.** ADU's/JADU's update to the actual Development Title, currently our Second Unit Dwellings section (subtask 3-M and 3-Q)*	$10,000
	3-N-1. ADU Manual*	$67,760
	3-P-1. ADU Manual Planning Commission presentation*	$2,240

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Table B. Rates may be updated upon mutual agreement between CONTRACTOR and COUNTY.

Position	Rate
Principal/Consulting Principal	$ 240
Associate Principal/Director	$ 220
Senior Associate	$ 160
Associate	$ 140
Planner/Urban Designer	$ 125
Assistant Planner	$ 115
Senior GIS Specialist/Sr. Cartographer	$ 140
GIS Specialist	$ 125
Graphic Designer/Project Assistant	$ 95

Direct Charges
Mileage at IRS permitted maximum
Maps, graphics, reproduction, local travel, out-of-town travel and subsistence, and miscellaneous costs; billed at cost.

D. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to the COUNTY'S, Community Development Department at the address referenced above. All invoices must reference this Agreement Number/Contract ID # and the Work performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

LATE FEES: California Government Code 926.10 provides the following "….any person having such a claim against a public agency, shall be entitled to interest commencing the 61st day after such public entity or person files a liquidated claim known or agreed to be valid when filed pursuant to such statute or contract, and such claim is due and payable. Interest shall be 6 percent per annum."

E. CONTRACTOR'S Status:

In the performance of Work, duties and obligations imposed by this Agreement, the CONTRACTOR and/or its employees are at all times acting as independent contractor(s) practicing his or her profession and not as an employee of COUNTY. **A copy of the CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to the COUNTY.** CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

F. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract its obligation herein without the prior written consent of COUNTY. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

G. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

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H. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

I. Insurance

1. CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to COUNTY showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to COUNTY.

2. CONTRACTOR agrees to be responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors, if any, who provide services pursuant to this Agreement.

3. General Liability Limits

   a. BI & PD combined/per occurrence/Aggregate $1,000,000

   b. Personal Injury/Aggregate $1,000,000

   c. Automobile Liability/per occurrence $1,000,000

      1) CONTRACTOR agrees to defend, hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

4. Professional Liability

   a. Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice, cyber liability, and/or errors and omissions. $1,000,000

5. Workers' Compensation and Employer's Liability Statutory requirement

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J. Discrimination:

CONTRACTOR shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940,12945, 12945.2). CONTRACTOR shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

K. ADA Compliance:

CONTRACTOR shall comply 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. Sections 12101 et seq.)

L. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

M. Termination:

1. ***Termination for Cause*:** If CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement.

2. ***Termination for Convenience***: In addition, COUNTY may terminate this Agreement for its convenience upon thirty (30) days written notice to CONTRACTOR.

3. ***Funding out Clause:*** If the County Board of Supervisors fails to appropriate funds to enable the County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and the CONTRACTOR will be given written notice of such termination.

4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, CONTRACTOR shall only be paid for any Work completed and provided prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, CONTRACTOR shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this Agreement.

5. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that CONTRACTOR can legally cancel; COUNTY shall not be liable for any expenses incurred by CONTRACTOR subsequent to the notice of termination.

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N. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no financial or other interest, in other project(s) or contract(s), or other activity(ies), nor shall it acquire any such interest, directly or indirectly, that would conflict or inhibit in any way, manner or degree with the performance of services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such a conflict of interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY.

O. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of California Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

P. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either CONTRACTOR or COUNTY.

Q. Compliance:

1. CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

2. CONTRACTOR shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.

R. Disputes and Remedies:

1. Notice of any disputes, claims, or breach raised by CONTRACTOR, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim, or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and CONTRACTOR, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.

2. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CONTRACTOR. Such dispute, claim, or breach would include conditions and time constraints required of CONTRACTOR to remedy.

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3. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this Agreement.

4. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. CONTRACTOR hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

5. In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

S. Public Record

All bids and proposal information is property of COUNTY. All such documents, including this Agreement, are public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". CONTRACTOR'S Proprietary material must be clearly marked as such, but even so marked, it does not guarantee non-disclosure and may still be subject to disclosure pursuant to law. Pricing and service elements of the successful bid and/or proposal may not be considered proprietary information.

COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If CONTRACTOR believes that it has a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within its bid, Proposal, this Agreement, it must identify any such information, together with the legal basis of your claim to COUNTY. CONTRACTOR agrees to defend and indemnify COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality to protect documents from public disclosure. The final determination as to whether COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of COUNTY.

T. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of COUNTY whether executed by or for CONTRACTOR for COUNTY, or otherwise by or for CONTRACTOR, or by or for a subcontractor operating under CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

U. San Joaquin County Green Purchasing Policy:

1. COUNTY has a Green Purchasing Policy; please go to website to view: http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128

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2. COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.

3. A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

V. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17
United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

 201_ County of San Joaquin. All rights reserved.

W. Data Security – Confidentiality

1. ***Acknowledgment of access to information characterized as covered data:*** CONTRACTOR acknowledges that this Agreement may allow CONTRACTOR access to confidential COUNTY information or COUNTY provided information including, but not limited to, personal information, records, data, or financial information ("Covered Data") notwithstanding the manner in which or from whom it is received by CONTRACTOR, which is subject to state laws that restrict the use and disclosure of the COUNTY information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. CONTRACTOR shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, the provisions of this Agreement and prior written consent of COUNTY. CONTRACTOR agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

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2. ***Prohibition on unauthorized use or disclosure of Covered Data:*** CONTRACTOR agrees to hold Covered Data received from or created on behalf of COUNTY in strictest confidence. CONTRACTOR shall not use or disclose Covered Data except as permitted or required by this Agreement or as otherwise authorized in writing by COUNTY. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, CONTRACTOR will notify COUNTY in writing prior to any disclosure in order to give COUNTY an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by COUNTY.

3. ***Safeguard standard:*** CONTRACTOR agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. CONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

4. ***Return or destruction of Covered Data:*** Upon termination, cancellation, expiration or other conclusion of this Agreement, CONTRACTOR shall return the Covered Data to COUNTY unless COUNTY requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, CONTRACTOR shall certify in writing to the COUNTY that the return or destruction has been completed.

5. ***Reporting of unauthorized disclosures or misuse of Covered Data:*** CONTRACTOR shall report, either orally or in writing, to COUNTY any use or disclosure of Covered Data not authorized by this Agreement or in writing by COUNTY, including any reasonable belief that an unauthorized individual has accessed Covered Data. CONTRACTOR shall make the report to COUNTY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after CONTRACTOR reasonably believes there has been unauthorized use or disclosure. CONTRACTOR'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure.

6. ***Examination of records***: COUNTY and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of CONTRACTOR involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. CONTRACTOR shall retain project records for a period of five years from the date of final payment.

7. **Assistance in litigation or administrative proceedings:** CONTRACTOR shall make itself and any employees, subcontractors, or agents assisting CONTRACTOR in the performance of its obligations under this Agreement available to COUNTY, at no cost, to testify as witnesses, or otherwise, in the event of litigation or administrative

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proceedings against COUNTY, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

8. ***No third-party rights:*** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

X. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement effective on the day and year first written above.

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By: _____
Katherine M. Miller
Chair
Board of Supervisors

Dyett & Bhatia Urban and Regional Planners
1330 Broadway #604
Oakland, CA 94612

By: _____
Signature, Authorized Agent

By: RAJEEV BHATIA
Print Name

ATTEST: RACHEL DEBORD
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: _____
Clerk

APPROVED AS TO FORM
Office of County Counsel

By: _____
Quendrith Macedo
Deputy County Counsel

Contract Drafted By:
Buyer of Record: LPB

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Proposal for San Joaquin County

Community Development Department (CDD) Development Title Update and General Plan Revisions

Submitted by

DYETT & BHATIA
Urban and Regional Planners

October 16, 2019

In association with

Richardson Pribuss Architects
ICF
Turbin Structural Design

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NARRATIVE

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NARRATIVE: APPROACH & PROPOSED WORK PLAN

The section presents our understanding of the assignment by offering a specific work plan for the Development Title Update, General Plan revisions, and zone reclassifications, focusing on actual tasks, proposed meetings, and deliverables. It includes all of the critical factors that will need to be addressed. Only minor alternative approaches are proposed, because we believe the County's work plan is well conceived. For example, we propose one or two days of individual or small group stakeholders interviews with 50-60 individuals rather than two large meeting. The Work Plan envisions study sessions with the Planning Commission on a Diagnosis Report and Preliminary Recommendations, followed by meetings on modules of preliminary regulations, proposed General Plan revisions, and proposed Zoning Map changes. The Board would be briefed on the Diagnosis Report and Planning Commission direction on the preliminary recommendations presented to them. We do not recommend have the Board review all of the interim documents as it may be more efficient to work through details and respond to public comments with the Planning Commission. Interim Board briefings could be scheduled at major milestones, and County staff could conduct these with materials we provide, or we could attend.

Issues will arise during public outreach and discussions with county staff, and our work plan provides a process for resolving them (additional details are presented in the Form I, Questionnaire). By moving from agreements on general approaches to the outline of specific regulations and then agreements on modules of preliminary regulations, the work program involves County staff and the community in the update process and generates a sense of ownership and commitment to the new regulations and the General Plan revisions.

Although the work program is designed to address problems that may exist throughout the entire body of current zoning regulations, the primary emphasis will be the preparation of a Title 9 amendments to implement the 2035 General Plan and to meet the requirements of State and federal law. A specific additional deliverable we propose is an Accessory Dwelling Unit Manual that will contain building permit sets for architectural plans for a number of different configurations and sizes of these units, accompanied by energy reports and structural engineering calculations and drawings. We believe this Manual can streamline the review and approval process. We also will prepare a Users Guide to Title 9 and up to six counter handouts, which could cover topics such as fences, outdoor storage, "right to farm," adequate public facilities and fees required, traffic mitigation, mixed use development, parking and landscaping.

The proposed team, led by Dyett & Bhatia, includes ICF who will be responsible for the environmental documentation, an Initial Study and Supplemental Negative Declaration tiering off the 2035 General Plan Final Environmental Impact Report and Richardson Pribuss Architects, who will prepare an Accessory Dwelling Unit Manual with architectural plans, Title 24 analysis, and structural engineering drawings and calculations for alternative unit sizes and configurations, assisted by Kelly Turbin, PE, a California-licensed structural engineer.

Task 1: Initiation; Background Research

1-A *List of Data Needs; Kickoff Meeting.* Prepare a list of data needs for County staff prior to a kickoff meeting with County staff, including General Plan Land Use and Zoning Map GIS files; selections of recent project applications with site plans and building sections/elevations (accessory dwelling units, multi-family, mixed use, and industrial or other building types, sample of County staff reports), list of General Plan revisions, and list of Zone reclassifications. Prepare a memo on objectives for the Development Title update and meet with County staff to discuss their expectations for the new Development Title, finalize the work program, schedule the stakeholder interviews and community meeting, schedule meetings with key policy makers, including Planning Commissioners and Supervisors, and clarify roles and responsibilities.

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1-B *Background Studies; Field Trip.* Review General Plan policies related to zoning and identify in a matrix format those that could be implemented in Title 9 (e.g. General Plan policies that identify new or modified zoning districts, land use regulations, density/intensity standards, development standards, administrative procedures, and bonus/incentive programs). Review existing zoning regulations including provisions that Staff has identified as problematic. Review staff reports for selected projects, focusing on issues raised and conditions of approval. Identify conflicts with the General Plan and State & Federal law for signs, wireless telecommunications, and "protected uses" such as residential care and religious land uses. Tour the County in a field trip organized by County staff to see examples of specific zoning issues, to be scheduled the same day as the kickoff meeting.

1-C *General Plan Land Use/Zoning Districts Review.* Review an overlay of existing zoning on the General Plan Land Use Diagram (Countywide and in Urban Communities and Rural Communities); discuss with staff the purpose of Plan designations vs. existing zoning districts and changes needed. Prepare a summary list of map changes and one or maps showing them, which may be in an Atlas or sectional map format.

1-D *Choices for Zoning Update: Evaluation and Preliminary Recommendations.* Prepare a Diagnosis Report, summarizing General Plan direction, the background research conducted, and issues identified in Task 2 through stakeholder interviews, policy maker interviews, and the community meeting, and outlining preliminary recommendations and options based where appropriate on peer communities and "best practices". Revise draft based on County staff comments prior discussion with the Planning Commission and Board of Supervisors at study sessions.

Meetings	*Products*
• County staff kickoff meeting and work session on General Plan policy matrix • Planning Commission and Board of Supervisors study sessions on Diagnosis Report	• Memo on Development Title update; refined work program • General Plan/Zoning composite map; list of potential rezonings for consistency. • Diagnosis Report: Evaluation and Preliminary Recommendations

Task 2: Outreach

2-A *Interviews.* Conduct stakeholder interviews with 35 to 50 key informants identified by County staff over a one- or two-day period, with concurrent, one-hour interviews of 2-4 people. Conduct meetings with each of five Planning Commissioners and five Supervisors. Prepare summary notes of interviews.

2-B *Community Meetings.* Prepare for and conduct an initial community meeting on the Title 9 update and General Plan revisions; outline options for community input (e.g. online comment form, Instagram posting of zoning issues). Allow for small group discussions to identify specific concerns in an informal setting. Summarize community input received. A second community meeting could introduce the public review drafts prior to Planning Commission hearings.

2-C *Project Website and Online Outreach.* A project website will be created and maintained. It could be freestanding with links to the County's website or embedded in the County's existing website. It will have information about the purpose of the Development Title update, the General Plan revisions, anticipated Zoning Map revisions, and public participation activities, including an online comment form, and provide access to meeting materials and reports. Additionally, an online survey will be created to help identify specific community concerns and priorities, and to

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reach community members who may not be able to attend community meetings. Links to the survey will be available on the project website and distributed via County email lists. Summarize community input received through online survey.

Meetings	*Products*
• County staff kickoff meeting and work session on General Plan policy matrix • Stakeholders interview • Community meetings	• Stakeholder interview summaries; community meeting notes • Community meeting notes • Project website • Online survey summary report

Task 3: Development Title Update

3-A ***Confirm Choices for New Zoning and Additional Research.*** Following the Planning Commission and Board study session, prepare a memorandum summarizing a preferred direction – recommended changes to the existing regulations and new provisions to implement the General Plan, correct technical issues and respond to State and federal law – and outlining additional research on "best practices" and regulatory choices in response to Commission comments. Also confirm Zoning Map and General Plan revisions.

3-B ***Annotated Outline.*** Prepare an annotated outline of the Development Title technical amendments with a "plain English" commentary. The outline will lay out the basic structure of the proposed amendments to the Development Title for General Plan implementation and will be in sufficient detail to indicate what changes will be made to current regulations, what diagrams and graphics are included, and what additional research will be undertaken on specific topics, including:

- Amendments to use regulations, density and development standards for existing zoning districts, provisions for infill, adaptive reuse, and transitional standards, including FARs for non-residential districts, new mixed use zones, and minimum parcel sizes and related standards for agricultural zones;
- Additions to definitions and use classifications (e.g. live/work classifications, junior accessory dwelling units) and new sections, such as "rules for measurement";
- Supplemental standards applying countywide, including consolidation of existing standards for specific uses into one division or section, right-to-farm and agricultural buffers, and County-staff identified work on renewable energy, SMARA and quarrying regulations, accessory dwellings, sign regulations, underground utilities, fire standards including for Wildland Urban Interface Zones, natural and cultural resource, recycling, agritourism, wine, and hospitality industries; and
- Administration, including design review, if desired, permitting procedures, appeals, and enforcement. Discuss need for formal procedures for "New Communities Guidance".

3-C ***Review Outline.*** Review draft Outline of Zoning Amendments with staff and County Attorney; revise, based on comments received. The outline will be updated as modules of preliminary regulations are prepared. Because it's simply a reference document on overall organization of amendments, it would not be the subject of a Planning Commission study session.

Meetings	*Products*
• County Staff meeting or teleconference on draft outline	• Memo on preferred direction; Annotated Outline – draft and final

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Module #1: General Provisions and Administrative Provisions

3-D ***Administrative Procedures Analysis.*** Refine streamlining opportunities and any new procedures for General Plan implementation. Confirm direction with County staff.

3-E ***Prepare Revised Definitions and Use Classifications.*** Prepare revised definitions, including appropriate illustrations, and rules for measuring building height, floor area ratios, and planting area and determining setback averaging. Prepare additions to use classifications and group like terms under headings to facilitate understanding of differences among terms (e.g. residential housing types, recycling terms, sign and lighting terms).

3-F ***Prepare Module #1: Title 9 General Provisions and Administrative Provisions.*** Include proposed amendments to general and administrative provisions, permitting procedures, definitions, use classifications, and rules of measurement; review with County staff and revise, based on County staff comments. Address how to respond to requests for SB 35 non-discretionary review for affordable multi-family housing and ministerial review of accessory dwelling units meeting zoning standards.

3-G ***Conduct Planning Commission study session on Module #1 (highlights and discussion issues).*** This study session will be preceded by a one-hour community "open house" to answer questions from the community about the module in an informal setting.

Module #2: Zoning Districts and Design Standards

3-H ***Use Regulations.*** Prepare amendments to current use regulations to implement the General Plan, streamline the process, and respond to Staff and stakeholder/community concerns, including such issues as live/work, adaptive reuse, residential care facilities, expansion of community assembly to include religious assembly short-term rentals of rooms in single family homes, flex space in light industrial zones to attract jobs, and mixed use development.

3-I ***Development and Design Standards Analysis.*** Update development standards and identify new standards and performance requirements to implement the General Plan, such as:

- Base and maximum densities and FARs for non-residential uses;
- FAR exemptions;
- Height and upper-story stepback requirements, where appropriate;
- Neighborhood-specific or building type design standards;
- Setback, streetscape, frontage and building design standards; and
- Outdoor living area for multi-family development.

Determine whether any special rules or adjustments in standards are needed to facilitate infill development and provide for "New Communities Guidance."

3-J ***Prepare Module #2, Amendments to Zoning District Regulations.*** Prepare Module 2, and then meet with County staff to review proposed amendments to district regulations, use regulations, and development and design standards; revise based on comments received.

3-K ***Conduct Planning Commission study session on Module #2 (highlights and discussion issues).*** This study session will be preceded by a one-hour community "open house" to answer questions about the module and Preliminary Zoning Map showing proposed rezoning needed for General Plan consistency in an informal setting.

Module #3: Countywide and Special Purpose Regulations

3-L ***Update Countywide or Area Standards.*** Prepare new or revised Countywide standards and performance requirements for implementing the General Plan. Topics may include, but are not limited to:

- Adequate public facilities requirements related to Divisions 11 and 12;

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

- Agritourism, wine and hospitality industries; tasting rooms;
- Building and site development standards, including accessory uses, accessory dwelling units, accessory structures and temporary uses, hillside slope analysis, performance standards, allowable projections and encroachments, walls, fences and screening;
- Environmental justice development standards relating to implementing SB 1000;
- Expanded lighting standards, including specific standards for lamp types and shielding and maximum lighting limits for lighting zones in residential and mixed use zoning districts and commercial and industrial zoning districts;
- Green Building, Landscaping and Lighting standards;
- Natural and cultural resource protection;
- Nonconforming buildings and uses, including whether classes of nonconformity should be established with different rules on continuation and enlargement and adaptive reuse;
- Outdoor facilities; outdoor storage;
- Outdoor gathering areas, plazas and privately-owned public open space; outdoor living area in multi-family development, courts and other private open space;
- Parking location and facility design, including revisions to bike and car parking standards and dimensional standards, rules for calculating reductions for shared parking, TDM measures and parking in multi-family development;
- Recycling facilities;
- Sign regulations;
- SMARA and quarrying regulations;
- Utilities undergrounding; and
- Vegetation management rules and standards in Wildland Urban Interface zones to reduce fire hazards.

3-M ***Refine Regulations for Specific Uses.*** Draft regulations to respond to County staff concerns about "problem" uses and additional regulations called for by the General Plan. These may address setbacks and screening for specific uses, hours of operation, parking and loading locations, refuse collection, vehicular access, size and intensity of use, screening of mechanical equipment and outdoor storage, recreational vehicle parking and storage, rail corridor restrictions; garage conversions, and home occupations. Consolidate all provisions for special uses into one chapter to facilitate administration.

3-N ***Architectural Protypes for Accessory Dwelling Units.*** Richardson Architects (RA) will review the approach to this task with County staff and, based on direction received, prepare an Accessory Dwelling Unit (ADU) Manual, including up to five prototype architectural plans. These will be prepared by a licensed California architect for a variety of configurations and sizes, such as garage conversions (attached garage converted to living area), Junior ADU within a structure (350 square feet – SF), Attached and Detached ADUs (600 and either 800 or 1000 SF) and Detached ADU over garage. The Manual will include floor plans for each prototype, Title 24 reports on energy, and where new construction would occur, structural requirements prepared by Kelly Turbin, PE, a licensed structural engineer. For new construction, section, elevations and 3D axonometrics will be prepared. The Manual also will discuss variations in dimensional requirements that could be approved (e.g. up to 10 percent) and unique requirements associated with hillside sites. The manual will contain user-friendly figures and diagrams, and will have a clean visual design consistent with County identity standards and design. Review administrative draft with County staff and then revise based

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

on comments received prior to presentation to the Planning Commission.

3-O ***Prepare Module #3, Countywide and Special Purpose Regulations.*** Prepare draft regulations that apply Countywide or in multiple districts, including standards for specific uses. Prepare summary tables of supplemental standards and zoning diagrams needed to illustrate them. Review Module #3 with County staff and revise based on comments received.

3-P ***Conduct Planning Commission study session on Module #3 (highlights and discussion issues) and the Accessory Dwelling Unit Manual.*** This study session will be preceded by a one-hour community "open house" to answer questions in an informal setting.

3-Q ***Prepare Public Review Draft.*** Review comments on "modules" of preliminary regulations and prepare the Public Review Draft of the Development Title. Submit Administrative Draft for County staff review, and revise based on a consolidated set of comments. A Users Guide for the Title 9 update also will be prepared.

Meetings	*Products*
• Planning Commission (3), preceded by one-hour community open house	• Modules 1, 2, & 3 (administrative & public review drafts) • Accessory Dwelling Unit Manual (administrative & public review drafts) • Title 9 Update (administrative & public review drafts) • Users Guide to Title 9 Update

Task 4: General Plan Revisions

4-A ***Prepare Draft General Plan Revisions.*** Based on a list provided by County staff, prepare a set of General Plan revisions in "redline" format with commentary to facilitate public and Planning Commission review. Submit an Administrative Draft for County staff review, and revise based on a consolidated set of comments. County staff would conduct the Planning Commission study session on this product, and then provide direction on changes needed.

Meetings	*Products*
• Planning Commission study session	• Proposed General Plan Revisions (administrative & public review drafts)

Task 5: Zoning Map Revisions

5-A ***Prepare Pubic Review Draft of Proposed Zoning Reclassifications.*** Work with County staff on a final public review draft of the proposed Zoning Map reclassifications so it is consistent with the General Plan. Review the Zoning Map revisions with the Planning Commission at the same study session at which the General Plan revisions are presented.

Teleconference	*Products*
• County staff conference call on Zoning Map reclassifications	• Public Review Draft Zoning Map Reclassifications

Task 6: Environmental Analysis and Documentation

6-A ***Prepare Initial Study (ICF).*** Prepare an Initial Study to determine whether there are new significant environmental effects, a substantial increase in the severity of previously identified significant effects, or new information of substantial importance when compared to the analysis in the certified General Plan EIR. Address all environmental issues listed in Appendix G of the CEQA Guidelines. Since the proposed Development Title Update and zone reclassifications on the Zoning Map are consistent with the General Plan, the General Plan revisions are likely to be minor in nature from a CEQA perspective and result in a Negative Declaration (ND). An administrative draft will be prepared for County staff review and then revised based on a consolidated set of comments received. ICF will be responsible for delivery of the public review draft to the State Clearinghouse.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

6-B ***Prepare Required Documentation and Respond to Comments Received (ICF).*** Prepare required CEQA notices when and as required (Notice of Completion, Notice of Intent, Notice of Determination). For budgeting purposes, ICF assumes that the County will be responsible for posting with the County Clerk and providing any additional required notifications (such as circulation in a newspaper of general circulation and to parties requesting notice or responsible agencies identified by the County). ICF will review all comments received during the 30-day review period and respond accordingly, incorporating all comments in the final Subsequent ND for the County's use.

Meetings	*Products*
• Public Hearing (up to 4 on request)	• Administrative Draft and Public Review Draft of Initial Study/ Negative Declaration; all Required CEQA Notices

Task 7: Public Hearings

7-A ***Prepare Pubic Review Draft.*** Review comments on "modules" of preliminary regulations and prepare the Public Review Draft of the Development Title. Submit Administrative Draft for County staff review, and revise based on a consolidated set of comments.

7-B ***Prepare Presentation and Outreach Materials.*** Prepare presentation materials, including explanatory visual aids and relevant diagrams, for community and Commission meetings and for an email newsletter or other County outreach.

7-C ***Participate in Public Review Process.*** Assist County staff in preparing for the public review process; including hearing notices for County staff to use for public notice, summary materials on the Draft Ordinance for use in County staff reports and County newsletter and briefings for key interest groups. A "comment form" could be used to focus comments on specific sections of the text and allow comments to be consolidated and responses prepared efficiently. Distinctions would be made between comments that address: 1) adopted General Plan policies; 2) new regulatory policies that would be considered by the County Council; 3) regulatory provisions required by State or federal law; and 4) concerns that are beyond the scope of the Ordinance.

7-D ***Planning Commission Review.*** Present the Public Review Draft of the Development Title, the General Plan revisions, and the Zoning Map reclassifications to the Planning Commission at one or two public hearings.

7-E ***Prepare Final Hearing Draft.*** Following Commission action, prepare a Board Hearing Draft of the Development Title and final draft versions of General Plan revisions and Zoning Map reclassifications for Board review and action.

Meetings	*Products*
• Planning Commission Hearings (1 or 2)	• Presentation Materials • Board Hearing Drafts of Development Title, General Plan revisions, and Zoning Map Reclassifications

7-F ***Board of Supervisors Review.*** Attend two Board public hearings to introduce the hearing draft of Title 9 update, the General Plan revisions, and the Zoning Map reclassifications and respond to Board questions.

7-G ***Final Documents.*** Following final Board action, make revisions reflecting any changes directed by the Board and submit the adopted Title, the adopted General Plan revisions and the adoption Zoning Map reclassifications in form for public distribution, codification and web-posting. Up to six counter handouts also could be prepared for key topics, such as fences, outdoor storage, "right to farm," adequate public facilities and fees required, traffic mitigation, mixed use development, parking and landscaping.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Meetings	*Products*
• County staff work sessions (conference calls) on Planning Commission direction and revisions needed for Board hearings • Public hearings (2)	• Presentation Materials • Hearing Draft of Development Title, Zoning Map Revisions, and General Plan Revisions • Adopted Title, Adopted General Plan Revisions and Adopted Zoning Map Revisions; Counter Handouts

ASSUMPTIONS FOR THE PROJECT

The Work Plan based on the following assumptions:

1. **Documents and Digital Files.** The County will provide a Word file of existing zoning regulations and GIS shape files of the Zoning Map and the Land Use Diagrams for individual communities and countywide land use.

2. **Consolidated Comments and Direction.** County staff will provide a single set of consolidated comments on the review drafts of all documents.

3. **Final Documents in Printed and Digital Form.** We will provide camera ready hard copies and digital files of administrative draft and public review/hearing drafts of all documents in an editable electronic format (MS Word) and Adobe PDF formats. We will provide all mapping updates as packaged ArcGIS files.

4. **Public Meetings.** This Work Plan includes time for preparation and attendance at staff and public meetings (one community meeting, open houses before Planning Commission meetings/study sessions, a Board of Supervisors briefing on then Diagnosis Report, and four public hearings); additional meeting attendance would be an additional service billed hourly, including travel time.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

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FORMS

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

FORM A – IDENTIFICATION SHEET

Company: Dyett & Bhatia Urban and Regional Planners

Address: 1330 Broadway #604

City: Oakland State: CA Zip: 94612

Name of Authorized Agent: Rajeev Bhatia

Title: President

Email: rajeev@dyettandbhatia.com Telephone: 415-956-4300 Fax: _____

** Signed and completed W-9 dated within one year of the date of this proposal submission shall be included as Attachment A*

MY RFP IS ATTACHED AND IDENTIFIED AS: RFP # 19-20 RFP for Community Development Department (CDD) Development Title Update and General Plan Revisions DEADLINE FOR SUBMISSION: 2:00 PM Pacific Time Monday, October 14, 2019

Years in business: 43 # of employees: 16

Public Liability Insurance: The Hartford Expires: 5-16-2020

Workers' Compensation Insurance: The Hartford Expires: 7-1-2020

NOTE: Proof of maintenance of adequate insurance will be required before an award will be made to CONTRACTOR.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

FORM B – PROPOSAL AUTHORIZATION SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

Signature of Authorized Agent

10-9-2019
Date

FORM C – COOPERATIVE/PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids/proposals, **at the option of the vendor,** other public agencies or public corporations, including any county, city, town, school district, community college, public utility district or other public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to any applicable Public Contract or other relative legal Code.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

Acceptance or rejection of this clause <u>will not</u> affect the outcome of the bid/proposal.

Piggyback option granted_____

Piggyback option not granted_____ (**Vendor please initial**)

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

FORM D – NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

FORM E - PUBLIC CONTRACT CODE SECTION

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire.

> Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contract or hereby states that all representations made herein are made under penalty of perjury.

NOTE: The above is part of the RFP. Signing FORM B – PROPOSAL AUTHORIZATION SIGNATURE PAGE shall also constitute signature of this FORM.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

FORM F - LOCAL VENDOR PREFERENCE CERTIFICATION

Consistent with San Joaquin County Local Vendor Preference Policy (Ord. 2-2413), please provide the following qualification statements (if applicable):

1) Do you have a fixed office or distribution point located in and having a street address within San Joaquin County for at least one year? A Post Office Box address does not qualify as a "local vendor."

Check one: ☐ Yes ▣ No

a. **If yes, please provide complete address:**

_____

2) Do you have a current business license issued by San Joaquin County or a city located in the County?

Check one: ☐ Yes ▣ No

a. **If yes, please attach a copy of your current license.**

3) Do you employ as least one (1) full-time or two (2) part-time employees whose primary residence is located within San Joaquin County.

Check one: ☐ Yes ▣ No

Any person or business falsely claiming a preference under this policy shall be ineligible to bid/propose on any County purchases or contracts for a period of one (1) year. The Purchasing Agent shall have the right to terminate all or any part of any contract entered into with such person or business.

	President	Dyett & Bhatia
(Authorized Signature)	**(Title)**	**(Company Name)**

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

FORM G - REFERENCES

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years. *Emails are highly preferred.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

REFERENCE NAME #1: Placer County

ADDRESS: 3091 County Center Drive, Auburn, CA 95603

CONTACT PERSON: Shawna Purvines

PHONE NUMBER: 530-745-3031 *EMAIL: spurvines@placer.ca.gov

DATE OF CONTRACT: April 11, 2019 through April 10, 2020

REFERENCE NAME #2: City of Richmond

ADDRESS: 450 Civic Center Plaza, Richmond, CA 94804

CONTACT PERSON: Lina Velasco

PHONE NUMBER: 510-620-6841 *EMAIL: Lina_velasco@ci.richmond.ca.us

DATE OF CONTRACT: May 7, 2019 through June 30, 2020

REFERENCE NAME #3: City of Visalia

ADDRESS: 707 West Acequia Avenue, Visalia, CA 93291

CONTACT PERSON: Paul Scheibel

PHONE NUMBER: 559-713-4369 *EMAIL: paul.scheibel@visalia.city

DATE OF CONTRACT: June 15, 2018 through June 14, 2019

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

References:

References will be checked and will be used to assist in determining the PROPOSER's ability to perform the services as requested in the RFP. References will be contacted and asked the same base questions. Additional questions may be asked to support the base questions. When checked, the reference will rate all questions 0-5 Scale with 0 as the lowest score and 5 as the highest. The reference will be asked the following five base questions:

1. Is the contractor meeting all of your requirements?
2. Is the contractor performance acceptable?
3. Does level of service meet or exceed your standards?
4. Does the vendor respond in a timely manner when problems occur?
5. Do staff levels meet the needs of your agency/company?

It is the PROPOSERS responsibility to ensure the references identified are aware that County will be contacting them. The County reserves the right to contact other references at our discretion.

The County reserves the right to request to review any of the Proposer's referenced work product.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Optional Additional References: Please provide the information for your current and past customers. Attach additional pages if needed. *Email is highly preferred.

Additional Reference Information	Point of Contact Info	Start and End Dates
Name: City of Vallejo Address: 555 Santa Clara Street City, State, Zip: Vallejo, CA 94590	Contact: Afshan Hamid Phone: 707-648-4326 Email*: afshan.hamid@cityofvallejo.net	☑ Current
Name: City of San Diego Address: 9485 Aero Drive, MS 413 City, State, Zip: San Diego, CA 92123	Contact: Lisa Lind Phone: 619-236-6531 Email*: LLind@sandiego.gov	☑ Current
Name: City of St. Helena Address: 1480 Main Street City, State, Zip: St. Helena, CA 94574	Contact: April Mitts Phone: 707-968-2751 Email*: amitts@cityofsthelena.org	☐ Current
Name: City of San Carlos Address: 600 Elm Street City, State, Zip: San Carlos, CA 94070	Contact: Al Savay Phone: 650-802-4209 Email*: asavay@cityofsancarlos.org	☐ Current
Name: City of Belmont Address: One Twin Pines Lane, Suite 310 City, State, Zip: Belmont, CA 94002	Contact: Carlos de Melo Phone: 650-595-7440 Email*: cdemelo@belmont.gov	☐ Current

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and

FORM H– RFP EXCEPTIONS

Title: **RFP for Community Development Department (CDD) Development Title Update and General Plan Revisions**

DEADLINE FOR SUBMISSION: 2:00 PM Pacific Time Monday, October 14, 2019

Any exceptions to this RFP shall be clearly stated in writing including the specific section and (where applicable paragraph, subsection number, or other identifier labeled as **Form H - RFP Exceptions**. It is otherwise assume that the wording within this document is acceptable and agreed to by the Bidder. Exceptions considere excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award

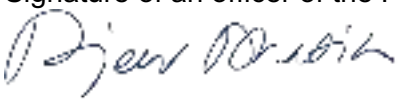
List any exceptions to the bid/proposal. Additionally pages may be added if necessary.

We have no contract exceptions. However, we note that while we meet the insurance requirements listed on page 17 of the RFP (Sample Contract), these limits are different than those listed on page 36 (Form I). We have completed Form I showing coverage limits we have, as well as sample insurance certificate as Attachment B.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

FORM I – QUESTIONNAIRE

RFP Title: **RFP for Community Development Department (CDD) Development Title Update and General Plan Revisions**

☒ Check the box to indicate that this Proposal shall remain in effect for a minimum of one hundred twenty (120) days after receipt by the County.	
Signature of an officer of the Proposer  Printed Name: Rajeev Bhatia Title: President	With this signature, I am authorized to bring the firm to all commitments made in the Proposal, certifying the information submitted in this Proposal is true and correct.

Question 1
Describe your understanding of the Scope of Work and how your proposal will best meet the needs of the Community Development Department.

The Goals for the Project, the Project Deliverables, and the Scope of Work, as defined in the RFP, are straightforward: to update the Development Title and the Zoning Map so they are consistent with the 2035 General Plan and to prepare technical amendments to the General Plan to address County-staff identified corrections, policy updates, and related issues that are expected to be relatively minor in nature. Dyett & Bhatia (D&B) specializes in preparing General Plans and comprehensive development codes, including zoning and subdivision regulations, sign regulations, and other topics listed in the divisions of Title 9. We have prepared codes for cities and counties throughout California and have also done work nationally, so we abreast of "best practices" throughout the country and believe we can meet the County's needs efficiently. Our firm has in-house expertise in land use planning and zoning, urban design, design and development standards and guidelines, cartography and GIS mapping, and graphics design for report production.

FOCUS ON GENERAL PLAN IMPLEMENTATION

We will begin by identifying in a matrix format all of the 2035 General Plan policies that have a bearing on the Development Title, particularly the zoning and subdivision regulations (e.g. General Plan policies that identify new ordinances, zoning districts, land use regulations, design standards, density/intensity or other development standards, administrative procedures, and bonus/incentive programs for development, cultural and environmental resource protection, affordable housing, wildland fire hazards and other safety issues, etc.), but also regulations related to development agreements, infrastructure and traffic mitigation, safety, grading, natural resources, and the Williamson Act. We also will review the existing Development Title and zone reclassifications, including provisions that Staff has identified as problematic, along with a set of recent staff reports for selected residential and non-residential projects, focusing on issues raised and conditions of approval. Our objective will be to create a comprehensive list of regulations that are not consistent with the General Plan and with State & Federal law for objective standards and streamlined review (SB 35), signs and "protected uses" such as residential care and religious land uses, and any issues related to County's provisions for "reasonable accommodations". This list will be reviewed with County staff and then revised as appropriate if County staff believes that some policies could be implemented informally or with separate guidance that would not be codified, such as for new communities.

OUR ZONING PHILOSPHY

Working closely with the Community Development Department, we will tailor our recommendations to unincorporated communities in San Joaquin County and the policies in the 2035 General Plan. Our codes are "cut from whole cloth", and no two sets of regulations and guidelines we have done are exactly alike. We do not advance "boilerplate" solutions, nor

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

are we missionaries advocating a particular creed; we firmly believe that use regulations and design and development regulations need to be crafted to a community's needs, respect the local design vernacular and decision-making traditions, reflect economic realities, and be streamlined so as to provide certainty, finality, and fairness in the approval process. That said, much can be learned from best practices elsewhere in the Central Valley and California and design precedents in the County. In short, our expertise is backed by a philosophy that:

- Zoning should perform – it should implement the County's planning policies for land use, community design, economic development, transportation, and conservation;
- Design and development standards should be positive and design friendly – they should not arbitrarily dictate generic solutions for urban form that bear no relation to local needs and the local design vernacular;
- Community character, particularly in existing neighborhoods, should be respected;
- Design controls must recognize economic realities; and
- Successful standards reflect a willingness to rethink traditional assumptions, not only about what gets built, but also the permit approval process.

The new Development Title should provide for greater certainty and finality in decision-making, based on findings and objective criteria, while also allowing for flexibility in development where appropriate—to let San Joaquin County say "yes" to what it wants and "no" to what it does not. We will maintain existing standards and permitting requirements where no changes should be made, and add new standards, where needed. We also will propose procedural changes that can be incorporated into zoning amendments to improve the approval process. We will make sure the new Development Title implements the ideas in the local General Plan and not go into uncharted territory.

STRIKING THE RIGHT BALANCE

In General Plan implementation San Joaquin County should strive to strike the right balance in the Code amendments, building on General Plan policies as well as best practices in other California communities and nationwide, and combine, as appropriate, use regulations and development standards with viable incentives to get infill development built. Density standards will need to be updated and floor area ratios introduced for non-residential uses. The updated Development Title also should provide design flexibility for individual sites to further articulate the development concepts in their General Plan, help resolve land use compatibility nuisance and transition issues (e.g. shadows, loss of privacy, and noise), clarify landscaping standards, and update the use regulations in a manner that invites new investment in job-producing uses, where desired and appropriate.

KEEP WHAT IS WORKING

"Sacred cows," such as public facilities financing, traffic mitigation, and recently adopted rules for cannabis dispensaries, among others, should be respected and carried forward, but much can be done to improve Title 9 by increasing its accessibility and usefulness with "plain English" text and greater use of diagrams and tables. We would not re-write regulations that have wide community support and reflect the Board's policies, but focus instead on General Plan implementation and technical revisions that reflect best practices and respond to State and federal mandates and case law. With the passage of SB 35, locally communities are being asked to ensure that their zoning and development regulations include objective and quantifiable standards and approval criteria, including design review standards. Subjective design criteria also will no longer suffice as they do not create clear, objective requirements, which can be mapped or measured.

LEARNING FROM OTHER COMMUNITIES

Our current work in other California communities, coupled with the breadth and depth of our national zoning experiences, positions us to provide the County with best practices to implement the 2035 General Plan. We have worked with the full range of types of development and design standards, from traditional use-based ordinances to performance-oriented zoning and form-based codes. Each of these have strengths and weaknesses, and sometimes the best solution is a

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"hybrid" code, with design standards and guidelines tailored to a community's needs and the vision in its General Plan. Design and form-based standards make particular sense for downtowns and mixed-use areas as well as for multi-family areas where there is already a strong urban character. In all of our ordinances, we typically include design and form-based regulations to support a walkable and pedestrian-scaled environment and also buffer adjacent residential neighborhoods with height limits and upper-story stepback requirements. We have even drafted ordinances that included both design standards and design guidelines with a Code to facilitate project review. These assignments sought to craft regulations that maintain and enhance the character of existing neighborhoods and create new identifiable places.

EMPHASIS ON THE COUNTY'S NEEDS

To be successful, our work on the San Joaquin County's Development Title and General Plan revisions will emphasize four needs:

- ***Awareness of the needs of those who will use the standards/guidelines and be directly affected.*** This includes the County Council, Planning Commission, property owners, residents, developers, and community groups. Input from these stakeholders is crucial to the success of this project. We are committed to listening before making recommendations.
- ***Analysis of options.*** Before offering a solution, we examine alternatives, describe the pros and cons of each, and consider impacts on applicants, development costs, review times, and the overall quality of new development.
- ***Testing.*** We always suggest testing draft regulations by applying them to specific development projects to answer the following questions: Do they correct existing problems? Are they easy to understand? Are they too tough or too lax? Do they raise review or development costs, and if so, who gains, and is this justified? Would any current projects not be approved with new standard and why?
- ***Clarity.*** The new Development Title should be clear to a lay reader and should definitively answer questions such as: What regulations apply to this lot or to this type of housing? Counter handouts for frequently asked questions, can help make the regulations more accessible.

CREATING USER-FRIENDLY REGULATIONS

As requested in the RFP, the new Development Title should be understandable to all interested persons and should make it possible to find out, with a minimum of reading, the rules that apply to a particular situation. Following these rules will also make it easier for the Board of Supervisors, Planning Commission, residents, and others to use the updated Development Title in project review. Key principles for achieving user-friendly regulations include:

- ***Consistency of expression is critical.*** The Development Title should express the same provisions in the same way and use different language only when provisions are different.
- ***Logical organization is the goal.*** The overall organization should reflect a systematic and sound arrangement, as a logical structure contributes to equitable treatment of all of those affected by the design standards and guidelines because the rules will be clear.
- ***Clear, plain English is preferred.*** The County should strive to rid zoning of vague and obscure terms, favoring well-known usage whenever possible. The County's findings for uses permits, for example, are a good example of this.
- ***Excess verbiage is undesirable.*** Redundancies and duplication should be avoided, and unnecessary requirements should be eliminated. Regulations for special uses, such as bicycle rentals, formula business, and tasting rooms, are repeated in the district regulations; they could be consolidated and just presented once.
- ***Graphics are essential.*** Diagrams can clearly convey the County's expectations, often in a way that is more effective than text alone.

Following these rules will make the updated Title easier to use and enable fast-tracking of approvals, where desired.

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ZONING ILLUSTRATIONS AND ARCHITECTURAL PLANS FOR ADU

Zoning illustrations will be used to convey the intent and facilitate administration of specific provisions. Illustrations not only help planners at the counter interpret specific provisions for residences and developments, but also help architects and site planners to understand the specific requirements of an updated Title 9. Business owners, homeowners, and neighborhood organizations that do not use the code on a daily basis also benefit from effective graphics as they visualize the basic requirements of the code. Finally, planners also gain by using clear, readable graphics to facilitate presentations before the Commission and the Board. We believe that effective zoning illustrations must adhere to the following principles:

- A zoning graphic should convey the specific provisions to which it applies as simply as possible to facilitate interpretation;
- Graphics should reflect intended relationships, but show only dimensions that relate to the specific standard or provision being illustrated;
- The type of graphic—section, plan, axonometric, or combination of these—should depend on the specific standard being illustrated; and
- No implicit design style should be represented, but all graphics should have a consistent style and format, such as font type and size, name and section reference, labels, and dimensions.

As part of the Design Deliverables, Dyett & Bhatia will provide an illustrated code to facilitate administration. We also will provide an Accessory Dwelling Unit Manual with pre-approved architectural drawings, Title 24 energy calculations, and structural engineering specifications for a number of different configurations of accessory dwelling units (ADUs), including garage conversions, "junior" ADU within dwellings, attached and detached ADUs in a variety of sizes. With "building permit sets" for five prototypes, the Manual can streamline the review process for this dwelling type while also reducing costs to applicants. The Manual will allow for some flexibility in individual applications with allowed variances in dimensions of up to, say, 10 or 15 percent.

Mockups of sample pages and illustrations and "style" format will be provided with an Annotated Outline early in the process for County staff review and approval.

ENVIRONMENTAL REVIEW AND DOCUMENTATION

As a subcontractor to Dyett & Bhatia, ICF will lead the environmental review and documentation required. ICF is a highly qualified environmental resources firm, with more than 250 technical staff in Northern California. Environmental consulting has been ICF's core business for more than 47 years (since the founding of the former Jones & Stokes), and ICF is a recognized leader in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. D&B has worked extensive with ICF over the past 40+ years; we know and respect the quality of their work.

As a full-service environmental firm, ICF has extensive experience ranging from project-level environmental documentation and permitting to construction compliance monitoring and mitigation. ICF's in-house technical staff includes environmental analysts, transportation planners, hazardous materials experts, land-use and natural resource planners, wildlife and fisheries biologists, plant and wetland biologists, arborists, watershed planners, restoration and mitigation experts, hydrology and water quality specialists, noise and vibration specialists, environmental permitting and conservation planning experts, archaeologists, and architectural historians. Collectively, the ICF team has prepared thousands of technical studies and environmental compliance documents for a wide variety of local agency projects (e.g., planning, transportation, energy, infrastructure, flood control, residential, commercial, industrial, mixed-use), including projects for San Joaquin County and cities in San Joaquin County (e.g., Stockton, Tracy, Ripon, and Lodi) and throughout the Central Valley.

As currently conceived, the Development Title Update, General Plan revisions, and zone reclassifications are not expected to permit land uses of greater density or height than permitted under the General Plan and would not allow new development in areas where such development is prohibited under the General Plan. Since the project therefore would not change the amount of housing or population assumed in the San Joaquin County 2035 General Plan, or the public service, traffic, and environmental impacts analyzed in the EIR prepared for the adoption of the General Plan, it appears to be

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appropriate for the CEQA documentation for this project, which is an implementation action for the General Plan, to tier from the program EIR prepared for the General Plan, and given that additional population or growth would not occur as a result of this project, that the tiered document could be an Addendum or a Subsequent Negative Declaration. For the purposes of this proposal, ICF has assumed that the document would be a Subsequent Negative Declaration supported by a checklist in the form on an Initial Study. Should the analysis conclude that new or more severe impacts than identified in the General Plan EIR that cannot be reduced to a less than significant level by changes in the proposed project, a supplemental EIR would be required, work that would be outside of this scope and the associated cost proposal, but could be easily completed by ICF with additional funding.

The analysis will take into account that future land uses and new development allowed pursuant to the Development Title Update, General Plan revisions, and zone reclassifications, including alterations, additions, and intensification of use, will be subject to General Plan policies and zoning requirements, including permitting and specific use regulations, development and design standards, and conditions of approval as governed by the Development Title update.

ICF will prepare the draft Initial Study and the Subsequent Negative Declaration document for County review. ICF assumes that there will be one round of County review of an administrative draft, and comments will be incorporated into a screencheck Draft document. When the document has been approved by the County, ICF will prepare the Draft document for public circulation. ICF will deliver copies to the State Clearinghouse. ICF will be responsive for prepared all CEQA-required notice and also will respond for the record to all comments received.

Question 2
Describe your approach and the tools you will use for project management, including utilization of your team members.

Our approach to project management is to be collaborative and move systematically from a diagnosis of implementation needs, Code problems, and General Plan revisions to an analysis of issues and options where direction for new regulations is not clearly expressed in General Plan policies, and then to drafting amendments to Title 9 and the General Plan. We also will confirm what are the "sacred cows", recently adopted Code amendments that should be carried forward with minimal change because they reflect policies of the current Board of Supervisors (e.g. cannabis dispensary regulations, public facilities impact fees, and traffic mitigation requirements, among others). Following are details on our project management.

Overall Strategy

Key aspects of our approach to project management include:

- ***Detailed Work Plan.*** The proposed Work Plan presented in the "Narrative" at the beginning of this proposal includes detailed tasks and interim products and deliverables that will focus the work of team members and also provide a means of communicating with County staff to ensure the project stays on track. We will respond systematically to comments on interim documents, tracking responses in redline format with commentary, as appropriate, to explain whether a requested change was or was not made. This enables us to produce documents that meet the County's needs efficiently, with minimal iterations to get to an acceptable final product
- ***Comprehensive Project Management Experience.*** Michael V. Dyett, FAICP, Principal-in-Charge and Project Manager, has extensive experience managing teams for projects similar to this project and has worked with all team members. Our technical team members also have strong working relationships with each other on projects of similar sizes and scopes and experience in the Central Valley. Moreover, D&B's strong record of General Plan and code adoption and implementation is a testament to our ability to create and manage the completion of General Plans and Development Codes that are useful and relevant to the jurisdictions we work for and involved city and county official, staff, and the community in a productive, collaborative relationship.
- ***All Work out of One Office.*** Dyett & Bhatia maintains one office in Oakland, and all work will be performed out of this office, ensuring close communication among planners, designers and the graphics team and seamless integration of all work products. We have a strong track record of effectively leading projects in the Central Valley and are in the area frequently.

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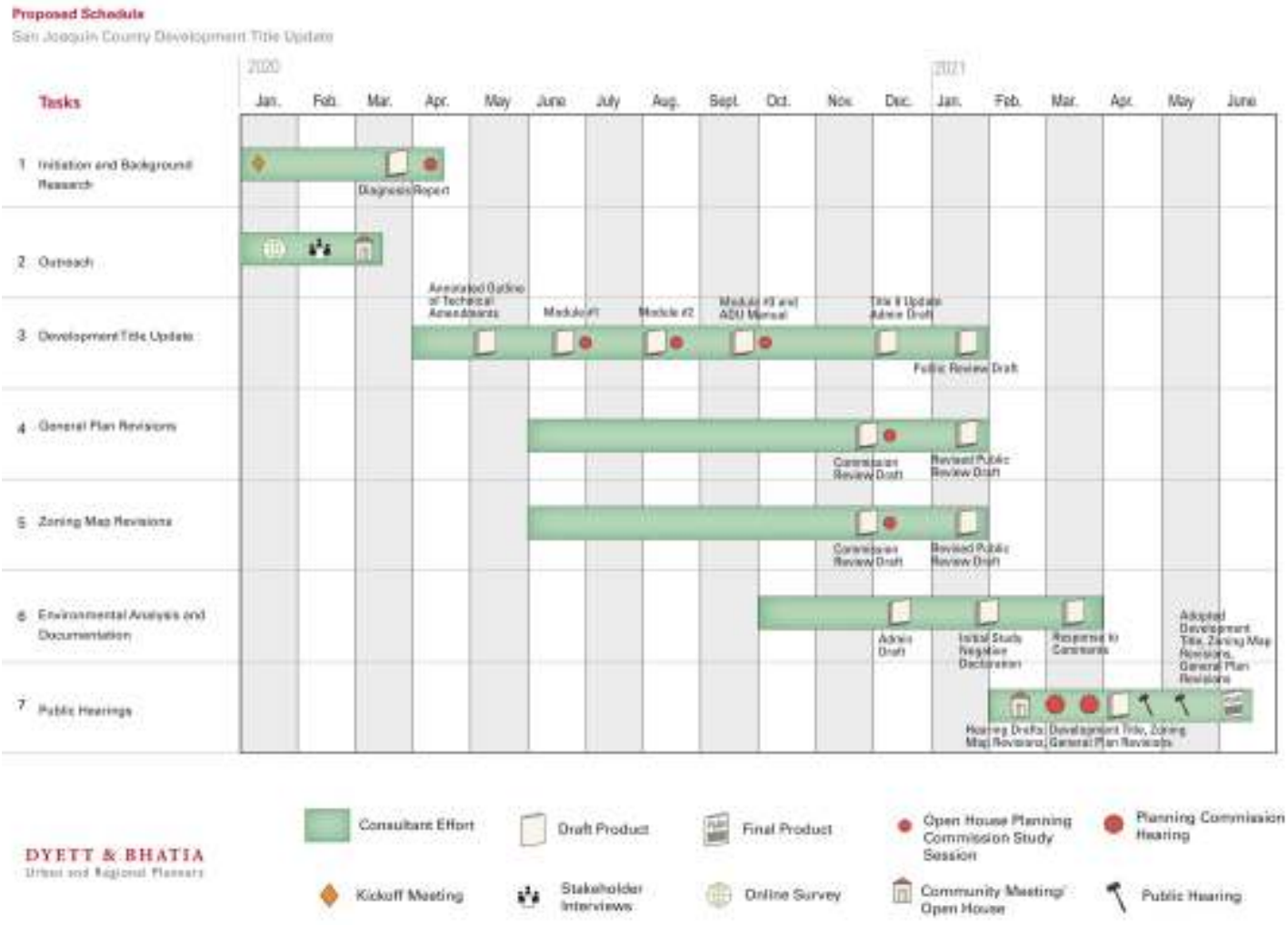
Consultant Team Management

We have a "hands-on" management structure: a principal is the project manager, who gives research assignments, prepares working papers and memos, and does substantive work on the regulations and standards; the principal-in-charge also oversees all work of D&B staff and subcontractors, revising and editing draft documents prior to submission to the County. All graphics and map work are done by senior professionals who have worked closely with the principal-in-charge on General Plans, Development Codes, and Zoning Maps.

Time budgets are set by task, and professional time is recorded daily. Staff assignments are made based on individuals' capabilities and experience and the specific needs of the task.

Question 3

Provide a detailed schedule reflecting each stage of the project that reflects the most effective and efficient means of accomplishing each project goal within the existing time constraints.



The project will be done in phases:

- ***Phase I – Diagnosis: Background Studies, Outreach, and Technical Analysis.*** Background studies will include a technical review of the 2035 General Plan and the Development Title and staff-identified Zoning Map revisions, a community meeting, and stakeholder interviews, culminating in a summary of issues to be addressed to implement the new General Plan and respond to specific zoning issues of concern to County staff and to the community and key stakeholders. We also will confirm what are the "sacred cows", recently adopted ordinance amendments that should be carried forward with minimal change.
    - ***Months:*** 1-3

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- ***Phase II – Choices for Development Title Amendments and General Plan Revisions.*** Analysis of issues and options, including correspondence between General Plan land use designations and existing zoning districts, and preparation of an outline reflecting the framework for the Development Title amendments that will implement the new General Plan. This phase will include discussion with County staff on best practices in peer jurisdictions to help the County decide what aspects of modern zoning to use in the Code amendments and what is the right blend of bonus/incentives and other approaches to implementing General Plan policies. This phase also will include work on the architectural plans for accessory dwelling units (ADUs). Planning Commission briefing and, if desired, a Board briefing to introduce the project, highlight issues, community input, and recommendations, and seek confirmation of overall approach.
    - ***Months:*** 3-5
- ***Phase III – Products.*** This phase includes drafting preliminary regulations to implement the General Plan. Planning Commission workshops on specific sections ("modules") of preliminary regulations will be scheduled. Community "open houses" prior to Commission meetings can be an informal way of getting residents' comments on specific issues. Then, a public review draft will be prepared for hearings and adoption.
    - ***Months:*** 6-13
- ***Phase IV – Hearings and Adoption.*** This phase includes preparation of presentation materials for hearings, as well as responses to comments on Public Hearing Drafts and the CEQA document (Supplemental Negative Declaration) and a revised Hearing Draft reflecting Planning Commission recommendation. Following Board action (first and second readings), we will prepare counter handouts and summaries for adopted documents.
    - ***Months:*** 13-18

Question 4

Describe your strategy for working with Community Development Department staff to identify and understand existing ordinances that need to be updated and to develop policies and language to address these items. .

We will begin by reading Title 9 and the adopted plan and a selected set of staff reports to see how the regulations are applied to specific projects and what conditions of approval are imposed. We also will ask for copies of any relevant uncodified ordinances and County staff lists of problematic Code provisions and needed General Plan revisions. Our strategy to develop policies and language to address them is first to distill our findings from the stakeholders interviews and community meeting as well as out technical analysis of the existing ordinances into a working paper entitled "Diagnosis and Preliminary Recommendations". We will provide an administrative draft to County staff and be available for a conference call to discuss our recommendations. Then, following Planning Commission and Board review, we will prepare a memorandum summarizing what we believe is a preferred direction for County staff review and approval.

After agreement on a preferred direction, an Annotated Outline will be prepared to show the specific topics to be covered in the amendments as well as any additional research needed on "best practices" or details County staff wants fleshed out. An outline of General Plan revisions also will be prepared to confirm the scope of this work. The Work Plan presented in the Narrative includes specific tasks and points of interaction with County staff. We have found this iterative process is the most effective way to ensure that all relevant issues and County staff concerns are fully addressed.

Question 5

Describe your approach for addressing zoning inconsistencies with the County's General Plan and zoning maps.

Our approach to addressing zoning inconsistencies with the General Plan and zoning maps would be tiered: we would first start with preparation of a matrix of relevant General Plan policies, noting how they are to be implemented through Title 9 and whether there are any inconsistencies or omissions. Where consistency with land use standards (density/intensity) is required, adjustments would be made, but there may be "grey areas" where the Plan policy would allow for choices in implementation – all General Plan policies do not require 1-for-1 regulations as some may be achieved through discretionary review or a separate guidance document, such as guidelines for new communities.

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For map-related questions, we begin by preparing a composite General Plan Land Use/Zoning Map. The map will overlay County GIS zoning district designations and letter symbols with Land Use Diagrams at the Countywide scale and for the individual communities. For evaluation purposes, we will have a consistency matrix, noting which zoning districts are: 1) fully consistent with a General Plan land use classification, 2) conditionally consistent, meaning development standards may need to be modified or consistency determined through discretionary review, and 3) not consistent because the use regulations or development standards do not align with the General Plan land use classifications. We will discuss the results of this analysis with County staff and then list the sites/parcels to be reclassified for General Plan consistency. Small area inconsistencies, on sites of less than 2 acres, for example, may be determined to be "de minimus" and not reclassified in order to prevent creation of needless nonconformities. A formal set of rules for determining General Plan consistency also could be included in Title 9.

Question 6
Describe your approach and tools for gathering, analyzing, and reporting input from the public and stakeholders.

The success of this project will in large measure depend on how well it carries out the General Plan and meets the needs and expectations of County staff and officials, residents, developers, design professionals, and key stakeholders. Successful outreach will enable proposed changes to the Development Title to be embraced by the all facets of the community and decision-makers alike. We have extensive experience working with decision-makers and the public, and we will work with the County to devise an effective public participation program that meets the needs of the project and builds support for the effort among stakeholders. We also will report on all outreach conducted and issues identified to the Planning Commission and the Board.

Goals for Outreach and Stakeholder Input

Specific goals for inclusive civic engagement include the following:

- ***Educate the community about zoning and other development regulations***—what they are, who is responsible for implementing them, how this is done, and zoning's role in creating the character of the County envisioned by the General Plan as well as the important legal principles that affect this type of regulation, including the need for objective and quantifiable standards for multi-family housing and, for sign regulations, content-neutrality. How federal and State legislation protects certain uses and promotes others also will be explained.;
- ***Provide realistic expectations of what the new standards, regulations and streamlined procedures will and will not do,*** the opportunities this effort presents, and how it will be implemented, using specific examples from peer communities.
- ***Inform the public about the key elements*** of the new standards, Zoning Map changes, General Plan revisions, architectural plans for accessory dwelling units, and streamlined review concepts.
- ***Provide appropriate opportunities for input*** for resident, business owners, housing advocates, environmentalists, developers, and other stakeholders. This input will be reported to the Commission and the Board.

For this project we envision two stages of public outreach. The first will be to provide an overview of the update process and receive comments from the widest possible array of stakeholders, interest groups, residents and business owners regarding their concerns about existing zoning and the potential scope of multi-family design standards and guidelines. This stage will include stakeholder interviewing, a community workshop, and online input through a website and survey. The second stage is to find out through meetings with the Planning Commission and Board, if desired, whether we "got it right," and the scope of the Development Title amendments, General Plan revisions, and Zoning Map that are expected to be proposed to address County staff and community concerns. A follow-up community meeting will precede introduction of the documents at public hearings so additional input can be obtained in an informal setting.

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Techniques to be Used

Dyett & Bhatia has used a wide variety of techniques for public participation, always tailored specifically to the project, the political decision-making process of the community, and, of course, the budget. Not all of these techniques are employed in every public outreach program; each program is tailored based on the project, client interest, and budget.

We will work with County staff to come up with an approach to public participation for the Development Title update and General Plan revisions that will focus on getting input on the key issues consistent with timing and budget constraints and the County's needs.

Stakeholder Interviews

One-on-one interviews with stakeholders are an important and effective way to gather information and perspective on specific zoning issues that will need to be addressed. For nearly all of our regulatory work, we conduct stakeholder interviews early in the process to learn about major issues of concern, deal breakers, desirables, and the political factors that may come into play. Often people are much more candid in a one-on-one or small group interview, particularly if they are on a confidential basis. As noted earlier, key stakeholders probably should include property owners, developers, architects, community leaders, affordable housing advocates, environmentalists, and interest groups.

Community Workshop and Open Houses

A community meeting provides an important opportunity to understand specific zoning issues and preferences. Specific techniques for conveying information at the workshop will be selected in consultation with County staff and may include:

- Large scale "wall graphics," and flip charts on which public comments are graphically recorded.
- Images of existing recent development in the County, showing both 'good' and 'bad' design features that can be addressed by zoning; these can then be rated according to their importance and/or acceptability in the visual preference survey, if desired. We have used such surveys effectively in work for Marin County and Placer County.
- Written note cards to record comments that articulate zoning issues and concerns, and reactions to regulations and standards described.
- "Break-out" sessions for small group discussions that address specifics of zoning, including design standards, design flexibility, cost implications, and review procedures.

Because of the technical nature of zoning standards, the most effective follow-up after this initial community meeting may be to have "open houses" prior to Planning Commission study sessions on specific "modules" of preliminary regulations being recommended to implement the General Plan and the General Plan revisions, the architectural plans for accessory dwelling units, and the Zoning Map revisions. This effort could be complemented by outreach to any interest groups that Staff believes may have particular concerns about topics being addressed, which might include consultant participation or be Staff-led with consultant-prepared presentation materials.

Outreach through the Internet and County's Website

A project website is an effective and efficient way to provide access to project materials and information. The Dyett & Bhatia team can provide web-ready materials to post to the County's website or we can host a separate website, with links to the County's website. The webpage for this project should have information about the purpose of the Development Title update, the General Plan revisions, anticipated Zoning Map revisions, and public participation activities and provide access to meeting materials and reports.

The site can also provide a record of the process, listing meeting dates and agendas in a central, accessible location. Additionally, those who would like to receive e-mail updates and announcements for key dates can sign up for an e-mail update list.

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An online community survey or comment form can be an effective means of soliciting input from community members who may not otherwise participate in an in-person forum or public meetings. An online comment form can be linked from the project page on the County's website.

Question 7

Describe your approach and tools for gathering, analyzing, and reporting input from the Planning Commission and the Board of Supervisors.

We propose four methods of getting input from the Planning Commission and the Board of Supervisors:

- ***Interviews with County Officials.*** If appropriate, we could include both Commissioners and Board members in the initial stakeholder interview process (or just Commissioners), with short (half-hour) sessions to seek their input in an informal meeting. Telephone interviews also could be conducted if scheduling did not allow for an in-person meeting.
- ***Commission and Board Briefings.*** Following completion of the outreach process and technical analysis, we would present our findings and recommendations from a "Diagnosis and Evaluation Report" at a noticed public meeting before the Planning Commission and, if desired, the Board of Supervisors, and seek comments on our proposed approach, highlighting key issues and choices for which we seek feedback.
- ***Study Sessions.*** We could present modules of preliminary regulations and topics to be covered in the General Plan revisions at three or four study sessions with the Planning Commission. This would provide the Commission an opportunity to provide comments on interim products prior to CEQA review and the hearing process.
- ***Public Hearings.*** The Commission and Board would provide input following public hearings on draft documents. Ideally, concerns that County officials may have would have been heard at earlier stages of the project so there would not be surprises at the public hearing stage that a regulatory amendments or proposed policy is unacceptable.

All input received will be compiled and analyzed; where policy direction is clear, requested changes will be made. Where we have questions about the intent of a comment by a County official, we will seek clarification from County staff. Where a request would result in a conflict either with General Plan policy or with State or federal law, we will not that for inclusion in a County staff report.

Question 8

Describe the quality assurance program/process/methods utilized. This should include a discussion of integrating subconsultant work and also reviewing the work product for typos, grammatical errors, and diagram consistency with written ordinances.

Dyett & Bhatia will have overall responsibility for all products. D&B will review and comment on products by sub-consultants, and sub-consultants shall revise their products, prior to submittal to County staff or incorporation in larger documents. This will ensure that County staff review time is spent efficiently and work by different team members is fully integrated prior to review.

For complex projects, it is essential to ensure that products maintain a consistent style. At the outset of the project, Dyett & Bhatia will establish the overall project graphic style, and prepare a document style template customized for the project as the first products are prepared. The styles and templates will be submitted to County staff for approval and then provided to all members of the Consultant team.

All products, with the exception of technical reports, will be processed by Dyett & Bhatia for graphic design and style consistency. Each product will be reviewed in entirety by a senior staff member to ensure similar "voice" and error-free products.

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Question 9

Identify potential areas of project challenges and specific methods for addressing these challenges.

The biggest challenge will be to learn how far to go with General Plan implementation, while still respecting the current Board's preference for a "business-friendly" environment that will not impede job and population growth. For example, the General Plan establishes limits on non-residential floor area with floor area ratios (FAR) and a maximum size for commercial uses in the CN Neighborhood Commercial District. Title 9 should have rules for allowing for FAR exceptions in certain circumstances so as not to create needless nonconformities, preventing existing business from expand, for example. Similarly, while large parcels are to be maintained in agricultural areas, there could be instances when lot split might enable a nonprofit to build farmworker housing or facilitate preservation of a family farm. Lastly, for mixed use zones, choices will need to be made on what to cover in design standards vs. guidelines and whether guidelines should be codified. The General Plan calls for considered of design, building scale in relation to adjacent uses, parking, infrastructure, and landscaping; are all of these topics to be addressed with objective standards?

The General Plan also has some policies expressed as "should," suggesting some flexibility may be allowed in the regulations, where appropriate. Parking, for example, should be on the side or rear, but guest parking often is best provided in front of a building. The General Plan calls for adaptive reuse, and also wants to discourage strip commercial development, but transitioning from an auto-oriented environment to a pedestrian-oriented environment takes time, and there are uses, such as auto repair and services, agricultural services, and warehousing and distribution that need vehicle access. Title 9 will need to recognize and accommodate these competing demands.

A related challenge will be to ensure that all viewpoints are heard, and the County staff review process involves those with direct "counter" experience, so the Title 9 amendments do not overlook key concerns or advance proposals that are unworkable when dealing with specific circumstances within the County. County Counsel also should be involved early in amendment drafting effort, so any specific requirements they have are built into the revision process and not added on later.

As noted in our response to Question #1, we will use options and testing to explore choices for new zoning and facilitate decision-making on how far to go in General Plan implementation. In some instances, a technical clarification of a General Plan policy, which could be reflected in the General Plan revisions, could resolve an issue and allow for broader support for a set of regulatory amendments.

Question 10

Describe your experience working on a similar project with a County or City.

Since the firm's formation in 1976, Dyett & Bhatia (D&B) has completed comprehensive Zoning Ordinances and signage and landscape regulations for 45 California communities, as well as 17 other cities and counties nationwide. Our services for private clients and institutions are limited, but provide us with a clear understanding of the economic realities projects face. We know how to prepare project proformas and test the effects of regulations on for costs and profitability.

In San Joaquin County, D&B prepared General Plans for Lodi and Tracy and zoning regulations and standards for Manteca; we also worked on a General Plan amendment and related zoning for a development project in Stockton. Other Central Valley work includes a General Plan for Sacramento, currently underway, and recent General Plans for Chico, Dixon, Los Banos, Porterville, Vacaville, Visalia, Woodland and Yuba City, among others; sign regulations for Visalia; and zoning regulations for Redlands, Woodland, and Yuba City. In these assignments D&B dealt with agricultural land preservation, right-to-farm policies, mining, and agricultural buffers as well as parking and transportation demand management. D&B has prepared growth management regulations for cities and counties in both "high regulating" environments such as the Tahoe Basin, and "low regulating" communities where properties rights are highly valued, as in the Fresno metropolitan area. Finally, D&B recently completed a General Plan for St. Helena, which included policies on agritourism, wine, and hospitality industries.

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D&B prepared Marin County's Multi-Family Residential Design Guidelines, which were adopted by the Board in 2013 and is also working for Placer County on a new Design Manual with objective development and design standards for multi-family and mixed-use development. These guidelines address infill, building-street relationships, and how to fit into established neighborhoods. D&B also has prepared accessory dwelling unit regulations, standards for utility undergrounding, adequate public facilities regulations, hillside development regulations, wildland fire prevention standards, regulations for tasting rooms and agritourism, recycling, cultural and resource protections, mineral extraction, and environmental resource protection. Finally, nearly all D&B's ordinances include provisions for streamlining permit approval with "common procedures" and development tracks to reduce the number of individual permits, which often have separate submittal and findings requirements.

The General Plan calls for consistency with the County's Regional Transportation Plan and Sustainable Communities Strategy. D&B's Project Manager, Michael V. Dyett FAICP, served as the growth management to the Contra Costa Transportation Authority for 36 years, assisting in writing the regional plans and implementation programs and assisting cities implement policies for active transportation and transit-oriented development.

Subcontractors' Similar Projects

Our subcontractors similarly have a string portfolio of work on similar projects. More specifically, ICF prepared the EIR for the Stanislaus County General Plan Update. This project included review of the General Plan goals and policies, a countywide planning inventory of data needs, analysis of implementation measures, public facilities, infrastructure and services capacity analysis, and preparation of a Program EIR, Mitigation Monitoring Plan, Findings of Fact and Statement of Overriding Consideration. Important issues included the loss of agricultural land, traffic congestion, and groundwater supply overdraft.

Another similar ICF project was an EIR prepared for El Dorado County for the Targeted General Plan Amendments/Zoning Ordinance Updates. Specific issues included compliance with recent regulatory changes and addressing issues related to rezoning for commercial sites in rural locations. These addressed community design standards for mixed use design, landscaping and irrigation, outdoor lighting, mobile home park design, research and development zone design, and parking and loading; and adopted the corresponding zoning ordinance update. ICF also assisted El Dorado County with peer review of the proposed zoning ordinance, standard plans for rural community and mixed-use development, and development of alternatives for analysis in the EIR.

ICF is currently assisting San Joaquin County with tiered environmental clearances for implementation projects such as zoning ordinance amendments.

Richardson Pribuss Architects (RPA) is a Mill Valley-based firm with nine full-time staff. RPA was recently formed in September 2019, when Heidi Richardson of Richardson Architects officially aligned with the talents of Andrew Pribuss, a long-time design director at Richardson Architects. RPA provides design and management of residential and commercial projects throughout the Bay Area, including Marin, San Francisco, Alameda, Sonoma, Napa and San Mateo counties and has specifically completed architectural plans for over 20 accessory dwelling units, including attached and detached units, on flat as well as hillside sites.

For nearly all of the firm's residential work, structural engineering calculations and drawings are provided by Kelly Turbin, PE.

RPA was founded on the premise that architects can enhance the natural and built environment through inspiring, contextual, environmentally sensitive architecture. RPA believes in creating the most appropriate design solutions for each of its clients; appropriate not only in terms of place and site but just as importantly in terms of budget and schedule. It is RPA's goal that final built projects be timeless for clients, and clearly and thoughtfully connect to the broader built and natural environment.

RPA's residential plans empower people to create their own spaces rather than imposing the firm's own vision on them. A client's "program" guides RPA's work more than styles, and the breadth of firm's portfolio demonstrates its interest in projects and challenges large and small. Siting and landscape critically inform design solution, but RPA also is intrigued by

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innovative uses and combinations of materials, new and creative building techniques, and the insights and contributions of local craftspeople. This perspective will enhance work on the Accessory Dwelling Unit Manual.

SELECTED PROJECT EXAMPLES

Richmond Zoning and Subdivision Regulations

Richmond, California
2015-2018
APA California Northern Chapter Honor Award for Best Practices (2017)



Dyett & Bhatia worked with the City of Richmond to create zoning and subdivision regulations that incorporate innovative strategies to ensure well-designed, high quality development in the city and streamline the review process. The new regulations introduce mixed-use districts to promote pedestrian-oriented development and combine crucial development standards for urban design with sustainable development standards and performance approaches to lighting and noise controls and transportation demand management. They also include standards for accessory dwelling units and alternative housing types and updated affordable housing incentives.

The regulations contain innovative approaches for creek protection corridors and shoreline access. The subdivision street design standards that support a multi-modal transportation system are expected to reduce reliance on the automobile coupled with the transportation demand management program requirements. They simplify and eliminate unnecessary regulations and procedures and incorporate objective standards and review criteria that are easily understood. An extensive public process was used to gain input and raise community awareness.

The City's planning staff, assisted by Dyett & Bhatia, worked closely with the Planning Commission, responding to concerns raised and suggesting alternative regulatory approaches to consider. The regulations were adopted in December. Since then, Dyett & Bhatia has provided staff training and prepared counter handouts to facilitate implementation.

Sacramento General Plan Update, Climate Action Plan, and EIR

Sacramento, California
Ongoing



Sacramento, located at the confluence of the Sacramento and American rivers, is California's fastest growing big city, with a population of 500,000 and projected increase of 180,000 over the next 20 years. Dyett & Bhatia is leading a team preparing a new General Plan and Climate Action Plan for the city. Extensive community outreach for the plan has revealed community and decision-maker priorities to be carbon neutral by 2045, foster affordable housing, and promote compact development in walkable transit-oriented settings, linked to the city's light rail system. Promoting equitable development and public health are additional priorities.

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St. Helena General Plan Update and EIR

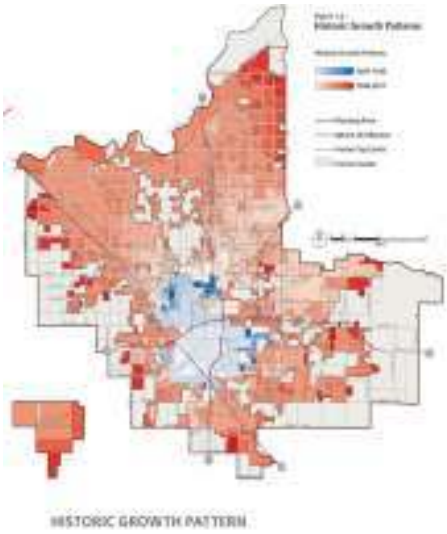
St. Helena, California
Adopted 2019



Located in the heart of Napa Valley, St. Helena is one of the Bay Area's most picturesque small towns, with a population of 6,200 and a land area of about five square miles. Dyett & Bhatia assisted the City with a targeted update to the General Plan, focused on incorporating policies to address new State requirements that have come into force since the plan was last updated and extending the horizon year of the plan. Issues central to the effort include growth management, economic development, historic resource preservation, public safety, and agricultural preservation. The effort also included preparation of an EIR and analysis of sensitive environmental resources and capacity constraints in areas outside the City limit where municipal services are provided.

Fresno General Plan and Development Code

Fresno, California
Adopted 2014



HISTORIC GROWTH PATTERN

Originally three-square miles and home to 4,000 residents at the time of incorporation in 1885, Fresno has grown to be California's fifth largest city, with a population of 520,000. A multicultural community, Fresno sits at the heart of a vibrant agricultural region, and is one of the initial stations planned for California's High-Speed Rail system.

Working in partnership with City staff, Dyett & Bhatia prepared a new General Plan for the city, that was adopted December 2014. The plan links quality of life and economic stability to land-use decisions. It focuses on revitalizing Downtown Fresno as the city's center, and creating smaller mixed-use "activity centers", connected by bus rapid transit. The plan envisions these centers as Complete Neighborhoods, with ample services available within walking distance of residents, closing gaps in access to food, services, and amenities. The plan facilitates housing growth while protecting agricultural lands from encroachment; strategizes compact, sustainable development; and fosters the expansion of export-oriented sectors—particularly those that leverage the region's strength in agriculture and food—via appropriate zoning and streamlined permit approval.

The plan maintains Fresno's current boundaries, planning for almost an equal balance of infill and edge growth. Intensive land use and mixed-use development is intended to support greater use of the planned bus-rapid transit system, and justify the necessary infrastructure and utility expansion to support more industry.

Following the General Plan, Dyett & Bhatia also prepared a comprehensive update of the city's Zoning Ordinance, which combines form-based provisions for the downtown neighborhoods, with Euclidean and performance zoning concepts.

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Yuba City General Plan, EIR, and Zoning Ordinance

Yuba City, California
General Plan and EIR Adopted 2014
Zoning Ordinance Adopted 2006

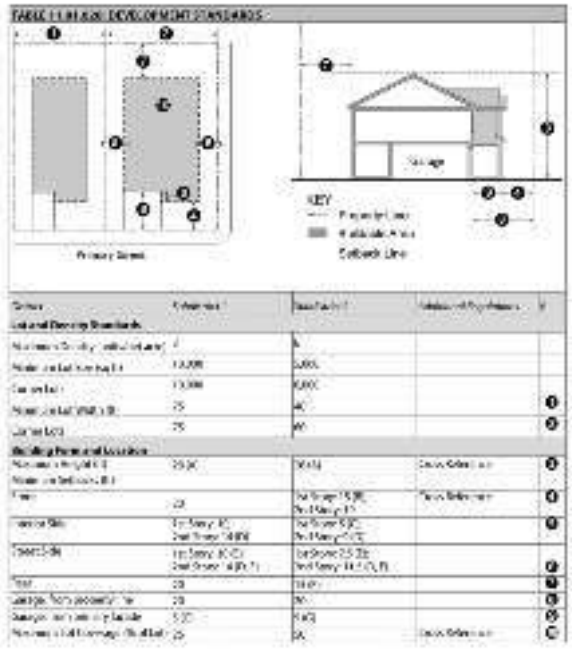


Dyett & Bhatia completed the General Plan for the rapidly growing Central Valley community of Yuba City, and was subsequently retained by the City to comprehensively update the Zoning Ordinance. The General Plan creates cohesive neighborhoods, accommodates growth within the Sphere of Influence (SOI) with clear strong urban/rural boundaries, and integrates land use and open space with new development clustered around two new large urban parks and enhanced accessibility to the Yuba River. The General Plan also establishes policies and priorities, and outlines how City resources and energies should be used to achieve planning objectives.

Yuba County Development Code Update

Yuba County, California
Adopted 2014

Through a Sustainable Communities Planning Grant, Dyett & Bhatia has been retained by Yuba County to update the Development Code to implement the new General Plan. The Development Code update will combine the County's current zoning, subdivision, erosion control, grading/drainage, environmental compliance, improvement, and related codes and standards into a single cohesive uniform document. The contents of these codes will be restructured to meet environmental and economic goals provided in the 2030 General Plan and to illustrate through design guidelines preferred approaches to development and open space conservation. Major objectives of the update are to develop new standards that will provide a more coherent sense of place, promote higher density residential development and commercial redevelopment in activity centers, preserve and enhance the character of rural communities, and support economic growth and agri-tourism.



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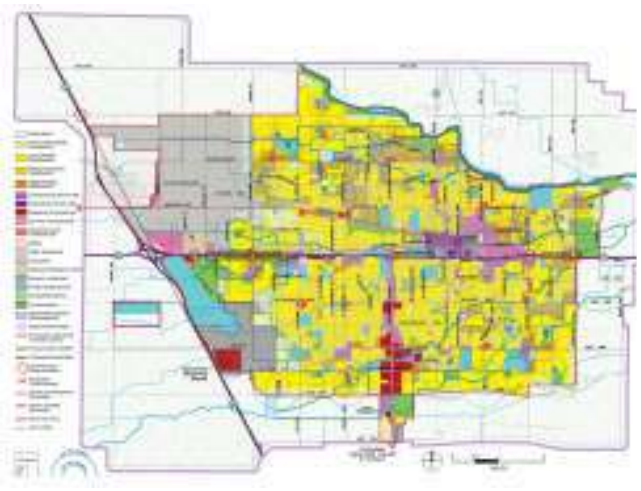
Visalia General Plan Update and EIR

Visalia, California
Adopted 2014



Dyett & Bhatia prepared a comprehensive General Plan update and associated EIR for the City of Visalia, a growing community in the heart of California's San Joaquin Valley.

The General Plan integrates sustainability goals into the long-range planning process, with an emphasis on community enrichment, employment growth and diversification, and natural resource conservation and stewardship. Community outreach included bilingual newsletters and mail-in survey, project website, public workshops, and a series of multilingual focus groups and structured stakeholder outreach.

Lodi General Plan Update, EIR, and Housing Element

Lodi, California
Adopted 2010
APA Sacramento Valley Section Award, Lodi General Plan (2011)



Lodi is a compact city along Mokelumne River, surrounded by vineyards and orchards, with livable neighborhoods and a revitalized downtown. The city stands at the cusp of major economic changes as a burgeoning center of premium wine production and tourism, and expanding retail, office, and educational sectors. Its desirability is resulting in growth pressures, evidenced by multiple large development proposals, especially along the city's western and southern edges.

The updated General Plan maintains the city's compact form by focusing new development downtown, along key mixed-use corridors, and in strategic growth areas contiguous to the current city limits. Community design, infrastructure planning, and synergistic land use and transportation planning are key components of the plan.

It seeks to protect open space and agriculture; expand street connections; improve pedestrian and bicycle mobility; and foster economic development to ensure fiscal sustainability, neighborhood livability, and overall quality of life. Plan preparation was informed by community outreach activities, including a mail-in survey, workshops, and neighborhood/business group meetings, and extensive technical analysis, including research on agricultural preservation strategies.

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Question 11

Describe your process for staying within budget on a project and your method for addressing a project that looks like it may exceed budget. Include the percentage of projects that you have kept within budget.

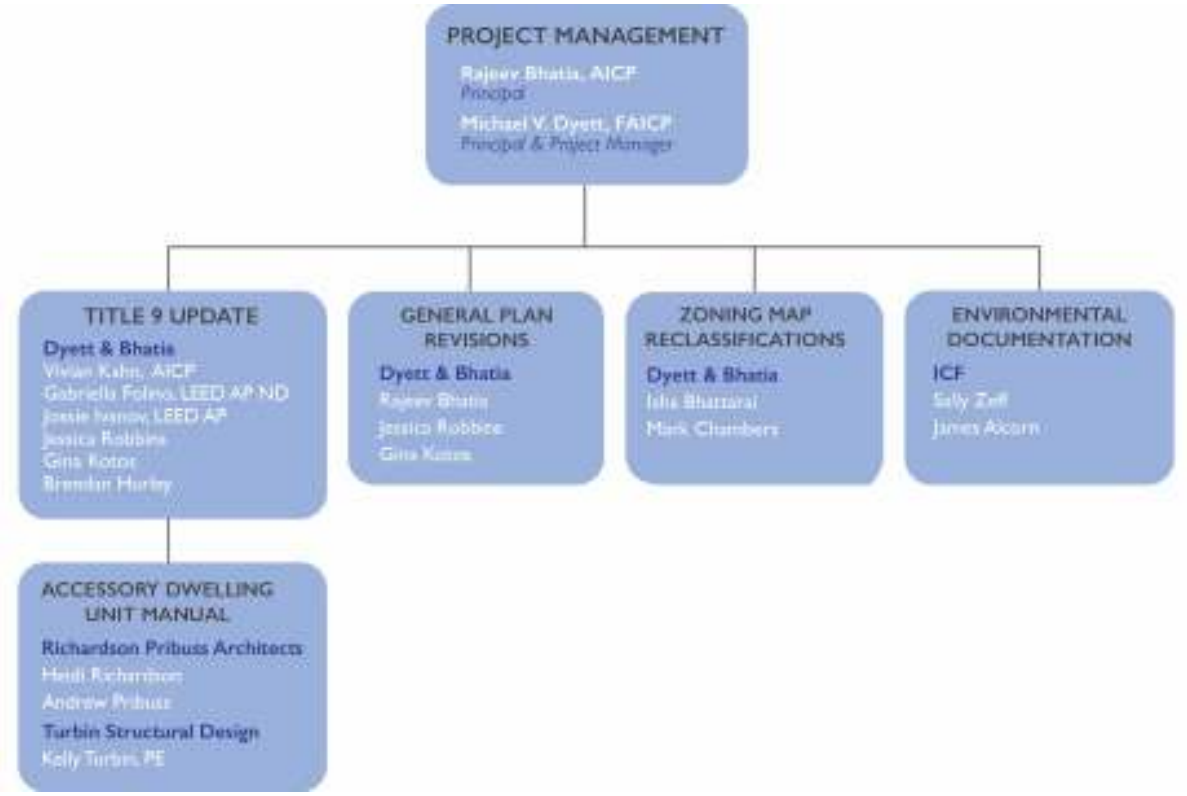
Dyett & Bhatia has a strong track record of meeting contractual obligations while remaining consistent with the stated client program, scope, schedule, budget and technical requirements. Our negotiated budgets represent guaranteed maximums for our work, provided that the agreed-upon scope of work does not change. Not only do our General Plans and Zoning Ordinances have a record of being carried through to adoption, but we also have not had a contract terminated for cause or performance. We take pride in our ability to carry projects through to completion and meet all contractual obligations; hands-on project management by firm partners ensures that any potential issues regarding schedule and budget are identified as early as possible and addressed promptly.

D&B will ensure that progress reports documenting work and costs by task are submitted monthly. The reports will also outline work tasks for the coming month, and any anticipated problems, to allow for proactive management. Dyett & Bhatia uses a project management software program that enables us to monitor time spent by task and compare actual and estimated time commitments and associated costs with the original budget estimates. All mapping will be computer-based, so any changes can be made rapidly, and administrative draft copies will be made available to staff well in advance of intended publication dates.

Since the firm's formation in 1976, we have met all of our contractual obligations, unless modified by mutual agreement, and completed work within the allocated budget. For perhaps, ten percent of the work done, there have be unanticipated needs and the city or county has approved a contract amendment and budget increase. In some cases, this occurred in response to public concerns about the need to evaluate additional land use or transportation alternatives; in other cases, a change in a planning area boundary required additional analysis of land use and environmental constrains. For zoning and code-related work, the only budget changes have related to the need for additional meetings.

Additional Information

Provide any other relevant information regarding your ability to perform the project, as described, that was not specifically requested.



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Insert Organizational Chart and Key Personnel Resumes or attach to the end of this submittal

Facility Personnel Job Classification	Employee Name	Hours Per Week	Direct or Subcontracted
Principal	Rajeev Bhatia	5+ when needed	Direct
Principal & Project Manager	Michael V. Dyett	20+ when needed	Direct
Senior Urban Designer Associate Planner Assistant Planner Urban Designer/Planner	Gabriella Folino Jossie Ivanov Jessica Robbins Gina Kotos Brendan Hurley	16-32 when assigned	Direct
Senior Cartographer Senior GIS Specialist	Mark Chambers Isha Bhattarai	20+ when assigned	Direct
Project Assistant	D&B Staff	32+ when needed	Direct
Principal Architect Design Director	Heidi Richardson Andrew Pribuss	20+ when needed	Subcontracted
Principal Engineer	Kelly Turbin	20+ when needed	Subcontracted

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Rajeev Bhatia, AICP

Partner

Rajeev Bhatia is one of the most experience general plan prepares in California, having led 35 General Plans and related EIRs for California cities, with more than 20 cities in the last 10 years alone.

He has extensive San Diego County experience, with recent work as Principal in Charge including: Carlsbad General Plan, Housing Element, Climate Action Plan, and EIR; and extensive work for the City of San Diego, including Mission Valley Community Plan and EIR, University Community Plan (underway), Southeastern Community Plan, Encanto Community Plan, Alvarado Creek Revitalization Strategy, and Downtown Community Plan (all completed planning assignments winners of American Planning Association San Diego Chapter awards), as well as citywide mixed-use zoning and downtown zoning.

He has worked extensively elsewhere in Southern California, with projects including recently completed the Redlands General Plan and the Climate Action Pan, and currently general plans for Diamond Bar and Carson (as well as zoning ordinance update). Other current general plan work includes cities of Napa and Sacramento.

He is also an experienced urban designer, having led numerous downtown and transit-oriented plans, including Downtown San Diego Plan, which is shaping one of California's most dynamic, mixed-use districts. His projects have won over 30 awards from the American Planning Association.

Education

Master of City Planning
Master of Landscape Architecture
University of California, Berkeley

Regents Fellow
Thomas Church Award for Design (first prize)
Outstanding Graduate Student Instructor Award

Bachelor of Architecture
(First Class)
School of Planning and Architecture in New Delhi, India

Awards

Mr. Bhatia's projects have won over 30 awards from the American Planning Association, as well as awards from the Urban Land Institute and the Congress for New Urbanism, and the Ahwahnee Award. He has been Fellow of the German Academic Exchange Service (DAAD) and the Asian Cultural Council (Rockefeller Foundation, New York).

Relevant Experience

General Plans and Related EIRs

Napa (underway)
Sacramento (underway)
Diamond Bar (underway)
Pacifica (underway)
Carson (underway)
University Community Plan (San Diego; underway)
Ceres
Redlands (twice)
Mission Valley Community Plan (San Diego)
Woodland
Half Moon Bay
Carlsbad
Southeastern San Diego Community Plan
Encanto Community Plan (San Diego)
Daly City (EIR only)
Santa Clara
Lodi
Santa Monica
San Benito County General Plan (visioning only)
Emeryville
Petaluma
Alameda (twice)

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Urban Design and Specific Plans

Mr. Bhatia's project has led numerous downtown, transit-oriented development, and community design projects. These include major assignments such as BART Station Area Plans around new stations (such as Milpitas, which is leading the largest amount of new residential development around a BART station in the Bay Area— 7,200 new housing units); San Diego Downtown Plan, fostering the highest-intensity, mixed-use and livable downtown in California (with a population of 90,000); planning for station areas around Honolulu's new rail system; and the Capitol Area Plan in Sacramento for the State of California, which has shaped the largest office development undertaken by the State in its history, in a mixed-use setting. He also prepared the Master Plan for Genentech, which is one of the largest corporate campuses in the Bay Area, with 15,000 employees.

Honolulu Public Views/Skyline Study (underway)

Bayhill Specific Plan (San Bruno; includes YouTube headquarters expansion; Underway)

Alvarado Creek/Grantville Revitalization Study (San Diego)

Livermore BART Station Area Specific Plan

Santana Row and Valley Fair Urban Village Master Plan (San Jose)

Winchester Boulevard Master Plan (San Jose)

San Pablo Avenue Specific Plan

San Jose Diridon Station Area Plan

Honolulu Station Area Planning (six stations)

Windsor Station Area/Downtown Specific Plan

Milpitas Station Area Plan

Santa Clara Station Area Plan

Emeryville Citywide Design Guidelines

San Diego Downtown Plan and Zoning

Genentech Campus Master Plan

Capitol Area Plan (Sacramento)

Program EIRs

Mr. Bhatia has led preparation of more than 35 Program EIRs, including on more than 25 comprehensive general plan updates, as well as regional transportation plans (including the Bay Area Regional Transportation Plan and Contra Costa Countywide Transportation Plan), and specific and area plans.

Climate Action Plans

Mr. Bhatia has led CAPs in conjunction with general plans for the cities of Carlsbad, Redlands, and Diamond Bar.

Zoning and Design Standards

Mr. Bhatia has prepared zoning regulations and design and development standards to implement downtown and community plans, and transit-supportive and mixed-use development regulations. He has also developed Transportation Demand Management programs.

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Michael V. Dyett, FAICP

Consulting Principal

Michael Dyett specializes in zoning and subdivision regulations, comprehensive planning, urban design, form-based codes, growth management and implementation systems design. He is also skilled in environmental assessment and transportation policy research, focusing on development patterns and land use-transportation linkages. He has over four decades of professional planning experience, with unparalleled project experience throughout California.

Education

Master of Regional Planning
Harvard University Graduate School of Design

Bachelor of Arts
Harvard College

Awards

He has directed projects that have won over 15 major awards, including National Honor Awards from the American Planning Association and the U.S. Department of Housing and Community Development and a San Joaquin Valley Blueprint Award. He is a member of the College of Fellows of the American Institute of Certified Planners and former member of the California Planning Roundtable. He is past president of the San Francisco Economic Round Table and former member of the Advisory Council of the San Francisco Bay Area Air Quality Management District (Community Planning Representative). Mr. Dyett was on the Board of Directors of the Mill Valley Historical Society and in 2014 served as Chair of the Mill Valley Zoning and Design Advisory Committee. He also is on the Board of Directors of the Marin Theatre Company and served on the Board of the Mill Valley Film Festival (2009-2015).

Recent Assignments

Zoning Ordinances and Plan Implementation

Michael Dyett has unsurpassed national expertise in the preparation of comprehensive city- and countywide zoning and subdivision ordinances. He also prepared benchmark reports and zoning regulations for downtowns of major cities, for pedestrian- and transit-oriented development, and for Traditional Towns, Traditional Neighborhoods, and Traditional Marketplaces. Current and past experience includes:

City- and Countywide Regulations

- Abu Dhabi (UAE)
- Albany
- Austin (Texas)
- Benicia
- Beverly Hills
- Carmel
- Chicago
- Cincinnati (Ohio)
- Concord
- El Cerrito
- Gilbert (Arizona)
- Half Moon Bay
- Henderson (Nevada)
- Houston (Texas)
- Huntington Beach
- Larimer County (Colorado)
- Los Angeles County
- Manhattan Beach
- Manteca
- Maricopa (Arizona)
- Marina
- Memphis (Tennessee)
- Menlo Park
- Mesa (Arizona)
- Milwaukee (Wisconsin)
- Monterey
- Morro Bay
- Oakland
- Oceanside
- Palm Beach County (Florida)
- Pasadena
- Pleasant Hill
- Porterville
- Portland (Oregon)
- Prince George's County (Maryland)
- Redding
- Richmond
- San Carlos
- San Jose
- San Leandro
- San Ramon
- Santa Cruz
- Santa Barbara
- St. Mary's County (Maryland)
- Tucson (Arizona)
- Washoe County (Nevada)

Downtown Regulations

- Abu Dhabi (UAE)
- Chicago (Illinois)
- Kansas City (Missouri)
- Portland (Oregon)
- Philadelphia (Pennsylvania)
- San Francisco (Chinatown)
- San Diego (downtown & East City)
- Scottsdale (Arizona)

Mixed-use, Pedestrian, and Transit-Oriented Regulations

- Portland: Mixed Use Zones Project
- San Diego: Mixed Use Zones Project
- Santa Cruz: Mixed Use Zones Project
- Seattle: TOD Zoning Framework

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General Plans and Specific Plans

Michael Dyett has been the Principal-in-charge or Participating Principal for comprehensive general plans and environmental impact reports for over 25 cities and counties, including:

- Belmont
- Benicia
- Burlingame Bayfront
- Chico
- Concord
- Fresno
- Fossil Creek Area Plan (Colorado)
- Humboldt County
- Larimer County (Colorado)
- Lemoore
- Los Banos
- Martinez
- Menlo Park El Camino Corridor
- Orinda
- Pacifica
- Pittsburg
- Placencia Town Plan (Belize)
- Pleasant Hill
- Pleasanton
- Porterville
- Salinas
- Santa Barbara County
- San Ramon
- San Pablo
- Vacaville
- Visalia
- Yuba City

Mr. Dyett has been directly responsible for managing EIRs on several of the above projects. He has also served as an expert witness on the legal adequacy of general plans and the environmental documents for those plans.

Teaching

Michael Dyett has served as a Visiting Professor at the University of California, Berkeley directing a land use/transportation studio, and as an adjunct faculty member for national workshops conducted by the Lincoln Institute and the American Planning Association. He has taught professional education short-courses on land use and transportation for the Institute for Transportation Studies (ITS) at the University of California, Berkeley, as a part of their Technology Transfer Program. Mr. Dyett has also led panels on comprehensive planning and zoning for the American Planning Association and he was an invited lecturer speaking on neo-traditional zoning at the Institute of Traffic Engineering's mid-career training workshops.

Publications

Mr. Dyett has published dozens of articles and papers on zoning, such as:

- *Using Zoning as an Incentive to Retrofit*, Seismic Retrofit Incentive Programs Handbook for Local Governments, published by the California Seismic Safety Commission as part of the Bay Area Earthquake Preparedness Project
- *Site Design and its Relation Urban Form*, Transportation, Urban Form and the Environment, proceedings of a Transportation Research Board Conference published by the National Academy of Sciences
- *A New Generation of Land Use Controls*, Land Lines, Lincoln Institute of Land Policy, Cambridge, MA

Linking Land Use and Transportation

Michael Dyett prepared regulations to promote transit for cities such as Tacoma WA, St. Paul, MN, and Portland, OR, and led the firm's research on land use and urban development impacts of beltways for the U.S. Department of Transportation. The National Research Council, the Institute for Transportation Engineers, Western City, and the University of Wisconsin have published his research on transportation/land use linkages.

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Vivian Kahn, FAICP

Associate Principal

Vivian Kahn is widely recognized as an expert in preparation and administration of land use and development regulations and has more than 45 years of professional planning experience in the public and private sectors. Before joining Dyett & Bhatia in 2001, she was Acting Deputy Director for the City of Berkeley's Department of Planning and Development and served from 1987 to 1995 as Berkeley's Current Planning Manager and Zoning Officer. She previously served as manager of the Community Assistance Division of the State Office of Planning and Research.

Education

Bachelor of Arts
cum laude
City College of New York

Additional course work at Department of City and Regional Planning at Pratt Institute and Graduate School of Journalism at Columbia University.

Selected Honors and Affiliations

APA National Board of Directors, Legislative and Policy Committee 1994-2002

APA Amicus Curiae Committee, 1995-2008

Chair, APA California Chapter Amicus Committee, 2006 to present

AICP College of Fellows, 2000

California Planning Roundtable, 1986 to present

Co-Chair, APA National Conference, 2005

APA California Planners Emeritus Network, Honor Award, 2007

APA California Northern Section Special Recognition Award of Excellence, 2017

Phi Beta Kappa
1969-1971

Recent Assignments

Preparation of Zoning and Subdivision Ordinances

Ms. Kahn has had a major role in projects including preparation of zoning and subdivision regulations for Santa Monica, South San Francisco, Los Angeles County, Oakland, Concord, Menlo Park, and El Cerrito in California; Mesa, Maricopa, and Gilbert, AZ; Chicago, IL; and Abu Dhabi, United Arab Emirates. She also evaluated the City of Portland's administrative procedures for Dyett & Bhatia's work on the City's Regulatory Rethink Project and prepared an assessment of Washoe County's administrative requirements and policy implementation. She is currently engaged in comprehensive zoning updates of Pasadena and Vallejo zoning codes, is assisting the Long Beach with revisions to its zoning regulations, and is completing work on a comprehensive update to the County of Orange's zoning code. She led D&B's work on designing a community benefits program for Redwood City, which received APA California's Award of Excellence for Best Practices in 2016, and also managed updates of sign regulations for the Cities of Riverside and San Luis Obispo.

Zoning and Subdivision Administration

As Berkeley's Current Planning Manager and Zoning Officer, Ms. Kahn supervised administration and enforcement of zoning, design review, environmental review, condominium conversion, and landmarks preservation, acted on a wide range of permits not requiring action by the Zoning Adjustments Board, and advised the Board and the City Council on all matters regarding implementation and interpretation of the City's Zoning Code. After the 1991 Berkeley-Oakland Hills Fire, she supervised the operations of the One-Stop Center for Fire Area Reconstruction and managed the development review and approval process for numerous complex development projects.

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Housing Policy and Development

As a consultant in private practice, Ms. Kahn has provided planning assistance to affordable housing developers for projects in El Cerrito, Crockett, and Oakland and assisted property owners in Berkeley and Oakland seeking to develop or legalize units. Ms. Kahn has made presentations on housing policy and practice at conferences and professional development courses including programs on Planning for Age Integrated Communities (2009), Planning Commissioners Training (2009) and Housing California: Responsibilities, Challenges, and Opportunities (2012) for UCLA Extension. Ms. Kahn has consulted to California Forward on the development of regulatory approaches to promoting affordable housing and participated in a panel on the 2017 State legislative housing package at the 2017 APA Chapter conference. She has also been a volunteer board member of non-profit housing development corporations including Jubilee Housing and the West Oakland Housing Development Corporation in Oakland and the Seattle Housing Resources Group and Southeast [Seattle] Effective Development in Washington State.

Legal Requirements

Ms. Kahn serves as an expert witness and litigation consultant on planning and zoning issues. She co-authored zoning chapters in the California Continuing Education of the Bar's California Land Use Practice (2006) and is a contributor to The RLUIPA Reader (American Planning Association and American Bar Association), 2009. She has written on planning and housing issues for City and Planning magazines, Land Use & Environment Forum and other publications.

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Gabriella Folino, LEED AP ND, RELi AP

Urban Designer, Senior Associate

Gabriella Folino is an urban designer with ten years of experience in urban design, architecture, and graphic design. She has worked on a variety of planning projects for campuses and cities as well as waterfront development and mixed-use communities. Ms. Folino has a fine balance of international and local experience. Ms. Folino astutely approaches each project with a strong foundation of urban design principles with a focus on creating sustainable communities.

Education

Master of Science in Architecture and Urban Design
Columbia University

Bachelor of Architecture
Philadelphia University

Recent Assignments

San Diego - University Community Plan. Ms. Folino is an urban designer contributing to the development of the San Diego Community Plan. The Community Plan aims to provide a greater mix of uses, a vibrant pedestrian environment, increase housing density, locate housing in closer proximity to employers, foster transit-oriented development, and limit greenhouse gas emissions.

Union City BART Specific Plan. Ms. Folino is contributing to the research, analysis, community visioning efforts, stakeholder engagement and design for the specific plan surrounding Union City BART.

Other Work Experience

Urban Designer, Perkins+Will. As an urban designer for Perkins + Will Ms. Folino worked on a range of projects throughout the Bay Area. Ms. Folino was also an active member in the research labs including the Resilience Lab and the Housing Affordability Taskforce. Significant Projects Included:

- Mission Point, Santa Clara
- UCSF Parnassus Renewal Plan, San Francisco
- UCSF Parnassus Resilience Study in partnership with 100 Resilient Cities

Researcher, The Earth Institute Urban Design Lab - Columbia University. Ms. Folino worked on a range of Research and Urban Design projects for the Earth Institute. Projects include literature reviews, GIS mapping, and storytelling techniques. Significant Projects Included:

- Curbing Childhood Obesity: Searching for Comprehensive Solutions in collaboration with MIT and the United Health Foundation
- Northern Manhattan and the Congestion Pricing Plan in collaboration with WE ACT for Environmental Justice

Urban Designer, Gensler. Ms. Folino worked on a variety of local and international urban design projects. The scope of the projects included various massing options, design guidelines and a range of community engagement strategies. Significant Projects Included:

- California College of the Arts Long Range Development Strategy, San Francisco
- Mixed Use Developments (Confidential), Asia

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Jossie Ivanov, LEED AP

Associate

Ms. Ivanov is an urban designer and planner with experience working across the disciplines that impact the built environment, including architecture, landscape architecture, planning, historic preservation, urban design, and infrastructure planning. She has worked locally and internationally at a variety of scales, and brings her passion for environmentally-responsible inclusive urban spaces to her projects. Her research interests include landscape conservation, active transportation, urban habitat corridors, green infrastructure, and public water access.

Education

Master of Design Studies in Critical Conservation *with distinction*
Harvard University

Master of City Planning in City Design and Development and Transportation
Massachusetts Institute of Technology (MIT)

Bachelor of Architecture
Rice University

Bachelor of Arts in Architecture
Rice University

Recent Assignments

City of Sacramento General Plan. Ms. Ivanov is a project planner for the ten-year overhaul of the Citywide General Plan, which includes adding significant new policy sections relating to environmental justice and climate change resilience, as well as increasing residential density allowances throughout the city. Her responsibilities include evaluating and revising existing policies and guiding principles, analyzing existing and projected land uses, conducting stakeholder interviews, developing staff and community outreach materials, and project coordination.

Placer County Design Manual. Ms. Ivanov assisted in preparing development standards and design guidelines for new multi-family housing and mixed-use development. The work uses existing housing typologies in Placer County as models.

City of Pleasanton Downtown Specific Plan and EIR. Ms. Ivanov is a project planner contribiuting to the EIR, including writing chapters on hazards and hydrology. She also created illustrations of Plan policies to make the document more accessible to the public.

Other Work Experience

Planner, City of San Francisco Public Utilities Commission (SFPUC). As a Planner for the SFPUC's Power Enterprise, Ms. Ivanov led outreach to developers and other City departments for collaboration on San Francisco's clean energy offerings. She worked on the Mayor's Subcommittee on Electric Vehicle Infrastructure, the City-wide Regenerative Cities Advisory Group, and outreach materials for websites, city buses, and the city's Board of Supervisors.

Designer, SWA Group. Ms. Ivanov worked on a variety of domestic and international landscape architecture, urban design, and planning projects with SWA Group, including the Solano Fairgrounds Specific Plan for a mixed-use infill project in Vallejo, California; design of a health-focused retirement city in Tongxiang, China; and design and project management of a new 20-acre park in San Ramon, California. She also received an internal fellowship to study how urban designers can promote public health and active lifestyles through the built environment.

Preceptor, Venturi, Scott Brown and Associates. Ms. Ivanov worked on campus master planning for Bryn Mawr and Haverford Colleges, including leading mapping and diagramming efforts, and on the ADA retrofit of Carpenter's Hall, an Historic National Landmark in Philadelphia.

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Jessica Robbins

Planner

Jessica Robbins specializes in environmental planning and policy. She has worked on environmental impact reports and public information materials. Research interests include climate change vulnerability and adaptation, green infrastructure, social and behavioral sciences, climate and sociological data analysis, community resource development, and participatory planning.

Education

Master in Environment and Sustainability
University of Michigan

Bachelor of Arts in Molecular and Cell Biology
University of California, Berkeley

Recent Assignments

Diamond Bar General Plan and EIR. Ms. Robbins is a planner for this general plan update and is involved in environmental analysis and drafting the EIR for this project.

Santa Rosa Downtown Station Area Specific Plan and EIR. Ms. Robbins is a planner for Santa Rosa's downtown specific plan update. The project involves community engagement, historic preservation, and preparation of a Water Supply Assessment. Ms. Robbins is completing environmental analysis and preparing EIR chapters.

Sacramento General Plan Update, Climate Action Plan, and MEIR. Ms. Robbins is an environmental planner contributing to a Climate Change Vulnerability Assessment that will identify strategies for the Climate Action Plan, Safety Element, and other elements of the Sacramento General Plan.

Work Experience

University of Michigan, Graduate Student Research Assistant, 2018-2019. Responsibilities included reviewing on climate change adaptation evaluation strategies currently being implemented in the agricultural and public health sectors, writing webpages designed to guide climate change professionals through the project evaluation process, and conducting research and writing an academic paper describing techniques for incorporating concerns for cultural competency and social justice and equity into climate change adaptation evaluation paradigms.

City of Ann Arbor, Sustainability and Innovations Intern, 2018-2019. Responsibilities included conducting research and outreach and compiling an initial draft of the City's electric vehicle infrastructure expansion plan, creating a municipal green purchasing policy, and public outreach. In partnership with the Great Lakes Integrated Sciences + Assessment Center, helped develop a data-driven stormwater vulnerability assessment toolkit to be used by twelve municipal climate leaders across the Great Lakes region.

ADM Associates, Analyst, 2015-2017. Responsibilities included program evaluation of commercial and residential energy efficiency programs, including data analysis, survey design and analysis, and participating in interviews with program participants and vendors.

Root Solutions, Research Associate, 2014-2015. Responsibilities included providing on-site consulting with home energy efficiency retrofit organizations, reviewing literature and writing reports pertaining to topics in social and behavioral sciences and sustainability.

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Gina Kotos

Assistant Planner

Ms. Kotos specializes in environmental planning with an emphasis on environmental policy, climate change, and resource conservation. She has worked on environmental impact reports, climate action plans, and existing conditions reports. Research interests include climate change, biological resource conservation, green infrastructure, and environmental justice.

Education

Bachelor of Science in Molecular Environmental Biology,
Bachelor of Arts in Public Health
University of California, Berkeley

Recent Assignments

Diamond Bar General Plan, Climate Action Plan, and EIR. Ms. Kotos is a planner contributing to the Diamond Bar General Plan. She is the primary contributor for the Climate Action Plan, developing a greenhouse gas emissions inventory and drafting policies and programs for future emissions reduction. She has led a multi-disciplinary team of experts in drafting the associated EIR.

Sacramento General Plan and Vulnerability Assessment. Ms. Kotos is contributing to the Climate Change Vulnerability Assessment that will identify strategies for the Climate Action Plan, Safety Element, and other elements of the Sacramento General Plan. She has also contributed analysis of public facilities to the Existing Conditions Report.

Dixon General Plan and EIR. Ms. Kotos is contributing to the Dixon General Plan Update and EIR, which aims to engage the community around potential intensification of the downtown. She is providing buildout projections and analysis for the proposed General Plan update and alternatives. She is also drafting the EIR for the General Plan update, including assessment of biological resources, greenhouse gas, and air quality emissions.

St. Helena General Plan and EIR. Ms. Kotos contributed analysis to the EIR for the St. Helena General Plan Update and EIR, which aims to encourages sustainable and compact development to preserve agricultural land, natural resources, and the city's small town character.

Mission Valley Community Plan Update and EIR. Ms. Kotos contributed analysis to the EIR for the Community Plan update, which aims to retrofit the community into a thriving urban center and provide new housing opportunities.

Pleasanton Downtown Specific Plan and EIR. Ms. Kotos contributed to the Downtown Specific Plan Update, which aims to preserve the downtown's existing character while promoting growth in housing and economic development. She contributed analysis to the EIR for the Downtown Specific Plan update, including assessment of biological resources, greenhouse gas, and air quality emissions and analysis of alternatives.

City of Vallejo Zoning Ordinance Update. Ms. Kotos is assisting on research and Code updating, including development standards and citywide standards for specific uses.

Work Experience

Policy Fellow, Brightline Defense. As a policy fellow for Brightline Defense, Ms. Kotos worked on a range of environmental justice, climate change, and clean energy research projects throughout the Bay Area. Notable projects included advocacy for zero-emissions electric bus routes in overburdened communities and comparative analysis of environmental justice tools such as CalEnviroScreen.

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Brendan Hurley, AICP Candidate

Urban Designer/Planner

Brendan Hurley specializes in physical planning and urban design, with an emphasis on creating equitable, pedestrian-friendly places. From specific and general plans to streetscape design, Mr. Hurley integrates a variety of graphic tools into his work, including 3D modeling, photo simulations, and CAD drafting. He has worked on a variety of specific and general plans, both at Dyett & Bhatia and prior experiences. Mr. Hurley's multi-disciplinary experience in architecture and planning has included architectural design of residential projects and physical planning for small-scale neighborhoods.

Education

Master of Urban Planning
University of California, Berkeley

Bachelor of Environmental Design
University of Colorado, Boulder

Recent Assignments

Santa Rosa Downtown Specific Plan Update. Mr. Hurley is contributing to Santa Rosa's Downtown Specific Plan update, which aims to intensify land uses in downtown and address the urgent need for housing after the 2017 fires. His work includes developing the urban design chapter of the existing conditions report and creating visual simulations of various development alternatives.

Crow Canyon Specific Plan Update. Mr. Hurley is contributing to the development of Crow Canyon's preferred alternative, including development of objective standards to comply with new state housing law.

City of Vallejo Zoning Ordinance Update. Mr. Hurley is developing rules of measurement for urban design principles which are to be included in the City of Vallejo's zoning code update. He assisted Vivian Kahn on researching specific topics, preparing preliminary regulations, and participating in meetings and study sessions.

Placer County Design Manual. Mr. Hurley prepared additional architectural drawings to illustrate standards.

Work Experience

PlaceWorks, Planner, 2018-2019. Responsibilities included assisting with the development and facilitating community meetings a variety of planning projects, including updates to the Contra Costa County, City of San Mateo, and Stockton General Plans and for the West Contra Costa Transportation Advisory Committee.

The Port of San Francisco, Urban Design Intern, 2017-2018. While pursuing his master's degree, Mr. Hurley was an urban design intern for the Port of San Francisco. Among other projects, he worked on a wayfinding master plan for the waterfront and designed exterior signs for the James R. Herman Cruise Terminal. His master's thesis, in conjunction with the Port, analyzed the pedestrian experience and recommended public realm improvements the San Francisco waterfront.

Sustainable Urban Neighborhood Studio, Associate, 2014-2016. Responsibilities included architectural design, 3D modeling, rendering, and site plan drawings for net-zero neighborhoods.

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Isha Bhattarai

Senior GIS Specialist

Miss Bhattarai brings more than 10 years of experience working with GIS in the field of Urban Planning. She is our in-house expert on ESRI's ArcGIS, Spatial Analyst, 3D Analyst, Network Analyst, 3D Visualization and Modeling, ArcGIS Online, Google, Sketchup, AutoCAD and Adobe Illustrator.

At Dyett & Bhatia, Ms. Bhattarai has worked on an array of projects ranging from General Plan, Station Area Plans, Downtown and Corridor Plans, Environmental Impact Reports, Redevelopment Plans, and Zoning Ordinances. Ms. Bhattarai is involved extensively in all phases of planning including Demographic Analysis, Existing Condition Reports, Alternatives Analysis, Preferred Plan, Buildout Scenarios, and Environmental Impact Reports. Ms. Bhattarai has experience working with multiple data sources, conducting research, collecting, refining and analyzing data, digitizing and editing spatial data, editing attributes, merging and joining data from different sources, presenting data in geographic and tabular forms and designing and producing advanced cartographic products. Ms. Bhattarai has prepared graphic displays and maps for many of the award winning projects led by Dyett & Bhatia. Her ability to create clear, detailed and beautiful maps using ArcGIS has been appreciated by our clients.

Education

Masters of Community and Regional Planning
Graduate Certificate in Geographic Information Systems (GIS)
Iowa State University, Ames

Bachelor of Architectural Engineering
Institute of Engineering, Tribhuwan University, Nepal

Recent Assignments

Regional Plans/EIRs. Plan Bay Area EIR, Contra Costa Transportation Authority - 2014 Countywide Transportation Plan Update.

General Plans and Related EIRs. Ceres, Belmont, Half Moon Bay, Carlsbad, Woodland, Turlock, Pacifica, Visalia, San Pablo, Fresno, Princeton, American Canyon, Daly City, Emeryville.

Station Area/Specific Plans. Windsor Station Area/Downtown Specific Plan, Honolulu Station Area Plan, Southeastern San Diego Community Plan Update, San Diego Commerical Imperial Corridor Master Plan, Lake Merritt BART Station Area Plan, Livermore Isabel BART Station Area Plan, Mission Valley Community Plan Update.

Zoning and Form-Based Codes. Richmond Zoning Ordinance Update, Santa Cruz Corridor Planning and Zoning Code Update, San Carlos Zoning Ordinance Update, Emeryville Zoning Update, Tahoe Regional Planning Agency Code Update.

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Mark Chambers

Senior Cartographer

Mr. Chambers is one of the most experienced computer-based cartographers in California and has prepared computer-based mapping and analysis for all of Dyett & Bhatia's recent general plans, community and design plans, zoning ordinances, and EIRs. He has over 30 years of cartographic experience and is skilled in using computer graphics software, including MAPublisher, Adobe Illustrator, and Photoshop to translate GIS data and planning concepts into effective graphics that support projects from initial vision through adoption.

Education

Master of Fine Arts in Photography
San Francisco Art Institute

Recent Assignments

General Plans. Rolling Hills Estates, Diamond Bar, Redlands, Woodland, Carson, Half Moon Bay, San Ramon, Carlsbad, Ceres, Fresno, Visalia, Pacifica, San Pablo, Santa Clara, Brisbane Baylands, Porterville, Lodi, Emeryville, Concord, Lemoore, Lodi, Phoenix, San Diego , Belmont, Avondale, Turlock, San Bruno, Castro Valley, and Los Banos.

Specific Plans. Bayhill (an area encompassing the Youtube campus in the City of San Bruno), Isabel Neighborhood in the City of Livermore, Grantville Station/ Alvarado Creek Revitalization Study (San Diego), Mission Valley (San Diego), Encanto/Southeast San Diego, Colma, Genentech, Menlo Park, Palmdale, Princeton, San Pablo Ave, Winchester Blvd/Santana Row (San Jose), and Solano County Priority Development Areas.

Station Area Plans. San José Diridon, El Camino/Chestnut BART, Pleasanton, Windsor, Oakland Lake Merritt, Antioch, Milpitas, Fairfield, and Santa Clara.

Zoning. Richmond, South Lake Tahoe, Santa Cruz, Concord, Morro Bay, Goleta, Honolulu, Mammoth, Mesa, Palm Beach, Yuba City, Avondale, Palm Beach County, Carmel, Cincinnati, Milwaukee, Concord, Porterville, Los Angeles County, South San Francisco, Manteca, and El Cerrito codes, and Abu Dhabi Development Management Program (UAE).

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RICHARDSON PRIBUSS
ARCHITECTS

HEIDI RICHARDSON
Principal Architect
Richardson Pribuss Architects

Education/Registration:

Wellesley College, 1968-1970
Massachusetts Institute of Technology, 1970-1971
B. A., University of California, Berkeley, 1974
Masters of Arch, University of California, Berkeley 1977
Registered Architect, California, 1980

Experience:

Heidi Richardson established Richardson Architects in 1984 after a seven-year association with William Turnbull Associates of San Francisco, where she was involved in project design and management of both commercial and residential projects. As Principal of Richardson Architects, projects have varied from modest residential remodels to large-scale commercial projects.

Heidi Richardson is involved in every phase of work at Richardson Pribuss Architects, giving consistency and personal attention to every detail. The product of this attitude has been numerous awards in historic preservation, interiors, seismic renovations, and in the role of Project Architect for several associations with internationally known architects.

Heidi has served as juror for numerous magazine design awards, and as visiting critic and lecturer at the University of California, the University of Sydney, and the San Francisco Center for Architecture and Urban Studies. Heidi served on the Planning Commission for the City of Mill Valley, 2005-2013.

Academic Experience:

Visiting Tutor, University of Sydney, Spring 1984

Design Critic, San Francisco Center for Architecture and Urban Studies 1980-1984

Visiting Lecturer, University of California at Berkeley, 1980-1981

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RICHARDSON PRIBUSS
ARCHITECTS

ANDREW PRIBUSS
Design Director
Richardson Pribuss Architects

Education/Registration:

B.A. Psychology, New York University, 2000
Masters of Architecture, SCI-Arc, Los Angeles 2005
Registered Architect, California, 2011

Experience:

Andrew joined Richardson Architects, now RPA, as a Senior Designer in 2011. Prior to joining the firm, Andrew worked with the Getty Museum in Los Angeles where he oversaw design, fabrication, shop drawings, and prototyping for special exhibitions. He worked on the renovation of the North Pavilion at the Getty Center. In addition, he has worked for Christopher Deam, overseeing product development for Herman Miller, Hyundai, and Loll Furniture. Before joining Richardson Architects, he enjoyed his own design and construction practice in the San Francisco Bay Area. Working primarily in the residential field, he has managed all phases of projects from design consultation to construction management. During this time, he has completed many renovations and additions.

Andrew enjoys working closely with clients to create not only a pleasing, creative project, but to ensure the process is as enjoyable as the finished product. He is also interested in the expanding variety of sustainable building practices that are developing in the field and incorporating them into his practice.

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KELLY TURBIN P.E.

kelly@turbinstructural.com

655 Redwood Highway
Suite 308
Mill Valley, CA 94941

Education (Blended BS/MS Program)

MS Cal Poly Sal Luis Obispo, Structural Engineering — December 2002
Graduated Cum Laude
Thesis: "Material Degradation effects on flexural Capacity of concrete beams reinforced with RFP Bars"
Advisor: Dr. Damian Kachlakev

BS Cal Poly Sal Luis Obispo, Civil Engineering — December 2002

Journal Papers Accepted

Kachlakev, Damian., Turbin, Kelly., "Material Degradation effects on flexural capacity of concrete beams reinforced with FRP bars," published in: Canadian Journal of Composites in Civil Engineering Construction.

Professional Affiliations

Structural Engineers Association of Northern California, 2004-Present
American Concrete Institute, 2004-Present
American Society of Civil Engineers, 2004-Present
National Concrete Masonry Association, 2004-Present
Woodworks, 2009-Present

Professional Licensing

Registered Professional Engineer (California) – C73175

Present Activities

Turbin Structural Engineering, Founder/President April 2008-Present
Actively managed and designed approximately 2,200 wood framed structures over an 11-year timespan, 90% of which are light framed wood residential buildings. Completed structural designs on approximately 100 Accessory Dwelling Units throughout Northern California.

ELEGANT SOLUTIONS. STRUCTURAL CONFIDENCE.

Turbin Structural Engineering
655 Redwood Highway
Suite 332
Mill Valley, CA 94941
415.373.9472 o
415.789.6552 f
TurbinStructural.com

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Residential:
We currently have 93 wood framed residential projects in construction, with over 200 residential projects in some phase of Construction Permitting. Our projects are located throughout the Bay Area which include new single and multi-story buildings, renovations, additions, damage and foundation repair as well as seismic analysis, evaluation, and retrofit.

Commercial:
Over 200 commercial projects in process located throughout the Bay Area which include retail, offices, industrial and entertainment new construction, earthquake retrofit, damage repair, shoring, foundation underpinning, and renovation.

Past Activities

Framework Engineering - Project Engineer, January 2004 – July 2008

Hinman Consulting Engineers - Blast Engineer, January 2001 (periodic intern) – January 2004 (full time)

Representative Clients

City of Mill Valley - On-Call Structural Engineer, bridge damage assessment and rehabilitation

Town of Ross – Seismic analysis and retrofit of the City's Town Hall

Rustic Bakery – Commercial tenant Improvements throughout the North Bay

Shell Oil – Gas Station Design/Rehabilitation various North Bay locations.

Blue Barn Restaurants – Tenant improvements and new construction build out in new downtown Novato location.

Woodlandia LLC/City of San Rafael - Soft Story retrofits in 100+ multi-family unit buildings throughout San Rafael.

Book Passage – Café Tenant Improvements – Corte Madera

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SALLY ZEFF, AICP

Project Director

Sally Zeff has more than 30 years of experience in environmental consulting, management, permitting, mining consulting, and planning consulting; she also has extensive experience serving as a public agency planner. She has strong qualifications in general plans, land use, energy, traffic, housing, agriculture and farmland conservation, mining, and related environmental analyses. Sally is also experienced in preparing documentation for CEQA and NEPA compliance and permitting, related to mixed-use land development, transportation, renewable, fossil, and nuclear energy, agricultural processing and mining. Her urban, regional, and rural planning experience includes general plan work, site analysis, feasibility studies, and mine inspection programs.

Sally has designed and implemented public involvement programs for projects ranging from general plans to environmental impact reports. She has also developed and implemented a variety of visioning exercises, including specific development project alternatives and general plans. Sally's experience includes presentations at public hearings, meetings, and forums; stakeholder and workgroup meetings; and workshops, and she has demonstrated skills in the preparation of public information handouts and displays. Her experience as a public agency planner and city planning director give her specialized insight into handling questions and presentations of opinions by a variety of stakeholders, including project proponents, affected landowners, community activists, and concerned citizens.



Years of Experience

- Professional start date: 1981
- ICF start date: 10/2002

Education

- MUP, Urban Planning, University of Michigan, 1981
- BA, Medieval Studies, Reed College, 1980

Professional Memberships

- American Planning Association (APA)
- Association of Environmental Professionals (AEP)

Certifications/Other

- Certified Planner, American Institute of Certified Planners (AICP), No. 6100

Project Experience

Land Use Planning

Stanislaus County General Plan Update—Stanislaus County, California

Serving as project director. Assisting County in preparation of the General Plan Update and will be preparing the EIR for the General Plan Update. Specific issues include compliance with recent regulatory changes and addressing issues related to farmland conservation.

El Dorado County Targeted General Amendments/Zoning Ordinance Updates (TGPA/ZOU) EIR—El Dorado County, California

Served as project director. Oversaw preparation of the EIR for the TGPA/ZOU. Specific issues include compliance with recent regulatory changes and addressing issues related to rezoning for commercial sites in rural locations. ICF also assisted El Dorado County with peer review of the proposed zoning ordinance, standard plans for rural community and mixed use development, and development of alternatives for analysis in the EIR.

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West Sacramento General Plan Update EIR

Served as project director. The City of West Sacramento proposed to comprehensively update its General Plan for the first time in over a decade. ICF assisted the City with technical advice on planning and policy issues, CEQA streamlining, and preparation of a program EIR for the General Plan Update and the City's Climate Action Plan. The project was successfully approved.

Alameda County Community Development Agency - Resource Conservation, Open Space, Agriculture (ROSA) Elements for General Plan Update

Served as project manager. ICF is assisting Alameda County with a comprehensive update of their Resource Conservation and Open Space Elements of their General Plan and creating a new Agricultural Element. We prepared a baseline biological technical report for the County on which to base revisions to existing County policies within these General Plan elements. The technical report summarized special-status species, sensitive habitats, regional conservation planning efforts underway in and adjacent to the County, and key biological issues facing the County. We used GIS to compile existing and new data and identify sensitive areas in the County that required special policies for protection. ICF biologists and soil scientists also conducted a comprehensive review of all County policies regarding biological resources and erosion control and sedimentation and recommended revisions and new policies to address current conditions, issues, and threats to these resources. We presented our results to community groups throughout Alameda County and soliciting public input. Following this outreach effort, we prepared draft elements for County review.

Visalia General Plan and EIR—City of Visalia, California

Served as project manager for ICF tasks. Assisting Dyett and Bhatia in preparation of the General Plan Update and EIR for the General Plan Update. Specific issues include compliance with recent regulatory changes, flooding, and urban growth patterns.

Folsom General Plan and EIR—City of Folsom, California

Served as project manager for ICF tasks. Assisted Dyett and Bhatia in preparation of the Background Report for the Folsom General Plan Update project. Specific issues included compliance with recent regulatory changes, noise, traffic, and urban growth patterns.

Modesto General Plan and MEIR Update—City of Modesto, California

Served as project manager. Worked closely with City staff to identify needed revisions to the general plan and its policies, drafting new or revised policies, and updating the background information that is pertinent to land use planning (i.e., public utilities, biological resources, etc.). ICF also prepared a MEIR to address the revised general plan. The MEIR provided an overview of potential impacts and mitigation measures, based on the information and land use information generated during the general plan update.

Bridge District (Triangle) Specific Plan Supplemental EIR—City of West Sacramento, California

Served as project director. Provided key strategic CEQA advice to the City on streamlining CEQA review and compliance for the update to the Triangle Specific Plan and for current implementing projects on short timelines due to funding mandates. Additionally, ensured quality control and CEQA adequacy of environmental document.

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Conservation Planning

Placer County Conservation Plan (PCCP) EIR/EIS—Placer County, California

Served as project manager for Placer County's habitat conservation plan/natural communities conservation plan (PCCP) that covers the western third of the county on more than 270,000 acres. ICF has worked on three major components of Placer County's Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP) that covers the western third of the county on more than 270,000 acres by preparing a comprehensive report documenting the baseline biological conditions in the study area including covered species accounts and land cover mapping. We are also assisting in providing cost estimates for the NCCP habitat management, monitoring, and restoration services.

ICF is leading preparation of the EIS/EIR. The EIS/EIR will combine NEPA and CEQA compliance for all elements of the NCCP, including NEPA compliance for the Section 404 programmatic general permit, CEQA compliance for the programmatic master streambed alteration agreement, and programmatic CEQA compliance for more than 75 non-covered special-status species. ICF's CEQA and NEPA specialists are working with staff from the County (as the CEQA lead agency) and the USFWS (as the NEPA lead agency). We are also working closely with cooperating agency representatives from CDFW, the Corps, and the National Marine Fisheries Service.

Butte Regional Conservation Plan (BRCP) EIS/EIR—Butte Council of Governments (BCAG), Butte County, California

Served as project manager. ICF prepared a joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) that evaluated the impacts associated with issuing endangered species permits and implementing the joint Habitat Conservation Plan (HCP)/Natural Community Conservation Plan (NCCP) for western Butte County, known as the Butte Regional Conservation Plan (BRCP). The BRCP is proposed by 11 agencies and the BRCP Plan Area encompasses 564,219 acres in western Butte County consisting of the western lowlands and foothills of Butte County. ICF worked closely with the USFWS and BCAG, the lead agencies for the joint document, in developing alternatives, establishing the baseline, analyzing impacts, and developing appropriate mitigation. The draft EIS/EIR public comment period has recently ended.

Antioch HCP/NCCP EIR and EIS – City of Antioch

Project Director. ICF is preparing an EIR for the City of Antioch's actions in adopting an HCP/NCCP. ICF assisted the City of Antioch and the wildlife agencies in strategizing for CEQA and NEPA compliance in the face of a rapidly changing regulatory environment. ICF is also preparing some NEPA analysis, in preparation for completion of a NEPA document for the HCP/NCCP in a later phase of the project.

Bakersfield HCP EIR and EIS – City of Bakersfield.

Project Manager. ICF has completed NEPA and CEQA scoping for this project, and will be preparing an EIR for the City of Bakersfield's actions in adopting an HCP/NCCP and a NEPA document for the federal agencies' actions. ICF assisted the City of Bakersfield and the wildlife agencies in strategizing for CEQA and NEPA compliance in the face of a rapidly changing regulatory environment

Local Projects

Burlingame Industries IS—City of Stockton, California

Served as project manager. This project involved identification of environmental constraints and preparation of an IS for construction of a manufacturing plant on a greenfields site in the City of

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Stockton. This project involved annexation, general plan amendment, prezoning, and a subdivision map. Significant issues included site design changes to avoid affecting the French Camp Slough and habitat for sensitive species, and potential traffic effects stemming from the site's location between a railroad track, a slough, and a drainage canal.

The Sanctuary Planned Community Master Development Plan EIR—City of Stockton, California

Served as project manager for EIR on major planned community development in an unincorporated area to be annexed to the City of Stockton. The project covers over 1,900 acres, and proposes a community of villages of over 7,000 housing units, a commercial core, a marina, and associated public facilities located around water features. ICF Jones & Stokes' work included a constraints analysis prior to preparation of the development plan for the project, as well as the EIR. Major issues included potential effects related to the project's location in the Secondary Zone of the Delta, traffic, conversion of agricultural lands, biological resources, flooding and levees.

Promenade EIR—City of Modesto, California

Served as project director for preparation of an EIR for a mixed-use retail, hotel, and office park proposal in Modesto. This project includes a major retail shopping center in addition to a hotel and office park. Issues addressed in the EIR include traffic, compatibility with adjacent residential neighborhoods and existing land uses, including an elementary school, noise, and provision of urban services to this undeveloped infill site.

Gleason Park Neighborhood Master Plan EA and EIR—City of Stockton Housing and Redevelopment Department, California

Served as project manager. Managed preparation of an EA and EIR for three development projects implementing the Gleason Park neighborhood master revitalization strategy. This redevelopment project includes new and rehabilitated commercial development near downtown Stockton, adjacent to Highway 4.

Sutter Gould Medical Offices Project—City of Stockton, California

Served as project manager. Managed preparation of environmental studies for construction of medical offices and an ambulatory surgery center on a greenfields site in the City of Stockton. This project involved a general plan amendment, zone change, and use permit.

Climate Action Plan—City of Stockton, California

Served as land use task leader. In support of the City's Climate Action Plan, performed land use planning analysis focused on increasing housing in the City's downtown area. Prepared General Plan amendments supporting increased housing densities and housing downtown, and Climate Action Plan measures. Participated in drafting EIR for the project.

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JAMES ALCORN, AICP

Land Use and Environmental Planner

James Alcorn has over 17 years of experience focusing on land use and environmental planning and permitting throughout Central and Northern California. James' experience includes General Plan updates, Specific Plans, Housing Elements, Municipal Service Reviews, Zoning Ordinance updates, water supply assessments, land use entitlements, regulatory agency permitting, and California Environmental Quality Act (CEQA) and compliance documentation. His CEQA expertise is based on a diverse range of projects including but not limited to: General Plans, Zoning Ordinances, Specific Plans, Housing Elements, residential subdivisions; mixed-use developments, ecosystem restoration; Class I bicycle and pedestrian paths; water transmission and wastewater systems, airport projects, transfer station, quarry, and other various projects.



Years of Experience

- Professional start date: 06/2001
- ICF start date: 04/2018

Education

- BA, Geography, California State University, Chico, 1995

Professional Memberships

- American Institute of Certified Planners
- American Planning Association
- National Association of Environmental Professionals
- Sustainable Seattle, 2012
- Northern Nevada American Planning Association, Conference Committee Member, 2008
- Visalia Parks and Recreation Foundation, Board Member, 2006

Certifications

- AICP, No. 021204

Professional Development

- Project Management Essentials, University of Nevada, Reno, 2009
- PSM&J Project Management Bootcamp
- ICLEI Greenhouse Gas Emissions Inventory Training Series

Project Experience

Development and Redevelopment

Three Specific Plans in El Dorado County—County of El Dorado, California

Environmental Planner. James is one of the authors of the CEQA EIRs for the Central El Dorado Hills, Village of Marble Valley and Lime Rock Valley specific plans. All of these projects are controversial. James is helping prepare the draft EIRs for the Lime Rock Valley Specific Plan and the Village of Marble Valley Specific Plan.

SCT/LINK Fueling and Maintenance Facility Project—City of Galt, California, 08/2016 – 10/2017

Land Use and Environmental Planner. While employed at GHD, James was the land use and environmental planner for the new Corp Yard project in Galt. James was one of the primary authors on the CEQA IS/MND document and land use compatibility technical memorandum. Significant issues associated with the project include circulation, and potential land use compatibility and noise impacts on the surrounding neighborhood.

Heritage Park EIR and Specific Plan—Escalon, California, 09/2003 – 01/2006

Project Manager. This project involved the preparation of a Specific Plan and EIR, tentative subdivision map, and entitlements for a 122-acre residential and parkland site in Escalon, California. While employed at Quad Knopf, James' responsibilities included research and analysis, report preparation, and project management of the

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Specific Plan and EIR. Issues of concern were the loss of farmland, traffic, air quality, and biological resources.

Land Use Planning

General Plan Updates—Cities of Escalon, Avenal, Huron, Corcoran and Dinuba, California, 01/2002 – 01/2007

Project Manager. While employed at Quad Knopf, James was the project manager for the comprehensive General Plan update and Program EIR for the communities of Escalon, Avenal, Huron, Corcoran, and Dinuba.

Orchard Walk Specific Plan—Donahue Schriber, Visalia, California, 09/2006 – 06/2007

Project Manager. A community commercial and multifamily residential pedestrian-oriented Specific Plan in Visalia. The Specific Plan involved the coordination of a large multidisciplinary consultant team. While employed at Quad Knopf, James served as the project manager providing research and analysis, report preparation, meetings with and coordination with consultant team and City staff.

Liberty Business Park Specific Plan—City of Escalon, California, 09/2006 – 07/2007

Project Manager and Author. While employed at Quad Knopf, James served as the project manager and primary author for the Specific Plan which provided the project vision and objectives, established development policies, land use regulations, design standards, and a phasing plan to guide the orderly growth of new industrial, commercial, and office uses in Escalon, California.

Housing Elements—Tulare, Coalinga, Huron, Susanville, Colusa County, Reedley, Escalon, Ridgecrest, Tehachapi, Fresno, Marina, Williams, Colusa, California, 06/2001 – 01/2008

Author. While employed at Quad Knopf, James was the primary author for more than a dozen Housing Elements throughout California including: Tulare, Coalinga, Huron, Susanville, Reedley, Escalon, Ridgecrest, Tehachapi, Fresno, Marina, Williams, Colusa and Colusa County.

The Village at Willow Creek Specific Plan—CRS Farming, Visalia, California, 02/2005 – 11/2006

Project Manager. This project involved the preparation of a mixed-use pedestrian-oriented Specific Plan in northwest Visalia. The Plan included commercial, office, and residential components. While employed at Quad Knopf, James served as the project manager and provided research and analysis, report preparation, and coordination with consultant team and City staff.

Municipal Service Reviews—Biggs, Dinuba, Wasco, California, 06/2002 – 06/2007

Author. While employed at Quad Knopf, James was the primary author for Municipal Service Reviews for the communities of Biggs, Dinuba and Wasco, California.

Employment History

ICF. Senior Associate, Land Use and Environmental Planner. Sacramento, California. 04/2018 – Present.

GHD. Environmental Planner. Sacramento, California and Eureka, California. 11/2012 – 04/2018.

Sierra Business Council. Green Communities Intern Manager. Truckee, California. 06/2010 – 06/2011.

Quad Knopf. Senior Associate Planner. Visalia, California and Reno, Nevada. 06/2001 – 02/2009.

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Insurance	Required	
The CONTRACTOR, at CONTRACTOR'S sole expense, shall procure and maintain throughout the term of the Contract, adequate liability insurance for accidents and incidents involving wastes under the control and ownership of the supplier. Complete the following insurance information.		

Note: D&B meets insurance requirements listed on Page 7 of RFP, but not all the limits below.
By checking the boxes below, the CONTRACTOR agrees that all of the following insurance policies does have or will have at least the following minimum coverage, language, and/or terms:

☒Workers' Compensation: Statutory California Workers' Compensation coverage including a broad form all-states endorsement; Employer's Liability Insurance for not less than Two Million Dollars ($2,000,000) per occurrence for all CONTRACTOR'S employees and CONTRACTOR'S subcontractors' employees, engaged in services or operations under the Contract on a form approved by the COUNTY;
Note: D&B maintains $1 million per occurrence.

☒General Liability Insurance, including contractual liability with a combined single limit in the minimum amount of Five Million Dollars ($5,000,000);
Note: D&B maintains $3 million per occurrence/$4 million aggregate through combination of base and umbrella coverages.

☒Automobile Liability Insurance with a combined single limit of Two Million Dollars ($2,000,000); and
Note: D&B maintains $3 million per occurrence/$3 million aggregate through combination of base and umbrella coverages.

☐Environmental Impairment Liability (Pollution Prevention): Ten Million Dollars ($10,000,000) per occurrence/Ten Million Dollars ($10,000,000) annual aggregate, inclusive of legal defense costs.

☒Specific Language: Such insurance shall be primary, shall name the County and the incorporated Cities within the County as additional insured, and shall expressly indicate that such insurance is related to the CONTRACTOR'S activities under this Contract.

☒Certificate of Insurance: The CONTRACTOR shall furnish a Certificate of Insurance to the County within ten (10) days of execution of a Contract by the County, indicating that the CONTRACTOR, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to the County. The Certificate of insurance shall identify all Cities within the geographic boundaries of San Joaquin County, and the County, as additional insured and primary as to this Contract, either by special endorsement or separate certification. Such Certificate of Insurance shall state that the County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof.

☒Hold Harmless: The CONTRACTOR shall agree to hold harmless, defend with counsel reasonably approved by the Office of the County Counsel, and indemnify the County, its representatives, officers, and employees, from and against any and all claims, actions, liabilities, losses, damages, or injuries and attorney's fees and costs, including any of the foregoing by way of indemnification or contribution, arising directly or indirectly out of the CONTRACTOR'S activities, performances, operations, acts or omissions, relating to any operations, activities, responsibilities, and rights under this Contract whether or not such claims, actions, liabilities, losses, damages or

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

injuries or attorney's fees and costs resulting directly or indirectly from the sole, contributory, comparative, active, passive, primary or secondary negligence of the CONTRACTOR.

☒Acceptability of Insurers: Insurance is to be provided by insurers licensed to do business in the State of California with a current A.M. Best's Financial Strength Rating of no less than A (Excellent), and Financial Size Category of no less than VII. Any lesser Best's Rating will be subject to approval by the County.

Financial Resources
Complete the table below from your firm's most recent Audited Financial Statement Balance Sheet. Also include net income for the last 2 most recent Audited Financial Statements. ***Do not submit the full Financial Statement with proposal.*** *Upon request, your firm will be required to submit the full Audited Financial Statement. The current ratio, current assets divided by current liabilities will be scored. 2.0 or higher is desirable.*

Fiscal/Calendar Year of most recent Audited Financial Statement: Click or tap here to enter text.			
Current Assets:	$468,176.27	Current Liabilities:	$141,357.94
Fiscal Year:	2018	Net Income:	$(95,742)
Fiscal Year:	2017	Net Income:	$147,587

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Proposed Subcontractors
Provide a list of subcontractors and current information below. Describe the services provided by the subcontractors, their time and experience with your company and their role in this project.

Subcontractor Name: Richardson Pribuss Architects **Address:** 447 Miller Ave., Suite D **City, State, ZIP:** Mill Valley, CA 94941 **Contact:** Heidi Richardson **Phone:** 415-380-0474 **Email:** heidi@rp-architects.com	Describe subcontractor services, their time and experience with your company and their role in this project. Richardson Pribuss Architects (RPA) will provide 260 hours of professional time, preparing architectural plans and permit sets for five prototypes to be included in an Accessory Dwelling Unit (ADU) Manual. RPA has prepared 20 ADU plans, nearly all of which have been built. They have worked with Dyett & Bhatia on architectural plans for the Mirador Natural and Cultural System Archaeological Management Plan in Guatemala. Mr. Dyett also serves as Finance Manager for RPA.
Subcontractor Name: Turbin Structural Design **Address:** 655 Redwood Hwy, Suite 308 **City, State, ZIP:** Mill Valley, CA 94941 **Contact:** Kelly Turbin **Phone:** 415-373-9472 **Email:** kelly@turbinstructural.com	Describe subcontractor services, their time and experience with your company and their role in this project. Mr. Turbin is a California-licensed structural engineer with extensive experience with Richardson Pribuss Architects and the predecessor, Richardson Architects. He will provide up to 80 hours, as needed for the structural engineering calculations and drawings to be included in the ADU Manual.
Subcontractor Name: ICF **Address:** 980 9th Street, Suite 1200 **City, State, ZIP:** Sacramento, CA 95814 **Contact:** James Alcorn **Phone:** 916-231-7632 **Email:** james.alcorn@icf.com	Describe subcontractor services, their time and experience with your company and their role in this project. ICF will prepare an Initial Study to determine whether there are new significant environmental effects, a substantial increase in the severity of previously identified significant effects, or new information of substantial importance when compared to the analysis in the certified General Plan EIR, and will address all environmental issues listed in Appendix G of the CEQA Guidelines. ICF will prepare required CEQA notices when and as required (Notice of Completion, Notice of Intent, Notice of Determination). ICF will review all comments received during the 30-day review period and respond accordingly, incorporating all comments in the final findings for the County's use. ICF will provide approximately 566 hours of professional time. ICF is currently assisting San Joaquin County with tiered environmental clearances for implementation projects such as zoning ordinance amendments.

If there are additional subcontractors beyond this list, add them to the end of the submittal.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

ATTACHMENT A

SIGNED AND COMPLETED W-9

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dyett & Bhatia, Urban and Regional Planners

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1330 Broadway, Suite 604

Requester's name and address (optional)

6 City, state, and ZIP code
Oakland, CA 94612

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[8][4] - [2][3][1][7][0][4][7]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 8-2-2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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ATTACHMENT B

PROOF OF GENERAL LIABILITY AND WORKERS COMPENSATION INSURANCE

SAMPLE – ENDORSED CERTIFICATE WILL BE PROVIDED AT CONTRACT TIME

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

DYETAND-01

Exhibit A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Dulce Mendoza-Martinez PHONE (A/C, No, Ext): (925) 660-1398 FAX (A/C, No): E-MAIL ADDRESS: Dulce.Mendoza-Martinez@ioausa.com
INSURED Dyett and Bhatia Urban and Regional Planners 1330 Broadway Ste 604 Oakland, CA 94612	INSURER A : Sentinel Insurance Company, Ltd — 11000 INSURER B : Hartford Accident & Indemnity Company — 22357 INSURER C : Hartford Casualty Insurance Company — 29424 INSURER D : Liberty Insurance Underwriters, Inc — 19917 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			57SBWUZ6211	5/16/2019	5/16/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 1,000, $ 10, $ 1,000, $ 2,000, $ 2,000,
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			57UEG1G7596	5/16/2019	5/16/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			57SBWUZ6211	5/16/2019	5/16/2020	EACH OCCURRENCE AGGREGATE	$ 2,000, $ 2,000,
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WEGGE6914	7/1/2019	7/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
D	Professional Liab.			AEXNYABVA07001	10/1/2019	7/1/2020	Per Claim	2,000,
D	Professional Liab.			AEXNYABVA07001	10/1/2019	7/1/2020	Aggregate	2,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SPECIMEN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)
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ATTACHMENT C

PRINT OUT OF DYETT & BHATIA'S CALIFORNIA CORPORATION ENTITY NUMBER

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G957637

FILED

In the office of the Secretary of State of the State of California

SEP-27 2019

This Space for Filing Use Only

1. **CORPORATE NAME**
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

2. **CALIFORNIA CORPORATE NUMBER**
C0760958

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**
☑ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed **to Item 17**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4		CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL**	CITY	STATE	ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

09/27/2019	DOREEN DESALVO	BUSINESS MANAGER	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 (REV 01/2013) APPROVED BY S

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

ADDENDA

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

SAN JOAQUIN COUNTY
Greatness grows here.

Purchasing and Support Services

Jon Drake, C.P.M., *Director*

Gary Jayne, CSRM, *Deputy Director*

Date: September 12, 2019

To: RFP# 19-20 – Interested Parties

From: Lourdes Piojo Baker, Deputy Purchasing Agent

Subject: Addendum #1 to RFP# 19-20 – Community Development Department (CDD) Development Title Update and General Plan Revisions

PLEASE NOTE:

- **This addendum must be signed and returned with your proposal.**
- **Failure to do so may cause rejection of your proposal.**

This Addendum No. 1 forms part of RFP# 19-20 and shall supersede the original specifications of the above entitled Request for Proposal wherein it contradicts same. **This Addendum provides the following information:**

CLARIFICATION:

Pre-Proposal Conference section on Title Page of the RFP 19-20 Document – shall change to read:

There will be **ONLY ONE** non-mandatory pre-proposal conference on **10:00 AM Pacific Time Friday, September 20, 2019.** The conference will be held at the Community Development Department located at 1810 E. Hazelton Avenue, Stockton, CA 95205**. Prospective Proposers may also call into the conference by emailing** lpiojo@sjgov.org **to request the phone number by Wednesday, September 18, 2019 by 5:00 PM Pacific.** This will be your only opportunity to speak directly with CDD staff prior to submitting the RFP. Not attending this conference does not exclude you from submitting a proposal. **Late arrivals will not be admitted to the conference area and late requests for phone conferencing will not be honored.**

END ADDENDUM #1

Rajeev Bhatia

Signature /Print Name

rajeev@dyettandbhatia.com 707-648-4326

Email / Phone

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

SAN JOAQUIN COUNTY
Greatness grows here.

Purchasing and Support Services
Gary Jayne, CSRM, *Interim Director*

Date: September 30, 2019

To: RFP# 19-20 – Interested Parties

From: Lourdes Piojo Baker, Deputy Purchasing Agent

Subject: Addendum #2 to RFP# 19-20 – Community Development Department (CDD) Development Title Update and General Plan Revisions

PLEASE NOTE:

- **This addendum must be signed and returned with your proposal.**
- **Failure to do so may cause rejection of your proposal.**

This Addendum No. 2 forms part of RFP# 19-20 and shall supersede the original specifications of the above entitled Request for Proposal wherein it contradicts same. **This Addendum provides the following information:**

CLARIFICATIONS:

Sealed proposals will be received at the **San Joaquin County Administration Building**, Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202-2930 until 2:00 PM Pacific Time Monday, October 14, 2019.

For the submittal, vendors please utilize the posted documents on Public Purchase. There are PDF fillable forms for FORMS A-H and a fillable Microsoft Word Document for Form I – Questionnaire.

QUESTIONS:

Q1. *Please describe in detail what revisions County staff expects for Title 9, Division 12, Infrastructure and Services Financing. Do you expect the same level of change that the zoning and subdivision regulations require or would it be more limited to style and formatting? What, if any, effort by an economist does staff anticipate will be required?*

A1. While the update to Division 12 will involve style and formatting for consistency with the rest of Title 9, coordination with various divisions/departments for content updates is the primary objective. Since County staff from the divisions/departments listed below will provide the expertise for updating the content, an expert in economics is not likely to be required.

- Department of Public Works (Traffic Impact Mitigation, Street and Road Financing, Storm Drainage/Water Supply/Wastewater Facilities)
- Fire Prevention Bureau (Fire Protection Facilities)

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

- General Services Department (Local Parks and Recreation Facilities, Land Reservation for Regional Facilities)
- County Administrator's Office (County Facilities)

END ADDENDUM #2



Rajeev Bhatia

Signature /Print Name

rajeev@dyettandbhatia.com 415-956-4300

Email / Phone

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

SAN JOAQUIN COUNTY
Greatness grows here.

Purchasing and Support Services
Gary Jayne, CSRM, *Interim Director*

Date: October 2, 2019

To: RFP# 19-20 – Interested Parties

From: Lourdes Piojo Baker, Deputy Purchasing Agent

Subject: Addendum #3 to RFP# 19-20 – Community Development Department (CDD) Development Title Update and General Plan Revisions

PLEASE NOTE:

- **This addendum must be signed and returned with your proposal.**
- **Failure to do so may cause rejection of your proposal.**

This Addendum No. 3 forms part of RFP# 19-20 and shall supersede the original specifications of the above entitled Request for Proposal wherein it contradicts same. **This Addendum provides the following information:**

CLARIFICATIONS:

The due date for this RFP has been updated to **2:00 PM Pacific Time Wednesday, October 16, 2019** to the Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202-2930

In regards to financial information asked in the Form I, the County is asking for stated financial information, not audited financial statements. There is a point value assigned to the information when evaluating submittals and it is up to the submitter to decide whether or not to answer the question. The point value is approximately 1-2% of the overall points of the RFP evaluation grading criteria.

QUESTIONS:

Q1. *Whether for design deliverable 2 (C), does the County want the architectural drawings also to include structural drawings by a licensed structural engineers and Title 24 energy calculations, so residents would have a "complete set" of pre-approved designs that would be ready for a permit and need only minor adjustments to fit their lot?*

A1. Yes.

Q2. *For the Zoning Map and environmental documentation, will the County provide GIS data (also known as "shape files") for the adopted zoning map and for all mapping included in the General Plan EIR?*

A2. Yes.

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Q3. *Has the Board set a budget range for this work?*

A3. No.

END ADDENDUM #3



Rajeev Bhatia

Signature /Print Name

rajeev@dyettandbhatia.com 415-956-4300

Email / Phone

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

DYETT & BHATIA
Urban and Regional Planners

1330 Broadway Ste. 604 Oakland, CA 94612
415 956 4300 | www.dyettandbhatia.com

4.0 COST STRUCTURE PROPOSAL

COST PROPOSAL:

Cost proposals are to be provided in the manner described herein and submitted in a **separate sealed envelope ONLY. Do not include the cost proposal in the proposal copy or electronic proposal copy.**

Budget Line Items	Activities/Description	Estimated Hours	Cost
Development Title Update (Task 3)	**TOTAL**	**2,108**	**$357,720**
	3-A. Confirm Choices for New Zoning and Additional Research	20	3,820
	3-B. Annotated Outline	60	9,900
	3-C. Review Outline	24	4,500
	Module #1: General Provisions and Administrative Provisions		
	3-D Administrative Procedures Analysis	70	11,600
	3-E. Prepare Revised Definitions and Use Classifications	80	11,720
	3-F. Prepare Module #1: Title 9 General Provisions and Administrative Provisions.	120	18,000
	3-G. Conduct Planning Commission study session on Module #1 (highlights and discussion issues).	32	5,940
	Module #2: Zoning Districts and Design Standards		
	3-H. Use Regulations	80	12,520
	3-I. Development and Design Standards and Analysis	180	25,820
	3-J. Prepare Module #2, Amendments to Zoning District Regulations	180	25,560
	3-K. Conduct Planning Commission study session on Module #2 (highlights and discussion issues).	32	5,940
	Module #3: Countywide and Special Purpose Regulations		
	3-L. Update Countywide or Area Standards	220	31,060
	3-M. Refine Regulations for Specific Uses	80	12,180
	3-N. Architectural Prototypes for Accessory Dwelling Units	310	67,760
	3-0. Prepare Module #3, Countywide and Special Purpose Regulations	180	42,400
	3-P. Conduct Planning Commission study session on Module #3 (highlights and discussion issues) and the ADU Manual	40	7,000
	3-Q. Prepare Public Review Draft	400	62,000

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Presentation/ Outreach materials	Activities/Description	Estimated Hours	Cost
General Plan Revisions (Task 4)	4-A. Prepare Draft General Plan Revisions	**320**	**$45,600**
Zoning Map Revisions (Task 5)	5-A. Prepare Pubic Review Draft of Proposed Zoning Reclassifications	**316**	**$45,600**
Environmental Analysis & Documentation (Task 6)	**TOTAL** 6-A. Prepare Initial Study (ICF) 6-B. Prepare Required Documentation and Respond to Comments Received (ICF).	**566** 512 54	**$93,460** 81,900 11,560
Public Outreach (Task 2)	**TOTAL** 2-A. Interviews 2-B. Community Meetings 2-C. Project Website and Online Outreach	**136** 48 63 25	**$23,270** 9,190 10,600 3,480
Public Hearings (Task 7)	**TOTAL** 7-A. Prepare Pubic Review Draft 7-B. Prepare Presentation & Outreach Materials 7-C. Participate in Public Review Process 7-D. Planning Commission Review 7-E. Prepare Final Hearing Draft 7-F. Board of Supervisors Review 7-G. Final Documents	**128** 38 24 6 16 13 16 15	**$21,610** 5,460 3,520 1,040 3,840 1,980 2,840 1,980
Other (Task 1)	**Task 1: Initiation; Background Research** 1-A. List of Data Needs; Kickoff Meeting 1-B. Background Studies; Field Trip 1-C. General Plan Land Use/ Zoning Districts Review 1-D. Choices for Zoning Update: Evaluation and Preliminary Recommendations	**296** 44 80 56 116	**$53,960** 11,320 14,220 9,420 19,000
	TOTALS	**38,70**	**$641,410**

County requests the cost of the following if not already included in the above table:

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

Budget Line Items	Activities/Description	Estimated Hours	Cost
Development Title	update to accessory dwelling unit regulations (Development Title)		INCLUDED
	architectural drawings for use as pre-approved designs for accessory dwelling units, including garage conversions		INCLUDED
	any other optional subtasks related to accessory dwelling units, if applicable		INCLUDED, AS SPECIFIED IN SCOPE

Rajeev Bhatia — 11/7/19

Signature of Authorized Agent — Date

RAJEEV BHATIA, PRESIDENT/CFO

Printed Name and Title of Authorized Agent

1-A Data

Attachment: DT Update & GP Revisions - Attachment A (Contract) (5765 : CDD - Dev. Title Update and General Plan Revisions)

RFP 19-20 CDD Development Update

Summary RECAP

	Evaluation Criteria	Possible Score	Dyett & Bhatia *Oakland, CA*	Mintier Harnish *Sacramento, CA*	Placeworks *Berkeley, CA*
1	Overal Experience of Firm	20	19.67	11.63	16.00
2	Scope of Work	20	19.54	12.63	14.71
3	Familiarity with CDD Functions and CEQA	20	19.83	14.46	15.58
4	Capabilities	10	9.92	7.17	8.42
5	References	10	10.00	10.00	3.00
6	Cost Effectiveness	10	10.00	9.00	8.70
7	Demo and Interview	10	9.75	6.83	7.17
Total Score		100	98.71	71.71	73.58
	Cost Proposal		$ 641,410	$ 715,010	$ 735,217

11/13/2019 Notice of Intent to Award to Dyett & Bhatia released

Attachment: DT Update & GP Revisions - Attachment B (Scores) (5765 : CDD - Dev. Title Update and

Before the Board of Supervisors

County of San Joaquin, State of California

B-

APPROVAL OF AN AGREEMENT WITH DYETT & BHATIA URBAN AND REGIONAL PLANNERS FOR THE DEVELOPMENT TITLE UPDATE AND 2035 GENERAL PLAN REVISIONS THROUGH JUNE 2021 IN THE AMOUNT OF $641,410 AND AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO APPROVE CHANGE ORDERS UP TO $64,141 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $705,551. (ALL DISTRICTS)

THIS BOARD OF SUPERVISORS DOES HEREBY approve an Agreement with Dyett & Bhatia Urban and Regional Planners for the Development Title Update and 2035 General Plan Revisions, through June 30, 2021, in the amount of $641,410 (Attachment "A") and Authorize the Chair of the Board to execute the Contract;

FURTHER, and authorizes the Community Development Director to approve change orders for additional services, in the amount of $64,141, for a total not-to-exceed $705,551; and

FURTHER, authorizes the Community Development Director to approve an optional extension of the agreement for up to six-months.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____

Board Order Template Revised 07/2019

Attachment: DT Update & GP Revisions - Attachment C (Board Order) [Revision 2] (5765 : CDD - Dev. Title Update and General Plan Revisions)

Deputy Clerk

Attachment: DT Update & GP Revisions - Attachment C (Board Order) [Revision 2] (5765 : CDD - Dev. Title Update and General Plan Revisions)

SAN JOAQUIN COUNTY
Greatness grows here.

Community Development Department

Planning · Building · Neighborhood Preservation

March 24, 2020

Board of Supervisors
Administration Building
44 N. San Joaquin St., Suite 627
Stockton, CA 95202

Dear Board Members:

Adopt a Resolution Amending Departmental Position Allocation Listing for the Community Development Department by Assigning and Allocating One Fire Prevention Inspector (RP6035) and Deleting One Senior Planner (RE2004) Allocation Effective March 30, 2020.

RECOMMENDATION:

It is recommended that, effective March 30, 2020, the Board of Supervisors approve the attached resolution to assign and allocate one (1) position of Fire Prevention Inspector and delete one (1) vacant Senior Planner (RE2004) position in the Community Development Department's budget (#2025600000).

REASON FOR RECOMMENDATION:

The Community Development Department currently possesses a vacant Senior Planner allocation. Prior to filling the position, the department conducted an assessment of workload for their Deputy Fire Warden. It was determined that there is a greater need to allocate appropriate support-level staff to assist the Deputy Fire Warden and to delete the Senior Planner vacancy. Human Resources presented a classification study to the Civil Service Commission on December 11, 2019 to create the new class of Fire Prevention Inspector. Community Development believes this is the appropriate position to support the Deputy Fire Warden who currently manages fire protection and fire prevention services within San Joaquin County under the Fire Prevention Bureau.

The Community Development Department continues to work towards a new model for its Fire Prevention Bureau. The new Fire Prevention Inspector will enable the Bureau to reorganize its Operational Fire Permit Program, and to work with the San Joaquin County Fire Chief's Association in reconstituting the Memorandums of Understanding for coordination with the respective fire districts within the county. The position will also increase the Fire Prevention

Bureau's ability to perform efficient and consistent fire inspection and fire plan check activities, in collaboration with the fire districts, for new construction currently within the County's jurisdiction.

The addition of the Fire Protection Inspector will assist the Deputy Fire Warden to reorganize the Weed Abatement program and relieve that program from the Code Enforcement Division. This will allow Code Enforcement to increase its capacity to complete current workload.

The Fire Prevention Inspector will also provide assistance to the Deputy Fire Warden for strategic program development and administration to entice partner agencies to utilize the Fire Prevention Bureau for the provision of fire prevention services within its respective areas of service.

This adjustment will provide an appropriate classification to assist the Deputy Fire Warden and establish a foundation for succession planning. Human Resources has reviewed the recommendation and concurs with the proposed adjustment.

FISCAL IMPACT:

The anticipated total annual cost savings associated with the recommended allocation of one Fire Prevention Inspector and the deletion of one Senior Planner allocation is $13,802.

The Community Development Department is in the process of completing a cost recovery fee study for all divisions within the Department, including the Fire Prevention Bureau. It is expected that the study will recommend that fees for operational and construction fire permits, including fire plan review, as well as fees for the Weed Abatement Program be increased. These additional fees will partially offset the cost of the new position.

The addition of a new Fire Prevention Inspector will enable the Fire Prevention Bureau to reduce its dependence on outside consultants for fire plan review, thereby reducing costs to the department. The new position will also enable the Bureau to increase its capacity to enforce the Operational Fire Permit Program by bringing more businesses into compliance, and thereby also generate more fees.

Several individual fire districts within the County have expressed the desire to transfer their fire prevention programs to the Bureau under their Memorandums of Understanding. The addition of a Fire Prevention Inspector will increase the capacity and efficiency of the Bureau's fire prevention services and will enable this transfer, with a resultant increase of fees to the Bureau.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Following approval by the Board of Supervisors, the Community Development Department will work with the County Administrator's Office and Human Resources to implement the recruitment efforts for the vacant position.

Sincerely,

DAVID W. KWONG
DIRECTOR

DWK:EM

cc: County Administrator
County Counsel
Human Resources
Clerk of the Board for 03/24/20 Agenda

Reviewed by County Administrator's Office:

Adam Bracker 3/10/2020

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/10/2020

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

AMEND THE DEPARTMENT ALLOCATION LISTING FOR THE COMMUNITY DEVELOPMENT DEPARTMENT BUDGET

- - - - - - - - - - - - -

WHEREAS, Section 2-5206 of the Ordinance Code of San Joaquin County, as amended, provides that the Board of Supervisors shall, by resolution, determine the numbers and classes of positions permitted in the County departments, and assign salaries and salary ranges to all officers and employees of the County; and

NOW, THEREFORE, BE IT RESOLVED that the Departmental Allocation Listing be amended by the following actions:

Effective March 30, 2020
Community Development Department (#2025600000):

1. Allocate the following position with the Job Code, Salary Grade, FLSA Code, Retirement Code, Union Code and EEO Code listed below:

Class	# of Positions	Job Code	Salary Grade	FLSA Code	Retirement Code	Union Code	EEO Code
Fire Prevention Inspector	1	RP6035	743	4	G	F	7

2. Delete the following position with the Job Code, Salary Grade, FLSA Code, Retirement Code, Union Code, and EEO Code listed below:

Class	# of Positions	Job Code	Salary Grade	FLSA Code	Retirement Code	Union Code	EEO Code
Senior Planner *(Position No. 12466)*	1	RE2004	804	1	G	C	1

Attachment: RESO - CDD ALLOCATION REQUEST - FIRE PREV INSPECTOR (3-24-20) (6057 : CDD - Allocation (Fire Prevention Inspector))

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By _____
Deputy Clerk

Attachment: RESO - CDD ALLOCATION REQUEST - FIRE PREV INSPECTOR (3-24-20) (6057 : CDD - Allocation (Fire Prevention Inspector))

SAN JOAQUIN COUNTY
Greatness grows here.

Human Resources Division
Brandi Hopkins, Director
Katherine Harris, Deputy Director

Board of Supervisors
County Administration Building
Stockton, California

Dear Board Members:

Implement Classification Project #2019-016 by Reallocating One Position to a Departmental Personnel Analyst in the Behavioral Health Services Administration Budget Effective March 30, 2020

RECOMMENDATION

It is recommended that the Board of Supervisors approve the attached resolution to implement Classification Project #2019-016, adopted by the Civil Service Commission on February 18, 2020, by reclassifying one (1) position of *Administrative Assistant I (RB6001)* to *Departmental Personnel Analyst (RB5500)* (Position # 00018455) in the Behavioral Health Services Administrative budget.

REASONS FOR RECOMMENDATION

In April of 2019, the Chief Deputy Director of Behavioral Health Services submitted a request asking Human Resources to conduct a classification study on one position in the Administrative Unit of Behavioral Health Services to determine whether the responsibilities and duties assigned to the position were consistent with the allocated classes. Human Resources staff subsequently conducted a study of the duties and responsibilities of the position and the study analysis determined it was appropriate to reclassify the position as listed above. On February 18, 2020, the Human Resources Director recommended, and the Civil Service Commission adopted the study, attachment A. (On March 5, 2020, the study incumbent informed Human Resources that they would not file an appeal of the findings, allowing the study to be moved forward to the Board of Supervisors at the next available meeting.

The Chief Deputy Director of Behavioral Health Services concurs with these recommendations, outlined in the resolution, and submitted for your approval.

FISCAL IMPACT

The annual salary and benefit costs of the position will increase by $22,741.68 in the 2020-2021 fiscal year; and will increase the salary and benefit cost in the amount of $4,143.08 for the remainder of 2019-2020, with no General Fund impact. There are sufficient funds in the 2019-2020 Adopted Budget for Behavioral Health Services Administration to cover these costs.

SAN JOAQUIN COUNTY

Human Resources Division

ACTION TO BE TAKEN FOLLOWING APPROVAL

Following approval by the Board of Supervisors, Human Resources will work with Behavioral Health Services to implement the recommendations set forth in this Board letter and the attached resolution.

Very truly yours,

Brandi Hopkins
Director of Human Resources

BH:JEG:
Attachment
cc: County Administrator
County Counsel
Health Care Services Agency
Clerk of the Board for 3/24/20 Agenda

Reviewed by County Administrator's Office:

Sandy Regalo 3/10/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/10/2020

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

RESOLUTION AMENDING SALARY ASSIGNMENT AND DEPARTMENT ALLOCATION LISTING

- - - - - - - - - - - - -

WHEREAS, Section 2-5206 of the Ordinance Code of San Joaquin County, as amended, provides that the Board of Supervisors shall, by resolution, determine the numbers and classes of positions permitted in the County departments, and assign salaries and salary ranges to all officers and employees of the County; and

WHEREAS, on February 18, 2020, the San Joaquin County Civil Service Commission adopted Classification Project #2019-016, a study of one position in the Behavior Health Services Administration budget; and

WHEREAS, the study has recommended that one position be reclassified from the class of reclassifying one (1) position of Administrative Assistant I (RB6001) to Departmental Personnel Analyst (RB5500) (Position # 00018455);

NOW, THEREFORE, BE IT RESOLVED that the Salary Range Assignment and Departmental Allocation Listing be amended by the following actions:

Effective March 30, 2020 – Behavioral Health Services Administration #4040700000

1. Allocate the following position (# 00018455) with the Job Code, Salary Grade, FLSA Code, Retirement Code, Union Code, and EEO Code, and move the incumbent of the position which was the subject of Classification Project #2019-016 into the following position:

Class	# of Positions	Job Code	Salary Grade	FLSA Code	Retirement Code	Union Code	EEO Code
Departmental Personnel Analyst	1	RB5500	758	2	G	D	1

2. Delete the following position (# 00018455) with the Job Codes, Salary Grades, FLSA Codes, Retirement Codes, Union Codes, and EEO Codes listed below:

Class	# of Positions	Job Code	Salary Grade	FLSA Code	Retirement Code	Union Code	EEO Code
Administrative Assistant I	1	RB6001	701	2	G	F	1

Attachment: Resolution (6056 : HR - Reallocate One Position to Departmental Personnel Analyst in BHS Admin Budget.)

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By _____
Deputy Clerk

Attachment: Resolution (6056 : HR - Reallocate One Position to Departmental Personnel Analyst in BHS Admin Budget.)

SAN JOAQUIN COUNTY
Greatness grows here.

Human Resources Division

Ted J. Cwiek, Director
Katherine Harris, Deputy Director

February 4, 2020

Mr. Jess Serna
Chairperson
Civil Service Commission
Stockton, CA 95202

Dear Mr. Serna:

SUBJECT

Classification Project #2019-016

Health Care Services Agency
Behavioral Health Services

RECOMMENDATION

Reclassify one position of *Administrative Assistant I* (RB6001), to *Departmental Personnel Analyst* (RB5500).

(Position #: 00018455)

BACKGROUND INFORMATION

The Chief Deputy Director of Behavioral Health Services (BHS) requested this study in order to determine whether the duties and responsibilities assigned to this position are consistent with the currently allocated class of *Administrative Assistant I*. Sources of information for this study included: a Position Description Questionnaire completed by the incumbent, her supervisor (a *Deputy Director of BHS*), and the department head (Chief Deputy Director of BHS); job audit-interviews with the incumbent and supervisor; and a review of pertinent San Joaquin County class specifications.

DESCRIPTION OF STUDY POSITION

The study incumbent is assigned to the administrative division of BHS and is primarily responsible for performing administrative and managerial work relating to the department's staffing activities. Specific duties include, but are not limited to, the following:

- Responsible to advise departmental administration and management on a variety of personnel related rules, regulations, and policies, including County Civil Service Rules, MOU provisions, regulations, and departmental policies relating to hiring and selection, promotion and transfer of staff, performance management, discipline, and termination; serves as a liaison to County HR to communicate on matters relating to hiring, payroll actions,

Attachment: CP 19-016 CSC Packet 2.18.20 (6056 : HR - Reallocate One Position to Departmental Personnel Analyst in BHS Admin Budget.)

supplemental pay, and recruitment and requisition activity of the department (approximately 20% of the incumbent's time);

- Advise managers on specific performance management issues including drafting and discussing performance evaluation reports, performance improvement plans, and disciplinary actions (approximately 20% of the incumbent's time);
- Liaison with County HR and LR staff to determine appropriate disciplinary actions to include advising managers of disciplinary process, conducting internal investigations, determining the appropriate level of discipline, and drafting notice and order documents (approximately 15% of the incumbent's time);
- With consultation form County HR and LR, advise department managers and administration to respond to formal and informal grievances and complaints from labor groups to include drafting first and second level responses and attending labor group meetings representing departmental management (approximately 10% of the incumbent's time);
- Serve as the liaison with County HR and Risk Management to advise departmental managers on addressing attendance and leave issues in compliance with a variety of State and Federal laws relating to leave and disability (approximately 10% of the incumbent's time).

ANALYSIS

As part of the department's requests and mentioned during the position audit-interviews, the department indicated that the study position should be reclassified to a Departmental Personnel Analyst. In consideration of those comments, the study compared the Departmental Personnel Analyst classification and the incumbent's current class series of Administrative Assistant. Summary descriptions of these comparator classes are provided below.

Administrative Assistant Series (Junior/I/II)

The County's *Administrative Assistant* class series is used by multiple departments to provide analytical administrative support. The first (entry) level class in the series is the *Junior Administrative Assistant*, designed as a training level class. At this entry-level, incumbents must possess sufficient education or technical administrative experience necessary to learn the analytical aspects of the work. The class of *Administrative Assistant I* is the journey-level where incumbents perform the full range of administrative analyst duties typical of the class and therefore must have some analyst-level experience. Incumbents in the highest class in the series, *Administrative Assistant II*, perform very difficult and complex analytical tasks requiring substantial experience performing the full scope of analytical program or project management.

Administrative Assistants are expected to apply a high degree of decision-making and independent judgment when performing their duties. As analysts, incumbents may be largely responsible for managing projects that require gathering and analyzing program data, recommending policies and resolving difficult issues. In a smaller department, the *Administrative Assistant* may primarily be responsible for assisting the department head with planning, organizing, and directing the

Attachment: CP 19-016 CSC Packet 2.18.20 (6056 : HR - Reallocate One Position to Departmental Personnel Analyst in BHS Admin Budget.)

administrative activities of the department (e.g., finance, personnel, staff development, and information management). Some *Administrative Assistants* coordinate programs or specialized programmatic functions within the department. Assignments may require the *Administrative Assistant* to supervise the work of subordinate staff; however, such supervision typically involves a small number of subordinates and can be characterized as an ancillary duty rather than a preponderant one.

Other typical duties described in the class specifications for the *Administrative Assistant* series include, but are not limited to:

- Participating in grant preparation; coordinating (department-wide) staff development and training programs;
- Conferring with representatives of other County departments and other agencies on administrative, budgetary, management, personnel, and purchasing issues; coordinating the purchasing activities and personnel transactions of the department;
- Researching and analyzing department policies, laws, procedures, and other administrative matters and determining their impact upon the department's operations; preparing narrative, graphic and statistical reports; recommending alternative methods, policies and procedures; developing policies and procedures for approval of the department head; and
- Preparing and administering the department budget; gathering, organizing, tabulating, and analyzing budgetary data; directing fiscal control programs.

Departmental Personnel Analyst

An incumbent of this unrepresented class serves as a personnel specialist and Human Resources liaison for a County department, performing and coordinating a variety of personnel-related technical, administrative and analytical activities. This class typically reports to department management staff and coordinates a variety of personnel-related technical, administrative and analytical activities. Incumbents in the class may also advise department managers and supervisors regarding County personnel policies, procedures and requirements, and may provide assistance and recommendations regarding discipline and similar labor relations issues.

Typical duties described in the class specifications for the Departmental Personnel Analyst include, but are not limited to:

- Coordinates a wide range of personnel-related administrative/analytical activities for a County department; assists department staff in understanding and implementing personnel-related policies and procedures.
- Serves as a liaison to County Human Resources staff in areas such as recruitment, testing/certification, classification, salary development, labor relations and staff development; helps assure that department personnel activities in these areas adhere to County policy.
- Reviews and analyzes departmental policies, procedures, and organization pertaining to personnel services; recommends policy/procedure/organizational changes for management approval as appropriate.

Attachment: CP 19-016 CSC Packet 2.18.20 (6056 : HR - Reallocate One Position to Departmental Personnel Analyst in BHS Admin Budget.)

SAN JOAQUIN COUNTY

Human Resources Division

Civil Service Commission – Classification Project 19-016
February 4, 2020

- Advises department supervisors and managers regarding personnel matters, including disciplinary and labor relations issues as appropriate; helps investigate complaints and grievances on behalf of management; works with County Human Resources Director, County EEO Officer, and Labor Relations staff on such matters as required.

As evidenced above, the human resources related analytical activities assigned to this position are both preponderant and definitive of the position. Although incumbents of the Administrative Assistant series, also perform journey level analytical activities, and may be assigned personnel related activities in addition to other administrative analytical tasks, the personal focus of the incumbent is consistent with the class of Departmental Personnel Analyst. Since Departmental Personnel Analyst more appropriately defines the scope of the duties of the position, Human Resources recommends reclassifying this position to Departmental Personnel Analyst so that the incumbent's personnel specific role is appropriately classified.

SUMMARY

Human Resources recommends that the Civil Service Commission approve the action listed at the beginning of this report by reclassifying one position of *Administrative Assistant I* in the *Behavioral Health Division of Health Care Services Agency* to *Departmental Personnel Analyst*.

Respectfully submitted,

Ted J. Cwiek
Director of Human Resources

TJC:jeg:

Cc: Greg Diederich, Health Care Services Agency Director
Tony Vartan, Chief Deputy Director, Behavioral Health Services

Attachment: CP 19-016 CSC Packet 2.18.20 (6056 : HR - Reallocate One Position to Departmental Personnel Analyst in BHS Admin Budget.)

SAN JOAQUIN COUNTY
Greatness grows here.

Human Resources Division
Brandi Hopkins, Director
Katherine Harris, Deputy Director

Board of Supervisors
County Administration Building
Stockton, CA

Dear Board Members:

Implement Classification Project #2018-007 by Creating and Assigning the Class of *Fire Prevention Inspector* (RP6035) to the Salary Assignment Listing Effective March 30, 2020

RECOMMENDATION

It is recommended that, effective March 20, 2020, the Board of Supervisors approve the attached Board resolution to implement the recommendations of Classification Project #2018-007, adopted by the Civil Service Commission on December 11, 2019 by creating the new class of *Fire Prevention Inspector* (RP6035).

REASON FOR RECOMMENDATION

On December 11, 2019, the San Joaquin County Civil Service Commission approved Classification Project #2018-007. The Community Development Department (CDD) requested this study. As a result of the Commission's actions, the classification of *Fire Prevention Inspector* (RP6035) was adopted to create an appropriate support-level classification to work for the Deputy Fire Warden who is managing fire protection and fire prevention services within San Joaquin County under the Fire Prevention Bureau.

The creation of the *Fire Prevention Inspector* is part of the Community Development Department's strategic plan to expand the fire permit program to achieve countywide consistency in compliance with the Fire Code. The addition of a *Fire Prevention Inspector* will also allow the department to reduce, if not eliminate entirely, the need for outside consultants to perform fire plan review, and enable the Fire Prevention Bureau to administer the Weed Abatement Program. The *Fire Prevention Inspector* will provide much-needed technical support to other county agencies and fire districts.

To develop the new classification of *Fire Prevention Inspector*, Human Resources obtained reference information from the Director and Assistant Director of Community Development and the current Deputy Fire Warden. Labor Market comparisons from comparable counties were studied, and job specifications of fire prevention and fire inspection agencies from comparable

SAN JOAQUIN COUNTY

Human Resources Division

counties were also reviewed. Human Resources completed the study and a copy of the final report is enclosed.

The Fire Prevention Inspector is a non-safety classification and will be represented by Services Employees International Union, Local 1021 (SEIU). A salary proposal was provided to SEIU and no objections were communicated. Therefore, Human Resources recommends that the Board of Supervisors create the new class of *Fire Prevention Inspector*.

FISCAL IMPACT

There is no fiscal impact to the County's general fund to create the classification. However, based on the salary grade proposed, the total annual cost (Step 5) for the new class of *Fire Prevention Inspector* is estimated at $136,501. Justification of funding and fiscal impact will be provided by the Community Development Department as part of their request to allocate this position to their department.

ACTION TO BE TAKEN FOLLOWING APPROVAL

Following approval by the Board of Supervisors, Human Resources will implement the recommendations set forth in this Board letter and the attached Board Resolution.

Very truly yours,

Brandi Hopkins
Director of Human Resources

BH:rn
Attachments

cc: County Administrator
County Counsel
Community Development Department
Clerk of the Board for 03/24/20 Agenda

SAN JOAQUIN COUNTY

Human Resources Division

Reviewed by County Administrator's Office:

Sandy Regalo 3/11/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/11/2020

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

IMPLEMENT CLASSIFICATION PROJECT #2018-007 BY CREATING AND ASSIGNING THE NEW CIVIL SERVICE CLASS OF FIRE PREVENTION INSPECTOR TO THE SALARY ASSIGNMENT LISTING

- - - - - - - - - - - - -

WHEREAS, Section 2-5206 of the Ordinance Code of San Joaquin County, as amended, provides that the Board of Supervisors shall, by resolution, determine the numbers and classes of positions permitted in the County departments, and assign salaries and salary ranges to all officers and employees of the County; and

WHEREAS, on December 11, 2019, the San Joaquin County Civil Service Commission adopted Classification Project #2018-007, adopting the new class specification of *Fire Prevention Inspector*; and

WHEREAS, after the class specifications were adopted by the Civil Service Commission, Human Resources provided a salary proposal for the class to the Service Employees International Union, Local 1021 (SEIU), and the union did not object to the proposal;

NOW, THEREFORE, BE IT RESOLVED that the Salary Range Assignment be amended by the following actions:

Effective March 30, 2020:

1. Create and assign the following class with the Job Code, Salary Grade, FLSA Code, Retirement Code, Union Code and EEO Code listed below:

Class	Job Code	Salary Grade	FLSA Code	Retirement Code	Union Code	EEO Code
Fire Prevention Inspector	RP6035	743	4	G	F	7

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

Attachment: Resolution (6060 : HR - Create and Assign the Class of Fire Prevention Inspector to Salary Assignment Listing.)

ABSTAIN:

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By _____
Deputy Clerk

Attachment: Resolution (6060 : HR - Create and Assign the Class of Fire Prevention Inspector to Salary Assignment Listing.)

SAN JOAQUIN COUNTY
Greatness grows here.

Human Resources Division
Ted J. Cwiek, Director
Katherine Harris, Deputy Director

December 5, 2019

Mr. Jess Serna
Chairperson
Civil Service Commission
Stockton, CA 95202

Dear Mr. Serna:

SUBJECT — Classification Project #2018-007
Community Development Department

RECOMMENDATION — Adopt the class specification for *Fire Prevention Inspector* (RP6035).

BACKGROUND INFORMATION

The Director of Community Development Department requested Human Resources conduct a classification study to create a new *Fire Prevention Inspector (RP6035)* classification. This request coincides with the department's organizational review and establishment of the Fire Prevention Bureau. The Civil Service Commission adopted a classification study for *Deputy Fire Warden* in May 2019. Now that the Deputy Fire Warden position is filled, the department has requested moving forward in creating an appropriate support-level classification to work for the Deputy Fire Warden.

The creation of the class specification of *Fire Prevention Inspector* (RP6035) was conducted by Human Resources to assist the Director of Community Development and the Deputy Fire Warden in facilitating a higher level of fire prevention, inspection and fire plan review through the San Joaquin County Fire Prevention Bureau.

ANALYSIS

The San Joaquin County Fire Prevention Bureau operates as a part of the Community Development Department. The Director of Community Development, or designated representative, is the County's Fire Warden, as authorized by the California Government Code and the Ordinance Code of San Joaquin County. The Deputy Fire Warden functions as the County Fire Code Official and fire liaison for the Director of Community Development.

The *Deputy Fire Warden* is currently the only position allocated within the Fire Prevention Bureau. The Fire Prevention Bureau is responsible for the enforcement of fire laws and ordinances and the coordination of all of the fire districts in the unincorporated areas of the County. The

Attachment: CSC Fire Prevention Inspector Report and Signed Spec 12.11.19 (6060 : HR - Create and Assign the Class of Fire Prevention

responsibilities currently include fire plan check and inspection, administration of the fire permit program to fire districts that do not have dedicated fire prevention bureaus, and weed abatement.

However, due to lack of appropriate staff, an outside consulting firm is utilized for fire plan review of most projects. The number of fire districts utilizing the San Joaquin County Fire Prevention Bureau for fire prevention dropped from 19 in 1998 to seven, as of 2018. The weed abatement function is currently being performed by Code Enforcement, which is a responsibility more properly performed by fire personnel.

Prior to 1998, when the Fire Prevention Bureau was staffed with three fire professionals, Fire Cause and Origin (the Arson Task Force) had also been a responsibility of the Fire Prevention Bureau, but due to staffing reductions, the department discontinued any role in the Fire Cause and Origin program and it ceased to exist. Subsequently, the San Joaquin Fire Chief's Association established a Fire Investigation Unit. The San Joaquin Fire Protection Bureau is an ex-officio member of the Association, but currently lacks the staffing and expertise to effectively participate in the Unit. In addition, technical support to other county agencies and fire districts was significantly curtailed due to lack of staffing and technical expertise. As a result, the bulk of the department's resources is dedicated to fire prevention services.

The creation of a *Fire Prevention Inspector* (RP6035) classification would allow the department to greatly reduce, if not eliminate, the need for outside plan review and expand the fire permit program to achieve countywide consistency in business compliance with the Fire Code. In addition, the department can return the administration of the Weed Abatement Program to the Fire Prevention Bureau and resume providing fire investigation and prevention expertise and technical support to the community to ensure greater consistency for the fire protection needs within San Joaquin County.

SUMMARY

Human Resources recommends that the Civil Service Commission approve the attached class specification for *Fire Prevention Inspector* (RP6035).

Respectfully submitted,

Ted J. Cwiek
Director of Human Resources

TJC:RN:EO
Attachments

Attachment: CSC Fire Prevention Inspector Report and Signed Spec 12.11.19 (6060 : HR - Create and Assign the Class of Fire Prevention

San Joaquin County RP6035

FIRE PREVENTION INSPECTOR

DEFINITION

Under direction, performs responsible technical work in conducting routine fire inspections and fire prevention plan reviews; assists in the coordination of fire inspection and fire prevention efforts within the County service area; and does related or other work as required in accordance with Rule 3, Section 3 of the Civil Service Rules.

CLASS CHARACTERISTICS

The Fire Inspector is a single-position class in the Community Development Department. This class reports to the Deputy Fire Warden and assists in Fire Prevention Bureau activities as assigned, including conducting routine fire inspections and fire prevention plan reviews, and reviewing building plans, specifications and existing structures for compliance with national, state and county fire protection codes and standards.

TYPICAL DUTIES

1. Inspects non-residential, commercial and industrial properties and reviews building plans to enforce compliance with fire safety laws, ordinances and regulations.

2. Reviews, evaluates, and approves building plans and specifications for sprinkler systems, fire alarm systems, standpipe systems, special hazard protection systems, and water-supply installations for non-residential, commercial, and institutional buildings; assures proper completion of tests and inspections for fire-related aspects of building projects and fire protection systems.

3. Receives and reviews permit applications with other department staff; assists in certifying buildings for occupancy including acceptance of fire protection systems or specifications of needed corrections.

4. Participates in the Weed Abatement Program and other fire prevention programs, including education, promotion, inspection and investigation; determines need for corrective action and provides appropriate assistance; may conduct joint inspections and investigations of property with other departments and other local, state and federal agencies.

5. Assists in providing technical consultation to County staff and staff of fire departments and fire districts, developers, engineers, contractors, property owners, occupants, and the public regarding state, local and federal ordinances related to fire safety, as well as on the correction of deficiencies.

Attachment: CSC Fire Prevention Inspector Report and Signed Spec 12.11.19 (6060 : HR - Create and Assign the Class of Fire Prevention

6. Prepares correspondence and reports; assists in performing public relations and outreach work; may make presentations to internal and external agencies and the public, including individuals and community groups.

MINIMUM QUALIFICATIONS

Education: Completion of 30 semester or 45 quarter units from an accredited college in fire science, fire protection engineering, civil or structural engineering or closely related field.

Experience: Three years of full-time, increasingly responsible experience in fire prevention, fire inspection, or firefighting, including at least one year of experience performing structural inspections for compliance with fire safety standards and systems.

Substitution: Additional qualifying experience may be substituted for the required education on a year-for-year basis.

AND

License: Possession of a valid California driver's license.

Certifications: Possession of Fire Inspector I certification issued by the California State Fire Marshal.

Special Requirements: (1) Possession of, or ability to obtain *within one year of appointment,* Fire Inspector II certification issued by the California State Fire Marshal. (2) Successful completion of, *within one year of appointment*, the California State Fire Marshal Fire Investigation 1A course. (3) Successful completion of, or ability to obtain *within two years of appointment,* Fire Plans Examiner certification issued by the California State Fire Marshal.

Knowledge of: Federal, state, and local laws, regulations, and policies relevant to assigned areas of responsibility; principles and practices of fire protection engineering including building fire protection systems, hydraulics, fire chemistry, fire apparatus, and engineering analysis; building construction, design and materials as they relate to fire prevention and control and fire safety; principles and techniques of fire prevention; building materials, construction and the principles of combustion relative to fire prevention.

Ability to: Read, interpret, and explain administrative and technical information; ensure compliance with federal, state and local laws and regulations; conduct and monitor projects and investigations and make sound recommendations; operate office equipment and computer applications; express oneself, clearly and concisely, both orally and in writing; write clear and comprehensive technical reports; establish and maintain effective working relationships with staff, other County departments, the public and other agencies.

Physical and Mental Requirements: ***Mobility*** – occasional operation of keyboards; sitting and walking for frequent periods; occasionally standing, bending, squatting, climbing ladders and stairs; frequent driving may be required; ***Lifting*** – occasionally lifting 5 to 30 pounds;

Attachment: CSC Fire Prevention Inspector Report and Signed Spec 12.11.19 (6060 : HR - Create and Assign the Class of Fire Prevention

Fire Prevention Inspector **RP6035**

Vision- frequent reading and close-up work; normal hand-eye coordination; ***Dexterity*** – normal dexterity with frequent writing; ***Hearing/Talking*** – frequent hearing and talking on the telephone/radio and in person; ***Emotional/Psychological*** – constant public contact, decision making and concentration required; ***Special Conditions*** – frequent exposure to noise and occasional exposure to hazardous materials, dust, smoke, fumes, poor ventilation and changing indoor/outdoor conditions.

Attachment: CSC Fire Prevention Inspector Report and Signed Spec 12.11.19 (6060 : HR - Create and Assign the Class of Fire Prevention

Fire Prevention Inspector RP6035

Prepared by:

Evelyn Oliveira, Personnel Analyst — December 5, 2019 — Date

Reviewed by:

David Kwong, Director of Community Development — December 5, 2019 — Date

Reviewed and Approved by:

Ted J. Cwiek, Director of Human Resources — 12/5/19 — Date

Attachment: CSC Fire Prevention Inspector Report and Signed Spec 12.11.19 (6060 : HR - Create and Assign the Class of Fire Prevention

SAN JOAQUIN COUNTY
Greatness grows here.

Human Resources Division
Brandi Hopkins, Director
Katherine Harris, Deputy Director

March 10, 2020

Board of Supervisors
County Administration Building
Stockton, CA

Dear Board Members:

Amend the Annual Base Salary Assignment for the Job Classes of *Director of Environmental Health Services (HA1200) and Assistant Director of Environmental Health Services (EA2300)* Effective March 30, 2020

RECOMMENDATION

It is recommended that the Board of Supervisors, by Board Resolution, amend the current annual base salary for the class of Director of Environmental Health (HA1200) to $120,677.18-$146,463.68 and Assistant Director of Environmental Health to $104,262.86-$126,732.32.

REASON FOR RECOMMENDATION

The Director of Environmental Health retired October 28, 2019. In addition, the Assistant Director of Environmental Health has recently announced her retirement effective March 28, 2020. This will leave the Environmental Health Department with two vacant key leadership positions.

Human Resources conducted a five-week recruitment for the Director of Environmental Health in November 2019. Despite extensive advertising and outreach, the recruitment failed to yield a sufficient number of viable candidates for the Board's consideration. This position has historically been considered a difficult to recruit position, given the unique specialized field and required Registered Environmental Health Specialist (REHS) licensure with the State of California.

Given the recruitment difficulties and the upcoming vacancy of the Assistant Director of Environmental Health position, which requires the same licensing requirements, the County Administrator requested Human Resources to review salary survey data to ensure the County remains competitive with the current market.

The salary survey reviewed both the maximum base salaries and total compensation for comparable Director and Assistant Director Positions. The overall salary data indicated that San Joaquin County is currently below the median in both these areas with the comparative markets.

SAN JOAQUIN COUNTY

Human Resources Division

Classification	Maximum Salary Median Market	Total Compensation Median Market
Director of Environmental Health	-16.1%	-7.7%
Assistant Director of Environmental Health	-18.8%*	-15.7%*

**Note: There were only four (4) County comparators for the Assistant Director position. Fresno, Kern, Santa Clara, Sonoma, Tulare, and Ventura County did not possess a comparator Assistant Director position.*

Human Resources has determined that the survey information coupled with the recruitment difficulties for these specialized classifications provides sufficient justification to propose the recommended adjustments to the salaries for the Director and Assistant Director of Environmental Health. The recommendation offers a competitive salary that is fiscally conservative by staying within the targeted median of the maximum base salary, with the goal of achieving a competitive recruitment process intended to attract candidates that possess the required California licensing qualifications and desired management qualifications for these key leadership positions.

For the reasons stated above, Human Resources recommends that the annual base salary for the classes of Director of Environmental Health and Assistant Director of Environmental Health be increased by 10% respectively.

FISCAL IMPACT

The annual base salary increase for the Director of Environmental Health position is $13,334.88 and for the Assistant Director is $11,521.12. The fiscal impact increase for the remainder of the 2019-2020 Fiscal Year is approximately $5,736 cost should both positions be filled. Future costs of these positions will be allocated as part of the department's 2020-2021 Fiscal Year budget submittal. The following tables illustrate the recommended full annual salary ranges:

Director of Environmental Health:

	Min				Max
	Step 1	Step 2	Step 3	Step 4	Step 5
Current Annual Base	$109,720	$115,211	$120,973	$127,005	$133,349
Recommended Annual Base	$120,677.18	$126,711.00	$133,046.42	$139,698.78	$146,683.68

Assistant Director of Environmental Health:

	Min				Max
	Step 1	Step 2	Step 3	Step 4	Step 5
Current Annual Base	$94,765	$99,507	$104,499	$109,720	$115,211
Recommended Annual Base	$104,262.86	$109,476.12	$114,949.90	$120,697.46	$126,732.32

SAN JOAQUIN COUNTY

Human Resources Division

ACTION TO BE TAKEN FOLLOWING APPROVAL

Following approval by the Board of Supervisors, Human Resources will implement the recommendations set forth in this letter and attached Board resolution and work with the County Administrator's Office to facilitate the recruitment process to fill both positions.

Very truly yours,

Brandi Hopkins
Director of Human Resources

BH:rn
Attachments

cc: County Administrator
Clerk of the Board for 03/24/20 Agenda

Reviewed by County Administrator's Office:

Sandy Regalo 3/11/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/11/2020

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

RESOLUTION AMENDING SALARY ASSIGNMENT FOR THE JOB CLASSIFICATIONS OF DIRECTOR OF ENVIRONMENTAL HEALTH (HA1200) & ASSISTANT DIRECTOR OF ENVIRONMENTAL HEALTH (EA2300)
EFFECTIVE MARCH 30, 2020

- - - - - - - - - - - - -

WHEREAS, Section 2-5206 of the Ordinance Code of San Joaquin County, as amended, provides that the Board of Supervisors shall, by resolution, determine the number of class of positions permitted in the County departments, and assign salaries and salary ranges to all officers and employees of the County; and

WHEREAS, the San Joaquin County Human Resources Division reviewed salary survey data of comparable positions and recommends an adjustment increase to the established base salary for the classes of *Director of Environmental Health (HA1200) and Assistant Director of Environmental Health (EA2300)*;

NOW, THEREFORE, BE IT RESOLVED that the base salary be amended by the following action:

Effective March 30, 2020:

Amend the annual base salary for the classifications of Director of Environmental Health (HA1200) to **$120,677.18-$146,463.68** and Assistant Director of Environmental Health to **$104,262.86-$126,732.32**.

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attachment: Resolution (6061 : HR - Amend Annual Base Salary Assignment for Env Health Services Director and Assistant Director.)

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By _____
Deputy Clerk

Attachment: Resolution (6061 : HR - Amend Annual Base Salary Assignment for Env Health Services Director and Assistant Director.)

SAN JOAQUIN COUNTY
TREASURER-TAX COLLECTOR

Phonxay Keokham, CPA
Treasurer-Tax Collector

Wyman Jeung
Assistant Treasurer-Tax Collector

Mandy Matta
Chief Deputy Treasurer

March 24, 2020

Board of Supervisors
44 N. San Joaquin Street
Stockton, CA 95202

Dear Board Members:

Adopt a Resolution Amending Departmental Position Allocation Listing for Treasurer-Tax Collector by Deleting Two Office Assistant Specialist (RO6115) Allocations and Adding Two Accounting Technician I (RO3011) Allocations

Recommendation:

It is recommended that the Board of Supervisors approve the attached resolution to allocate two Accounting Technician I positions (RO3011) and delete two Office Assistant Specialist positions (RO6115) in the Treasurer-Tax Collector's budget (#1011000000).

Reason for Recommendation:

The Treasurer-Tax Collector's Office currently possesses two newly vacant Office Assistant Specialist allocations. These are the last two positions the department requested Human Resources to review in an effort to promote good governance and a clear path for succession planning within the department.

The duties of the positions in Treasurer-Tax Collector's Office include sub-professional accounting work such as recording, calculating, and verifying financial tax, interest, and fee data at a technical accounting level that is consistent with the Accounting Technician I classification. These positions are also anticipated to act as an accounting lead in the absence of the Accounting Technician II supervisor.

To focus on new tax collection programs, it is necessary for the Accounting Technician II supervisors to have appropriate lower level staff to which they delegate complex tasks. Some duties assigned will include:

SAN JOAQUIN COUNTY

Tax Refunds – Evaluating and processing complex tax refunds requires advanced comprehension of the Revenue and Taxation Code and specialized procedures. A strong understanding of secured and unsecured property taxes and the use of the Megabyte property tax system, RTLFirst remittance processing system, and Oracle CAPS is required to perform this function.

Tax Sales - A tax sale requires substantial research and advance understanding of the Revenue and Taxation Code. The incumbent must have in-depth knowledge of tax sale procedures and guidelines published by the State. The sale of each parcel requires explanation, verification, and posting of complex tax redemption issues, and preparation, mailing, and recording of legal documents in an accurate and timely manner.

Bankruptcy Filing - Responding and coordinating the filing of bankruptcy claims requires the advanced understanding of unsecured property taxes and bankruptcy laws. Complex legal documentation must be reviewed and filed in a timely manner. This specialized billing and collections framework requires quick action and may have significant financial and legal ramifications.

In an effort to establish an intradepartmental career ladder, and possess the appropriate level classification to perform the duties noted above, it is recommended that two existing vacant Office Assistant Specialist positions be deleted and two Accounting Technician I positions be allocated to the Treasurer-Tax Collector's Office budget. The reallocation is also critical to establishing a stronger foundation for retention and succession planning of experienced para-professional accounting staff while acknowledging the unique financial role staff perform within the department.

This adjustment will allow department management and section supervisors to delegate appropriate tasks, develop new tax collection programs, and improve service to other departments and the public. Human Resources has reviewed the recommendation and concurs that the anticipated duties fall within the scope of the Accounting Technician I classification.

Fiscal Impact:

The annual cost for the class of Office Assistant Specialist at step 1 is $70,558, and the annual cost for the class of Accounting Technician I at step 1 is $77,800. The estimated total cost (including salary and benefits) of implementing these recommendations for the remainder of 2019-2020 is $3,342. There are sufficient funds in the approved 2019-2020 Treasurer-Tax Collector budget to absorb these costs.

SAN JOAQUIN COUNTY

Actions to Be Taken Following Approval:

Following approval by the Board of Supervisors, the Treasurer-Tax Collector will work with the County Administrator's Office and Human Resources to implement the recommendations set forth in this Board letter and the attached resolution.

Sincerely,

Phonxay Keokham
Treasurer-Tax Collector

c: County Administrator's Office
Human Resources Division
Clerk of the Board for March 24, 2020 agenda

Reviewed by County Administrator's Office:

Connie Hart 3/20/2020

Reviewed by County Counsel's Office:

Kirin Virk 3/20/2020

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

RESOLUTION AMENDING SALARY ASSIGNMENT AND DEPARTMENT ALLOCATION LISTING

- - - - - - - - - - - - -

WHEREAS, Section 2-5206 of the Ordinance Code of San Joaquin County, as amended, provides that the Board of Supervisors shall, by resolution, determine the numbers and classes of positions permitted in the County departments, and assign salaries and salary ranges to all officers and employees of the County; and

NOW, THEREFORE, BE IT RESOLVED that the Salary Range Assignment and Departmental Allocation Listing be amended by the following actions:

Effective March 30, 2020 – Treasurer-Tax Collector's Budget #1011000000

1. Allocate the following positions with the Job Code, Salary Grade, FLSA Code, Retirement Code, Union Code, and EEO Code:

Class	# of Positions	Job Code	Salary Grade	FLSA Code	Retirement Code	Union Code	EEO Code
Accounting Technician I	2	RO3011	658	4	G	G	6

2. Delete the following positions with the Job Code, Salary Grade, FLSA Code, Retirement Code, Union Code, and EEO Code listed below:

Class	# of Positions	Job Code	Salary Grade	FLSA Code	Retirement Code	Union Code	EEO Code
Office Assistant Specialist (Position Number 18277 and 18280)	2	RO6115	633	4	G	G	6

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

Attachment: Accounting Technician I Resolution-20200324 (6050 : TTC - Amend Position (RO6115) and (RO3011))

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHEL DEBORD
Clerk of the Board of Supervisors
Of the County of San Joaquin,
State of California

By _____
Deputy Clerk

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

Attachment: Accounting Technician I Resolution-20200324 (6050 : TTC - Amend Position (RO6115) and (RO3011))

SAN JOAQUIN COUNTY
Greatness grows here.

Behavioral Health Services
A Division of Health Care Services Agency

Tony Vartan, MSW, LCSW, BHS Director

March 6, 2020

Board of Supervisors
County Administration Building
Stockton, CA 95202

Dear Board Members:

Approval of Amendment A02 to the Multi-Year Agreement for the Drug Medi-Cal Organized Delivery System #17-94098 for Substance Use Disorder Services With the State Department of Health Care Services for the Period of June 29, 2018 Through June 30, 2020, for a Total Cost of $61,040,238

Recommendation

It is recommended the Board of Supervisors approve and authorize the Chair to sign Amendment A02 to the multi-year agreement for the Drug Medi-Cal Organized Delivery System #17-94098 for substance use disorder services with the State Department of Health Care Services (DHCS) for the period of June 29, 2018 through June 30, 2020, for a total cost of $61,040,238.

Reason for Recommendation

In August 2015, the Federal Center for Medicare & Medicaid Services (CMS) approved an 1115 Waiver amendment for the State to implement a Drug Medi-Cal Organized Delivery System (DMC-ODS). The 1115 Waiver is an agreement between the State and CMS allowing for changes in the delivery of Medi-Cal services. The amendment allowed counties to enter into a voluntary five-year pilot program to test a new system of providing substance use disorder treatment to Medi-Cal enrollees. The pilot program is intended to demonstrate whether an organized service system can improve beneficiary health outcomes, decrease system-wide health care costs and provide more local control and accountability with greater administrative oversight.

Counties applied to participate in the pilot program by submitting a County DMC-ODS Implementation Plan (Plan) to the DHCS for approval. The County's DMC-ODS Plan was presented to and approved by the Board on 07/25/17 (B-17-503) and was approved by DHCS on November 6, 2017. On June 5, 2018, the Board approved Agreement #17-94098 (B-18-322) which implemented the approved Plan for the period of June 29, 2018 through June 30, 2020 for a total cost of $61,040,238. On January 8, 2019, the first amendment A01 (A-19-4) was approved by the Board, signed and submitted to DHCS. The term of the agreement was established by DHCS. Amendment A01 did not change the agreement term or amount, but

modified the language contained within the terms and conditions and included minor programmatic clarifications within the original Scope of Work.

Similarly, the proposed Amendment A02 does not change the agreement term or amount, but modifies the language contained within the terms and conditions, documents the DMC rates for 2019-2020 and includes minor programmatic clarifications to the original Scope of Work. The 2019-2020 contract renewals for DMC-ODS service providers incorporated the new rates and the information referenced in the amended contract.
The notification for Amendment A02 was received electronically at BHS in September 2019, however it was not discovered and processed until January 23, 2020.

Fiscal Impact

The Amendment does not impact the agreement amount, which remains $61,040,238. This amount is comprised of a total $30,520,119 for both 2018-2019 and 2019-2020. For each fiscal year, Federal Drug Medi-Cal funds were $24,699,189 and State Drug Medi-Cal Funds were $5,820,930. There was no funding for 2017-2018, as the DMC ODS had not been implemented. There is no additional cost to the County General Fund.

Action to Be Taken Following Approval

Upon approval by the Board of Supervisors, the Chair will sign Amendment A02 for the multi-year agreement for the Drug Medi-Cal Organized Delivery System #17-94098 for substance use disorder services with DHCS.

Very truly yours,



Greg Diederich, Director
Health Care Services Agency

c: Auditor-Controller
Behavioral Health Services
Clerk of the Board (March 24, 2020 Agenda)
County Counsel

SAN JOAQUIN COUNTY

Behavioral Health Services

Reviewed by County Administrator's Office:

Rod Kawano 3/9/2020

Reviewed by County Counsel's Office:

Quendrith L. Macedo 3/10/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approval of Amendment A02 to the Multi-Year Agreement for the Drug Medi-Cal Organized Delivery System #17-94098 for Substance Use Disorder Services With the State Department of Health Care Services for the Period of June 29, 2018 Through June 30, 2020, for a Total Cost of $61,040,238

THIS BOARD OF SUPERVISORS DOES HEREBY approve and authorize the Chair to sign Amendment A02 to the multi-year agreement for the Drug Medi-Cal Organized Delivery System #17-94098 for substance use disorder services with the State Department of Health Care Services for the period of June 29, 2018 through June 30, 2020 for a total cost of $61,040,238.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Drug Medi-Cal Organized Delivery System Board Order (6052 : BHS - Drug Medi-Cal Organized Delivery System)

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213A_DHCS (Rev. 04/19)

☒ Check here if additional pages are added: 211 Page(s)

Agreement Number	Amendment Number
17-94098	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 San Joaquin

2. The term of this Agreement is: June 29, 2018 through June 30, 2020

3. The maximum amount of this Agreement after this amendment is: $ 61,040,238 Sixty-One Million, Forty Thousand, Two Hundred Thirty-Eight 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 by revising exhibit language.

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~~).

(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 San Joaquin

By (Authorized Signature)
✍

Date Signed (Do not type)

Printed Name and Title of Person Signing
Katherine M. Miller, ~~Miguel A. Villapudua~~, Chairman, Board of Supervisors

Address
1212 N. California Street
Stockton, CA 95202

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

Approved as to Form
J. MARK MYLES
County Counsel
By _____
Deputy County Counsel

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

IV. 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 (169 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 I A1 – Program Specifications is hereby replaced in its entirety by the attached revised exhibit.

V. 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 attached revised exhibit.

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

Exhibit D(F) – Special Terms and Conditions
Notwithstanding provision 4.g. which does not apply to this agreement. (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.

VII. All other terms and conditions shall remain the same.

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

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
County of San Joaquin	94-6000531

By (Authorized Signature)

Printed Name and Title of Person Signing

Katherine M. Miller, Chairman, Board of Supervisors

Date Executed	Executed in the County of
	San Joaquin

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,

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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 lessor 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

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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-

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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

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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.

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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. *Proposer/Bidder Firm Name (Printed)* *County of San Joaquin*	*Federal ID Number* 94-6000531
By (Authorized Signature)	
Printed Name and Title of Person Signing *Katherine M. Miller, Chairman, Board of Supervisors*	
Date Executed	*Executed in the County and State of* *San Joaquin, California*

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

Exhibit A, Attachment I A2
Program Specifications

I. Preamble

A. This Intergovernmental Agreement (hereinafter referred to as Agreement) is entered into by and between the Department of Health Care Services (hereinafter referred to as DHCS, The Department, or the state) and the Contractor for the purpose of identifying and providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51–14021.53 and 14124.20–14124.25 of the Welfare and Institutions Code (hereinafter referred to as WIC), Part 438 of the Code of Federal Regulations (hereinafter referred to as 42 CFR 438), and the Special Terms and Conditions (STCs) of the DMC-ODS waiver.

B. It is further agreed this Agreement is controlled by applicable provisions of: (a) the WIC, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq. and (b) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

C. It is understood and agreed that nothing contained in this Agreement shall be construed to impair the single state agency authority of DHCS.

D. The objective of this Agreement is to make ~~SUD treatment~~**DMC-ODS** services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act (hereinafter referred to as the Act) for reimbursable covered services rendered by certified DMC providers.

E. These**DMC-ODS** services shall be provided though a Prepaid Inpatient Health Plan (PIHP) as defined in 42 CFR §438.2.

F. This Agreement requires the Contractor to ensure the availability and accessibility of adequate numbers of facilities, service locations, service sites, and professional, allied, and supportive personnel to provide medically necessary services, and ensure the authorization of services for urgent conditions. The DMC-ODS provides for automatic mandatory enrollment of all Medi-Cal beneficiaries in the single PIHP operating in the county in which the beneficiary resides. PIHPs in a very small county or in any one geographic area may have a limited number of providers for a particular service. If additional providers are not needed to meet general access requirements, the Contractor is not obligated to subcontract with additional providers to provide more choices for an individual beneficiary.

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Exhibit A, Attachment I A2
Program Specifications

II. **Federal Requirements**

A. Waived and Inapplicable Federal Requirements

1. The Contractor is operating as a PIHP. Accordingly, the following provisions of 42 CFR §438 are not applicable to this Intergovernmental Agreement: 42 CFR §438.3(s)(t) – Standard Contract Requirements; 42 CFR §438.4 – Actuarial Soundness; 48 CFR §438.5 – Rate Development Standards; 438 CFR §438.6 – Special Contract Provisions Related to Payment; 42 CFR §438.7 – CMS Review and Approval of the Rate Certifications; 42 C.F.R. §438.8 - Medical loss ratio (MLR) standards; 42 C.F.R. §438.9 - Provisions that apply to non-emergency medical transportation PAHPs; 42 CFR 438.10(g)(2)(ii)(A) and (B) – Information Requirements; 42 CFR §438.50 – State Plan Requirements; 42 CFR §438.54(c) – Voluntary Managed Care Enrollment; 42 CFR §438.71(b)(1)(i&iii)(c)(d) – Beneficiary Support System; 42 CFR §438.74 – State Oversight of Minimum MLR Requirements; 42 CFR §438.104 - Marketing Activities; 42 CFR §438.110 - Member Advisory Committee; 42 CFR §438.114 – Emergency and Poststabilization Services; 42 CFR §438.116 – Solvency Standards; 42 CFR §438.206(b)(2) – Women's Health Services (No women's health services are provided through the DMC-ODS Waiver); 42 CFR §438.208(c)(1) – Identification of Individuals with Special Health Care Needs; 42 CFR §§438.700-730 – Sanctions; 42 CFR §438.802 – Basic Requirements; 42 CFR §438.808 – Exclusion of Entities; 42 CFR §438.810 – Expenditures for Enrollment Broker Services; 42 CFR §431.51(b)(2) and §441.202 (No family planning services, including abortion procedures, are provided through the DMC-ODS Waiver); and 42 CFR §§455.100-104 – Disclosure Requirements.
2. Under this DMC-ODS, free choice of providers is restricted. That is, beneficiaries enrolled in this program shall receive DMC-ODS services through the Contractor, operating as a PIHP. Based on this service delivery model, the Department has requested, and Centers for Medicare & Medicaid Services (CMS) has granted approval to waive the following 42 CFR §438 provisions for this Agreement: 42 CFR §438.10(f)(3) – Notice Requirements; 42 CFR §438.52 - Choice of MCOs, PIHPs, PAHPs, PCCMs, and

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Exhibit A, Attachment I A2
Program Specifications

PCCM Entities; 42 CFR §438.56 – Disenrollment: Requirements and Limitations.

B. **General Provisions**

1. **Standard Contract Requirements (42 CFR §438.3).**
   - **i.** CMS shall review and approve this Agreement.
   - **ii.** Enrollment discrimination is prohibited.
     a. The Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction (unless authorized by CMS), up to the limits set under this Agreement.
     b. Enrollment is mandatory.
     c. The Contractor shall not, based on health status or need for health care services, discriminate against individuals eligible to enroll.
     d. **The Contractor shall follow all Federal and State civil rights laws.** The Contractor shall not **unlawfully** discriminate ~~against individuals eligible to enroll based~~, **exclude people, or treat them differently,** on **any ground protected under Federal or State law, including sex,** race, color, **religion, ancestry,** national origin, ~~ancestry, religion, sex,~~ **ethnic group identification, age, mental disability, physical disability, medical condition, genetic information,** marital status, gender, gender identity, or sexual orientation~~, age, or disability. (WIC 14029.91 (e)(3)).~~
     e. The Contractor will not use any policy or practice that has the effect of discriminating on the basis of **sex,** race, color, **religion, ancestry,** national origin, ~~ancestry,~~ religion, sex, **ethnic group identification, age, mental disability, physical disability, medical condition, genetic information,** marital status, gender, gender identity, **or** sexual orientation~~, age, or disability~~.
     f. **The Contractor shall post a Department-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State, as determined by the Department, in a conspicuously visible font size, in conspicuous**

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physical locations where the Contractor interacts with the public, in a conspicuous location on the Contractor's website that is accessible on the Contractor's home page, and in significant communications and significant publications targeted to beneficiaries, enrollees, applicants, and members of the public, as required by 45 CFR § 92.8.

g. The Contractor shall provide information on how to file a **Discrimination Grievance with:**

i. **The Contractor and the Department if there is a concern of** discrimination ~~complaint with the~~ **based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.**

ii. **The** United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, **sex,** age, **or** disability~~, or sex. (WIC 14029.91(e)(5)).~~

iii. Services that may be covered by the Contractor.

a. The Contractor may cover, for beneficiaries, services that are in addition to those covered under the State Plan as follows:

i. Any services that the Contractor voluntarily agrees to provide.

ii. Any services necessary for compliance by the Contractor with the parity requirements set forth in 42 CFR §438.900 et. al and only to the extent such services are necessary for the Contractor to comply with 42 CFR §438.910.

iv. Compliance with applicable laws and conflict of interest safeguards.

a. The Contractor shall comply with all applicable Federal and state laws and regulations including:

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

i. Title VI of the Civil Rights Act of 1964.
ii. Title IX of the Education Amendments of 1972 (regarding education programs and activities).
iii. The Age Discrimination Act of 1975; the Rehabilitation Act of 1973.
iv. The Americans with Disabilities Act of 1990 as amended.
v. Section 1557 of the Patient Protection and Affordable Care Act.

b. The Contractor shall comply with the conflict of interest safeguards described in 42 CFR §438.58 and with the prohibitions described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent Contractors.
c. Provider-preventable condition requirements:
   i. The Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions. The Contractor shall report all identified provider-preventable conditions to the Department.
   ii. The Contractor shall not make payments to a provider for provider-preventable conditions that meet the following criteria:
      1. Is identified in the state plan.
      2. Has been found by the state, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.
      3. Has a negative consequence for the beneficiary.
      4. Is auditable.
   iii. The Contractor shall use and submit the report using the DHCS Drug Medi-Cal Organized

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Delivery System Provider Preventable Conditions (PPC) Reporting Form at the time of discovery of any provider preventable conditions that are covered under this provision to:

Department of Health Care Services
SUD Program, Policy and Fiscal Division
Performance & Integrity Branch
PO Box 997413, MS-2627
Sacramento, CA 95899-7413

Or by secure, encrypted email to:
ODSSubmissions@dhcs.ca.gov

v. Inspection and audit of records and access to facilities.
   a. The Department, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted. The right to audit under this section exists for 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

vi. Subcontracts.
   a. All subcontracts shall fulfill the requirements or activity delegated under the subcontract in accordance with 42 CFR §438.230.
   b. The Contractor shall require that subcontractors not bill beneficiaries for covered services under a contractual, referral, or other arrangement with the Contractor in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. 1396u–2(b)(6)(C))

vii. Choice of network provider.
   a. The Contractor shall allow each beneficiary to choose his or her network provider to the extent possible and appropriate.

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viii. Audited financial reports.
   a. The Contractor shall submit audited financial reports specific to this Agreement on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

ix. Recordkeeping requirements.
   a. The Contractor shall retain, and require subcontractors to retain, as applicable, the following information: beneficiary grievance and appeal records in 42 CFR §438.416, and the data, information, and documentation specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years.

2. **Information Requirements (42 CFR §438.10).**
   i. Basic Rules
      a. The Contractor shall provide all required information in this section to beneficiaries and potential beneficiaries in a manner and format that may be easily understood and is readily accessible by such beneficiaries and potential beneficiaries.
      b. The Department shall operate a website that provides the content, either directly or by linking to the Contractor's website.

   ii. For consistency in the information provided to beneficiaries, the Contractor shall use:
      a. The Department developed definitions for managed care terminology, including appeal, emergency medical condition, emergency services, excluded services, grievance, health insurance, hospitalization, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, prescription drugs, primary care physician, primary care provider, provider, rehabilitation services, and urgent care.
      b. The Department developed model beneficiary handbooks and beneficiary notices.

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iii. The Contractor shall provide the required information in this section to each beneficiary.

iv. Beneficiary information required in this section may not be provided electronically by the Contractor unless all of the following are met:
   a. The format is readily accessible.
   b. The information is placed in a location on the Department or the Contractor's website that is prominent and readily accessible.
   c. The information is provided in an electronic form, which can be electronically retained and printed.
   d. The information is consistent with the content and language requirements of this section.
   e. The beneficiary is informed that the information is available in paper form without charge upon request and provides it upon request within five business days.

v. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan.

vi. Language and format:
   a. The Department shall use the methodology below for identifying the prevalent non–English languages spoken by beneficiaries and potential beneficiaries throughout the state, and in the Contractor's service area.
      i. A population group of mandatory Medi-Cal beneficiaries residing in the service area who indicate their primary language as other than English and that meet a numeric threshold of 3,000 or five percent of the beneficiary population, whichever is lower.
      ii. A population group of mandatory Medi-Cal beneficiaries residing in the Contractor's service area who indicate their primary language as other than English and who meet the concentration standards of 1,000 in a

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single ZIP code or 1,500 in two contiguous ZIP codes.

vii. The Department shall make oral interpretation available in all languages and written translation available in each prevalent non-English language. All written materials for potential beneficiaries shall include **language** taglines in **at least** the ~~prevalent~~ **top 16** non-English languages ~~in~~ **spoken by individuals with limited English proficiency of** the state **State**, as well as large print, explaining the availability of written translations or oral interpretation to understand the information. Large print means printed in a font size no smaller than 18 point.

viii. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, and denial and termination notices, available in the prevalent non–English languages in its particular service area. Written materials shall also be made available in alternative formats upon request of the potential beneficiary or beneficiary at no cost. Auxiliary aids and services shall also be made available upon request of the potential beneficiary or beneficiary at no cost. Written materials shall include taglines in the prevalent non–English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit. Large print means printed in a font size no smaller than 18 point.

ix. Pursuant to WIC 14029.91(e)(1), the Contractor shall make interpretation services available free of charge and in a timely manner to each beneficiary. This includes oral interpretation and the use of auxiliary aids (e.g. TTY/TDY and American Sign Language) and services, including qualified interpreters for individuals with disabilities (WIC 14029.91(e)(2)). Oral interpretation requirements apply to all non–English languages, not just those that the Department identifies as prevalent.

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Exhibit A, Attachment I A2
Program Specifications

a. Pursuant to WIC 14029.91(a)(1)(B), Oral interpretation services shall be provided by an interpreter that, at a minimum, meets all of the following qualifications:
   i. Demonstrated proficiency in **speaking and understanding** both **spoken** English and the ~~target~~ language **spoken by the limited-English-proficient beneficiary**.
   ii. ~~Knowledge in both English and the target language of health care terminology and concepts relevant to health care delivery systems.~~ **The ability to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the limited-English-proficient beneficiary and English, using any necessary specialized vocabulary, terminology, and phraseology.**
   iii. ~~Adheres~~ **Adherence** to generally accepted interpreter ethics ~~principle~~ **principles**, including client confidentiality.

x. Pursuant to WIC Section 14029.91(a)(1)(C), the Contractor shall not require a beneficiary with limited English proficiency to provide his or her own interpreter or rely on a staff member who does not meet the qualifications described in WIC 14029.91(a)(1)(B).

xi. The Contractor shall not rely on an adult or minor child accompanying the limited-English-proficient beneficiary to interpret or facilitate communication except under the circumstances described in WIC Section 14029.91 (a)(1)(D).

xii. The Contractor shall notify its beneficiaries:
   a. That oral interpretation is available for any language and written translation is available in prevalent languages. **to individuals whose primary language is not English. This may include, but is not limited to:**
      i. **Qualified interpreters;**
      ii. **Information written in other languages.**

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b. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. **Free aids and services to people with disabilities to help them communicate better may include, but are not limited to:**
   i. **Qualified sign language interpreters;**
   ii. **Written information in other formats (large print, audio, accessible electronic formats, other formats.)**
c. How to access services.

xiii. Pursuant to 45 CFR §92.201, the Contractor shall not require a beneficiary with limited English proficiency to accept language assistance services.

xiv. The Contractor shall provide, all written materials for potential beneficiaries and beneficiaries consistent with the following:
a. Use easily understood language and format.
b. Use a font size no smaller than 12 point.
c. Be available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that takes into consideration the special needs of beneficiaries or potential beneficiaries with disabilities or limited English proficiency.
d. Include a large print tagline **in at least the top 16 non-English languages** and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats. Large print means printed in a font size no smaller than 18 point.

xv. Information for potential beneficiaries.
a. The Contractor shall provide the information specified in this section to each potential beneficiary, either in paper or in electronic format, at the time that the potential beneficiary is first required to enroll in the Contractor's program.
b. The information for potential beneficiaries shall include, at a minimum, all of the following:

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i. The basic features of managed care.
ii. Which populations are subject to mandatory enrollment and the length of the enrollment period.
iii. The service area covered by the Contractor.
iv. Covered benefits including:
    1. Which benefits are provided by the Contractor.
    2. Which, if any, benefits are provided directly by the Department.
v. For a counseling or referral service that the Contractor does not cover because of moral or religious objections, the Department shall provide information about where and how to obtain the service.
vi. The provider directory and formulary information.
vii. Any cost sharing that will be imposed by the Contractor consistent with those set forth in the State Plan.
viii. The requirements for each Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 CFR §438.68.
ix. The Contractor's entities responsible for coordination of beneficiary care.
x. To the extent available, quality and performance indicators for the Contractor, including beneficiary satisfaction.

xvi. Information for all beneficiaries of the Contractor.
    a. The Contractor shall make a good faith effort to give written notice of termination of a ~~contracted~~**subcontracted** provider, within 15 calendar days after receipt or issuance of the termination notice, to each beneficiary who received his or her primary care from, or was seen on a regular basis by, the terminated provider.

xvii. Beneficiary handbook.

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a. The Contractor shall utilize, and require its subcontracted providers to utilize, the state developed model beneficiary handbook.
b. The Contractor shall provide each beneficiary a beneficiary handbook, within a reasonable time after receiving notice of the beneficiary's enrollment, which serves as the summary of benefits and coverage described in 45 CFR § 147.200(a).
c. The content of the beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include at a minimum:
    i. Benefits provided by the Contractor, including Early Periodic Screening, Diagnostic and Treatment (EPSDT) benefits.
    ii. How and where to access any benefits, including EPSDT benefits, provided by the state, including any cost sharing, and how transportation is provided.
        1. In the case of a counseling or referral service that a subcontracted provider does not cover because of moral or religious objections, the Contractor shall inform the beneficiaries that the service is not covered.
        2. The Contractor shall inform beneficiaries how they can access the services that are not covered by the subcontracted provider because of moral or religious objections.
    iii. The amount, duration, and scope of benefits available under the Agreement in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled.
    iv. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other

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benefits not furnished by the Contractor or a subcontracted provider.

v. The extent to which, and how, after-hours care is provided.

vi. Any restrictions on the beneficiary's freedom of choice among network providers.

vii. The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers.

viii. Cost sharing, if any, is imposed under the State Plan.

ix. Beneficiary rights and responsibilities, including:

1. The beneficiary's right to receive beneficiary and plan information.
2. The elements specified in 42 CFR §438.100, and outlined in Article II.D.1 of this Agreement.

x. Grievance, appeal, and fair hearing procedures and timeframes, consistent with Article II.G of this Agreement, in a state-developed or state-approved description (WIC 14029.91(e)(4)). Such information shall include:

1. The right to file grievances and appeals.
   a. **The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all State and Federal civil rights laws. If a beneficiary believes they have been unlawfully discriminated against, they**

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have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.

2. The requirements and timeframes for filing a grievance or appeal.
3. The availability of assistance in the filing process.
4. The right to request a state fair hearing after the Contractor has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.
5. The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for state fair hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

xi. How to access auxiliary aids and services, including additional information in alternative formats or languages. **The Contractor shall specifically include specific information regarding:**

1. The provision of cost free aids and services to individuals with disabilities (qualified sign language interpreters, written information in other formats).

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2. **The provision of cost free language services to individuals whose primary language is not English (qualified interpreters, information written in other languages).**

xii. The toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries.

xiii. Information on how to report suspected fraud or abuse.

d. The beneficiary handbook will be considered to be provided if the Contractor:

i. Mails a printed copy of the information to the beneficiary's mailing address.

ii. Provides the information by email after obtaining the beneficiary's agreement to receive the information by email.

iii. Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the Internet and includes the applicable Internet address, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost.

iv. Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information.

e. The Contractor shall give each beneficiary notice of any significant change in the information specified above, at least 30 days before the intended effective date of the change.

xviii. Provider Directory.

a. The Contractor shall make available in electronic form and, upon request, in paper form, the following information about its network providers:

i. The provider's name as well as any group affiliation.

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ii. Street address(es).
iii. Telephone number(s).
iv. Website URL, as appropriate.
v. Specialty, as appropriate.
vi. Whether the provider will accept new beneficiaries.
vii. The provider's cultural and linguistic capabilities, including languages (including American Sign Language) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training.
viii. Whether the provider's office/facility has accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

b. The Contractor shall include the following provider types covered under this Agreement in the provider directory:
   i. Physicians, including specialists
   ii. Hospitals
   iii. Pharmacies
   iv. Behavioral health providers
c. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information.
d. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary of Health and Human Services.

xix. Formulary.

a. The Contractor shall make available in electronic or paper form, the following information about its formulary:
   i. Which medications are covered (both generic and name brand).

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ii. What tier each medication resides.

b. Formulary drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary.

3. **Provider Discrimination Prohibited (42 CFR § 438.12).**
   - i. The Contractor shall not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification.
   - ii. If the Contractor declines to include individual or groups of providers in its provider network, it shall give the affected providers written notice of the reason for its decision.
   - iii. In all contracts with network providers, the Contractor shall comply with the requirements specified in 42 CFR §438.214.
   - iv. This section may not be construed to:
     a. Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries.
     b. Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty.
     c. Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries.
4. **Requirements that Apply to Indians, Indian Health Care Providers (IHCPs), and Indian Managed Care Entities (IMCEs) (42 CFR §438.14).**
   - i. The Contractor shall demonstrate that there are sufficient IHCPs participating in the Contractor's provider network to ensure timely access to services available under ~~the contract~~ **this Agreement** from such providers for Indian beneficiaries who are eligible to receive services.
   - ii. The Contractor shall require that IHCPs, whether participating or not, be paid for covered services provided to Indian beneficiaries who are eligible to receive services from such providers as follows:

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a. At a rate negotiated between the Contractor and the IHCP.
b. In the absence of a negotiated rate, at a rate not less than the level and amount of payment that Contractor would make for the services to a participating provider, which is not an IHCP.
c. Make payment to all IHCPs in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 CFR 447.45 and 447.46.

iii. The Contractor shall permit Indian beneficiaries to obtain services covered under the contract **this Agreement** between the State and the Contractor from out-of-network IHCPs from whom the beneficiary is otherwise eligible to receive such services.

iv. ~~In a state where~~**If** timely access to covered services cannot be ensured due to few or no IHCPs, ~~an MCO, PIHP, PAHP and PCCM entity~~**the Contractor** will be considered to have demonstrated that there are sufficient IHCPs participating in the Contractor's provider network to ensure timely access to services **by permitting Indian beneficiaries to access out-of-state IHCPs.** ~~if~~

~~a. Indian beneficiaries are permitted by the Contractor to access out-of-state IHCPs.~~
~~b. The Contractor has a provider network, shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider.~~

v. **The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider.**

vi. Payment requirements.

a. When an IHCP is enrolled in Medicaid as a Federally Qualified Health Center (FQHC) but not a participating provider of the Contractor, it shall be paid an amount equal to the amount the Contractor would pay a FQHC that is a network provider but is not an IHCP, including any supplemental payment from the Department to make up the difference between the amount the Contractor pays and what the IHCP

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FQHC would have received under fee-for-service (FFS).

b. When an IHCP is not enrolled in Medicaid as a FQHC, regardless of whether it participates in the network of the Contractor or not, it has the right to receive its applicable encounter rate published annually in the Federal Register by the Indian Health Service, or in the absence of a published encounter rate, the amount it would receive if the services were provided under the State plan's FFS payment methodology.

c. When the amount an IHCP receives from the Contractor is less than the amount required by paragraph (v)(b) above, the Department shall make a supplemental payment to the IHCP to make up the difference between the amounts the Contractor entity pays and the amount the IHCP would have received under FFS or the applicable encounter rate.

C. State Responsibilities

1. Conflict of Interest Safeguards (42 CFR §438.58).

i. The Department shall have in effect safeguards against conflict of interest on the part of Department and local officers and employees and agents of the Department who have responsibilities relating to this Agreement. These safeguards shall be at least as effective as the safeguards specified in section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423).

2. Prohibition of Additional Payments (42 CFR §438.60).

i. The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this Agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV.

3. Continued Services to Beneficiaries (42 CFR §438.62).

i. The Department shall arrange for Medicaid services to be provided without delay to any Medicaid beneficiary of the Contractor if this Agreement is terminated.

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ii. The Department shall have in effect a transition of care policy to ensure continued access to services during a transition from ~~fee-for-service~~ (FFS) to the Contractor or transition from one Contractor to another when a beneficiary, in the absence of continued services, would suffer serious detriment to their health or be at risk of hospitalization or institutionalization.

iii. The Contractor shall implement a transition of care policy consistent with the requirements of the Department's transition of care policy.

iv. The Department shall make its transition of care policy publicly available and provide instructions on how beneficiaries and potential beneficiaries access continued services upon transition. At a minimum, the Contractor shall provide the transition of care policy to beneficiaries and potential beneficiaries in the beneficiary handbook and notices.

4. **State Monitoring Requirements (42 CFR §438.66).**

i. The Department shall have in effect a monitoring system for the Contractor.

ii. The Department's monitoring system is outlined in Article III.DD of this Agreement.

iii. The Department shall use data collected from its monitoring activities to improve the performance of the Contractor. That data shall include, at minimum:

a. Beneficiary grievance and appeal logs
b. Provider complaint and appeal logs
c. Findings from the State's External Quality Review process
d. Results from any beneficiary or provider satisfaction survey conducted by the State or the Contractor
e. Performance on required quality measures
f. Medical management committee reports and minutes
g. The annual quality improvement plan for the Contractor
h. Customer service performance data submitted by the Contractor and performance data submitted by the beneficiary support system

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Program Specifications

5. **Network Adequacy Standards (42 CFR §438.68).**

i. ~~Beginning on~~ July 1, ~~2018, the~~ Contractor ~~shall comply with the~~ Department's ~~network adequacy~~ standards. **The Contractor shall adhere to, in all geographic areas within the county, all applicable time and distance standards for network providers developed by the Department, including those set forth in WIC Section 14197 and any Information Notices issued pursuant to that section.**

ii. ~~The~~ Department's ~~network adequacy standards are~~ as ~~follows~~:

~~a. Pursuant to WIC Section 14197(c)(4), the Contractor shall maintain a network of outpatient and intensive outpatient (non-OTP) providers that are located within the following applicable time and distance standards:~~

~~i. Up to 15 miles or 30 minutes from the beneficiary's place of residence for Alameda, Contra Costa, Los Angeles, Orange, Sacramento, San Diego, San Francisco, San Mateo, and Santa Clara counties.~~

~~ii. Up to 30 miles or 60 minutes from the beneficiary's place of residence for Marin, Placer, Riverside, San Joaquin, Santa Cruz, Solano, Sonoma, Stanislaus, and Ventura counties.~~

~~iii. Up to 60 miles or 90 minutes from the beneficiary's place of residence for Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Mono, Napa, Nevada, Plumas, San Benito, San Bernardino, San Luis Obispo, Santa Barbara, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.~~

b. **a.** Pursuant to WIC Section 14197(d)**(1)(A)**~~(3)~~, the Contractor shall ensure that all beneficiaries seeking **outpatient and intensive outpatient** (non-OTP)

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services be provided with an appointment within 10 business days of a non-OTP service request.

~~b. Pursuant to WIC Section 14197(c)(4), the Contractor shall maintain a network of OTP providers that are located within the following applicable time and distance standards:~~

~~i. Up to 15 miles or 30 minutes from the beneficiary's place of residence for Alameda, Contra Costa, Los Angeles, Orange, Sacramento, San Diego, San Francisco, San Mateo, and Santa Clara counties.~~

~~ii. Up to 30 miles or 60 minutes from the beneficiary's place of residence for Marin, Placer, Riverside, San Joaquin, Santa Cruz, Solano, Sonoma, Stanislaus, and Ventura counties.~~

~~iii. Up to 45 miles or 75 minutes from the beneficiary's place of residence for Amador, Butte, El Dorado, Fresno, Kern, Kings, Lake, Madera, Merced, Monterey, Napa, Nevada, San Bernardino, San Luis Obispo, Santa Barbara, Sutter, Tulare, Yolo, and Yuba counties.~~

~~iv. Up to 60 miles or 90 minutes from the beneficiary's place of residence for Alpine, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Imperial, Inyo, Lassen, Mariposa, Mendocino, Modoc, Mono, Plumas, San Benito, Shasta, Sierra, Siskiyou, Tehama, Trinity, and Tuolumne counties.~~

~~d.~~ b. Pursuant to WIC Section 14197(d)~~(3)(1)(A)~~, the Contractor shall ensure that all beneficiaries seeking OTP services are provided with an appointment within three business days of an OTP service request.

~~e.~~ c. If the Contractor cannot meet the time and distance standards set forth in this section, the Contractor shall submit a request for alternative access standards to the ~~department~~ Department.

f. d. Pursuant to WIC Section 14197(e), DHCS may grant requests for alternative access standards if the

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Contractor has exhausted all other reasonable options to obtain providers to meet the applicable standard or if DHCS determines that the Contractor has demonstrated that its delivery structure is capable of delivering the appropriate level of care and access.

i. The Contractor shall include a description of the reasons justifying the alternative access standards.

1. Requests for alternative access standards shall be approved or denied on a zip code and service type basis.

2. **e.** Requests for alternative access standards may include seasonal considerations (e.g. winter road conditions), when appropriate. Furthermore, the Contractor shall include an explanation about gaps in the county's geographic service area, including information about uninhabitable terrain within the county (e.g., desert, forestland), as appropriate. The use of clinically appropriate telecommunications technology may be considered in determining compliance with the applicable standards established in the DHCS Information Notice 18-011 and/or for the purpose of approving an alternative access request.

~~g.~~ **f.** DHCS will make a decision to approve or deny the request within 90 days of submission by the Contractor. DHCS may stop the 90-day timeframe, on one or more occasions as necessary, in the event of an incomplete submission or to obtain additional information from the Contractor. (WIC 14197(e)(3))

~~h.~~ **g.** If the Contractor does not comply with the applicable standards at any time, DHCS may impose additional corrective actions, including fines, penalties, the withholding of payments, special requirements, probationary or corrective actions, or any other actions deemed necessary to ensure compliance.

~~i.~~ h. Fines and penalties imposed by the Department shall be in the amounts specified below:

i. First violation: $500, plus $25 per day for each day that the Contractor continues to be out of compliance.

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ii. Second and subsequent violation: $500, plus $25 per day for each day that the Contractor continues to be out of compliance.

~~iii.~~ ii. The Department shall monitor beneficiary access to each provider type on an ongoing basis and communicate the findings to CMS in the managed care program assessment report required under 42 CFR §438.66.

D. Beneficiary Rights and Protections

1. **Beneficiary Rights (42 CFR §438.100).**

i. The Contractor shall have written policies guaranteeing the beneficiary's rights specified in ~~this section~~**42 CFR 438.100**.

ii. The Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights, and ensures that its employees and subcontracted providers observe and protect those rights.

iii. Specific rights.

a. The Contractor shall ensure that its beneficiaries have the right to:

i. Receive information regarding the Contractor's PIHP and plan in accordance with 42 CFR §438.10.

ii. Be treated with respect and with due consideration for his or her dignity and privacy.

iii. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (The information requirements for services that are not covered under the Agreement because of moral or religious objections are set forth in 42 CFR §438.10(g)(2)(ii)(A) and (B).)

iv. Participate in decisions regarding his or her health care, including the right to refuse treatment.

v. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other

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Federal regulations on the use of restraints and seclusion.

vi. If the privacy rule, as set forth in 45 CFR parts 160 and 164 subparts A and E, applies, request and receive a copy of his or her medical records, and request that they be amended or corrected, as specified in 45 CFR § 164.524 and 164.526.

b. The Contractor shall ensure that its beneficiaries have the right to be furnished health care services in accordance with 42 CFR §§438.206 through 438.210.

iv. Free exercise of rights.

a. The Contractor shall ensure that each beneficiary is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Contractor and its network providers treat the beneficiary.

v. Compliance with other Federal and state laws.

a. The Contractor shall comply with any other applicable Federal and state laws, including, but not limited to:

i. Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80.
ii. The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91.
iii. The Rehabilitation Act of 1973.
iv. Title IX of the Education Amendments of 1972 (regarding education programs and activities).
v. Titles II and III of the Americans with Disabilities Act.
vi. Section 1557 of the Patient Protection and Affordable Care Act.

2. Provider-Beneficiary Communications (42 CFR §438.102).

i. The Contractor shall not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary who is his or her patient, for the following:

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a. The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.
b. Any information the beneficiary needs to decide among all relevant treatment options.
c. The risks, benefits, and consequences of treatment or non-treatment.
d. The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment**, and to express preferences about future treatment decisions**.
~~e. To express preferences about future treatment decisions.~~

~~ii.~~ Subject to the information requirements set forth below, if the ~~Contractor would otherwise be required to provide, reimburse for, or provide coverage of, a counseling or referral service because of the requirement set forth above, the Contractor is not required to do so if it objects to the service on moral or religious grounds.~~

~~iii. Information requirements.~~

a. If the Contractor ~~elects to not provide a counseling or referral service based on moral or religious grounds, then the Contractor shall furnish information about the services it does not cover as follows:~~

~~i. To the Department:~~

~~1. With its application for a Medicaid contract.~~

~~2. Whenever the Contractor adopts the policy during the term of the contract.~~

~~ii. Consistent with the provisions of 42 CFR §438.10, to beneficiaries, within 90 days after adopting the policy for any particular service.~~

~~iii. The Contractor shall furnish the information to the beneficiary at least 30 days before the effective date of the policy for any particular service.~~

~~iv. The Contractor shall inform its beneficiaries how they can obtain information from the Department about how to access~~

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~~the service that it has excluded based on moral or religious grounds.~~

~~v. Information requirements: state responsibility.~~

~~a. For each service excluded by the Contractor based on moral or religious grounds, the Department shall provide information on how and where to obtain the service, as specified in 42 CFR §438.10.~~

3. **Liability for Payment (42 CFR §438.106).**
   i. The Contractor shall ensure that its beneficiaries are not held liable for any of the following:
      a. The Contractor's debts, in the event of the ~~entity's~~**Contractor's** insolvency.
      b. Covered services provided to the beneficiary, for which:
         i. The state does not pay the Contractor~~.~~**; or**
         ii. The Contractor or the Department does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.
      c. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the Contractor covered the services directly.
4. **Cost Sharing (42 CFR §438.108).**
   i. Any cost sharing imposed on beneficiaries shall be in accordance with §§ 447.50 through 447.82 of ~~Code of Federal Regulations Chapter 42~~**42 CFR**.

E. **Contractor Standards as a PIHP**
   1. **Availability of Services (42 CFR §438.206).**
      i. The Contractor shall ensure that all services covered under the State Plan are available and accessible to its beneficiaries in a timely manner. The Contractor's provider networks for services covered under this Agreement shall meet the standards developed by the Department in accordance with 42 CFR §438.68.
      ii. The Contractor shall, consistent with the scope of its contracted services, meet the following requirements:

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a. Maintain and monitor a network of appropriate providers that is supported by written agreements and is sufficient to provide adequate access to all services covered under this Agreement for all beneficiaries, including those with limited English proficiency or physical or mental disabilities.
b. Provide for a second opinion from a network provider, or arranges for the beneficiary to obtain one outside the network, at no cost to the beneficiary.
c. If the provider network is unable to provide necessary services, covered under this Agreement, to a particular beneficiary, the Contractor shall adequately and timely cover these services out-of-network for the beneficiary, for as long as the Contractor's provider network is unable to provide them.
d. Require out-of-network sub~~contractors and~~**subcontracted** providers to coordinate with the Contractor for payment and ensures the cost to the beneficiary is no greater than it would be if the services were furnished within the network.
e. Demonstrate that its network providers are credentialed as required by 42 CFR §438.214.

iii. The Contractor shall comply with the following timely access requirements:
a. Meet and require its network providers to meet Department standards for timely access to care and services, taking into account the urgency of the need for services.
b. Ensure that the network providers offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid FFS, if the provider serves only Medicaid beneficiaries.
c. Make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
d. Establish mechanisms to ensure compliance by network providers.

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e. Monitor network providers regularly to determine compliance.
f. Take corrective action if there is a failure to comply by a network provider.

iv. Access and cultural considerations (WIC §14029.91).
a. The Contractor shall participate in the Department's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

v. Accessibility considerations (45 CFR §§ 92.204 & 92.205).
a. The Contractor shall ensure that their health programs or activities provided through electronic and information technology are accessible to individuals with disabilities, unless doing so would result in undue financial and administrative burdens or a fundamental alteration in the nature of the health programs or activities. When undue financial and administrative burdens or a fundamental alteration exist, the covered entity shall provide information in a format other than an electronic format that would not result in such undue financial and administrative burdens or a fundamental alteration but would ensure, to the maximum extent possible, that individuals with disabilities receive the benefits or services of the health program or activity that are provided through electronic and information technology
b. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medicaid beneficiaries with physical or mental disabilities. The Contractor and its network providers shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless the Contractor or its network

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providers can demonstrate that making the modifications would fundamentally alter the nature of the health program or activity. For the purposes of this section, the term "reasonable modifications" shall be interpreted in a manner consistent with the term as set forth in the ADA Title II regulation at 28 CFR 35.130(b)(7).

2. **Assurances of Adequate Capacity and Services (42 CFR §438.207).**
   - **i.** The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates that it has the capacity to serve the expected enrollment in its service area in accordance with the Department's standards for access and timeliness of care under this part, including the standards at 42 CFR §438.68 and 42 CFR §438.206(c)(1).
   - **ii.** The Contractor shall submit documentation to the Department to demonstrate that it complies with the following requirements:
     a. Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.
     b. Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of beneficiaries in the service area.
   - **iii.** The Contractor shall submit network adequacy documentation to the SUD Program, Policy and Fiscal Division (PPFD) via email to ODSSubmissions@dhcs.ca.gov:
     a. Upon entering into this Agreement with the Department.
     b. On an annual basis, on or before April 1.
     c. Within 10 business days of a significant change in the Contractor's operations that would affect the adequacy and capacity of services, including composition of the Contractor's provider network.
     d. As requested by the Department.

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iv. The Contractor's failure to submit network adequacy documentation in a timely manner shall subject the Contractor to fines, sanctions and penalties as described in **this Agreement** (Article II.C.5.ii.~~h~~i and Article II.C.5.ii.~~i~~j.)

v. Upon receipt of the ~~c~~ontractor's **Contractor's network adequacy documentation**, the Department shall either certify the Contractor's network adequacy **documentation** or inform the Contractor that its documentation does not meet applicable time and distance standards, or Department approved alternate access standard.

vi. Upon receipt of the Department's determination that the Contractor does not meet the applicable time and distance standards, or a DHCS approved alternate access standard, the Contractor shall submit a Corrective Action Plan (CAP) for approval to DHCS that describes action steps that the Contractor will immediately implement to ensure compliance with applicable network adequacy standards within the Department's approved timeframe.

vii. The Contractor shall submit updated network adequacy documentation as requested by the Department.

viii. If the Department determines that the Contractor does not comply with the applicable standards at any time, the Department may require a CAP, impose fines, or penalties, withhold payments, or any other actions deemed necessary by the Department to ensure compliance with network adequacy standards ~~(WIC 14712(e)).~~

a. Fines and penalties imposed by the Department for late submissions shall be in the amounts specified below:

i. First violation: $500, plus $25 per day for each day that the item to be submitted is late.

ii. Second and subsequent violation: $500, plus $25 per day for each day that the item to be submitted is late.

3. **Coordination and Continuity of Care (42 CFR §438.208).**

i. The Contractor shall comply with the care and coordination requirements of this section.

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ii. As all beneficiaries receiving DMC-ODS services ~~shall~~ have special health care needs, the Contractor shall implement mechanisms for identifying, assessing, and producing a treatment plan for all beneficiaries that have been assessed to need a course of treatment, and as specified below.

iii. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. These procedures shall meet Department requirements and shall do the following:

a. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity.

b. Coordinate the services the Contractor furnishes to the beneficiary:

i. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays~~.~~;

ii. With the services the beneficiary receives from any other managed care organization~~.~~;

iii. With the services the beneficiary receives in FFS Medicaid~~.~~; **and**

iv. With the services the beneficiary receives from community and social support providers.

c. Make a best effort to conduct an initial screening of each beneficiary's needs, within 90 calendar days of the effective date of enrollment for all new beneficiaries, including subsequent attempts if the initial attempt to contact the beneficiary is unsuccessful.

d. Share with the Department or other managed care organizations serving the beneficiary, the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities.

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e. Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards.
f. Ensure that in the process of coordinating care, each beneficiary's privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent that they are applicable.

iv. The Contractor shall implement mechanisms to comprehensively assess each Medicaid beneficiary identified by the Department as having special health care needs to identify any ongoing special conditions of the beneficiary that require a course of treatment or regular care monitoring. The assessment mechanisms shall use appropriate providers.

v. The Contractor shall produce a treatment or service plan meeting the criteria below for beneficiaries with special health care needs that are determined through assessment to need a course of treatment or regular care monitoring. The treatment or service plan shall be:
   a. Developed with beneficiary participation, and in consultation with any providers caring for the beneficiary.
   b. Developed by a person trained in person-centered planning using a person-centered process and plan, as defined in 42 CFR §441.301(c)(1) and (2).
   c. Approved by the Contractor in a timely manner, if this approval is required by the Contractor.
   d. In accordance with any applicable Department quality assurance and utilization review standards.
   e. Reviewed and revised upon reassessment of functional need, at least every 12 months, or when the beneficiary's circumstances or needs change significantly, or at the request of the beneficiary per 42 CFR §441.301(c)(3).

vi. For beneficiaries with special health care needs determined through an assessment to need a course of treatment or

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regular care monitoring, the Contractor shall have a mechanism in place to allow beneficiaries to directly access a specialist as appropriate for the beneficiary's condition and identified needs.

4. **Coverage and Authorization of Services (42 CFR §438.210).**
   - i. The Contractor shall furnish medically necessary services covered by this Agreement in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under FFS Medicaid, as set forth in 42 CFR §440.230, and for beneficiaries under the age of 21, as set forth in 42 CFR §~~440~~441, subpart B.
   - ii. The Contractor:
     - a. Shall ensure that the medically necessary services provided are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished.
     - b. Shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary service solely because of diagnosis, type of illness, or condition of the beneficiary.
   - iii. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as medical necessity.
   - iv. The Contractor may place appropriate limits on a service for the purpose of utilization control, provided that:
     - a. The services furnished can reasonably achieve their purpose.
     - b. The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the enrollee's ongoing need for such services and supports.
   - v. Authorization of services.
     - a. The Contractor and its subcontractors shall have in place, and follow, written authorization policies and procedures.

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b. The Contractor shall have in effect mechanisms to ensure consistent application of review criteria for authorization decisions.
c. The Contractor shall consult with the requesting provider for medical services when appropriate.
d. Any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, shall be made by an individual who has appropriate expertise in addressing the beneficiary's medical and behavioral health.
e. Notice of adverse benefit determination.
    i. The Contractor shall notify the requesting provider, and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The beneficiary's notice shall meet the requirements of 42 CFR §438.404.

vi. Standard authorization decisions.
    a. For standard authorization decisions, the Contractor shall provide notice as expeditiously as the beneficiary's condition requires, not to exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days when:
        i. The beneficiary, or the provider, requests extension.; or
        ii. The Contractor justifies (to the Department, upon request) a need for additional information and how the extension is in the beneficiary's interest.

vii. Expedited authorization decisions.
    a. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain

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maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires, and no later than 72 hours after receipt of the request for service.

b. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department, upon request) a need for additional information and how the extension is in the beneficiary's interest.

viii. Compensation for utilization management activities.

a. Consistent with 42 CFR §438.3(i) and 42 CFR §422.208, compensation to individuals or entities that conduct utilization management activities shall not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary.

5. **Provider Selection (42 CFR §438.214).**

i. The Contractor shall implement written policies and procedures for selection and retention of network providers and the implemented policies and procedures, at a minimum, meet the following requirements:

a. Credentialing and re-credentialing requirements.

i. The Contractor shall follow the state's established uniform credentialing and re-credentialing policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019.

ii. The Contractor shall follow a documented process for credentialing and re-credentialing of network providers.

b. Nondiscrimination.

i. The Contractor's network provider selection policies and procedures, consistent with 42 CFR §438.12, shall not discriminate against particular providers that serve high-risk

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populations or specialize in conditions that require costly treatment.

c. Excluded providers.
   i. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act.
d. Additional Department requirements.
   i. The Contractor shall comply with any additional requirements established by the Department.

6. **Confidentiality (42 CFR §438.224).**
   i. For medical records and any other health and enrollment information that identifies a particular beneficiary, the Contractor shall use and disclose such individually identifiable health information in accordance with the privacy requirements in 45 CFR parts 160 and 164, subparts A and E and 42 CFR Part 2, to the extent that these requirements are applicable.
7. **Grievance and Appeal Systems (42 CFR §438.228).**
   i. The Contractor shall have in effect, a grievance and appeal system that meets the requirements outlined in Article II.G of this Agreement.
   ii. The Contractor shall be responsible for issuing any Notice of Adverse Benefit Determination (NOABD) under 42 CFR Part 431, subpart E. The Department shall conduct random reviews of the Contractor and its providers and subcontractors to ensure that they are notifying beneficiaries in a timely manner.
8. **Subcontractual Relationships and Delegation (42 CFR §438.230).**
   i. The requirements of this section apply to any contract or written arrangement that the Contractor has with any subcontractor.
   ii. Notwithstanding any relationship(s) that Contractor may have with any subcontractor, the Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this Agreement.

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iii. All contracts or written arrangements between the Contractor and any subcontractor shall specify the following:

a. The delegated activities or obligations, and related reporting responsibilities, are specified in the contract or written agreement.

b. The subcontractor agrees to perform the delegated activities and reporting responsibilities specified in compliance with the Contractor's ~~contract~~**Agreement** obligations.

c. The contract or written arrangement shall either provide for revocation of the delegation of activities or obligations, or specify other remedies in instances where the Department or the Contractor determine that the subcontractor has not performed satisfactorily.

d. The subcontractor agrees to comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions.

e. The subcontractor agrees that—

i. The Department, CMS, the Health and Human Services (HHS) Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's Contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

ii. The subcontractor will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid beneficiaries.

iii. The Department, CMS, the HHS Inspector General, the Comptroller General, or their

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designees' right to audit the subcontractor will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

iv. If the Department, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

9. **Practice Guidelines (42 CFR §438.236).**
   i. The Contractor shall adopt practice guidelines that meet the following requirements:
      a. Are based on valid and reliable clinical evidence or a consensus of providers in the particular field.
      b. Consider the needs of the Contractor's beneficiaries.
      c. Are adopted in consultation with contracting health care professionals.
      d. Are reviewed and updated periodically as appropriate.
   ii. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries.
   iii. The Contractor shall ensure that all decisions for utilization management, beneficiary education, coverage of services, and other areas to which the guidelines apply are consistent with the guidelines.
10. **Health Information Systems (42 CFR §438.242).**
   i. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data and can achieve the objectives of this part. The systems shall provide information on areas including, but not limited to, utilization, claims, and grievances and appeals.
   ii. The Contractor shall comply with Section 6504(a) of the Affordable Care Act.
   iii. The Contractor shall collect data on beneficiary and provider characteristics as specified by the Department, and on all services furnished to beneficiaries through an encounter

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data system or other methods as may be specified by the Department.

iv. The Contractor shall ensure that data received from providers is accurate and complete by—
   a. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating.
   b. Screening the data for completeness, logic, and consistency.
   c. Collecting data from providers in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for Department Medicaid quality improvement and care coordination efforts.

v. The Contractor shall make all collected data available to the Department and upon request to CMS.

vi. The Contractor shall collect and maintain sufficient beneficiary encounter data to identify the provider who delivers any item(s) or service(s) to beneficiaries.

vii. The Contractor shall submit beneficiary encounter data to the Department, annually and upon request, as specified by CMS and the Department, based on program administration, oversight, and program integrity needs.

viii. The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under 42 CFR §438.818.

ix. The Contractor shall submit encounter data to the Department in standardized ASC X12N 837 and NCPDP formats, and the ASC X12N 835 format as appropriate.

F. Quality Measurement and Improvement External Quality Review

1. **Quality Assessment and Performance Improvement Program (PIP) (42 CFR §438.330).**

   i. The Contractor shall establish and implement an ongoing comprehensive quality assessment and performance improvement program for the services it furnishes to its beneficiaries.

   ii. After consulting with states and other stakeholders and providing public notice and opportunity to comment, CMS

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may specify performance measures and performance improvement projects (PIPs), which shall be included in the standard measures identified and PIPs required by the Department. The Department may request an exemption from including the performance measures or PIPs established under this section by submitting a written request to CMS explaining the basis for such request.

iii. The Contractor's comprehensive quality assessment and performance improvement program shall include at least the following elements:
   a. Performance improvement projects.
   b. Collection and submission of performance measurement.
   c. Mechanisms to detect both underutilization and overutilization of services.
   d. Mechanisms to assess the quality and appropriateness of care furnished to beneficiaries with special health care needs, as defined by the Department in the quality strategy under 42 CFR §438.340.

iv. The Department shall identify standard performance measures, including those performance measures that may be specified by CMS, relating to the performance of the Contractor.

v. Annually, the Contractor shall:
   a. Measure and report to the Department on its performance, using the standard measures required by the Department.
   b. Submit to the Department data, specified by the Department, which enables the Department to calculate Contractor's performance using the standard measures identified by the Department.
   c. Perform a combination of the activities described above.

vi. Performance improvement projects.
   a. The Contractor shall conduct performance improvement projects, including any performance

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improvement projects required by CMS that focus on both clinical and nonclinical areas.

b. Each performance improvement project shall be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction, and shall include the following elements:
   i. Measurement of performance using ~~required~~**objective** quality indicators.
   ii. Implementation of interventions to achieve improvement in the access to and quality of care.
   iii. Evaluation of the effectiveness of the interventions based on the performance measures.
   iv. Planning and initiation of activities for increasing or sustaining improvement.
c. The Contractor shall report the status and results of each project conducted to the Department as requested, but not less than once per year.

2. **Department Review of the Contractor's Accreditation Status (42 CFR §438.332).**
   i. The Contractor shall inform the Department if it has been accredited by a private independent accrediting entity. The Contractor is not required to obtain accreditation by a private independent accrediting entity.
   ii. If the Contractor has received accreditation by a private independent accrediting entity, then the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
      a. Accreditation status, survey type, and level (as applicable).
      b. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings.
      c. Expiration date of the accreditation.
   iii. The Department shall:

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a. Make the accreditation status for the Contractor available on the website required under 42 CFR §438.10(c)(3), including whether the Contractor has been accredited and, if applicable, the name of the accrediting entity, accreditation program, and accreditation level.
b. Update this information at least annually.

G. Grievance and Appeal System

1. General Requirements (42 CFR §438.402).

i. The Contractor shall have a grievance and appeal system in place for beneficiaries.
ii. The Contractor shall have only one level of appeal for beneficiaries.
iii. Filing requirements:
a. Authority to file.
i. A beneficiary may file a grievance and request an appeal with the Contractor. A beneficiary may request a state fair hearing after receiving notice under 42 CFR §438.408 that the adverse benefit determination is upheld.
1. In the case that the Contractor fails to adhere to the notice and timing requirements in 42 CFR §438.408, the beneficiary is deemed to have exhausted the Contractor's appeals process. The beneficiary may initiate a state fair hearing.
2. The Department may offer and arrange for an external medical review if the following conditions are met.
a. The review shall be at the beneficiary's option and shall not be required before, or used as a deterrent to, proceeding to the state fair hearing.
b. The review shall be independent of both the Department and the Contractor.

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c. The review shall be offered without any cost to the beneficiary.
d. The review shall not extend any of the timeframes specified in 42 CFR §438.408 and shall not disrupt the continuation of benefits in 42 CFR §438.420.

ii. With the written consent of the beneficiary, a provider or an authorized representative may request an appeal or file a grievance, or request a state fair hearing, on behalf of a beneficiary, with the exception that providers cannot request continuation of benefits as specified in 42 CFR §438.420(b)(5).

b. Timing:
   i. Grievance:
      1. The beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, may file a grievance with the Contractor at any time.
   ii. Appeal:
      1. The Contractor shall allow the beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, to file a request for an appeal to the Contractor within 60 calendar days from the date on the adverse benefit determination notice.

c. Procedures:
   i. Grievance:
      1. The beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, may file a grievance either orally or in writing and, as determined by

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the Department, either with the Department or with the Contractor.

ii. Appeal:

1. The beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, may request an appeal either orally or in writing. Further, unless an expedited resolution is requested, an oral appeal shall be followed by a written, signed appeal.

2. **Timely and Adequate Notice of Adverse Benefit Determination (42 CFR §438.404).**

i. Notice.

a. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination, in writing, consistent with the requirements below and in 42 CFR §438.10.

ii. Content of notice.

a. The notice shall explain the following:

i. The adverse benefit determination the Contractor has made or intends to make.

ii. The reasons for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary's adverse benefit determination. Such information includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits.

iii. The beneficiary's right to request an appeal of the Contractor's adverse benefit determination, including information on exhausting the Contractor's one level of appeal described at 42 CFR §438.402(b) and the right to request a

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state fair hearing consistent with 42 CFR §438.402(c).

iv. The procedures for exercising these appeal rights.

v. The circumstances under which an appeal process can be expedited and how to request it.

vi. The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances, consistent with state policy, under which the beneficiary may be required to pay the costs of these services.

III. Timing of notice.

a. The Contractor shall mail the notice within the following timeframes:

i. At least 10 days before the date of the adverse benefit determination, when the adverse benefit determination is a termination, suspension, or reduction of previously authorized Medicaid-covered services.

ii. For denial of payment, at the time of any adverse benefit determination affecting the claim.

iii. As**For standard authorization decisions that deny or limit services, as** expeditiously, as the beneficiary's condition requires within state-established timeframes that shall not exceed 14 calendar days following receipt of the request for service~~, for standard authorization decisions that deny or limit services~~.

1. The Contractor shall be allowed to extend the 14 calendar day NOABD timeframe for standard authorization decisions that deny or limit services up to 14 additional calendar days if the

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beneficiary or the provider requests an extension.

2. The Contractor shall be allowed to extend the 14 calendar day NOABD timeframe for standard authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need (to the Department, upon request) for additional information and shows how the extension is in the beneficiary's best interest. Consistent with 42 CFR §438.210(d)(1)(ii), the Contractor shall:
   a. Give the beneficiary written notice of the reason for the decision to extend the timeframe and inform the beneficiary of the right to file a grievance if he or she disagrees with that decision.
   b. Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires.

iv. For service authorization decisions not reached within the timeframes specified in 42 CFR §438.210(d) (which constitutes a denial and is thus an adverse benefit determination), on the date that the timeframes expire.

v. For expedited service authorization decisions, within the timeframes specified in 42 CFR §438.210(d)(2).

b. The Contractor shall be allowed to mail the NOABD as few as five days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and the facts have been verified, if possible, through secondary sources.

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Exhibit A, Attachment I A2
Program Specifications

c. The Contractor shall mail the NOABD by the date of the action when any of the following occur:
   i. The recipient has died.
   ii. The beneficiary submits a signed written statement requesting service termination.
   iii. The beneficiary submits a signed written statement including information that requires service termination or reduction and indicates that he understands that service termination or reduction will result.
   iv. The beneficiary has been admitted to an institution where he or she is ineligible under the plan for further services.
   v. The beneficiary's address is determined unknown based on returned mail with no forwarding address.
   vi. The beneficiary is accepted for Medicaid services by another local jurisdiction, state, territory, or commonwealth.
   vii. A change in the level of medical care is prescribed by the beneficiary's physician.
   viii. The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act.
   ix. The transfer or discharge from a facility will occur in an expedited fashion.

3. **Discrimination Grievances (45 CFR § 92.7; WIC §14029.91(e)(4))**
   i. **For Discrimination Grievances, the Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.**
   ii. **The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The**

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Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

~~3.~~ 4. **Handling of Grievances and Appeals (42 CFR §438.406).**

i. In handling grievances and appeals, the Contractor shall give beneficiaries any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal. This includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.

ii. The Contractor's process for handling beneficiary grievances and appeals of adverse benefit determinations shall:

a. Acknowledge receipt of each grievance and appeal within five calendar days.

b. Ensure that the individuals who make decisions on grievances and appeals are individuals—

i. Who, were neither involved in any previous level of review or decision-making nor a subordinate of any such individual.

ii. Who, if deciding any of the following, are individuals who have the appropriate clinical expertise, as determined by the Department, in treating the beneficiary's condition or disease.

1. An appeal of a denial that is based on lack of medical necessity.
2. A grievance regarding denial of expedited resolution of an appeal.
3. A grievance or appeal that involves clinical issues.

iii. Who, take into account all comments, documents, records, and other information submitted by the beneficiary or their representative without regard to whether such information was submitted or considered in the initial adverse benefit determination.

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c. Provide that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals (to establish the earliest possible filing date for the appeal) and shall be confirmed in writing, unless the beneficiary or the provider requests expedited resolution.
d. Provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor shall inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals as specified in 42 CFR §438.408(b) and (c) in the case of expedited resolution.
e. Provide the beneficiary and his or her representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. This information shall be provided free of charge and sufficiently in advance of the resolution timeframe for appeals as specified in 42 CFR §438.408(b) and (c).
f. Include, as parties to the appeal:
    i. The beneficiary and his or her representative.
    ii. The legal representative of a deceased beneficiary's estate.

~~4.~~ 5. **Resolution and Notification: Grievances and Appeals (42 CFR §438.408).**

i. The Contractor shall resolve each grievance and appeal, and provide notice, as expeditiously as the beneficiary's health condition requires, within the following timeframes:
    a. Standard resolution of grievances: 90 calendar days from the day the Contractor receives the grievance.
    b. Standard resolution of appeals: 30 calendar days from the day the Contractor receives the appeal. This

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timeframe may be extended in the manner described below.

c. Expedited resolution of appeals: 72 hours after the Contractor receives the appeal. This timeframe may be extended under in the manner described below.

ii. Extension of timeframes.

a. The Contractor may extend the timeframes for standard and expedited resolution of grievances and appeals by up to 14 calendar days if:

i. The beneficiary requests the extension; or

ii. The Contractor shows (to the satisfaction of the Department, upon its request) that there is need for additional information and how the delay is in the beneficiary's interest.

iii. If the Contractor extends the timeframes not at the request of the beneficiary, it shall complete all of the following:

a. Make reasonable efforts to give the beneficiary prompt oral notice of the delay.

b. Within two calendar days, give the beneficiary written notice of the reason for the decision to extend the timeframe and inform the beneficiary of the right to file a grievance if he or she disagrees with that decision.

c. Resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires.

iv. If the Contractor fails to adhere to the notice and timing requirements in this section, the beneficiary is deemed to have exhausted the Contractor's appeals process. The beneficiary may initiate a state fair hearing.

v. Format of notice:

a. Grievances.

i. The Contractor shall notify the beneficiary of the resolution of a grievance and ensure that such methods meet, at a minimum, the standards described at 42 CFR §438.10.

b. Appeals.

i. For all appeals, the Contractor shall provide written notice of resolution in a format and

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language that, at a minimum, meet the standards described at 42 CFR §438.10.

ii. For notice of an expedited resolution, the Contractor shall also make reasonable efforts to provide oral notice.

vi. The written notice of the resolution shall include the following:

a. The results of the resolution process and the date it was completed.

b. For appeals not resolved wholly in favor of the beneficiaries—

i. The right to request a state fair hearing.

ii. How to make the request a state fair hearing.

iii. The right to request and receive benefits, while the hearing is pending and how to make the request.

iv. That the beneficiary may, consistent with state policy, be held liable for the cost of those benefits if the hearing decision upholds the Contractor's adverse benefit determination.

vii. Requirements for state fair hearings—

a. A beneficiary may request a state fair hearing only after receiving notice that the Contractor is upholding the adverse benefit determination.

b. If the Contractor fails to adhere to the notice and timing requirements in 42 CFR §438.408, then the beneficiary is deemed to have exhausted the Contractor's appeals process. The beneficiary may initiate a state fair hearing.

c. The Department shall offer and arrange for an external medical review when the following conditions are met:

i. The review shall be at the beneficiary's request and shall not be required before, or used as a deterrent to, proceeding to the state fair hearing

ii. The review shall be independent of both the Department and the Contractor.

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iii. The review shall be offered without any cost to the beneficiary.

iv. The review shall not extend any of the timeframes specified in 42 CFR §438.408 and shall not disrupt the continuation of benefits in 42 CFR §438.420.

d. State fair hearing.

i. The beneficiary shall request a state fair hearing no later than 120 calendar days from the date of the Contractor's Notice of Appeal Resolution.

ii. The parties to the state fair hearing include the Contractor, as well as the beneficiary and his or her representative or the representative of a deceased beneficiary's estate.

5. 6. Expedited Resolution of Appeals (42 CFR §438.410).

i. The Contractor shall establish and maintain an expedited review process for appeals when the Contractor determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary's behalf or supporting the beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the beneficiary's life, physical or mental health, or ability to attain, maintain, or regain maximum function.

ii. The Contractor shall ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's appeal.

iii. If the Contractor denies a request for expedited resolution of an appeal, it shall:

a. Transfer the appeal to the timeframe for standard resolution in accordance with 42 CFR §438.408(b)(2).

b. Follow the requirements in 42 CFR §438.408(c)(2).

6. 7. Information About the Grievance and Appeal System to Providers and Subcontractors (42 CFR §438.414).

i. The Contractor shall provide the information specified in 42 CFR §438.10(g)(2)(xi) about the grievance and appeal system to all providers and subcontractors at the time they enter into a contract.

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7. 8. Recordkeeping Requirements (42 CFR §438.416).

i. The Contractor shall maintain records of grievances and appeals and shall review the information as part of its ongoing monitoring procedures, as well as for updates and revisions to the Department quality strategy.

ii. The record of each grievance or appeal shall contain, at a minimum, all of the following information:

a. A general description of the reason for the appeal or grievance.
b. The date received.
c. The date of each review or, if applicable, review meeting.
d. Resolution at each level of the appeal or grievance, if applicable.
e. Date of resolution at each level, if applicable.
f. Name of the covered person for whom the appeal or grievance was filed.

iii. The record shall be accurately maintained in a manner accessible to the Department and available upon request to CMS.

8. 9. Continuation of Benefits While the Contractor's Appeal and the State Fair Hearing Are Pending (42 CFR §438.420).

i. Timely files mean files for continuation of benefits on or before the later of the following:

a. Within 10 calendar days of Contractor sending the NOABD.
b. The intended effective date of the Contractor's proposed adverse benefit determination.

ii. The Contractor shall continue the beneficiary's benefits if all of the following occur:

a. The beneficiary files the request for an appeal timely in accordance with 42 CFR §438.402(c)(1)(ii) and (c)(2)(ii).
b. The appeal involves the termination, suspension, or reduction of previously authorized services.
c. An authorized provider ordered the services.
d. The period covered by the original authorization has not expired.

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e. The beneficiary timely files for continuation of benefits.

iii. At the beneficiary's request, the Contractor shall continue or reinstate the beneficiary's benefits while the appeal or state fair hearing is pending, the benefits shall be continued until one of following occurs:

a. The beneficiary withdraws the appeal or request for state fair hearing.

b. The beneficiary fails to request a state fair hearing and continuation of benefits within 10 calendar days after the Contractor sends the notice of an adverse resolution to the beneficiary's appeal under 42 CFR §438.408(d)(2).

c. A state fair hearing officer issues a hearing decision adverse to the beneficiary.

iv. If the final resolution of the appeal or state fair hearing is adverse to the beneficiary, that is, upholds the Contractor's adverse benefit determination, the Contractor may, consistent with the Department's usual policy on recoveries under 42 CFR §431.230(b) and as specified in ~~the Contractor's contract~~**this Agreement**, recover the cost of services furnished to the beneficiary while the appeal and state fair hearing was pending, to the extent that they were furnished solely because of the requirements of this section.

9. 10. **Effectuation of Reversed Appeal Resolutions (42 CFR §438.424).**

i. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires (but no later than 72 hours from the date it receives notice reversing the determination) if the services were not furnished while the appeal was pending and if the Contractor or state fair hearing officer reverses a decision to deny, limit, or delay services.

ii. The Contractor shall pay for disputed services received by the beneficiary while the appeal ~~was~~**is** pending, unless state policy and regulations provide for the state to cover the cost of such services, when the Contractor or state fair hearing

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officer reverses a decision to deny authorization of the services.

H. Additional Program Integrity Safeguards

1. Basic Rule (42 CFR §438.600).

i. As a condition for receiving payment under a Medicaid managed care program, the Contractor shall comply with the requirements in 42 CFR §§438.604, 438.606, 438.608 and 438.610, as applicable and as outlined below.

2. State Responsibilities (42 CFR §438.602).

i. Monitoring Contractor compliance.

a. Consistent with 42 CFR §438.66, the Department shall monitor the Contractor's compliance, as applicable, with 42 CFR §§438.604, 438.606, 438.608, 438.610, 438.230, 438.808, 438.900 et seq.

ii. Screening, enrollment, and revalidation of providers.

a. The Department shall screen and enroll, and revalidate every five years, all of the Contactor's network providers, in accordance with the requirements of 42 CFR, Part 455, Subparts B and E. This provision does not require the network provider to render services to FFS beneficiaries.

iii. Ownership and control information.

a. The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 CFR §438.608(c).

Iv. Federal database checks.

a. Consistent with the requirements in 42 CFR §455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM),

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and any other databases as the state or Secretary may prescribe. These databases shall be consulted upon contracting and no less frequently than monthly thereafter. If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 CFR §438.610(c).

v. **Periodic audits.**
   a. The Department shall periodically, but no less frequently than once every three years, conduct, or contract for the conduct of, an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor.

vi. **Whistleblowers.**
   a. The Department shall receive and investigate information from whistleblowers relating to the integrity of the Contractor, subcontractors, or network providers receiving Federal funds under 42 CFR, Part 438.

vii. **Transparency.**
   a. The Department shall post on its website, as required in 42 CFR §438.10(c)(3), the following documents and reports:
      i. This Agreement.
      ii. The data at 42 CFR §438.604(a)(5).
      iii. The name and title of individuals included in 42 CFR §438.604(a)(6).
      iv. The results of any audits performed pursuant Article II, Section H, Paragraph (v) of this Agreement.

viii. **Contracting integrity.**
   a. The Department shall have in place conflict of interest safeguards described in 42 CFR §438.58 and shall comply with the requirement described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent Contractors.

ix. **Entities located outside of the U.S.**

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a. The Department shall ensure that the Contractor is not located outside of the United States and that no claims paid by the Contractor to a network provider, out-of-network provider, subcontractor, or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

3. **Data, Information, and Documentation that shall be submitted (42 CFR §438.604).**
   i. The Contractor shall submit to the Department the following data:
      a. Encounter data in the form and manner described in 42 CFR §438.818.
      b. Documentation described in 42 CFR §438.207(b) on which the Department bases its certification that the Contractor has complied with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as set forth in 42 CFR §438.206.
      c. Information on ownership and control described in 42 CFR §455.104 from the Contractor's subcontractors as governed by 42 CFR §438.230.
      d. The annual report of overpayment recoveries as required in 42 CFR §438.608(d)(3).
   ii. In addition to the data, documentation, or information above, the Contractor shall submit any other data, documentation, or information relating to the performance of the Contractor's program integrity safeguard obligations required by the Department or the Secretary.
4. **Source, Content, and Timing of Certification (42 CFR §438.606).**
   i. The data, documentation, or information specified in 42 CFR §438.604, shall be certified by either the Contractor's Chief Executive Officer, Chief Financial Officer, or an individual who reports directly to the Chief Executive Officer or Chief Financial Officer with delegated authority to sign for the Chief Executive Officer or Chief Financial Officer so that the

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Chief Executive Officer or Chief Financial Officer is ultimately responsible for the certification.

ii. The certification shall attest that, based on best information, knowledge, and belief, the data, documentation, and information specified in 42 CFR §438.604 is accurate, complete, and truthful.

iii. The Contractor shall submit the certification concurrently with the submission of the data, documentation, or information required in 42 CFR §438.604(a) and (b).

5. **Program Integrity Requirements (42 CFR §438.608).**

i. The Contractor, and its subcontractors to the extent that the subcontractors are delegated responsibility by the Contractor for coverage of services and payment of claims under this Agreement, shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse.

ii. The arrangements or procedures shall include the following:

a. A compliance program that includes, at a minimum, all of the following elements:

i. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.

ii. The designation of a Compliance Officer who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the **County** Behavioral Health Director and the Board of Supervisors.

iii. The establishment of a Regulatory Compliance Committee on the Board of Supervisors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this ~~Contract~~**Agreement**.

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iv. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the Federal and state standards and requirements under this ~~Contract~~**Agreement**.

v. Effective lines of communication between the compliance officer and the organization's employees.

vi. Enforcement of standards through well-publicized disciplinary guidelines.

vii. Establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement.

b. Provision for prompt reporting of all overpayments identified or recovered, specifying the overpayments due to potential fraud, to the Department.

c. Provision for prompt notification to the Department when it receives information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including all of the following:
   i. Changes in the beneficiary's residence.
   ii. The death of a beneficiary.

d. Provision for notification to the Department when it receives information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care

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program, including the termination of the provider agreement with the Contractor.

e. Provision for a method to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis.

f. If the Contractor makes or receives annual payments under this Agreement of at least $5,000,000, provision for written policies for all employees of the entity, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers

g. Provision for the prompt referral of any potential fraud, waste, or abuse that the Contractor identifies to the Department Medicaid program integrity unit or any potential fraud directly to the State Medicaid Fraud Control Unit.

h. Provision for the Contractor's suspension of payments to a network provider for which the Department determines there is a credible allegation of fraud in accordance with 42 CFR §455.23.

iii. The Contractor shall ensure that all network providers are enrolled with the Department as Medicaid providers consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E. This provision does not require the network provider to render services to FFS beneficiaries.

iv. The Contractor and all its subcontractors shall provide reports to the Department within 60 calendar days when it has identified payments in excess of amounts specified in this Contract.

v. Treatment of recoveries made by the Contractor of overpayments to providers.

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Exhibit A, Attachment I A2
Program Specifications

a. The Contractor shall specify in accordance with this Exhibit A, Attachment I and Exhibit B of this Agreement:
   i. The retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.
   ii. The process, timeframes, and documentation required for reporting the recovery of all overpayments.
   iii. The process, timeframes, and documentation required for payment of recoveries of overpayments to the state in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments.
   iv. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations.
b. The Contractor shall have a mechanism for a network provider to report to the Contractor when it has received an overpayment, to return the overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, and to notify the Contractor in writing of the reason for the overpayment.
c. The Contractor shall annually report to the Department on their recoveries of overpayments.

6. **Prohibited Affiliations (42 CFR §438.610).**
   I. The Contractor and its subcontractors shall not knowingly have a relationship of the type described in paragraph (iii) of this subsection with the following:
      a. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549

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or under guidelines implementing Executive Order No. 12549.

b. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in paragraph (a)(1) of this section.

ii. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Act.

iii. The relationships described in paragraph (i) of this section, are as follows:

a. A director, officer, or partner of the Contractor.

b. A subcontractor of the Contractor, as governed by 42 CFR §438.230.

c. A person with beneficial ownership of five percent or more of the Contractor's equity.

d. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement.

iv. If the Department finds that the Contractor is not in compliance, the Department:

a. Shall notify the Secretary of the noncompliance.

b. May continue an existing ~~agreement~~**Agreement** with the Contractor unless the Secretary directs otherwise.

c. May not renew or otherwise extend the duration of an existing ~~agreement~~**Agreement** with the Contractor unless the Secretary provides to the state and to Congress a written statement describing compelling reasons that exist for renewing or extending the ~~agreement~~**Agreement** despite the prohibited affiliations.

d. Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

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v. The Contractor shall provide the Department with written disclosure of any prohibited affiliation under this section by the Contractor or any of its subcontractors.

7. **Disclosures on Information and Ownerships Control (42 CFR §455.104)**
   i. The Contractor and its subcontractors shall provide the following disclosures through the DMC certification process described in Article III.J:
      a. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities must includo as applicable primary business address, every business location, and P.O. Box address.
      b. Date of birth and Social Security Number (in the case of an individual).
      c. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five percent or more interest.
      d. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
      e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

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f. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

ii. Disclosures are due at any of the following times:
   a. Upon the Contractor submitting the proposal in accordance with the Department's procurement process.
   b. Upon the Contractor executing this ~~contract~~**Agreement** with the Department.
   c. Upon renewal or extension of this ~~contract~~Agreement.
   d. Within 35 days after any change in ownership of the Contractor.

iii. The Contractor shall provide all disclosures to the Department.

iv. Federal financial participation (FFP) shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section.

v. For the purposes of this section "person with an ownership or control interest" means a person or corporation that -
   a. Has an ownership interest totaling five percent or more in a disclosing entity.
   b. Has an indirect ownership interest equal to five percent or more in a disclosing entity.
   c. Has a combination of direct and indirect ownership interests equal to five percent or more in a disclosing entity.
   d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least five percent of the value of the property or assets of the disclosing entity.
   e. Is an officer or director of a disclosing entity that is organized as a corporation.
   f. Is a partner in a disclosing entity that is organized as a partnership.

I. Conditions for ~~Federal Financial Participation~~ (FFP)

1. Costs under this Nonrisk Contract (42 CFR §438.812).

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a. The amount the Department pays for the furnishing of medical services to eligible beneficiaries is a medical assistance cost.
b. The amount the Department pays for the Contractor's performance of other functions is an administrative cost.

J. **Parity in Mental Health and Substance Use Disorder Benefits (42 CFR §438.900 et seq.)**

1. **General Parity Requirement**

i. To ensure compliance with the parity requirements set forth in 42 CFR §438.900 et seq., the Contractor shall not impose, or allow any of its subcontractors to impose, any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in this Agreement.

ii. The Contractor shall not apply any financial requirement or treatment limitation to substance use disorder services in any classification of benefit that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification of benefit furnished to beneficiaries (whether or not the benefits are furnished by the Contractor). (42 CFR 438.910(b)(1))

iii. The Contractor shall provide substance use disorder services to beneficiaries in every classification in which medical/surgical benefits are provided. (42 CFR 438.910(b)(2))

2. **Quantitative Limitations**

i. The Contractor shall not apply any cumulative financial requirement for substance use disorder services in a classification that accumulates separately from any established for medical/surgical services in the same classification. (42 CFR 438.910(c)(3))

3. **Non-Quantitative Limitations**

i. The Contractor shall not impose a non-quantitative treatment limitation for substance use disorder benefits in any

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classification unless, under the policies and procedures of the Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the non-quantitative treatment limitation to substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification. (42 CFR §438.910(d))

ii. The Contractor shall use processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for substance use disorder services that are comparable to, and applied no more stringently than, the processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for medical/surgical benefits. (42 CFR §438.910(d)(3))

III. Program Specifications

A. Provision of Services

1. Provider Specifications

i. The following requirements shall apply to the Contractor, the provider, and the provider staff:

a. Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include:

i. Physician
ii. Nurse Practitioners
iii. Physician Assistants
iv. Registered Nurses
v. Registered Pharmacists
vi. Licensed Clinical Psychologists
vii. Licensed Clinical Social Worker
viii. Licensed Professional Clinical Counselor
ix. Licensed Marriage and Family Therapists

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x. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

ii. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

iii. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

iv. Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.

v. Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

vi. Registered and certified SUD counselors shall adhere to all requirements in CCR Title 9, ~~Chapter 8~~ §13000 et seq.

2. **Services for Adolescents and Youth**

i. Assessment and services for adolescents will follow the American Society of Addiction Medicine (ASAM) adolescent treatment criteria.

B. Organized Delivery System (ODS) Timely Coverage

1. Non-Discrimination - Member Discrimination Prohibition

i. Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction in accordance with this Agreement. Contractor shall take affirmative action to ensure that beneficiaries are provided covered services and will not discriminate against individuals eligible to enroll under the laws of the United States and the State of California. Contractor shall not unlawfully discriminate against any person pursuant to:

a. Title VI of the Civil Rights Act of 1964.
b. Title IX of the Education Amendments of 1972 (regarding education and programs and activities).
c. The Age Discrimination Act of 1975.
d. The Rehabilitation Act of 1973.
e. The Americans with Disabilities Act.

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2. DMC-ODS services shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in this opt-in County. Determination of who may receive the DMC-ODS benefits shall be performed in accordance with DMC-ODS Special Terms and Conditions (STC) 132(d), Article II.E.4 of this Agreement, and as follows:
   i. The Contractor or its subcontracted provider shall verify the Medicaid eligibility determination of an individual. When the subcontracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services. If the individual is eligible to receive services from tribal health programs operating under the Indian Self-Determination **and** Education Assistance Act **of 1975** (ISDEAA), then the determination shall be conducted as set forth in the Tribal Delivery System - Attachment BB to the STCs.
   ii. All beneficiaries shall meet the following medical necessity criteria:
      a. The individual shall have received a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders or be assessed to be at risk for developing substance use disorder (for youth under 21).
      b. The individual shall meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria.
      c. For beneficiaries in treatment prior to implementation of the DMC-ODS, the provider must conduct an ASAM assessment by the due date of the next updated treatment plan or continuing services justification, whichever occurs first.
         i. If the assessment determines a different level of care, the provider shall refer the beneficiary to the appropriate level of care.

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iii. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements.

iv. In addition to Article III.B.2.ii, the initial medical necessity determination, for an individual to receive a DMC-ODS benefit, shall be performed by a Medical Director or an LPHA. The**If a beneficiary's assessment and intake information are completed by a counselor through a face-to-face review or telehealth, the** Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information ~~if completed by a counselor through a face-to-face review or telehealth~~ with the counselor to establish ~~a~~**whether that** beneficiary meets medical necessity criteria. ~~After establishing a diagnosis and documenting the basis for diagnosis, the~~ **The** ASAM Criteria shall be applied to determine placement into the level of assessed services.

v. For an individual to receive ongoing DMC-ODS services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least every six months through the reauthorization process and document their determination that those services are still clinically appropriate for that individual. For an individual to receive ongoing Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification ~~at least~~**within two years from admission and** annually **thereafter** through the reauthorization process and determine that those services are still clinically appropriate for that individual.

C. **Covered Services**

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Exhibit A, Attachment I A2
Program Specifications

1. In addition to the coverage and authorization of services requirements set forth in Article II.E.4 of this Agreement, the Contractor shall:
   - i. Identify, define, and specify the amount, duration, and scope of each medically necessary service that the Contractor is required to offer.
   - ii. Require that the medically necessary services identified be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230.
   - iii. Specify the extent to which the Contractor is responsible for covering medically necessary services related to the following:
     a. The prevention, diagnosis, and treatment of health impairments.
     b. The ability to achieve age-appropriate growth and development.
     c. The ability to attain, maintain, or regain functional capacity.
2. The Contractor shall deliver the DMC-ODS Covered Services within a continuum of care as defined in the ASAM criteria.
3. Mandatory DMC-ODS Covered Services include:
   - I. Withdrawal Management (minimum one level)
   - ii. Intensive Outpatient
   - iii. Outpatient
   - Iv. Opioid (Narcotic) Treatment Programs
   - v. Recovery Services
   - vi. Case Management
   - vii. Physician Consultation
   - viii. Perinatal Residential Treatment Services (excluding room and board)
     a. Room and board shall not be a covered expenditure under the DMC-ODS. Room and board may be paid with funding sources unrelated to the DMC-ODS.
   - ix. Non-perinatal Residential Treatment Services (excluding room and board)

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a. Room and board shall not be a covered expenditure under the DMC-ODS. Room and board may be paid with funding sources unrelated to DMC-ODS.

4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
5. Contractor shall comply with federal and state mandates to provide SUD treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) adolescents under age 21 who are eligible under the EPSDT Program.

D. Financing

1. **Payment for Services**

i. For claiming Federal Financial Participation (FFP), the Contractor shall certify the total allowable expenditures incurred in providing the DMC-ODS services provided either through Contractor operated providers, contracted fee-for-service providers or contracted managed care plans.

ii. **The Contractor shall attest to the accuracy, completeness, and truthfulness of claims and payment data, under penalty of perjury.**

~~ii.~~ iii. DHCS shall establish a ~~Center for~~ Medicare ~~and Medicaid Services~~ (CMS) approved Certified Public Expenditure (CPE) protocol before FFP associated with DMC-ODS services is made available to DHCS. This DHCS approved CPE protocol (Attachment AA of the STCs) shall explain the process DHCS shall use to determine costs incurred by the counties under this demonstration.

~~iii.~~ iv. The Contractor shall only provide State Plan DMC services until DHCS and CMS approve of this Agreement and the approved Agreement is executed by the Contractor's County Board of Supervisors. During this time, State Plan DMC services shall be reimbursed pursuant to the State Plan reimbursement methodologies.

~~iv.~~ v. Pursuant to Title 42 CFR 433.138 and 22 CCR 51005(a), if a beneficiary has Other Health Coverage (OHC), then the Contractor shall bill that OHC prior to billing DMC to receive

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either payment from the OHC, or a notice of denial from the OHC indicating that:

a. The recipient's OHC coverage has been exhausted, or

b. The specific service is not a benefit of the OHC.

~~v.~~ vi. If the Contractor submits a claim to an OHC and receives partial payment of the claim, the Contractor may submit the claim to DMC and is eligible to receive payment up to the maximum DMC rate for the service, less the amount of the payment made by the OHC.

2. Rate Setting

i. The Contractor shall propose county-specific fee-for-service (FFS) provider rates for all modalities except the OTP/NTP modality. DHCS shall approve or deny those proposed rates to determine if the rates are sufficient to ensure access to available DMC-ODS services.

a. If DHCS denies the Contractor's proposed rates, the Contractor shall have an opportunity to adjust the rates and resubmit them to DHCS to determine if the adjusted rates are sufficient to ensure access to available DMC-ODS services. The Contractor shall receive DHCS approval of its rates prior to providing any covered DMC-ODS program services.

ii. ~~The~~ DHCS Rate Setting Work ~~Group~~, pursuant to the process set forth in WIC 14021.51 shall set the OTP/NTP reimbursement rate. The Contractor shall reimburse all OTP/NTP providers at this rate.

~~a. The Contractor shall ensure that all of its contracted OTP/NTP providers provide it with financial data on an annual basis. The Contractor shall collect and submit this data to the DHCS Rates Setting Work Group upon its request for the purpose of setting the OTP/NTP rates after the expiration of the DMC-ODS.~~

~~i. The DHCS Rates Setting Workgroup shall propose a recommended format for this annual financial data and DHCS shall approve a final format.~~

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iii. Pursuant to WIC 14124.24(h), the Contractor shall ~~not~~ require OTP/NTP providers to submit cost reports to ~~the Contractor for the purpose of cost settlement~~ DHCS.

E. Availability of Services

1. In addition to the availability of services requirements set forth in Article II.E.1 of this Agreement, the Contractor shall:
   i. Consider the number and types (in terms of training, experience, and specialization) of providers required to ensure the availability and accessibility of medically necessary services.
   ii. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors, and that is sufficient to provide its beneficiaries with adequate access to all services covered under this Agreement.
   iii. In establishing and monitoring the network, document the following:
      a. The anticipated number of Medi-Cal eligible beneficiaries.
      b. The expected utilization of services, taking into account the characteristics and SUD treatment needs of beneficiaries.
      c. The expected number and types of providers in terms of training and experience needed to meet expected utilization.
      d. The number of network providers who are not accepting new beneficiaries.
      e. The geographic location of providers and their accessibility to beneficiaries, considering distance, travel time, means of transportation ordinarily used by Medi-Cal beneficiaries, and physical access for disabled beneficiaries.

F. Access to Services

1. Subject to DHCS provider enrollment certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC certified providers. Such services shall not be limited due to budgetary constraints.

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2. When a beneficiary makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
3. In addition to the coverage and authorization of service requirements set forth in Article II.E.4 of this Agreement, the Contractor shall:
   - **i.** Authorize DMC-ODS services in accordance with the medical necessity requirements specified in Title 22, Section 51303 and the coverage provisions of the approved State Medi-Cal Plan.
   - **ii.** ~~If services are denied, inform~~**Inform** the beneficiary in accordance with Article II.G.2 of this Agreement **If services are denied**.
   - **iii.** Provide prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider.
     a. Prior authorization is prohibited for non-residential DMC-ODS services.
     b. The Contractor's prior authorization process shall comply with the parity requirements set forth in 42 CFR §438.910(d).
   - **iv.** Review the DSM and ASAM Criteria documentation to ensure that the beneficiary meets the requirements for the service.
   - **v.** Have written policies and procedures for processing requests for initial and continuing authorization of services.
   - **vi.** Have a mechanism in place to ensure that there is consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate.
   - **vii.** Track the number, percentage of denied, and timeliness of requests for authorization for all DMC-ODS services that are submitted, processed, approved, and denied.

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viii. Pursuant to 42 CFR 438.3(l), allow each beneficiary to choose his or her health professional to the extent possible and appropriate.

ix. Require that treatment programs are accessible to people with disabilities in accordance with ~~Title 45, Code of Federal Regulations (hereinafter referred to as CFR),~~**CFR Title 45,** Part 84 and the Americans with Disabilities Act.

x. Have a 24/7 toll free number for prospective beneficiaries to call to access DMC-ODS services and make oral interpretation services available for beneficiaries, as needed.

xi. Must guarantee that it will not avoid costs for services covered in this Agreement by referring enrollees to publicly supported health care resources.

4. Covered services, whether provided directly by the Contractor or through subcontractor with DMC certified and enrolled programs, shall be provided to beneficiaries in the following manner:
   i. DMC-ODS services approved through the Special Terms and Conditions shall be available to all beneficiaries that reside in the ODS County and enrolled in the ODS Plan.
   ii. Access to State Plan services shall remain at the current, pre-implementation level or expand upon implementation.

G. **Coordination of Care**

1. In addition to meeting the coordination and continuity of care requirements set forth in Article II.E.3, the Contractor shall develop a care coordination plan that provides for seamless transitions of care for beneficiaries with the DMC-ODS system of care. Contractor is responsible for developing a structured approach to care coordination to ensure that beneficiaries successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.
2. In addition to specifying how beneficiaries will transition across levels of acute and short-term SUD care without gaps in treatment, the Contractor shall ensure that beneficiaries have access to recovery supports and services immediately after discharge or upon completion of an acute care stay, with the goal of sustained engagement and long-term retention in SUD and behavioral health treatment.

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3. Contractor shall enter into a Memorandum Of Understanding (MOU) with any Medi-Cal managed care plan that enrolls beneficiaries served by the DMC-ODS. This requirement may be met through an amendment to the Specialty Mental Health Managed Care Plan MOU.
   i. The following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:
      a. Comprehensive substance use, physical, and mental health screening.
      b. Beneficiary engagement and participation in an integrated care program as needed.
      c. Shared development of care plans by the beneficiary, caregivers, and all providers.
      d. Collaborative treatment planning with managed care.
      e. Delineation of case management responsibilities.
      f. A process for resolving disputes between the Contractor and the Medi-Cal managed care plan that includes a means for beneficiaries to receive medically necessary services while the disputo is being resolved.
      g. Availability of clinical consultation, including consultation on medications.
      h. Care coordination and effective communication among providers including procedures for exchanges of medical information.
      i. Navigation support for patients and caregivers.
      j. Facilitation and tracking of referrals between systems including bidirectional referral protocol.

H. **Authorization of Services – Residential Programs**

1. The Contractor shall implement residential treatment program standards that comply with the authorization of services requirements set forth in Article II.E.4 and shall:
   i. Establish, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services for residential programs.
   ii. Ensure that residential services are provided in DHCS or Department of Social Services (DSS) licensed residential

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facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

iii. Ensure that residential services may be provided in facilities with no bed capacity limit.

iv. Ensure that the length of residential services comply with the following time restrictions:

a. Adults, ages 21 and over, may receive up to two non-continuous short-term residential regimens per 365-day period. A short-term residential regimen is defined as one residential stay in a DHCS licensed facility for a maximum of 90 days per 365-day period.

i. An adult beneficiary may receive one 30-day extension, if that extension is medically necessary, per 365-day period.

b. Adolescents, under the age of 21, may receive up to two 30-day non-continuous regimens per 365-day period. Adolescent beneficiaries receiving residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of treatment.

i. Adolescent beneficiaries may receive a 30-day extension if that extension is determined to be medically necessary. Adolescent beneficiaries are limited to one extension per 365-day period.

c. Nothing in the DMC-ODS overrides any EPSDT requirements. EPSDT beneficiaries may receive a longer length of stay based on medical necessity.

d. If determined to be medically necessary, perinatal beneficiaries may receive a longer lengths of stay than those described above.

v. Ensure that at least one ASAM level of Residential Treatment Services is available to beneficiaries in the first year of implementation.

vi. Demonstrate ASAM levels of Residential Treatment Services (Levels 3.1-3.5) within three years of CMS approval of the county implementation plan and state-county Agreement and describe coordination for ASAM Levels 3.7 and 4.0.

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vii. Enumerate the mechanisms that the Contractor has in effect that ensure the consistent application of review criteria for authorization decisions, and require consultation with the requesting provider when appropriate.

viii. Require written notice to the beneficiary of any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in treating the beneficiary's condition or disease.

2. Pursuant to 42 CFR 431.201, the Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service.

I. **Provider Selection and Certification**

1. In addition to complying with the provider selection requirements set forth in Article II.E.5 and the provider discrimination prohibitions in Article II.B.3, the Contractor:

i. Shall have written policies and procedures for selection and retention of providers that are in compliance with the terms and conditions of this Agreement and applicable federal **and state** laws and regulations.

ii. Shall apply those policies and procedures equally to all providers regardless of public, private, for-profit or non-profit status, and without regard to whether a provider treats persons who require high-risk or specialized services.

iii. Shall not discriminate against persons who require high-risk or specialized services.

iv. Shall subcontract with providers in another state where out-of-state care or treatment is rendered on an emergency basis or is otherwise in the best interests of the person under the circumstances.

v. Shall select only providers that have a license and/or certification issued by the state that is in good standing.

vi. Shall select only providers that, prior to the furnishing of services under this Agreement, have enrolled with, or revalidated their current enrollment with, DHCS as a DMC provider under applicable federal and state regulations.

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vii. Shall select only providers that have been screened in accordance with 42 CFR 455.450(c) as a "[~~"~~high" categorical risk~~)~~ prior to furnishing services under this Agreement, have signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107, and have complied with the ownership and control disclosure requirements of 42 CFR 455.104. DHCS shall deny enrollment and DMC certification to any provider (as defined in Welfare & Institutions Code section 14043.1), or a person with ownership or control interest ~~in the provider~~ (as defined in 42 CFR 455.101~~),~~)**in the provider,** that, at the time of application, is under investigation for fraud or abuse pursuant to Part 455 of Title 42 of the Code of Federal Regulations, unless DHCS determines that there is good cause not to deny enrollment upon the same bases enumerated in 42 CFR 455.23(e). If a provider is under investigation for fraud or abuse, that provider shall be subject to temporary suspension pursuant to Welfare & Institutions Code section 14043.36. Upon receipt of a credible allegation of fraud, a provider shall be subject to a payment suspension pursuant to Welfare & Institutions Code section 14107.11 and DHCS may thereafter collect any overpayment identified through an audit or examination. During the time a provider is subject to a temporary suspension pursuant to Welfare & Institutions Code section 14043.36, the provider, or a person with ownership or control interest ~~in the provider~~ (as defined in 42 CFR 455.101), **in the provider** may not receive reimbursement for services provided to a DMC-ODS beneficiary. A provider shall be subject to suspension pursuant to WIC 14043.61 if claims for payment are submitted for services provided to a Medi-Cal beneficiary by an individual or entity that is ineligible to participate in the Medi-Cal program. A provider will be subject to termination of provisional provider status pursuant to WIC 14043.27 if the provider has a debt due and owing to any government entity that relates to any federal or state health care program, and has not been excused by legal process from fulfilling the obligation. Only providers newly enrolling or

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revalidating their current enrollment on or after January 1, 2015 would be required to undergo fingerprint- based background checks required under 42 CFR 455.434.

2. **Disclosures that shall be provided.**
   i. A disclosure from any provider or disclosing entity is due at any of the following times:
      a. Upon the provider or disclosing entity submitting the provider application.
      b. Upon the provider or disclosing entity executing the provider agreement.
      c. Upon request of the Medicaid agency during the re-validation of enrollment process under ~~§~~**42 CFR** 455.414.
      d. Within 35 days after any change in ownership of the disclosing entity.
   ii. All disclosures shall be provided to the Medicaid agency.
   iii. Consequences for failure to provide required disclosures.
      a. ~~Federal Financial Participation (FFP)~~**FFP** is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
3. The Contractor shall only select providers that have a Medical Director who, prior to the delivery of services under this Agreement, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this Agreement, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.
4. The Contractor may contract individually with LPHAs to provide DMC-ODS services in the network.
5. The Contractor shall have a protest procedure for providers that are not awarded a subcontract. The Contractor's protest procedure shall ensure that:
   i. Providers that submit a bid to be a subcontracted provider, but are not selected, shall exhaust the Contractor's protest procedure if a provider wishes to ~~challenge the denial~~**appeal** to DHCS.

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ii. If the Contractor does not render a decision within 30 calendar days after the protest was filed with the Contractor, then the protest shall be deemed denied and the provider may appeal the failure to DHCS.

J. **DMC Certification and Enrollment**

1. DHCS shall certify eligible providers to participate in the DMC program.
2. The DHCS shall certify any Contractor-operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Agreement at these sites.
3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in Article III.PP of this Exhibit A, Attachment I.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
   i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
   ii. Title 22, ~~Sections~~**Section** 51490.1(a)
   iii. Exhibit A, Attachment I, Article III.PP – Requirements for Services
   iv. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
   v. Title 22, Division 3, Chapter 3, sections 51000 et. seq
5. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
6. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a providers pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.
7. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce

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covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

8. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a subcontractor's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.
   i. A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider, or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

K. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
2. DHCS shall conduct unannounced certification and recertification on-site visits at clinics pursuant to WIC 14043.7.

L. Laboratory Testing Requirements

1. ~~This part~~**42 CFR Part 493** sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
   i. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory~~.~~**; or**

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ii. Is CLIA-exempt.

2. These rules do not apply to components or functions of:
   i. Any facility or component of a facility that only performs testing for forensic purposes.;
   ii. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.;or
   iii. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.
3. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of ~~this part~~42 CFR 493, except that the Secretary may modify the application of such requirements as appropriate.

M. Recovery from Other Sources or Providers

1. The Contractor shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other state or federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.
2. The monies recovered are retained by the Contractor. However, Contractor's claims for FFP for services provided to beneficiaries under this Agreement shall be reduced by the amount recovered.
3. The Contractor shall maintain accurate records of monies recovered from other sources.
4. Nothing in this section supersedes the Contractor's obligation to follow federal requirements for claiming FFP for services provided to beneficiaries with other coverage under this Agreement.

N. Early Intervention (ASAM Level 0.5)

1. Contractor shall identify beneficiaries at risk of developing a substance use disorder or those with an existing substance use disorder and offer those beneficiaries: screening for adults and

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youth, brief treatment as medically necessary, and, when indicated, a referral to treatment with a formal linkage.

O. **Outpatient Services (ASAM Level 1.0)**

1. Outpatient services consist of up to nine hours per week of medically necessary services for adults and less than six hours per week of services for adolescents. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.
2. Outpatient services shall ~~include~~**includes**: assessment, treatment planning, individual ~~and~~**counseling,** group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination.
3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

P. **Intensive Outpatient Services (ASAM Level 2.1)**

1. Intensive outpatient services involves structured programming provided to beneficiaries as medically necessary for a minimum of nine hours and a maximum of 19 hours per week for adult perinatal and non-perinatal beneficiaries. Adolescents are provided a minimum of six and a maximum of 19 hours per week. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.
   i. **The contractor-operated and subcontracted DMC-ODS providers may provide more than 19 hours per week to adults when determined by a Medical Director or an LPHA to be medical necessary, and in accordance with the individualized treatment plan.**
   ii. **The contractor-operated and subcontracted DMC-ODS providers may extend a beneficiary's length of treatment when determined by a Medical Director or an LPHA to be medically necessary, and in accordance with the individualized treatment plan.**
2. Intensive outpatient services ~~shall include~~**includes**: assessment, treatment planning, individual ~~and~~**counseling,** group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination.

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3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

Q. Residential Treatment Services

1. Residential services are provided in DHCS or DSS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.
2. Residential services can be provided in facilities with no bed capacity limit.
3. The length of residential services range from 1 to 90 days with a 90-day maximum for adults and 30-day maximum for adolescents per 365-day period, unless medical necessity warrants a one-time extension of up to 30 days per 365-day period.
   i. Only two non-continuous 30-day (adolescents) or 90-day (adults) regimens may be authorized in a one-year period (365 days). The average length of stay for residential services is 30 days.
   ii. Perinatal beneficiaries shall receive a length of stay for the duration of their pregnancy, plus 60 days postpartum.
   iii. EPSDT adolescent beneficiaries shall receive a longer length of stay, if found to be medically necessary.

R. Case Management

1. Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
2. The Contractor shall ensure that case management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed.
3. The Contractor shall be responsible for determining which entity monitors the case management activities.
4. Case management services may be provided by an LPHA or a registered or certified counselor.
5. The Contractor shall coordinate a system of case management services with physical and/or mental health in order to ensure appropriate level of care.

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6. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

S. **Physician Consultation Services**

1. Physician Consultation Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice when developing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
2. Contractor may contract with one or more physicians or pharmacists in order to provide consultation services.
3. The Contractor shall only allow DMC providers to bill for physician consultation services.

T. **Recovery Services**

1. Recovery Services ~~shall~~ include**Includes**:
   i. Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care.
   ii. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet.
   iii. Substance Abuse Assistance: Peer-to-peer services and relapse prevention.
   iv. Education and Job Skills: Linkages to life skills, employment services, job training, and education services.
   v. Family Support: Linkages to childcare, parent education, child development support services, and family/marriage education.
   vi. Support Groups: Linkages to self-help and support, spiritual and faith-based support.
   vii. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
2. Recovery services shall be utilized when the beneficiary is triggered, when the beneficiary has relapsed, or simply as a

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preventative measure to prevent relapse. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, the Contractor shall provide beneficiaries with recovery services.

3. Additionally, the Contractor shall:
   i. Provide recovery services to beneficiaries as medically necessary.
   ii. Provide beneficiaries with access to recovery services after completing their course of treatment.
   iii. Provide recovery services either face-to-face, by telephone, or by telehealth, and in any appropriate setting in the community with the beneficiary.

U. Withdrawal Management

1. The Contractor shall provide, at a minimum, one of the five levels of withdrawal management (WM) services according to the ASAM Criteria, when determined by a Medical Director or LPHA as medically necessary, and in accordance with the beneficiary's individualized treatment plan.
2. The Contractor shall ensure that all beneficiaries that are receiving both residential services and WM services are monitored during the detoxification process.
3. The Contractor shall provide medically necessary habilitative and rehabilitative services in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber.

V. Opioid (Narcotic) Treatment Program Services (OTP/NTP)

1. Pursuant to WIC 14124.22, an OTP/NTP provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions to Medi-Cal beneficiaries who are not enrolled in managed care plans as long as those services are within the scope of the provider's practice. OTP/NTP providers shall refer all Medi-Cal beneficiaries that are enrolled in managed care plans to their respective managed care plan to receive medically necessary medical treatment of their concurrent health conditions.
2. The diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries that are not enrolled in managed care

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plans by an OTP/NTP provider may be provided within the Medi-Cal coverage limits. When the services are not part of the SUD treatment reimbursed pursuant to WIC 14021.51, the services rendered shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include all of the following:

i. Medical treatment visits
ii. Diagnostic blood, urine, and X-rays
iii. Psychological and psychiatric tests and services
iv. Quantitative blood and urine toxicology assays
v. Medical supplies

3. An OTP/NTP provider who is enrolled as a Medi-Cal fee-for-service provider shall not seek reimbursement from a beneficiary for SUD treatment services, if the OTP/NTP provider bills the services for treatment of concurrent health conditions to the Medi-Cal fee-for-service program.
4. The Contractor shall subcontract with licensed NTPs to offer services to beneficiaries who meet medical necessity criteria requirements.
5. Services shall be provided in accordance with an individualized beneficiary plan determined by a licensed prescriber.
6. Offer and prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone, and disulfiram.
7. Services provided as part of an OTP/NTP shall ~~include~~**includes**: assessment, treatment planning, individual and group counseling, patient education, medication services, collateral services, crisis intervention services, treatment planning, medical psychotherapy, and discharge services.
   i. Beneficiaries shall receive between 50 and 200 minutes of counseling per calendar month with a therapist or counselor, and, when medically necessary, additional counseling services may be provided.
8. **Courtesy Dosing**
   i. An OTP/NTP provider may provide replacement narcotic therapy to visiting beneficiaries approved to receive services on a temporary basis (less than 30 days) in accordance with **CCR** Title 9, Section 10295. Prior to providing replacement

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narcotic therapy to a visiting beneficiary, an OTP/NTP provider must comply with CCR Title 9, Section 10210(d).

ii. The Contractor shall accept, and reimburse, a claim from any subcontracted OTP/NTP provider (Referring OTP/NTP) that pays another OTP/NTP for providing courtesy dosing (Dosing OTP/NTP) to a beneficiary. The Contractor shall use the reimbursement rate established in the OTP/NTP provider's subcontract.

W. Cultural Competence Plan

1. The Contractor shall develop a cultural competency plan and subsequent plan updates.
2. Contractor shall promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

X. Implementation Plan

1. The Contractor shall comply with the provisions of the Contractor's Implementation Plan (IP) as approved by DHCS.
2. The Contractor shall not provide DMC-ODS services without: 1) an approved IP approved by DHCS and CMS, and 2) a CMS approved Intergovernmental Agreement executed by DHCS and the Contractor's Board of Supervisors.
3. The Contractor shall obtain written approval by DHCS prior to making any changes to the IP.

Y. Additional Provisions

1. **Additional Intergovernmental Agreement Restrictions**
   i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.
2. **Voluntary Termination of DMC-ODS Services**
   i. The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.

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3. **Nullification of DMC-ODS Services**
   i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.
   ii. In the event of a breach, DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.
4. **Hatch Act**
   i. 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.
5. **No Unlawful Use or Unlawful Use Messages Regarding Drugs**
   i. Contractor agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug 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 Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.
6. **Noncompliance with Reporting Requirements**
   i. 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.
7. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**
   i. None of the funds made available through this Agreement 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).

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8. **Health Insurance Portability and Accountability Act (HIPAA) of 1996**
   i. If any of the work performed under this Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.
   ii. Trading **Partner Requirements**
      a. No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
      b. No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
      c. No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall 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 Part 162.915 (c))
      d. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))
   iii. **Concurrence for Test Modifications to HHS Transaction Standards**
      a. 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

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Transaction Standards. If this occurs, Contractor agrees that it shall participate in such test modifications.

iv. **Adequate Testing**

a. 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.

v. **Deficiencies**

a. The Contractor agrees to cure 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. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

vi. **Code Set Retention**

a. Both Parties**DHCS and the Contractor** understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

vii. **Data Transmission Log**

a. Both ~~Parties~~**DHCS and the Contractor** 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 Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than 24 months

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following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

9. **Counselor Certification**
   i. 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 certified as defined in **CCR** Title 9, Division 4, Chapter 8. (Document 3H)
10. **Cultural and Linguistic Proficiency**
   i. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).
11. **Trafficking Victims Protection Act of 2000**
   i. Contractor and its subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim
12. **Participation in the County Behavioral Health Director's Association of California.**
   i. The Contractor's 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 SUD services.
   ii. The Contractor's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS.

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Exhibit A, Attachment I A2
Program Specifications

13. Youth Treatment Guidelines

i. Contractor shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

14. Nondiscrimination in Employment and Services

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

15. Federal Law Requirements:

i. 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.

ii. Title IX of the educatio~~n amend~~ments**Education Amendments** of 1972 (regarding education and programs and activities), if applicable.

iii. 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.

iv. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

v. Age Discrimination in Employment Act (29 CFR Part 1625).

vi. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

vii. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

viii. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

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ix. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

x. 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.

xi. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

xii. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

xiii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

16. **State Law Requirements:**

i. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

ii. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

iii. Title 9, Division 4, Chapter 8, commencing with Section 10800.

iv. No state or Federal funds shall be used by the Contractor, or its subcontractors, for sectarian worship, instruction, and/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.

v. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

17. **Investigations and Confidentiality of Administrative Actions**

i. Contractor acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may

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temporarily suspend the provider from the DMC program, pursuant to WIC 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

ii. 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.

18. **Subcontract Provisions**
    i. Contractor shall include all of the foregoing provisions in all of its subcontracts.

Z. **Beneficiary Problem Resolution Process**
1. The Contractor shall establish and comply with a beneficiary problem resolution process.
2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:
    i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.
    ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
    iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.
    iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.
    v. The availability of assistance with filing grievances and appeals.
    vi. The toll-free number to file oral grievances and appeals.

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vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.
   i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.
4. The Contractor's beneficiary problem resolution processes shall include:
   i. A grievance process
   ii. An appeal process
   iii. An expedited appeal process

AA. Subcontracts

1. In addition to complying with the subcontractual relationship requirements set forth in Article II.E.8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.
2. Each subcontract shall:
   i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.

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ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.

iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor, and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

iv. Ensure the Contractor monitors the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

v. Ensure the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

3. The Contractor shall include the following provider requirements in all subcontracts with providers:

i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. The Contractor will ensure the providers have implemented EBPs. The state

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will monitor the implementation and regular training of EBPs to staff during reviews. The required EBPs include:

a. Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.
b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
d. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
e. Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives, to instill self- awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

BB. Program Integrity Requirements

1. Service Verification. To assist DHCS in meeting its obligation under 42 CFR 455.1(a)(2), the Contractor shall establish a

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mechanism to verify whether services were actually furnished to beneficiaries.

2. **DMC Claims and Reports**
   i. Contractor or providers that bill DHCS or the Contractor for DMC-ODS services shall submit claims in accordance with Department of Health Care Service's DMC Provider Billing Manual.
   ii. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.
   iii. Claims for DMC reimbursement shall include DMC-ODS services covered under the Special Terms and Conditions of this Agreement, and any State Plan services covered under **CCR** Title 22, Section 51341.1(c-d) and administrative charges that are allowed under WIC, Sections 14132.44 and 14132.47.
      a. Contractor shall submit to DHCS the "Certified Expenditure" form reflecting either: 1) the approved amount of the 837P claim file, after the claims have been adjudicated, or 2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. Contractor shall submit to DHCS the Drug Medi-Cal Certification Form DHCS 100224A (Document 4D) for each 837P transaction approved for reimbursement of the federal Medicaid funds.
      b. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA)-compliant format (837P). All adjudicated claim information shall be retrieved by the Contractor

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via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

iv. The following forms shall be prepared as needed and retained by the provider for review by state staff:
   a. Good Cause Certification (6065A), Document 2L(a)
   b. Good Cause Certification (6065B), Document 2L(b)
   c. In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within ~~30 days~~**six months** of the end of the month of service shall be denied. The existence of good cause shall be determined by DHCS in accordance with **CCR** Title 22, Sections 51008 and 51008.5.

3. **Certified Public Expenditure - County Administration**
   i. Separate from direct service claims as identified above, the Contractor may submit an invoice for administrative costs for administering the DMC-ODS program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.
      a. **Mail Form MC 5312 to:**
         Department of Health Care Services
         Fiscal Management & Accountability Section
         1500 Capitol Avenue, MS 2629
         P.O. Box 997413, Sacramento, CA 95899-7413

         Alternatively, scan signed Form MC 5312 and email to:
         sudfmab@dhcs.ca.gov

4. **Certified Public Expenditure – Quality Assurance and Utilization Review (QA/UR)**
   i. Separate from direct service claims as identified above, the Contractor may submit an invoice for QA/UR for administering the DMC-ODS quality management program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.
      a. **Mail Form DHCS 5311 to:**
         Department of Health Care Services
         Fiscal Policy Unit - Attention: QA/UR

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Exhibit A, Attachment I A2
Program Specifications

SUD Program, Policy and Fiscal Division, MS 2628
P.O. Box 997413
Sacramento, CA 95899-7413

CC. Quality Management (QM) Program

1. The Contractor's QM Program shall improve Contractor's established treatment outcomes through structural and operational processes and activities that are consistent with current standards of practice.
2. The Contractor shall have a written description of the QM Program, which clearly defines the QM Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement.
3. Annually, each Contractor shall:
   i. Measure and report to DHCS its performance using standard measures required by DHCS including those that incorporate the requirements set forth in Article II.F.1 of this Agreement.
   ii. Submit to DHCS data specified by DHCS that enables DHCS to measure the Contractor's performance.
   iii. Perform a combination of the activities described above.
   iv. ~~The~~ **Evaluate and update the** QM Program ~~shall be evaluated~~ annually ~~and updated by the Contractor~~ as necessary as set forth in Article II.F.1 of this Agreement.
4. During the Triennial Reviews, DHCS shall review the status of the Quality Improvement Plan and the Contractor's monitoring activities.
   I. This review shall include the counties service delivery system, beneficiary protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a beneficiary records review.
   ii. This triennial review shall provide DHCS with information as to whether the counties are complying with their responsibility to monitor their service delivery capacity.
   iii. The counties shall receive a final report summarizing the findings of the triennial review, and if out of compliance, the Contractor shall submit a ~~corrective action plan~~ (CAP) within

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60 days of receipt of the final report. DHCS shall follow-up with the CAP to ensure compliance.

5. The QM Program shall conduct performance-monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.
6. The Contractor shall ensure continuity and coordination of care with physical health care providers. The Contractor shall coordinate with other human services agencies used by its beneficiaries. The Contractor shall assess the effectiveness of any MOU with a physical health care plan.
7. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services, as required by Article II.F.1 of this Agreement.
8. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:
    a. Surveying beneficiary/family satisfaction with the Contractor's services at least annually.
    b. Evaluating beneficiary grievances, appeals and fair hearings at least annually.
    c. Evaluating requests to change persons providing services at least annually.
    d. The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.
9. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
10. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

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11. The Contractor shall have a QM Work Plan covering the current Agreement cycle with documented annual evaluations and documented revisions as needed. The Contractor's QM Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program. The QM Work Plan shall include:
    i. Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical records review as required by Article II.F.1 and Article 0 of this Agreement.
    ii. Evidence that QM activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service.
    iii. A description of completed and in-process QM activities, including performance improvement projects. The description shall include:
        a. Monitoring efforts for previously identified issues, including tracking issues over time.
        b. Objectives, scope, and planned QM activities for each year.
        c. Targeted areas of improvement or change in service delivery or program design.
    iv. A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care.
12. Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Article II.B.2 of this Agreement and Article II.E.1 of this Agreement.

DD. **State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews**

1. DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of the contracted DMC providers to determine whether the DMC services were provided

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in accordance with Article III.PP of this exhibit. DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible for their subcontracted providers and ~~their~~ Contractor ~~run~~ **operated** programs to ensure any deficiencies are remediated pursuant to Article III.DD.2. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Article III.EE.5 of this Agreement.

2. The Department shall recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid, DMC-ODS services have been improperly utilized, and requirements of Article III.PP were not met.
   i. All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted to the DHCS Analyst that conducted the review, within 60 days of the date of the PSPP report.
      a. The CAP shall:
         i. Be documented on the DHCS CAP template.
         ii. Provide a specific description of how the deficiency shall be corrected.
         iii. Identify the title of the individual(s) responsible for:
            1. Correcting the deficiency
            2. Ensuring on-going compliance
         iv. Provide a specific description of how the provider will ensure on-going compliance.
         v. Specify the target date of implementation of the corrective action.
      b. DHCS shall provide written approval of the CAP to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the provider. Contractor shall submit an updated CAP to the DHCS Analyst that conducted the review, within 30 days of notification.

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c. If a CAP is not submitted, or, the provider does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the entity that provided the services is in compliance with this Exhibit A, Attachment I. DHCS shall inform the Contractor when funds shall be withheld.

3. The Contractor ~~and/or subcontractor~~ may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:
   i. Requests for first level appeals:
      a. The ~~provider and/or~~ Contractor shall initiate action by submitting a letter to:

         Division Chief
         DHCS SUD-PPFD
         P.O. Box 997413, MS-2621
         Sacramento, CA 95899-7413

         i. The ~~provider and/or~~ Contractor shall submit the letter on the official stationery of the ~~provider and/or~~ Contractor and it shall be signed by an authorized representative of the ~~provider and/or~~ Contractor.
         ii. The letter shall identify the specific claim(s) involved and describe the disputed (in)action regarding the claim.
      b. The letter shall be submitted to the address listed in Subsection (a) above within 90 calendar days from the date the ~~provider and/or~~ Contractor received written notification of the decision to disallow claims.
      c. The SUD-PPFD shall acknowledge ~~provider and/or~~ Contractor letter within 15 calendar days of receipt.
      d. The SUD-PPFD shall inform the ~~provider and/or~~ Contractor of SUD–PPFD's decision and the basis for the decision within 15 calendar days after the SUD-PPFD's acknowledgement notification. The SUD-PPFD shall have the option of extending the decision response time if additional information is required

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from the ~~provider~~ and/or Contractor. The ~~provider and/or~~ Contractor will be notified if the SUD-PPFD extends the response time limit.

4. ~~A provider and/or~~A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).
   i. The second level process may be pursued only after complying with first-level procedures and only when:
      a. The SUD-PPFD has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or
      b. The ~~provider~~ and/or Contractor is dissatisfied with the action taken by the SUD-PPFD where the conclusion is based on the SUD-PPFD's evaluation of the merits.
   ii. The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the SUD-PPFD failed to acknowledge the first-level appeal or from the date of the SUD-PPFD's first-level appeal decision letter.
   iii. All second-level appeals made in accordance with this section shall be directed to:

      Office of Administrative Hearings and Appeals
      1029 J Street, Suite 200, MS 0016
      Sacramento, CA 95814

   iv. In referring an appeal to the OAHA, the ~~provider and/or~~ Contractor shall submit all of the following:
      a. A copy of the original written appeal sent to the SUD-PPFD.
      b. A copy of the SUD-PPFD's report to which the appeal applies.

   If received by the ~~provider and~~/or Contractor, a copy of the SUD-PPFD's specific finding(s), and conclusion(s) regarding the appeal with which the ~~provider and/or~~ Contractor is dissatisfied.
5. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B of this Agreement.
6. State shall monitor the subcontractor's compliance with Contractor utilization review requirements, as specified in Article

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III.EE. Counties are also required to monitor the subcontractor's compliance pursuant to Article III.AA of this Agreement. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

7. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Article III.PP for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
8. Contractor shall ensure that subcontractor sites shall keep a record of the beneficiaries/patients being treated at that location. Contractor shall retain beneficiary records for a minimum of 10 years, in accordance with **42 CFR** 438.3(h), from the finalized cost settlement process with the Department. When an audit by the Federal Government or DHCS has been started before the expiration of the 10-year period, the beneficiary records shall be maintained until completion of the audit and the final resolution of all issues.

EE. Contractor Monitoring

1. Contractor shall conduct, at least annually, a utilization review of DMC providers to ensure covered services are being appropriately rendered. The annual review shall include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS' Performance & Integrity Branch at:

   Department of Health Care Services
   SUD – Program, Policy, and Fiscal Division
   Performance & Integrity Branch
   PO Box 997413, MS-2627
   Sacramento, CA 95899-7413

   Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

   The Contractor's reports shall be provided to DHCS within 2 weeks of completion.

   Technical assistance is available to counties from SUD-PPFD.

2. If significant deficiencies or significant evidence of noncompliance with the terms of the DMC-ODS waiver, or this Agreement, are found in a county, DHCS shall engage the Contractor to

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determine if there are challenges that can be addressed with facilitation and technical assistance. If the Contractor remains noncompliant, the Contractor shall submit a CAP to DHCS. The CAP shall detail how and when the Contractor shall remedy the issue(s). DHCS may remove the Contractor from participating in the Waiver if the CAP is not promptly implemented.

3. If the Contractor is removed from participating in the Waiver, the county shall provide DMC services in accordance with the California Medi-Cal State Plan.
4. Contractor shall ensure that DATAR submissions, detailed in Article III.FF of this Exhibit, are complied with by all treatment providers and subcontracted treatment providors. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.
5. The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements (detailed in Article III.DD) of this Exhibit as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.
6. Contractor shall attest that DMC claims submitted to DHCS have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

FF. Reporting Requirements

1. 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.
2. Contractor shall submit documentation to DHCS in a format specified by DHCS that complies with the following requirements:
   i. Offers an appropriate range of services that is adequate for the anticipated number of beneficiaries for the service area,

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ii. Maintains a network of providers that is sufficient in number, mix and geographic distribution to meet the needs of the anticipated number of beneficiaries in the area, and

iii. Demonstrates the Contractor's compliance with the parity requirements set forth in 42 CFR §438.900 et seq.

3. The Contractor shall submit the documentation described in paragraph (2) of this section as specified by DHCS, but no less frequently than the following:
   i. At the time it enters into this Agreement with DHCS.
   ii. At any time there has been a significant change in the Contractor's operations that would affect adequate capacity, services, and parity, including:
      i. Changes in Contractor services, benefits, geographic service area or payments.
      ii. Enrollment of a new population in the Contractor.
      iii. Changes in a quantitative limitation or non-quantitative limitation on a substance use disorder benefit.
   iii. After DHCS reviews the documentation submitted by the Contractor, DHCS shall certify to CMS that the Contractor has complied with the state's requirements for availability of services, as set forth in §42 CFR 438.206, and parity requirements, as set forth in 42 CFR §438.900 et seq.
   iv. CMS' right to inspect documentation. DHCS shall make available to CMS, upon request, all documentation collected by DHCS from the Contractor.
4. **California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)**
   i. The CalOMS-Tx business rules and requirements are:
      a. Contractor shall contract with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

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b. 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 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 new or modified system.
c. 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.
d. 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 and reporting requirements.
e. 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.
f. 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.
g. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
h. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

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i. Contractor **and their software vendor** shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions.

5. **CalOMS-Tx General Information**
   I. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, 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 remediation plan 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 non-DMC payments are withheld.
   ii. If DHCS experiences system or service failure, no penalties shall be assessed to the Contractor for late data submission.
   iii. Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.
   iv. If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

6. **Drug and Alcohol Treatment Access Report (DATAR)**
   i. The DATAR business rules and requirements:
      a. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom Contractor subcontracts or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
      b. In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent, which provides intake services including a waiting list, the Contractor shall identify and begin

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submitting monthly DATAR reports for the central intake unit by a date to be specified by DHCS.

c. 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.

d. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

e. 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 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 non-DMC payments are withheld (See Exhibit B, Part II, Section 2).

f. If DHCS experiences system or service failure, no penalties shall be assessed to Contractor for late data submission.

g. 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.

7. Year-End Cost Settlement Reports

i. Pursuant to WIC 14124.24(g)(1) the Contractor shall submit ~~to DHCS, no later than November 1 of each year,~~ the following year-end cost settlement data for the previous fiscal year **to DHCS, no later than November 1 of each year**:

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a. County Certification form (MC 6229): Submit via regular mail or overnight services. DHCS needs original signatures, not a copy.
b. Drug Medi-Cal (DMC) data: Submit the data via the Substance Use Disorder Cost Report System (SUDCRS) and submit the individual provider Excel files via email, regular mail, or overnight services.
c. DMC Provider Certification forms: Submit via regular mail or overnight services. DHCS needs original signatures, not a copy.

8. **Failure to Meet Reporting Requirements**
   i. Failure to meet required reporting requirements shall result in:
      a. DHCS shall issue a Notice of Deficiency (Deficiencies) 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 shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.
      b. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor when funds shall be withheld.

GG. Training

1. SUD-PPFD shall provide mandatory annual training to the Contractor on the DMC-ODS.
2. Contractor may request additional Technical Assistance or training from SUD-PPFD on an ad hoc basis.
3. Training to DMC Subcontractors
   i. The Contractor shall ensure that all subcontractors receive training on the DMC-ODS requirements, at least annually. The Contractor shall report compliance with this section to DHCS annually as part of the DHCS County Monitoring process.
   ii. The Contractor shall require subcontractors to be trained in the ASAM Criteria prior to providing services.

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a. The Contractor shall ensure that, at minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". A third module entitled, "Introduction to The ASAM Criteria" is recommended for all county and provider staff participating in the Waiver. With assistance from the state, counties will facilitate ASAM provider trainings.
b. The Contractor shall ensure that all residential service providers meet the established ASAM criteria for each level of residential care they provide and receive an ASAM Designation prior to providing DMC-ODS services.

HH. Program Complaints

1. The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS by secure, encrypted e-mail to SUDCountyReports@dhcs.ca.gov within two business days of completion.
2. Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities, and counselor complaints may be made by ~~telephoning the appropriate licensing branch listed below~~**contacting**:

   SUD Compliance Division:

   ~~Public Number: (916) 322-2911~~
   Toll Free Number: (877) 685-8333

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

3. Suspected Medi-Cal fraud, waste, or abuse must be reported to:

   DHCS Medi-Cal Fraud: (800) 822-6222 or
   Fraud@dhcs.ca.gov

II. Record Retention

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Exhibit A, Attachment I A2
Program Specifications

1. Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).

JJ. Subcontract Termination

1. The Contractor shall notify the Department of the termination of any subcontract with a certified provider, and the basis for termination of the subcontract, within two business days. The Contractor shall submit the notification by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

KK. Corrective Action Plan

1. If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withholding of funds allocated to Contractor for the provision of services, and/or termination of this Agreement for cause.
2. Failure to comply with Monitoring requirements shall result in:
   i. DHCS shall issue a report to Contractor after conducting monitoring or utilization reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.
      a. The CAP shall:
         i. Be documented on the DHCS CAP template.
         ii. Provide a specific description of how the deficiency shall be corrected.
         iii. Identify the title of the individual(s) responsible for:
            1. Correcting the deficiency
            2. Ensuring on-going compliance
         iv. Provide a specific description of how the provider will ensure on-going compliance.
         v. Specify the target date of implementation of the corrective action.

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ii. DHCS shall provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS shall provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.

iii. If a CAP is not submitted, or, the Contractor 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 shall be withheld.

LL. Quality Improvement (QI) Program

1. Contractor shall establish an ongoing quality assessment and performance improvement program consistent with Article II.F.1 of this Agreement.
2. CMS, in consultation with DHCS and other stakeholders, may specify performance measures and topics for performance improvement projects to be required by DHCS in this Agreement.
3. Performance improvement projects shall be designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical care and non-clinical care areas that are expected to have a favorable effect on health outcomes and beneficiary satisfaction.
4. The monitoring of accessibility of services outlined in the Quality Improvement (QI) Plan will at a minimum include:
   i. Timeliness of first initial contact to face-to-face appointment.
   ii. Frequency of follow-up appointments in accordance with individualized treatment plans.
   iii. Timeliness of services of the first dose of OTP/NTP services.
   iv. Access to after-hours care.
   v. Responsiveness of the beneficiary access line.
   vi. Strategies to reduce avoidable hospitalizations.
   vii. Coordination of physical and mental health services with waiver services at the provider level.
   viii. Assessment of the beneficiaries' experiences.
   ix. Telephone access line and services in the prevalent non-English languages.
5. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes

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of providing care and better meeting the needs of its beneficiaries. The QI Program shall be accountable to the Contractor's Director.

6. The Contractor shall establish a QI Committee to review the quality of SUD treatment services provided to beneficiaries. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken. ~~The QI committee shall recommend policy decisions; review and evaluate the results of QI activities; institute needed QI actions, ensure follow-up of QI process and document QI committee minutes regarding decisions and actions taken.~~
7. Each Contractor's QI Committee shall review the following data at a minimum on a quarterly basis since external quality review (EQR) site reviews will begin after county implementation. The External Quality Review Organization (EQRO) shall measure defined data elements to assess the quality of service provided by the Contractor. These data elements shall be incorporated into the EQRO protocol:
   i. Number of days to first DMC-ODS service at appropriate level of care after referral.
   ii. Existence of a 24/7 telephone access line with prevalent non-English language(s).
   iii. Access to DMC-ODS services with translation services in the prevalent non-English language(s).
8. Operation of the QI program shall include substantial involvement by a licensed SUD staff person.
9. The QI Program shall include active participation by the Contractor's practitioners and providers, as well as beneficiaries and family members, in the planning, design and execution of the QI Program.
10. The Contractor shall maintain a minimum of two active Performance Improvement Projects (PIPs) that meet the criteria in 42 CFR 438.~~240~~330(b)(1) and (d). Performance improvement projects shall focus on a clinical area, as well as one non-clinical area.
11. PIPs shall:

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i. Measure performance using required quality indicators.
ii. Implement system interventions to achieve improvement in quality.
iii. Evaluate the effectiveness of interventions.
iv. Plan and initiate activities for increasing or sustaining improvement.

12. The Contractor shall report the status and results of each PIP to DHCS, as requested.
13. Each PIP shall be completed in a reasonable time period so as to generally allow information on the success of PIPs in the aggregate to produce new information on quality of care annually.

MM. Utilization Management (UM) Program

1. The Contractor shall have a Utilization Management (UM) Program assuring that beneficiaries have appropriate access to SUD services, medical necessity has been established, the beneficiary is at the appropriate ASAM level of care, and that the interventions are appropriate for the diagnosis and level of care. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care and waiting list information, including tracking the number of days to first DMC-ODS service at an appropriate level of care following initial request or referral for all DMC-ODS services.

NN. Formation and Purpose

1. **Authority**
   i. The state and the Contractor enter into this Agreement, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which shall be reimbursed pursuant to Exhibit B. The state and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Intergovernmental Agreement. This Agreement is not intended, nor shall it be construed, to confer rights on any third party.
2. **Control Requirements**
   i. Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. The Contractor shall:

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a. Require its subcontractors to establish written policies and procedures consistent with the requirements listed in 2(c).
b. Monitor for compliance with the written procedures.
c. Be held accountable for audit exceptions taken by DHCS against the Contractor and its subcontractors for any failure to comply with these requirements:
    i. HSC, Division 10.5, commencing with Section 11760
    ii. Title 9, Division 4, Chapter 8, commencing with Section 13000
    iii. Government Code Section 16367.8
    iv. Title 42, CFR, Sections 8.1 through 8.6
    v. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
    vi. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

3. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors are also familiar with such requirements.
4. The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Agreement.

OO. **Performance Provisions**

1. **Monitoring**

i. Contractor's performance under this Exhibit A, Attachment I, shall be monitored by DHCS annually during the term of this Agreement. Monitoring criteria shall include, but not be limited to:
    a. Whether the quantity of work or services being performed conforms to this Exhibit.
    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 Agreement.
    d. Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for

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programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

SUDCountyReports@dhcs.ca.gov

Alternatively, mail to:

Department of Health Care Services
SUD – Program, Policy, and Fiscal Division
Performance & Integrity Branch
PO Box 997413, MS-2627
Sacramento, CA 95899-7413

ii. 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 this Agreement or both.

2. **Performance Requirements**
   i. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I, and under the terms of this Agreement.
   ii. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations.
   iii. Contractor shall ensure 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.

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3. Contractor shall comply with any additional requirements of the documents that have been incorporated by reference, including, but not limited to, those in the Exhibit A – Statement of Work.
4. Amounts awarded pursuant to Exhibit B, Attachment I shall be used exclusively for providing DMC-ODS services consistent with the purpose of the funding.
5. DHCS shall issue a report to Contractor after conducting monitoring or utilization reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor, or in coordination with its subcontracted provider, shall submit a CAP to the DHCS Analyst that conducted the review, within 60 calendar days from the date of the report. The CAP shall be electronically submitted, directly to the DHCS analyst who conducted the review.
6. The CAP shall follow the requirements in Article III.KK.2.

PP. Requirements for Services

1. **Confidentiality.**
   i. All SUD treatment services shall be provided in a confidential setting in compliance with 42 CFR, Part 2 requirements.
2. **Perinatal Services.**
   i. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
   ii. Perinatal services shall include:
      a. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).
      b. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
      c. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.
      d. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social

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services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

iii. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record.

iv. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this Agreement 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 Agreement shall not require a formal amendment.

3. **Narcotic Treatment Programs.**
   i. OTP/NTP services and regulatory requirements shall be provided in accordance with **CCR** Title 9, Chapter 4.
4. **OTP/NTP Courtesy Dosing Documentation Requirements**
   i. The Contractor shall require the referring OTP/NTP to maintain documentation of the referral, and treatment by a Dosing OTP/NTP, in the beneficiary medical record for each day of courtesy dosing. The Contractor shall also require the ~~Referring~~**referring** OTP/NTP to maintain a record of the invoice and payment for the courtesy dosing for each claim submitted for reimbursement. The invoice shall include all information needed to complete a claim, including dates of service, type of service, and units of service.
   ii. If applicable, the Contractor shall require an OTP/NTP provider include entries on a cost report to capture the revenue and expenses related to courtesy dosing for the purpose of cost settlement.
5. **Naltrexone Treatment Services.**
   i. For each beneficiary, all of the following shall apply:
      a. The provider shall confirm and document that the beneficiary meets all of the following conditions:
         i. Has a documented history of opiate addiction.
         ii. Is at least 18 years of age.
         iii. Has been opiate free for a period of time to be determined by a physician

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based on the physician's clinical judgment. The provider shall administer a body specimen test to confirm the opiate free status of the beneficiary.

iv. Is not pregnant and is discharged from the treatment if she becomes pregnant.

b. The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical history, and laboratory results.

c. The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

~~i. Has a documented history of opiate addiction.~~
~~ii. Is at least 18 years of age.~~
iii. Has been opiate free ~~for a period of time to be determined~~ by a physician based on the physician's ~~clinical judgment. The~~ provider shall administer a body specimen ~~test to confirm the opiate free status of the~~ beneficiary.
~~iv. Is not pregnant and is discharged from the treatment if she becomes pregnant.~~
~~v. The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical~~ examination, medical ~~history, and laboratory results.~~
~~vi. The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the~~ ineffectiveness of opiate pain ~~relievers while on Naltrexone.~~

6. **Substance Use Disorder Medical Director.**
   i. The SUD Medical Director's responsibilities shall, at a minimum, include all of the following:
      a. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
      b. Ensure that physicians do not delegate their duties to non-physician personnel.
      c. Develop and implement written medical policies and standards for the provider.

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d. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
e. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
f. Ensure that provider's physicians and LPIAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine the medical necessity of treatment for beneficiaries.
g. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.

ii. The SUD Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUD Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

7. **Provider Personnel.**
   i. Personnel files shall be maintained on all employees ~~and~~, **contracted positions,** volunteers~~/~~, **and** interns, and shall contain the following:
      a. Application for employment and/or resume
      b. Signed employment confirmation statement/duty statement
      c. Job description
      d. Performance evaluations
      e. Health records/status as required by the provider, AOD Certification or **CCR** Title 9
      f. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries)
      g. Training documentation relative to substance use disorders and treatment
      h. Current registration, certification, intern status, or licensure
      i. Proof of continuing education required by licensing or certifying agency and program
      j. Provider's Code of Conduct and ~~for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of~~ conduct as well.

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ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body. The job descriptions shall include:
   a. Position title and classification
   b. Duties and responsibilities
   c. Lines of supervision
   d. Education, training, work experience, and other qualifications for the position

iii. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
   a. Use of drugs and/or alcohol
   b. Prohibition of social/business relationship with beneficiaries or their family members for personal gain
   c. Prohibition of sexual contact with beneficiaries
   d. Conflict of interest
   e. Providing services beyond scope
   f. Discrimination against beneficiaries or staff
   g. Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff
   h. Protection of beneficiary confidentiality
   i. Cooperate with complaint investigations

iv. If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:
   a. Recruitment
   b. Screening and Selection
   c. Training and orientation
   d. Duties and assignments
   e. Scope of practice
   f. Supervision
   g. Evaluation
   h. Protection of beneficiary confidentiality

v. Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed and dated by a provider representative and the physician.

8. **Beneficiary Admission.**

i. Each provider shall include in its policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity

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for treatment. These criteria shall include, at a minimum:
   a. DSM diagnosis
   b. Use of alcohol/drugs of abuse
   c. Physical health status
   d. Documentation of social and psychological problems.

ii. If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.
iii. If a beneficiary is admitted to treatment, the beneficiary shall sign a consent to treatment form.
iv. The Medical Director or LPHA shall document the basis for the diagnosis in the beneficiary record.
v. All referrals made by the provider staff shall be documented in the beneficiary record.
vi. Copies of the following documents shall be provided to the beneficiary upon admission:
   a. Beneficiary rights, share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.

vii. Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:
   a. A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay.
   b. Complaint process and grievance procedures.
   c. Appeal process for involuntary discharge.
   d. Program rules and expectations.

viii. Where drug screening by urinalysis is deemed medically appropriate the program shall:
   a. Establish written procedures, which protect against the falsification and/or contamination of any urine sample.
   b. Document urinalysis results in the beneficiary's file.

9. **Assessment.**
   i. The provider shall ensure a counselor or LPHA completes a personal, medical, and substance use history for each beneficiary upon admission to treatment.
      a. Assessment for all beneficiaries shall include at a minimum:
         i. Drug/Alcohol use history
         ii. Medical history
         iii. Family history
         iv. Psychiatric/psychological history

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v. Social/recreational history
vi. Financial status/history
vii. Educational history
viii. Employment history
ix. Criminal history, **legal status, and**
~~x. Legal status~~
xi. x. Previous SUD treatment history

b. The Medical Director or LPHA shall review each beneficiary's personal, medical, and substance use history if completed by a counselor within 30 calendar days of each beneficiary's admission to treatment date.

10. Beneficiary Record.

i. In addition to the requirements of 22 CCR § 51476(a), the provider shall:
   a. Establish, maintain, and update as necessary, an individual beneficiary record for each beneficiary admitted to treatment and receiving services.
   b. Each beneficiary's individual beneficiary record shall include documentation of personal information.
   c. Documentation of personal information shall include all of the following:
      i. Information specifying the beneficiary's identifier (i.e., name, number).
      ii. Date of beneficiary's birth, the beneficiary's sex, race and/or ethnic background, beneficiary's address and telephone number, and beneficiary's next of kin or emergency contact.

ii. Documentation of treatment episode information shall include documentation of all activities, services, sessions, and assessments, including, but not limited to all of the following:
   a. Intake and admission data including, a physical examination, if applicable.
   b. Treatment plans.
   c. Progress notes.
   d. Continuing services justifications.
   e. Laboratory test orders and results.
   f. Referrals.
   g. Discharge plan.

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h. Discharge summary.
i. Contractor authorizations for Residential Services.
j. Any other information relating to the treatment services rendered to the beneficiary.

11. Diagnosis Requirements.

i. The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through a face-to-face review or telehealth with the counselor to establish a beneficiary meets the medical necessity criteria in Article III.B.2.ii.
   a. The Medical Director or LPHA shall document separately from the treatment plan the basis for the diagnosis in the beneficiary's record within 30 calendar days of each beneficiary's admission to treatment date.
      i. The basis for the diagnosis shall be a narrative summary based on DSM-5 criteria, demonstrating the Medical Director or LPHA evaluated each beneficiary's assessment and intake information, including their personal, medical, and substance use history.
      ii. The Medical Director or LPHA shall type or legibly print their name, and sign and date the diagnosis narrative documentation. The signature shall be adjacent to the typed or legibly printed name.

12. Physical Examination Requirements.

i. If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant (physician extenders) shall review documentation of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date.
   a. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.

ii. As an alternative to complying with paragraph (i) above or in addition to complying with paragraph (i) above, the physician

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or physician extender may perform a physical examination of the beneficiary within 30 calendar days of the beneficiary's admission to treatment date.

iii. If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination as provided for in paragraph (i), or the provider does not perform a physical examination of the beneficiary as provided for in paragraph (ii), then the LPHA or counselor shall include in the beneficiary's initial and updated treatment plans the goal of obtaining a physical examination, until this goal has been met and the physician has reviewed the physical examination results. The physician shall type or legibly print their name, sign, and date documentation to support they have reviewed the physical examination results. The signature shall be adjacent to the typed or legibly printed name.

13. Treatment Plan.

i. For each beneficiary admitted to treatment services, the LPHA or counselor shall prepare an individualized written initial treatment plan, based upon the information obtained in the intake and assessment process.

a. The LPHA or counselor shall attempt to engage the beneficiary to meaningfully participate in the preparation of the initial treatment plan and updated treatment plans.

i. The initial treatment plan and updated treatment plans shall include all of the following:

1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.
2. Goals to be reached which address each problem.
3. Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals.
4. Target dates for the accomplishment of action steps and goals.
5. A description of the services, including the type of counseling, to be provided and the frequency thereof.

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6. The assignment of a primary therapist or counselor.
7. The beneficiary's diagnosis as documented by the Medical Director or LPHA.
8. If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination.
9. If documentation of a beneficiary's physical examination, which was performed during the prior 12 months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness.

b. The provider shall ensure that the initial treatment plan meets all of the following requirements:
   i. The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 30 calendar days of the admission to treatment date. The signature shall be adjacent to the typed or legibly printed name.
   ii. The beneficiary shall review, approve, type, or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of the admission to treatment date.
      1. If the beneficiary refuses to sign the treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.
   iii. If a counselor completes the initial treatment plan, the Medical Director or LPHA shall review the initial treatment plan to determine whether services are medically necessary (as

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defined in Article IV) and appropriate for the beneficiary.

1. If the Medical Director or LPHA determines the services in the initial treatment plan are medically necessary, the Medical Director or LPHA shall type or legibly print their name, and sign and date the treatment plan within 15 calendar days of signature by the counselor. The signature shall be adjacent to the typed or legibly printed name.

ii. The provider shall ensure that the treatment plan is reviewed and updated as described below:

a. The LPHA or counselor shall complete, type, or legibly print their name, sign and date the updated treatment plan no later than 90 calendar days after signing the initial treatment plan, and no later than every 90 calendar days thereafter, or when there is a change in treatment modality or significant event, whichever comes first. The signature shall be adjacent to the typed or legibly printed name. The updated treatment plan shall be updated to reflect the current treatment needs of the beneficiary.

b. The beneficiary shall review, approve, type, or legibly print their name and, sign and date the updated treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of signature by the LPHA or counselor.

i. If the beneficiary refuses to sign the updated treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.

c. If a counselor completes the updated treatment plan, the Medical Director or LPHA shall review each updated treatment plan to determine whether continuing services are medically necessary (as defined in Article IV) and appropriate for the beneficiary.

i. If the Medical Director or LPHA determines the services in the updated treatment plan are medically necessary, they shall type or legibly print

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their name and, sign and date the updated treatment plan, within 15 calendar days of signature by the counselor. The signature shall be adjacent to the typed or legibly printed name.

14. **Sign-in Sheet.**
    i. Establish and maintain a sign-in sheet for every group counseling session, which shall include all of the following:
        a. The LPHA(s) and/or counselor(s) conducting the counseling session shall type or legibly print their name(s), sign, and date the sign-in sheet on the same day of the session. The signature(s) must be adjacent to the typed or legibly printed name(s). By signing the sign-in sheet, the LPHA(s) and/or counselor(s) attest that the sign-in sheet is accurate and complete.
        b. The date of the counseling session.
        c. The topic of the counseling session.
        d. The start and end time of the counseling session.
        e. A typed or legibly printed list of the participants' names and the signature of each participant that attended the counseling session. The participants shall sign the sign-in sheet at the start of or during the counseling session.
15. **Progress Notes.**
    i. Progress notes shall be legible and completed as follows:
        a. For outpatient services, Naltrexone treatment services, and recovery services, each individual and group session, the LPHA or counselor who conducted the counseling session or provided the service shall record a progress note for each beneficiary who participated in the counseling session or treatment service.
            i. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the counseling session. The signature shall be adjacent to the typed or legibly printed name.
            ii. Progress notes are individual narrative summaries and shall include all of the following:

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1. The topic of the session or purpose of the service.
2. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals.
3. Information on the beneficiary's attendance, including the date, start and end times of each individual and group counseling session or treatment service.
4. Identify if services were provided in-person, by telephone, or by telehealth.
5. If services were provided in the community, identify the location and how the provider ensured confidentiality.

b. For intensive outpatient services and residential treatment services, the LPHA or counselor shall record, at a minimum, one progress note, per calendar week, for each beneficiary participating in structured activities including counseling sessions or other treatment services.
   i. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week. The signature shall be adjacent to the typed or legibly printed name.
   ii. Progress notes are individual narrative summaries and shall include all of the following:
      1. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
      2. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.
      3. Identify if services were provided in-person, by telephone, or by telehealth.
      4. If services were provided in the community, identify the location and how the provider ensured confidentiality.

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c. For each beneficiary provided case management services, the LPHA or counselor who provided the treatment service shall record a progress note.
   i. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the case management service. The signature shall be adjacent to the typed or legibly printed name.
   ii. Progress notes shall include all of the following:
      1. Beneficiary's name.
      2. The purpose of the service.
      3. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
      4. Date, start and end times of each service.
      5. Identify if services were provided in-person, by telephone, or by telehealth.
      6. If services were provided in the community, identify the location and how the provider ensured confidentiality.

d. For physician consultation services, additional medication assisted treatment, and withdrawal management, the Medical Director or LPHA working within their scope of practice who provided the treatment service shall record a progress note and keep in the beneficiary's file.
   i. The Medical Director or LPHA shall type or legibly print their name, and sign and date the progress note within seven calendar days of the service. The signature shall be adjacent to the typed or legibly printed name.
   ii. Progress notes shall include all of the following:
      1. Beneficiary's name.
      2. The purpose of the service.
      3. Date, start and end times of each service.
      4. Identify if services were provided face-to-face, by telephone or by telehealth.

16. Continuing Services.

i. Continuing services shall be justified as shown below:
   a. For outpatient services, intensive outpatient services, Naltrexone treatment, and case management:

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i. For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the LPHA or counselor shall review the beneficiary's progress and eligibility to continue to receive treatment services, and recommend whether the beneficiary should or should not continue to receive treatment services at the same level of care.

ii. For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the Medical Director or LPHA shall determine medical necessity for continued services for the beneficiary. The determination of medical necessity shall be documented by the Medical Director or LPHA in the beneficiary's individual patient record and shall include documentation that all of the following have been considered:

1. The beneficiary's personal, medical and substance use history.
2. Documentation of the beneficiary's most recent physical examination.
3. The beneficiary's progress notes and treatment plan goals.
4. The LPHA's or counselor's recommendation pursuant to Paragraph (i) above.
5. The beneficiary's prognosis.

i. The Medical Director or LPHA shall type or legibly print their name, and sign and date the continuing services information when completed. The signature shall be adjacent to the typed or legibly printed name.

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iii. If the Medical Director or LPHA determines that continuing treatment services for the beneficiary is not medically necessary, the provider shall discharge the beneficiary from the current LOC and transfer to the appropriate services.

b. Residential services length of stay shall be in accordance with Article III.H of this Agreement.

17. Discharge.

i. Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. For outpatient services, intensive outpatient services and residential services, in addition to the requirements of this subsection, an involuntary discharge is subject to the requirements set forth in Article II.G.2. of this Agreement.

ii. An LPHA or counselor shall complete a discharge plan for each beneficiary, except for a beneficiary with whom the provider loses contact.

a. The discharge plan shall include, but not be limited to, all of the following:

i. A description of each of the beneficiary's relapse triggers.

ii. A plan to assist the beneficiary to avoid relapse when confronted with each trigger.

iii. A support plan.

b. The discharge plan shall be prepared within 30 calendar days prior to the scheduled date of the last face-to-face treatment with the beneficiary.

i. If a beneficiary is transferred to a higher or lower level of care based on ASAM criteria within the same DMC certified program, they are not required to be discharged unless there has been more than a 30-calendar day lapse in treatment services.

c. During the LPHA's or counselor's last face-to-face treatment with the beneficiary, the LPHA or counselor and the beneficiary shall type or legibly print their names, sign and date the discharge plan. The signatures shall be adjacent to the typed or legibly printed name. A copy of the discharge plan shall be

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provided to the beneficiary and documented in the beneficiary record.

iii. The LPHA or counselor shall complete a discharge summary, for any beneficiary with whom the provider lost contact, in accordance with all of the following requirements:
   a. The LPHA or counselor shall complete the discharge summary within 30 calendar days of the date of the last face-to-face treatment contact with the beneficiary.
   b. The discharge summary shall include all of the following:
      i. The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
      ii. The reason for discharge.
      iii. A narrative summary of the treatment episode.
      iv. The beneficiary's prognosis.

18. Reimbursement of Documentation.

i. If the Contractor allows for the inclusion of the time spent documenting when billing for a unit of service delivered, the Contractor shall require its subcontracted providers to include the following information in their progress notes:
   a. The date the progress note was completed.
   b. The start and end time of the documentation of the progress note.

ii. Documentation activities shall be billed as a part of the covered service unit.

IV. Definitions

A. The words and terms of this Intergovernmental Agreement are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title 6.

1. ***"Abuse"*** means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medicaid program.

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2. ***"Adolescents"*** means beneficiaries between the ages of twelve and under the age of twenty-one.

3. ***"Administrative Costs"*** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC-**ODS** program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Omni-Circular and the State Controller's Office Handbook of Cost Plan Procedures.

4. ***"Adverse benefit determination"*** means, in the case of an MCO, PIHP, or PAHP, any of the following:

   (1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit.

   (2) The reduction, suspension, or termination of a previously authorized service.

   (3) The denial, in whole or in part, of payment for a service,

   (4) The failure to provide services in a timely manner, as defined by the state

   (5) The failure of an MCO, PIHP, or PAHP to act within the timeframes provided in §**42 CFR** 438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals.

   (6) For a resident of a rural area with only one MCO, the denial of an enrollee's request to exercise his or her right, under §**42 CFR** 438.52(b)(2)(ii), to obtain services outside the network.

   (7) The denial of an enrollee's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other enrollee financial liabilities.

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5. ***"Appeal"*** is the request for review of an adverse benefit determination.

6. ***"ASAM Assessment"*** means an assessment that utilizes the published ASAM criteria for the purpose of determining a level of care.

7. ***"ASAM Criteria-Medical Necessity"*** pertains to necessary care for biopsychosocial severity and is defined by the extent and severity of problems in all six multidimensional assessment areas of the patient. It should not be restricted to acute care and narrow medical concerns (such as severity of withdrawal risk as in Dimension 1); acuity of physical health needs (as in Dimension 2); or Dimension 3 psychiatric issues (such as imminent suicidality). Rather, "medical necessity" encompassos all six assessment dimensions so that a more holistic concept would be "Clinical Necessity," "necessity of care," or "clinical appropriateness."

8. ***"Authorization"*** is the approval process for DMC-ODS Services prior to the submission of a DMC claim.

9. ***"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.

10. ***"Beneficiary"*** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the current "Diagnostic and Statistical Manual of Mental Disorders (DSM)" criteria; and (d) meets the admission criteria to receive DMC covered services.

11. ***"Beneficiary/Enrollee Encounter Data"*** means the information relating to the receipt of any item(s) or service(s) by an enrollee under a contract between a state and a MCO, PIHP, or PAHP that is subject to the requirements of §§438.242 and 438.818.

12. ***"Beneficiary Handbook"*** is the state developed model enrollee handbook.

13. ***"Calendar Week"*** means the seven-day period from Sunday through Saturday.

14. ***"Case Management"*** means a service to assist a beneficiary to access needed medical, educational, social, prevocational,

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vocational, rehabilitative, or other community services.

15. ***"Certified Provider"*** means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in Title 22, California Code of Regulations, Section 51341.1.

16. ***"Collateral Services"*** means sessions with therapists or counselors and significant persons in the life of a beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

17. ***"Complaint"*** means requesting to have a problem solved or have a decision changed because you are not satisfied. A complaint is sometimes called a grievance or an appeal.

18. ***"Contractor"*** means the county identified in the Standard Agreement or DHCS authorized by the County Board of Supervisors to administer substance use disorder programs.

19. ***"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.

20. ***"County"*** means the county in which the Contractor physically provides covered substance use treatment services.

21. ***"County Realignment Funds"*** means Behavioral Health Subaccount funds received by the County as per California Code Section 30025.

22. ***"Crisis Intervention"*** means a contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance, which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to stabilization of the beneficiary's emergency situation.

23. ***"Days"*** means calendar days, unless otherwise specified.

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24. ***"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 DMC-ODS services to persons eligible for Contractor services.

25. ***"Discharge services"*** **means the process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.**

26. ***"Discrimination Grievance"*** **means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.**

27. ***"DMC-ODS Services"*** **means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; WIC 14124.24; and California's Medicaid State Plan, including the DMC ODS 1115 Demonstration Waiver special terms and conditions.**

~~25.~~ 28. ***"Drug Medi-Cal Organized Delivery System"*** ~~DMC Organized Delivery System~~ is a Medi-Cal benefit in counties that choose to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in a county that opts into the Pilot program. Upon approval of an implementation plan, the state shall contract with the county to provide DMC-ODS services. The county shall, in turn, contract with DMC certified providers or provide county-operated services to provide all services outlined in the DMC-ODS. Counties may also contract with a managed care plan to provide services. Participating counties with the approval from the state may develop regional delivery systems for one or more of the required modalities or request flexibility in delivery system design or comparability of services. Counties may act jointly in order to deliver these services.

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~~26.~~ ~~*"Discharge services"* means the process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.~~

~~27. *"DMC-ODS Services"* means these DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; WIC 14124.24; and California's Medicaid State Plan, including the DMC-ODS 1115 Demonstration Waiver special terms and conditions.~~

~~28.~~ 29. ***"Drug Medi-Cal Program"*** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.

~~29.~~ 30. ***"Drug Medi-Cal Termination of Certification"*** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a Drug Medi-Cal certification termination notice.

~~30.~~ 31. ***"Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"*** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

~~31.~~ 32. ***"Education and Job Skills"*** means linkages to life skills, employment services, job training, and education services.

~~32.~~ 33. ***"Emergency medical condition"*** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

(1) Placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy.

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(2) Serious impairment to bodily functions.

(3) Serious dysfunction of any bodily organ or part.

~~33.~~ 34. ***"Emergency services"*** means covered inpatient and outpatient services that are as follows:

(1) Furnished by a provider that is qualified to furnish these services under ~~this~~ Title 42.

(2) Needed to evaluate or stabilize an emergency medical condition.

~~34.~~ 35. ***"Excluded Services"*** means services that are not covered under this Agreement.

~~35.~~ 36. ***"Face-to-Face"*** means a service occurring in person.

~~36.~~ 37. ***"Family Support"*** means linkages to childcare, parent education, child development support services, and family and marriage education.

~~37.~~ 38. ***"Family Therapy"*** means including a beneficiary's family members and loved ones in the treatment process, and education about factors that are important to the beneficiary's recovery as well as their own recovery can be conveyed. Family members may provide social support to beneficiaries, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

~~38.~~ 39. ***"Fair Hearing"*** means the state hearing provided to beneficiaries upon denial of appeal pursuant to 22 CCR 50951 and 50953 and 9 CCR 1810.216.6. Fair hearings shall comply with 42 CFR 431.220(a)(5), 438.408(f), 438.414, and 438.10(g)(1).

~~39.~~ 40. ***"Federal Financial Participation (FFP)"*** means the share of federal Medicaid funds for reimbursement of DMC services.

40. 41. ***"Final Settlement"*** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the state. If the audit is not completed within three years, the interim settlement shall be considered as the final

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settlement.

41. 42. ***"Fraud"*** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or state law.

~~42.~~ 43. ***"Grievance"*** means an expression of dissatisfaction about any matter other than an adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the enrollee's rights regardless of whether remedial action is requested. Grievance includes an enrollee's right to dispute an extension of time proposed by the MCO, PIHP or PAHP[3] to make an authorization decision.

43. 44. ***"Grievance and Appeal System"*** means the processes the MCO, PIHP, or PAHP implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them.

44. 45. ***"Group Counseling"*** means contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A beneficiary that is 17 years of age or younger shall not participate in-group counseling with any participants who are 18 years of age or older. However, a beneficiary who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

45. 46. ***"Hospitalization"*** means that a patient needs a supervised recovery period in a facility that provides hospital inpatient care.

~~46.~~ 47. ***"Individual Counseling"*** means contact between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

~~47.~~ 48. ***"Intake"*** means the process of determining **whether** a beneficiary meets the medical necessity criteria and **whether** a beneficiary is

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admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for substance use disorder treatment and evaluation.

~~48.~~ 49. ***"Intensive Outpatient Services"*** means (ASAM Level 2.1) structured programming services consisting primarily of counseling and education about addiction-related problems a minimum of nine (9) hours with a maximum of 19 hours per week for adults, and a minimum of six (6) hours with a maximum of 19 hours per week for adolescents. Services may be provided in any appropriate setting in the community. Services may be provided in-person, by telephone or by telehealth. Also known as Intensive Outpatient Treatment.

~~49.~~ 50. ***"Interim Settlement"*** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.

~~50.~~ 51. ***"Key Points of Contact"*** means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

~~51.~~ 52. ***"Long-Term Services and Supports (LTSS)"*** means services and supports provided to beneficiaries of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.

~~52.~~ 53. ***"Licensed Practitioners of the Healing Arts (LPHA)"*** includes: Physicians, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians.

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~~53.~~ 54. ***"Managed Care Organization (MCO)"*** means an entity that has, or is seeking to qualify for, comprehensive risk contract under ~~this~~**42 CFR** part **438**, and that is-

(1) A Federally qualified HMO that meets the advance directives requirements of subpart I of part 489 of this ~~chapter~~**Title 20 Chapter 4**; or

(2) ~~Any public~~ Any public or private entity that meets the advance directives requirements and is determined by the Secretary to also meet the following conditions:

(i) Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity.

(ii) Meets the solvency standards of the §438.116.

~~54.~~ 55. ***"Managed Care Program"*** means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Act.

~~55.~~ 56. ***"Maximum Payable"*** means the encumbered amount reflected on the Standard Agreement of this Agreement and supported by Exhibit B, Attachment I.

56. 57. ***"Medical Necessity" and "Medically Necessary Services"*** means those SUD treatment services that are reasonable and necessary to protect life, prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of a disease, illness, or injury consistent with 42 CFR 438.210(a)(4) or, in the case of EPSDT, services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.

~~57.~~ 58. ***"Medical Necessity Criteria"*** means adult beneficiaries must have one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, and must meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria. Adults shall meet the ASAM Adult Dimensional Admission Criteria. Youth under 21 may be assessed to be at risk for developing a substance use disorder, and if

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applicable, must meet the ASAM adolescent diagnostic admission criteria. Beneficiaries under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health.

~~58.~~ 59. ***"Medical psychotherapy"*** means a type of counseling service that has the same meaning as defined in 9 CCR § 10345.

~~59.~~ 60. ***"Medication Services"*** means the prescription or administration of medication related to substance use disorder treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services.

~~60.~~ 61. ***"Modality"*** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.

61. 62. ***"Opioid (Narcotic) Treatment Program"*** means an outpatient clinic licensed by the state to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.

~~62.~~ 63. ***"Naltrexone Treatment Services"*** means an outpatient treatment service directed at serving detoxified opiate addicts by using the drug Naltrexone, which blocks the euphoric effects of opiates and helps prevent relapse to opiate addiction.

~~63.~~ 64. ***"Network"*** means the group of entities that have contracted with the PIHP to provide services under this Agreement.

~~64.~~ 65. ***"Network Provider"*** means any provider, group of providers, or entity that has a network provider agreement with a MCO, PIHP, PAHP, or a subcontract, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the state's contract with an MCO, PIHP or PAHP. A network provider is not a subcontractor by virtue of the network provider agreement.

~~65.~~ 66. ***"Non-participating provider"*** means a provider that is not engaged in the continuum of services under this Agreement.

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~~66.~~ 67. ***"Non-Perinatal Residential Program"*** services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

~~67.~~ 68. ***"Non-Quantitative Treatment Limitation (NQTL)"*** means a limit on the scope or duration of benefits that is not expressed numerically. Non-quantitative treatment limitations include:

a. Medical management standards limiting or excluding benefits based on medical necessity or medical appropriateness, or based on whether the treatment is experimental or investigative;
b. Formulary design for prescription drugs;
c. Network tier design;
d. Standards for provider admission to participate in a network, including reimbursement rates;
e. Methods for determining usual, customary, and reasonable charges;
f. Refusal to pay for higher-cost therapies until it can be shown that a lower-cost therapy is not effective (also known as fail-first policies or step therapy protocols);
g. Exclusions based on failure to complete a course of treatment;
h. Restrictions based on geographic location, facility type, provider specialty, and other criteria that limit the scope or duration of benefits for services; and
i. Standards for providing access to out-of-network providers.

~~68.~~ 69. ***"Nonrisk Contract"*** means a contract between the state and a PIHP or PAHP under which the ~~contractor~~**Contractor**-

(1) Is not at financial risk for changes in utilization or for costs incurred under the contract that do not exceed the upper payment limits specified in §**42 CFR** 447.362; and

(2) May be reimbursed by the state at the end of the contract period on the basis of the incurred costs, subject to the specified limits

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~~69.~~ 70. ***"Notice of Adverse Benefit Determination (NOABD)"*** means a formal communication of any action and consistent with 42 CFR 438.404 and 438.10.

~~70.~~ 71. ***"Observation"*** means the process of monitoring the beneficiary's course of withdrawal. It is to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.

~~71.~~ 72. ***"Outpatient Services"*** means (ASAM Level 1.0) outpatient service directed at stabilizing and rehabilitating persons up to nine hours of service per week for adults, and less than six hours per week for adolescents.

~~72.~~ 73. ***"Overpayment"*** means any payment made to a network provider by a MCO, PIHP, or PAHP to which the network provider is not entitled to under Title XIX of the Act or any payment to a MCO, PIHP, or PAHP by a state to which the MCO, PIHP, or PAHP is not entitled to under Title XIX of the Act.

~~73.~~ 74. ***"Patient Education"*** means providing research based education on addiction, treatment, recovery and associated health risks.

74. 75. ***"Participating provider"*** means a provider that is engaged in the continuum of services under this Agreement.

~~75.~~ 76. ***"Payment Suspension"*** means the Drug Medi-Cal certified provider has been issued a notice pursuant to WIC 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

~~76.~~ 77. ***"Performance"*** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit A, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), if applicable, in expending funds for the provision of SUD services hereunder.

~~77.~~ 78. ***"Perinatal DMC Services"*** means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful

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effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c)(4)).

~~78.~~ 79. ***"Physician"*** as it pertains to the supervision, collaboration, and oversight requirements in sections 1861(aa)(2)(B) and (aa)(3) of the Act, a doctor of medicine or osteopathy legally authorized to practice medicine or surgery in the State in which the function is performed.

~~79.~~ 80. ***"Physician Consultation"*** services are to support DMC physicians with complex cases, which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

80. 81. ***"Physician services"*** means services provided by an individual licensed under state law to practice medicine.

~~81.~~ 82. ***"Plan"*** means any written arrangement, by one or more entities, to provide health benefits or medical care or assume legal liability for injury or illness.

~~82.~~ 83. ***"Postpartum"*** as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

~~83.~~ 84. ***"Postservice Postpayment (PSPP) Utilization Review"*** means the review for program compliance and medical necessity, conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in Article III.PP of this Agreement.

~~84.~~ 85. ***"Potential Beneficiary/Enrollee"*** means a Medicaid beneficiary who is subject to mandatory enrollment or may voluntarily elect to enroll in a given MCO, PIHP, PAHP, PCCM or PCCM entity, but is not yet an enrollee of a specific MCO, PIHP, PAHP, PCCM, or PCCM entity.

~~85.~~ 86. ***"Preauthorization"*** means approval by the Plan that a covered service is medically necessary.

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~~86.~~ 87. ***"Prepaid Ambulatory Health Plan (PAHP)"*** means an entity that:

(1) Provides services to enrollees under contract with the state, and on the basis of capitation payments, or other payment arrangements that do not use State Plan payment rates.

(2) Does not provide or arrange for, and is not otherwise responsible for the provision of any inpatient hospital or institutional services for its enrollees; and

(3) Does not have a comprehensive risk contract.

~~87.~~ 88. ***"Prepaid Inpatient Health Plan (PIHP)"*** means an entity that:

(1) Provides services to enrollees under contract with the state, and on the basis of capitation payments, or other payment arrangements that do not use State Plan payment rates.

(2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its enrollees; and

(3) Does not have a comprehensive risk contract.

~~88.~~ 89. ***"Prescription drugs"*** means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

(1) Prescribed by a physician or other licensed practitioner of the healing arts within the scope of this professional practice as defined and limited by Federal and State law

(2) Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

(3) Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

~~89.~~ 90. ***"Primary Care"*** means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

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~~90.~~ 91. ***"Primary Care Case Management Entity (PCCM entity)"*** means an organization that provides any of the following functions, in addition to primary care case management services, for the state:

(1) Provision of intensive telephonic or face-to-face case management, including operation of a nurse triage advice line.

(2) Development of enrollee care plans.

(3) Execution of contracts with and/or oversight responsibilities for the activities of FFS providers in the FFS program.

(4) Provision of payments to FFS providers on behalf of the state.

(5) Provision of enrollee outreach and education activities.

(6) Operation of a customer service call center.

(7) Review of provider claims, utilization and practice patterns to conduct provider profiling and/or practice improvement.

(8) Implementation of quality improvement activities including administering enrollee satisfaction surveys or collecting data necessary for performance measurement of providers.

(9) Coordination with behavioral health systems/providers.

(10) Coordination with long-term services and supports systems/providers.

~~91.~~ 92. ***"Primary Care Case Manager (PCCM)"*** means a physician, a physician group practice or, at State option, any of the following:

(1) A physician assistant

(2) A nurse practitioner

(3) A certified nurse-midwife

~~92.~~ 93. ***"Primary care physician (PCP)"*** means a Physician responsible for supervising, coordinating, and providing initial and Primary Care to patients and serves as the medical home for Members. The PCP is a general practitioner, internist, pediatrician, family practitioner, or obstetrician/gynecologist.

~~93.~~ 94. ***"Primary care provider"*** means a person responsible for supervising, coordinating, and providing initial and Primary Care to

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patients, for initiating referrals, and for maintaining the continuity of patient care. A Primary Care Provider may be a Primary Care Physician or Non-Physician Medical Practitioner.

~~94.~~ 95. ***"Projected Units of Service"*** means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

~~95.~~ 96. ***"Provider"*** means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is legally authorized to do so by the state in which it delivers the services.

~~96.~~ 97. ***"Provider-preventable condition"*** means a condition that meets the definition of a health care-acquired condition — a condition occurring in any inpatient hospital setting, identified as a HAC by the Secretary under section 1886(d)(4)(D)(iv) of the Act for purposes of the Medicare program identified in the State Plan as described in section 1886(d)(4)(D)(ii) and (iv) of the Act; other than Deep Vein Thrombosis (DVT)/Pulmonary Embolism (PE) as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients — or an "other provider-preventable condition," which is defined as a condition occurring in any health care setting that meets the following criteria:

(1) Is identified in the State Plan.

(2) Has been found by the state, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.

(3) Has a negative consequence for the beneficiary.

(4) Is auditable.

(5) Includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; surgical or other invasive procedure performed on the wrong patient.

98. **"Quality Assessment/Utilization Review (QA/UR)" activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health**

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care services and items for which payment may be made to determine whether:

(1) **Such services are or were reasonable and medically necessary and whether such services and items are allowable.**
(2) **The quality of such services meets professionally recognized standards of health care.**

~~97.~~ **99.** ***"Quantitative Treatment Limitation (QTL)"*** means a limit on the scope or duration of a benefit that is expressed numerically.

~~98.~~ **100.** ***"Re-certification"*** means the process by which the DMC certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

~~99.~~ **101.** ***"Recovery monitoring"*** means recovery coaching, monitoring via telephone and internet. Recovery monitoring is only available in Recovery services.

~~100.~~ **102.** ***"Recovery Services"*** are available after the beneficiary has completed a course of treatment. Recovery services emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients.

~~101.~~ **103.** ***"Rehabilitation Services"*** includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of his practice under state law, for maximum reduction of physical or mental disability and restoration of a beneficiary to his best possible functional level.

102. **104.** ***"Relapse"*** means a single instance of a beneficiary's substance use or a beneficiary's return to a pattern of substance use.

~~103.~~ **105.** ***"Relapse Trigger"*** means an event, circumstance, place or person that puts a beneficiary at risk of relapse.

~~104.~~ **106.** ***"Residential Treatment Services"*** means a non-institutional, 24-hour non-medical, short-term residential program of any size that

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provides rehabilitation services to beneficiaries. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills, and access community support systems. Programs shall provide a range of activities and services. Residential treatment shall include 24-hour structure with available trained personnel, seven days a week, including a minimum of five hours of clinical service a week to prepare beneficiary for outpatient treatment.

~~105.~~ 107. ***"Revenue"*** means Contractor's income from sources other than the state allocation.

~~106.~~ 108. ***"Safeguarding medications"*** means facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.

~~107.~~ 109. ***"Service Area"*** means the geographical area under the Contractor's jurisdiction.

~~108.~~ 110. ***"Service Authorization Request"*** means a beneficiary's request for the provision of a service.

~~109.~~ 111. ***"Short-Term Resident"*** means any beneficiary receiving residential services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential facility in which they are receiving the services.

~~110.~~ 112. ***"State"*** means the Department of Health Care Services or DHCS.

~~111.~~ 113. ***"Subcontract"*** means an agreement between the Contractor and its subcontractors. A subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/beneficiary services.

~~112.~~ 114. ***"Subcontractor"*** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I.

~~113.~~ 115. ***"Substance Abuse Assistance"*** means peer-to-peer services and relapse prevention. Substance abuse assistance is only

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available in Recovery services.

~~114.~~ 116. ***"Substance Use Disorder Diagnoses"*** are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

~~115.~~ 117. ***"Substance Use Disorder Medical Director"*** has the same meaning as in 22 CCR § 51000.24.4.

~~116.~~ 118. ***"Support Groups"*** means linkages to self-help and support, spiritual and faith-based support.

~~117.~~ 119. ***"Support Plan"*** means a list of individuals and/or organizations that can provide support and assistance to a beneficiary to maintain sobriety.

~~118.~~ 120. ***"Telehealth Between Provider and Beneficiary"*** means office or outpatient visits via interactive audio and video telecommunication systems.

~~119.~~ 121. ***"Telehealth Between Providers"*** means communication between two providers for purposes of consultation, performed via interactive audio and video telecommunications systems.

~~120.~~ 122. ***"Temporary Suspension"*** means the provider is temporarily suspended from participating in the DMC program as authorized by WIC 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

~~121.~~ 123. ***"Threshold Language"*** means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in an identified geographic area.

~~122.~~ 124. ***"Transportation Services"*** means provision of or arrangement for transportation to and from medically necessary treatment.

~~123.~~ 125. ***"Unit of Service"*** means:

(A) For case management, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a beneficiary in 15-minute increments on a calendar day.

(B) For additional medication assisted treatment, physician

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services that includes ordering, prescribing, administering, and monitoring of all medications for substance use disorders per visit or in 15-minute increments.

(C) For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and Chapter 4 commencing with 9 CCR § 10000.

(D) For physician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

(E) For residential services, providing 24-hour daily service, per beneficiary, per bed rate.

(F) For withdrawal management per beneficiary per visit/daily unit of service.

~~124.~~ 126. ***"Urgent care"*** means a condition perceived by a beneficiary as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

~~125.~~ 127. ***"Utilization"*** means the total actual units of service used by beneficiaries and participants.

~~126.~~ 128. ***"Withdrawal Management"*** means detoxification services provided in either an ambulatory or non-ambulatory setting consistent with the ASAM level of care criteria to DMC ODS beneficiaries.

V. Contractor Specific Requirements

Beginning June 29, 2018 and ending June 30, 2020, in addition to the general requirements outlined in Exhibit A, Attachment I, the Contractor agrees to the following Contractor specific requirements:

A. Covered Services

In addition to the Mandatory DMC-ODS Covered Services outlined in Article III.C of Exhibit A, Attachment I, the Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for medically necessary Contractor Specific Covered Services in the Contractor's service area in compliance with 42 CFR 438.210(a)(1), 438.210(a)(2), and 438.210(a)(3).

1. The Contractor shall deliver the Contractor Specific Covered Services within a continuum of care as defined in the ASAM criteria.

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Exhibit A, Attachment I A2
Program Specifications

B. Access to Services

In addition to the general access to services requirements outlined in Article III.F of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific access to services requirements:

1. Beneficiary Access Line (BAL)
   i. The Contractor shall provide a toll-free 24/7 BAL to beneficiaries seeking access to Substance Use Disorder (SUD) services.
   ii. The Contractor's BAL shall provide oral and audio-logical (TTY/TDY) translations in the beneficiary's primary language.
   iii. The Contractor shall publish the BAL information on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.
   iv. The BAL shall provide 24/7 referrals to services for urgent conditions and medical emergencies
2. The Contractor shall allow the beneficiary point of entry through the BAL. Alternatively, the Contractor shall allow beneficiaries to appear in person at any Contractor-operated or subcontracted DMC-ODS service provider.
   i. BAL Point of Entry
      a. The Contractor shall initially screen beneficiaries over the phone to determine whether there is sufficient information to make a referral to the appropriate ASAM Level of Care (LOC). The Contractor's BAL may also refer beneficiaries to the Substance Abuse Services Central Intake Unit (SAS CIU) for screening and ASAM assessment to determine the beneficiary's appropriate LOC.
      b. The Contractor shall ensure that beneficiaries determined to be in crisis shall be immediately linked to the San Joaquin Behavioral Health Crisis Clinic for support and management.
      c. Beneficiaries screened as having an urgent need will be referred for an appointment with qualified staff within one business day.
      d. The Contractor shall provide eligible, non-urgent beneficiaries a face-to-face appointment with the appropriate LOC provider within ten business days from the initial referral.
      e. The BAL shall be staffed by certified/registered alcohol and drug counselor or Licensed Practitioner of the Healing Arts (LPHA) after normal business hours.
   ii. Contractor-operated and subcontracted DMC-ODS service provider Point of Entry
      a. The Contractor shall allow beneficiaries to appear in person at any county-operated or subcontracted DMC-ODS service provider and receive same-day screening, ASAM assessments, and referral, if available.
      b. The Contractor shall allow beneficiaries to appear in person at the SAS CIU and receive same-day screenings, ASAM assessments,

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and referral, if available.

c. Upon placement, the DMC-ODS provider shall complete an ASAM, as wells as, a Bio Psycho Social assessment or a Child & Adolescent Needs & Strengths (CANS) assessment. This assessment shall include a face-to-face or telehealth appointment with medical staff or an LPHA to determine diagnosis, medical necessity, and the appropriateness of the LOC.
d. The Contractor shall ensure that ASAM assessments are conducted by an LPHA or by a certified/registered alcohol and drug counselor and then reviewed and approved by a LPHA or Medical Director.
e. The Medical Director, a licensed physician, or a LPHA must diagnose the beneficiary as having at least one DSM 5 Substance Use Disorder.
f. Medical necessity for DMC-ODS services shall be determined as part of the assessment process and shall be performed through a face-to-face interview or via telehealth.
g. In the event that the full ASAM assessment yields an ASAM LOC recommendation that does not agree with the preliminary ASAM assessment result, the beneficiary shall be transitioned to the appropriate LOC.
g. If the entity screening or assessing the beneficiary determines that the medical necessity criteria, pursuant to DMC-ODS Special Terms and Conditions (STCs) 128 (e), has not been met, then a written Notice of Adverse Benefit Determination shall be issued in accordance with 42 CFR 438.404.

C. Timely Access

In addition to the general timely access requirements outlined in Article II.E of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific timely access requirements:

1. Time or**and** Distance Requirements
   i. **The Contractor shall adhere to, in all geographic areas within the county, all applicable time and distance standards for network providers developed by the Department, including those set forth in WIC Section 14197 and any Information Notices pursuant to that section:** ~~For outpatient and intensive outpatient services, the Contractor shall maintain a network of providers that are located within the following time or distance standards:~~
      ~~a. Up to 30 miles or 60 minutes from the beneficiary's place of residence.~~
   ~~ii. For Opioid Treatment Program (OTP) services, the Contractor shall maintain a network of providers that are located within the following time or distance standards:~~

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a. ~~Up to 30 miles or 60 minutes from the beneficiary's place of resid~~ence.

2. Timely Access Requirements
   i. For outpatient and intensive outpatient services, the Contractor shall ensure a face-to-face appointment within ten business days of the service authorization request.
   ii. For OTP, the Contractor shall ensure a face-to-face appointment within three business days of the service authorization request.
   iii. The BAL and DMC-ODS providers shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.
3. Network Adequacy
   i. Beginning July 1, 2018, the Contractor shall comply with the Department's network adequacy standards outlined in Article II.C of this Exhibit A, Attachment I.
4. Non-Compliance
   i. In the event of non-compliance with network adequacy standards or time access requirements, the Contractor shall provide the subcontractor or provider technical assistance to adhere to the requirements. Contractor shall also issue a written report documenting the non-compliance and require the provider or subcontractor to submit a Corrective Action Plan (CAP) within 30 days of the report. Contractor shall be responsible for approving the CAP and verifying corrections have been made to resolve network adequacy and timely access requirements.

D. Coordination of Care

In addition to the general coordination and continuity of care requirements outlined in Article III.G of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor coordination and continuity of care requirements:

1. Reassessments:
   i. The Contractor shall reassess all outpatient and intensive outpatient treatment beneficiaries, at a minimum of every 90 days, unless medical necessity warrants more frequent reassessments as documented in the individualized treatment plan.
   ii. The Contractor shall reassess beneficiaries initially authorized for residential treatment, at a minimum of every 30 days, unless medical necessity warrants more frequent reassessments as documented in the individualized treatment plan.
2. Transitions to Other Levels of Care:
   i. The Contractor's Case Managers shall ensure the transition of the beneficiaries to appropriate LOC. This may include step-up or step-down in SUD treatment services. Case Managers shall provide warm hand-offs and transportation to the new LOC when medically

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necessary and documented in the individualized treatment plan.

ii. The Contractor's Case Managers shall ensure transitions to other LOCs will occur within ten business days from the time of assessment or reassessment with no interruption of current treatment services.

iii. The Contractor shall manage a beneficiary's transition of care to a DMC-ODS provider when that beneficiary has received, and no longer requires, inpatient SUD services (ASAM level 3.7 and 4.0 services) in an acute care hospital, or another Fee for Service (FFS) facility.

iv. The Contractor shall manage a beneficiary's transition of care to a DMC-ODS provider when that beneficiary has received, and no longer requires, inpatient SUD services (ASAM level 3.7 and 4.0 services) in a subcontracted Chemical Dependency Recovery Hospital (CDRH) or Acute Freestanding Psychiatric hospital.

E. Memorandum of Understanding

In addition to the general memorandum of understanding requirements outlined in Article III.G.3 of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor Memorandum of Understanding (MOU) requirements:

1. The Contractor shall enter into MOUs with managed care plans. The MOU shall outline the mechanism for sharing information and coordination of service delivery pursuant to STC 151 (b) and (c).

F. Authorization of Services – Residential Programs

In addition to the general authorization of residential services requirements outlined in Article III.H of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific authorization of residential services requirements:

1. Authorization Requests
   i. The Contractor shall process prior authorization determinations for residential treatment within 24 hours of the service authorization request.
   ii. The Contractor shall ensure the beneficiaries meet the DSM and ASAM criteria requirements to receive residential services.
   iii. Medical necessity for beneficiaries presenting for residential treatment shall be determined by either a Medical Director or an LPHA.
   iv. The Contractor shall continually assess beneficiaries throughout treatment and prior to the end of the initial 30 days of treatment.
      a. Lengths of stay shall vary according to the assessed medical need for each beneficiary.
      b. The provider shall submit either a discharge plan or a request for continued residential services to the Contractor.
   v. The Contractor shall give written notice to the beneficiary of any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, determined by medical necessity.

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G. Outpatient Services (ASAM Level 1)

In addition to the general outpatient services requirements outlined in Article III.O of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific outpatient services requirements:

1. The Contractor shall provide outpatient services (ASAM Level 1) to beneficiaries (up to nine hours a week for adults, and less than six hours a week for adolescents) when determined by a Medical Director or LPHA to be medically necessary, and in accordance with an individualized treatment plan.
2. The Contractor may provide outpatient services in-person or by telephone by a licensed professional or a registered or certified counselor in any appropriate setting in the community, in accordance with HIPAA and 42 CFR Part 2.
3. The components of outpatient services shall include intake, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, treatment planning and discharge services.
4. The Contractor shall provide case management services to beneficiaries receiving outpatient services to coordinate care with ancillary service providers and facilitate transitions between LOC.

H. Intensive Outpatient Services (ASAM Level 2.1)

In addition to the general intensive outpatient services requirements outlined in Article III.P of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific intensive outpatient services requirements:

1. The Contractor shall provide intensive outpatient services (ASAM Level 2.1) to adult beneficiaries a minimum of nine hours with a maximum of 19 hours a week, when determined by a Medical Director or LPHA to be medically necessary, and in accordance with an individualized treatment plan.
   I. The Contractor may provide more than 19 hours per week to adults when determined by a Medical Director or LPHA to be medical necessary, and in accordance with the individualized treatment plan.
   II. The Contractor may extend a beneficiary's length of treatment when determined by a Medical Director or LPHA to be medically necessary, and in accordance with the individualized treatment plan.
2. The Contractor shall provide intensive outpatient services (ASAM Level 2.1) to adolescent beneficiaries a minimum of six hours with a maximum of 19 hours a week, when determined by a Medical Director or LPHA to be medically necessary, and in accordance with an individualized treatment plan.
   i. The Contractor may provide more than 19 hours per week to adolescents when determined by a Medical Director or LPHA to be

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medical necessary, and in accordance with the individualized treatment plan.

ii. The Contractor may extend a beneficiary's length of treatment when determined by a Medical Director or LPHA to be medically necessary, and in accordance with the individualized treatment plan.

3. The Contractor may provide intensive outpatient services in-person or by telephone by a licensed professional or a certified counselor in any appropriate setting in the community in accordance with HIPAA and 42 CFR Part 2.
4. Intensive outpatient services shall include counseling and education about addiction-related problems, with specific components including intake, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, treatment planning and discharge services.
5. The Contractor shall provide case management services to beneficiaries receiving intensive outpatient services to coordinate care with ancillary service providers and facilitate transitions between LOC.

l. **Residential Treatment Services**

In addition to the general residential treatment services requirements outlined in Article III.Q of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific residential treatment services requirements:

1. The Contractor shall provide residential services to non-perinatal and perinatal beneficiaries in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.
2. The length of residential services ranges from one to 90 days with a 90-day maximum for adults, unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis.
3. Adolescents, under the age of 21, shall receive continuous residential services for a maximum of 30 days. Adolescent beneficiaries may receive a 30-day extension if that extension is determined to be medically necessary. Adolescent beneficiaries are limited to one extension per year.
   i. Nothing in the DMC-ODS overrides any EPSDT requirements. Adolescent beneficiaries may receive a longer length of stay based on medical necessity.
4. For adult beneficiaries, only two non-continuous 90-day regimens shall be authorized in a one-year period.
5. Medical necessity for beneficiaries presenting for residential treatment shall be determined by either a Medical Director or an LPHA.
6. The components of Residential Treatment Services shall include intake, individual and group counseling, family therapy, patient education, safeguarding medications, collateral services, crisis intervention services, treatment planning, transportation services and discharge services.

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7. Pursuant to STC 134 (c), perinatal clients shall receive lengths of stay up to the length of the pregnancy and postpartum period (60 days after the pregnancy ends).
8. The Contractor shall make ASAM LOC Designations for 3.1 (Clinically Managed Low-Intensity Residential Services), and 3.5 (Clinically Managed High-Intensity Residential Services) available for adult and adolescent (ages 18-20) beneficiaries.
9. The Contractor shall make available to adolescent beneficiaries (ages 17 and under) ASAM LOC designations for 3.5 (Clinically Managed Population-Specific High-Intensity Residential Services) by or before the end of the first-year of this Intergovernmental Agreement.
10. The Contractor shall make ASAM LOC Designation for 3.3 (Clinically Managed Population-Specific High-Intensity Residential Services) available for beneficiaries within year three of this Intergovernmental Agreement.
11. For residential ASAM LOC 3.7 (Medically Monitored Intensive Inpatient Services) and ASAM LOC 4.0 (Medically Managed Intensive Inpatient Services), the Contractor shall coordinate care for Residential Level 3.7 and Level 4.0, with managed care plans, who are responsible for managing and authorizing the inpatient benefit. In all instances, the Contractor shall ensure 42 CFR Part 2 compliant releases are in place in order to coordinate care with inpatient and out-of-county facilities accepting DMC beneficiaries that are San Joaquin County residents.

J. **Case Management**

In addition to the general case management requirements outlined in Article III.R of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific case management requirements:

1. Contractor shall ensure case management services are provided to all eligible beneficiaries, based on the frequency documented in the individualized treatment plan.
2. As documented on the treatment plan, case management shall provide advocacy and care coordination to physical health, mental health, transportation, housing, vocational, educational, and transition services for reintegration into the community.
3. The Contractor shall be responsible for the oversight and monitoring of case management services.
4. Case management activities and services shall be provided by a registered or certified counselor or LPHA.
5. Case management shall be consistent with and shall not violate confidentiality of alcohol and drug patients as set forth in 42 CFR Part 2, and California law.

K. **Physician Consultation**

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In addition to the general physician consultation requirements outlined in Article III.S of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific physician consultation requirements:

1. Physician Consultation shall include DMC-ODS physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists for complex cases which may address medication selection, dosing, side effect management, adherence, drug-to-drug interactions or LOC considerations.
   i. Physician consultation services shall only be billed by and reimbursed to DMC-ODS providers.

L. Recovery Services

In addition to the general recovery services requirements outlined in Article III.T of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific recovery services requirements:

1. The Contractor shall offer DMC-ODS beneficiaries SUD recovery services, when a Medical Director or LPHA has determined that recovery services are medically necessary and after the DMC-ODS beneficiary has been discharged from SUD treatment services.
   i. Recovery services shall be made available to DMC-ODS beneficiaries in accordance with their individualized treatment plan.
   ii. The Contractor shall not provide a DMC-ODS beneficiary with recovery services while the DMC-ODS beneficiary is receiving SUD treatment services.
2. The components of recovery services shall include:
   i. Outpatient individual or group counseling (relapse prevention).
   ii. Recovery monitoring/coaching (via telephone or the internet).
   iii. Peer-to-peer assistance.
   iv. Care coordination to services to education services, life skills, employment services, and job training.
   v. Care coordination to child care, child development and support services, and marriage/family counseling.
      1. Care coordination to housing assistance, transportation, case management, and individual service coordination.

2. Withdrawal Management

In addition to the general withdrawal management requirements outlined in Article III.U of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific withdrawal management requirements:

1. The Contractor shall provide Withdrawal Management (ASAM Levels 1-WM and 3.2-WM) to beneficiaries.
2. Withdrawal Management services shall be determined by the Medical Director, LPHAs, by contracted and licensed physicians, or by nurse practitioners, as medically necessary, and in accordance with an individualized beneficiary's treatment plan.

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3. The components of Withdrawal Management services shall include intake, observation, medication services, care coordination and discharge services.
4. For beneficiaries in Withdrawal Management, the Contractor shall provide case management services to coordinate care with ancillary service providers and facilitate transitions between LOCs.

M. Opioid (Narcotic) Treatment Program Services

In addition to the general opioid (narcotic) treatment program services requirements outlined in Article III.V of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific opioid (narcotic) treatment program services requirements:

1. The Contractor shall provide Opioid (Narcotic) Treatment Program (ASAM OTP Level 1) services in Narcotic Treatment Provider licensed facilities. Medically necessary services shall be provided in accordance with an individualized treatment plan determined by a licensed physician and approved and authorized according to the State of California requirements.
2. The components of OTPs shall include intake, individual and group counseling, patient education, transportation services, medication services, collateral services, crisis intervention services, treatment planning, medical psychotherapy and discharge services.
   The Contractor shall provide the beneficiary, at minimum 50 minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.
3. The Contractor shall schedule beneficiaries for their first face-to-face service and intake assessment on the same day they are admitted.
4. The Contractor shall ensure case management services are available to coordinate care with treatment and ancillary service providers and facilitate transitions between levels of care. Beneficiaries may be simultaneously participating in OTP services and other ASAM LOCs.

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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, Article 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. Use of State General Funds

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

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder (SUD) services covered by this Agreement.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Intergovernmental Agreement 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 Agreement were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Agreement based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Contractor shall reimburse its subcontractors that receive a combination of Drug Medi-Cal Organized Delivery System (DMC-ODS) funding and other federal or county realignment funding for the same service element and location based on the subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or of the Social Security Act, DMC-ODS Special Terms and Conditions (STCs), and STCs' Attachments. Payments at interim rates shall be settled to lower of actual cost or customary charge at year-end.

F. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS

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shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

G. Expense Allowability/Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement 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 Article III.DD of Exhibit A, Attachment I, the DMC-ODS STCs, and the STCs' Attachments.

Section 2 - General Fiscal Provisions - DMC-ODS

A. Return of Unexpended Funds

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

B. Amendment or Cancellation Due to Insufficient Appropriation

This Agreement is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC-ODS program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this

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program, DHCS solely has the option to void this Agreement or to amend the Agreement to reflect any reduction of funds.

C. Exemptions

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

D. Allowable costs

Allowable costs, as defined and in accordance with the DMC-ODS STCs and the STCs' Attachments, shall be determined in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter B, Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov.

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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 Agreement 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 under 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. Changes to allocated funds will require written amendment to the Agreement.

4. For each fiscal year, DHCS may settle costs for services to the Contractor and its subcontractors based on each fiscal year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved Agreement.

Section 2 - DMC-ODS

A. To the extent that the Contractor provides the covered services in a satisfactory manner, in accordance with the terms and conditions of this Agreement, DHCS agrees to pay the Contractor Federal Medicaid funds according to Article III of Exhibit A, Attachment I. Subject to the availability of such funds, Contractor shall receive Federal Medicaid funds and/or State General Funds for allowable expenditures as established by the Federal Government and approved by DHCS, for the cost of services rendered to beneficiaries.

B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the Welfare and Institutions (W&I) Code, the Health and Safety Code (HSC), the DMC-ODS STCs, and the STCs' Attachments.

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Exhibit B A2
Budget Detail and Payment Provisions

C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for DHCS to deny payments, to recover payments, and/or terminate the Contractor or its subcontractor from DMC-ODS program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the Federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code and DMC-ODS STC 143(h)(vi).

D. Before a denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken. This requirement does not apply to the DMC-ODS Post Service Post Payment Utilization Reviews.

E. DHCS shall refund to the Contractor any recovered Federal DMC-ODS overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code.

F. Contractor shall be reimbursed by DHCS on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.

G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code section 14107.11 and 42 CFR 455.23, shall not be certified or processed for federal or state reimbursement by the Contractor. Payments for any DMC-ODS services shall be held by the Contractor until the payment suspension is resolved.

H. In the event an Agreement amendment is required pursuant to the preceding paragraph, Contractor shall submit to DHCS information as identified in Exhibit E, Section 1(D). To the extent the Contractor is notified of DHCS Budget Act allocation prior to the execution of the Agreement, DHCS and the Contractor may agree to amend the agreement after the issuance of the first revised allocation.

I. Reimbursement for covered services, other than Narcotic Treatment Program (NTP) services, shall be limited ~~to the lower of:~~ **based on the interim rate set forth in Exhibit B, Part V, Section B below.**

~~1. The provider's usual and customary charges to the general public for the same or similar services.~~

~~2. The provider's actual allowable costs.~~

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Exhibit B A2
Budget Detail and Payment Provisions

J. Reimbursement to NTP shall be limited to the lower of either the Uniform Statewide Daily Reimbursement (USDR) rate, pursuant to W&I Code Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public for the purpose of this section (W&I Code Section 14021.51(h)(2)(A)).

K. DHCS shall reimburse the Contractor the State General Funds and/or Federal Medicaid fund amount of the approved DMC-ODS claims and documents submitted in accordance with Article III of Exhibit A, Attachment I.

L. DHCS will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.

M. Contractors and subcontractors must accept, as payment in full, the amounts paid by DHCS in accordance with the DMC-ODS STCs and the STCs' Attachments. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

N. Contractor shall require all subcontractors to comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

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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 Agreement.

B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Objectives of such audits may include, but 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 agreement negotiations.

3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.

4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds.

5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and Agreement 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 Agreement objectives of Exhibit C and D(F).

C. Unannounced visits may be made at the discretion of the DHCS to the Contractor and/or its subcontractors.

D. The refusal of the Contractor or its subcontractors to permit access to, and inspection of, electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective action as a result of its finding in any areas.

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

Exhibit B A2
Budget Detail and Payment Provisions

Section 2 - DMC-ODS Financial Audits

A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC-ODS programs, ~~exclusive of NTP services,~~ to accomplish any of, but not limited to, the following audit objectives:

1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.

2. To ensure that only the cost of allowable DMC-ODS activities are included in reported costs.

3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC-ODS cost per unit.

4. To review documentation of units of service and determine the final number of approved units of service.

5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC-ODS reimbursement.

6. To compute final settlement based on the lower of actual allowable cost or the usual and customary charge, in accordance with the DMC-ODS STCs and the STCs' Attachments.

B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC-ODS cost per unit. In addition, these audits will include, but not be limited to:

1. For those NTP providers **are** required to submit a cost report pursuant to W&I Code Section 14124.24, **and** a review of cost allocation methodology between NTP and other service modalities, and between DMC-ODS and other funding sources **may be conducted by DHCS.**

2. A review of actual costs incurred for comparison to services claimed.

3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

Exhibit B A2
Budget Detail and Payment Provisions

4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.

5. Computation of final settlement based on the lower of USDR or the provider's usual and customary charge to the general public.

6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.

C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.

E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

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

F. Providers of DMC-ODS services shall, upon request, make available to DHCS their fiscal and other records to assure that such providers have adequate recordkeeping capability and to assure that reimbursement for covered DMC-ODS services are made in accordance with Exhibit A, Attachment I, the DMC-ODS STCs, and the STCs' Attachments. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation

2. Fiscal, medical, and other recordkeeping systems

3. Federal income tax status

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4. Asset acquisition, lease, sale, or other action
5. Franchise or management arrangements
6. Patient service charge schedules
7. Costs of operation
8. Cost allocation methodology
9. Amounts of income received by source and purpose
10. Flow of funds and working capital

G. Contractor shall retain records of utilization review activities, required in Exhibit A, Attachment I, Article III.EE herein, for a minimum of ten (10) years.

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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 Agreement performance and compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.

3. Accounting records and supporting documents shall be retained for ten years. When an audit by the Federal Government, DHCS, or the California State Auditor has been started, 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.

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, Article II and Article III.

6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements 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.

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The Contractor shall retain all records required by W&I Code section 14124.1, 42 CFR 433.32, Exhibit A, Attachment I, the DMC-ODS STCs and STCs' Attachments for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under Exhibit A, Attachment I, Article III 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 Agreement number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.

2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Exhibit A, Attachment I and Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective agreement negotiations.

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Exhibit B A2
Budget Detail and Payment Provisions

Part V - DMC-ODS Reimbursement Rates

A. **"Uniform Statewide Daily Reimbursement Rate (USDR)"** means the rate for NTP services based on a unit of service that is a daily treatment service, developed in accordance with Section 14021.6 of the W&I Code Section, Section 11758.42 of the HSC and Title 9, CCR, commencing with Section 10000 (Document 3G). The following table shows USDR rates:

Service	Unit of Service (UOS)	SFY 2018-19 Rate		SFY 2019-20 Rate	
		Non-Perinatal	Perinatal	Non-Perinatal	Perinatal
NTP - Methadone Dosing	Daily	$13.54	$14.58	**$13.93**	**$15.00**
NTP - Individual Counseling (*)	One 10-minute increment	$15.88	$16.39	**$15.74**	**$23.39**
NTP - Group Counseling (*)	One 10-minute increment	$3.43	$4.28	**$3.36**	**$5.37**
NTP - Buprenorphine[1]	Daily	$16.91	$20.15	**$19.12**	**$24.04**
NTP - Buprenorphine-Naloxone Combo Product	Daily	$20.10	$23.34	**$21.65**	**$26.57**
NTP - Disulfiram[2]	Daily	$7.36	$7.59	**$9.50**	**$9.49**
NTP - Naloxone[3] (2-pack Nasal Spray)	Dispensed as needed	$144.60	$144.60	**$144.66**	**$144.66**

(*) The NTP Contractors may be reimbursed for up to 200 minutes (20 ten-minute increments) of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, NTP Contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record. Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

1 - Buprenorphine: Average daily dose of 16 milligrams, sublingual tablets.

2 - Disulfiram: Average daily dose between 250 and 500 milligrams.

3 - Naloxone: One dose equal to 4 milligrams per 0.1 milliliter.

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Exhibit B A2
Budget Detail and Payment Provisions

B. **"Unit of Service"** means a contact on a calendar day for outpatient drug free, intensive outpatient treatment, partial hospitalization, and residential treatment services. Units of service are identified in the following table:

Services Provided by Modality (funded by DMC-ODS)	Billing/Unit of Service (minutes, day, hour)	Interim Rate
Encounter Rates		
Outpatient	15 minute increments	$32.57
Intensive Outpatient	15 minute increments	$32.57
Recovery Services	15 minute increments	$20.21
Case Management	15 minute increments	$22.20
Physician Consultation	15 minute increments	$115.20
Daily Rates		
Level 1-WM	Per Day	$115.20
Level 2-WM	Per Day	N/A
Level 3.2-WM	Per Day	$178.18
Level 3.1- Residential	Per Day	$129.36
Level 3.3 - Residential	Per Day	N/A
Level 3.5 - Residential	Per Day	$161.66
Optional		
Additional Medication Assisted Treatment	15 minute increments	N/A
Partial Hospitalization	N/A	N/A

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Department of Health Care Services (Rev. 03/19)
Exhibit D(F)

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
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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		

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1. **Federal Equal Opportunity Requirements**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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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.

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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

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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.

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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.

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(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,

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(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.

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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.)

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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.

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(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 independant 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.

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(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.

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(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

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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 7608) 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

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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.

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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. 200.501audit, 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.

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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.

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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.

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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.

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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.)

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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.

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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.

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(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 those 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,

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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.

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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.

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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

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: ☐ Prime ☐ 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 *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*	
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 civil penalty of 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)	

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

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

Attachment: Drug MediCal Organized Deliver System (6052 : BHS - Drug Medi-Cal Organized Delivery System)

San Joaquin County
Emergency Medical Services Agency

A DIVISION OF HEALTH CARE SERVICES AGENCY

http://www.sjgov.org/ems

Mailing Address
PO Box 220
French Camp, CA 95231

Health Care Services Complex
Benton Hall
500 W. Hospital Rd.
French Camp, CA 95231

Phone Number
(209) 468-6818

Fax Number
(209) 468-6725

March 10, 2020

Board of Supervisors
44 N. San Joaquin Street
6th Floor, Suite 627
Stockton, California

APPROVAL OF AGREEMENT RE-DESIGNATING ST. JOSEPH'S MEDICAL CENTER AS A STEMI RECEIVING CENTER FOR THE PERIOD APRIL 1, 2020 THROUGH MARCH 31, 2023

Dear Board Members:

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the San Joaquin County Emergency Medical Services Agency (SJCEMSA) to enter into the agreement re-designating St. Joseph's Medical Center (SJMC) as a STEMI (S-T elevated myocardial infarction) Receiving Center (SRC) for the period April 1, 2020 through March 31, 2023.

REASON FOR RECOMMENDATION:

In California, local emergency medical services (EMS) agencies are responsible for the planning, implementing, and monitoring of the EMS system including the development of triage and transfer protocols to facilitate the prompt delivery of patients to appropriately designated specialty care centers, such as SRCs. The SJCEMSA Medical Director has designed a STEMI system of care for the San Joaquin County EMS System based on the latest peer reviewed medical literature, recommendations of the Joint Commission, and the regulations promulgated by the State of California EMS Authority. SJCEMSA has worked closely with local hospitals, including SJMC, and other parties interested in the development of SRCs in San Joaquin County, including developing policies, setting standards for designating hospitals as SRCs, identifying patients that will benefit from the rapid transport to a SRC, and a process for evaluating the services provided by SRCs.

SRCs are designed to ensure that patients experiencing a certain type of heart attack, specifically a STEMI, are provided with rapid access to cardiac catheterization

services due to early recognition of STEMI patients in the pre-hospital setting and rapid notification of SRCs. This early notification enables highly trained and experienced cardiologist physicians to reopen the patient's blocked cardiac blood vessels. In 2015, based on the latest peer reviewed medical literature the SJCEMSA expanded the type of patients to be preferentially transported to SRCs to include patients with a return of spontaneous circulation (ROSC) following sudden cardiac arrest.

SJMC has served as a designated SRC since 2012. The SJCEMSA, which participates regularly in SJMC's STEMI program evaluation meetings, has determined that SJMC remains in substantial compliance with SJCEMSA policies and standards of care and recommends SJMC for re-designation as a SRC.

All hospitals in San Joaquin County are eligible to apply for SRC designation and may submit an application at any time.

FISCAL IMPACT:

SJMC is responsible for costs and expenses incurred under the agreement. SJMC submitted an application and monitoring fee of $25,000 to SJCEMSA and will pay an additional $25,000 monitoring fee in year two and year three of the agreement. The monitoring fees will cover SJCEMSA's costs of developing and evaluating the STEMI program. The revenue and costs for this agreement are included in the approved 2019-2020 SJCEMSA budget and will be included in future budgets. There is no net cost to the County General Fund under the agreement.

ACTIONS TO BE TAKEN FOLLOWING APPROVAL:

Upon approval by the Board of Supervisors, the SJCEMSA Administrator will enter into an agreement designating SJMC as a SRC and begin administering the agreement.

Sincerely,



Greg A. Diederich, Director
Health Care Services

GD/DB:ct

cc: Auditor-Controller
County Administrator's Office
County Counsel

Emergency Medical Services
Clerk of the Board for March 24, 2020 Agenda

Reviewed by County Administrator's Office:

Rod Kawano 3/10/2020

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/10/2020

Agreement with St. Joseph's Medical Center to provide S-T Elevation Myocardial Infarction Services as a STEMI Receiving Center as part of the San Joaquin County Emergency Medical Services System

This Agreement by and between the COUNTY OF SAN JOAQUIN a political subdivision of the State of California and a local EMS agency, hereinafter referred to as "County" and Port City Operating Company, LLC. , a California limited liability company, doing business as St. Joseph's Medical Center, Stockton California, hereinafter referred to as "Hospital".

WITNESSETH:

Whereas, Health and Safety Code, Division 2.5, Chapter 6, Article 3, Section 1798.170 authorizes a local EMS agency to develop triage and transfer protocols to facilitate the prompt delivery of patients to appropriate designated facilities within and without its jurisdiction; and states that the EMS Agency's considerations in designating a facility shall include, but shall not be limited to, the following:

(a) A general acute care hospital's consistent ability to provide on-call physicians and services for all emergency patients regardless of ability to pay.

(b) The sufficiency of hospital procedures to ensure that all patients who come to the emergency department are examined and evaluated to determine whether or not an emergency condition exists.

(c) The hospital's compliance with local EMS protocols, guidelines, and transfer agreement requirements (collectively, the required "Considerations"); and

Whereas, Health and Safety Code, Division 2.5, Chapter 2, Section 1797.67 defines a "designated facility" as a hospital which has been designated by a local EMS agency to perform specified emergency medical services systems functions pursuant to guidelines established by the authority; and

Whereas, County wishes to assure the highest quality of care by directing S-T Elevation Myocardial Infarction (STEMI) patients, as defined below, to facilities committed to meeting STEMI Receiving Center standards; and

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

Whereas, Hospital requests and desires pursuant to Health and Safety Code Section 1797.67 to be designated as a STEMI Receiving Center (SRC) as part of the County's Emergency Medical Services (EMS) system; and

Whereas, Hospital has been examined by County and found to possess those performance characteristics, personnel, and equipment required by the San Joaquin County Emergency Medical Services (EMS) Agency (hereinafter as "SJCEMSA"), as set forth in EMS Policy No. 4801 STEMI Receiving Center Designation and incorporated herein by this reference; and

Whereas, Hospital is willing to accept designation as an SRC and agrees to comply with the terms and conditions expressed herein;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein, both County and Hospital do hereby expressly agree as follows:

1. **Definitions.** For the purposes of this agreement:
   - A. "STEMI Patient" means a person evaluated by prehospital, physician, nursing or other licensed or certified medical personnel according to the policies and procedures established by SJCEMSA, as may be amended from time to time, and been found to require SRC services.
   - B. "STEMI Care System" means an integrated prehospital and hospital program developed by SJCEMSA that directs prehospital patients in the field identified as having an ST Segment Elevation Myocardial Infarction directly to a hospital designated as an SRC with specialized capabilities to promptly treat STEMI patients.
   - C. "STEMI Receiving Center" or "SRC" means a licensed acute care hospital with the capability to perform Percutaneous Coronary Intervention (PCI) which has satisfied the requirements for SRC designation and has been designated as an SRC by SJCEMSA.

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

D. "Percutaneous Coronary Intervention" or "PCI" means a procedure used to open or widen a narrowed or blocked coronary artery to restore blood flow supplying the heart.

E. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which, at a minimum, meet SJCEMSA's STEMI Receiving Center Standards.

F. "STEMI Information System" means the computer information system maintained by each SRC which captures the presentation, diagnostic, treatment and outcome data sets required by EMS Policy No. 4801 STEMI Receiving Center Designation, and EMS Policy No. 6381 STEMI Receiving Center Data Requirements.

2. Hospital Responsibilities.

A. Hospital shall meet all regulations, procedures, policies and protocols as have been or may be established by SJCEMSA, including changes that may occur in state law or regulation and are subsequently adopted by SJCEMSA during the term of this agreement.

B. Hospital shall comply with the requirements of EMS Policy No. 4801 STEMI Receiving Center Designation, and EMS Policy No. 6381 STEMI Receiving Center Data Requirements, incorporated into this Agreement. Hospital shall monitor its compliance with EMS Policy No. 4801 STEMI Receiving Center Designation and EMS Policy No. 6381 STEMI Receiving Center Data Requirements on a regular and ongoing basis. Documentation of such efforts shall be made available to SJCEMSA upon request.

C. Hospital shall provide all persons, employees, supplies, equipment, and facilities necessary to perform the services required of Hospital under this Agreement.

D. Hospital shall notify SJCEMSA in writing, within twenty-four (24) hours of becoming aware of any failure to meet compliance with EMS Policy No. 4801 STEMI Receiving Center Designation and shall take corrective action within a reasonable period of time to correct said failure.

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

E. Hospital shall immediately notify the SJCEMSA Duty Officer of any disruption in the Hospital's provision of SRC services.

F. Hospital shall maintain the capability at all times for Hospital to conduct two-way radio communications with paramedic units in the field in order to facilitate the rapid notification of STEMI patient alerts and, maintain and operate communications equipment so as to ensure continued compatibility in a manner which will not degrade or interfere with the actual or intended operation of the County's communication system.

G. Hospital shall digitally record and maintain records of radio or telephone communications received from prehospital personnel notifying Hospital of a STEMI patient for a minimum of one-hundred and eighty (180) days. Hospital shall provide SJCEMSA with 24 hour remote access to the digital recorder for medical control oversight and system evaluation.

H. Hospital shall be responsible for all expenses associated with receiving the transmission of electrocardiograms (ECGs) from SJCEMSA authorized prehospital providers operating in the County's EMS system.

I. Hospital shall maintain a STEMI Information System and submit STEMI Information System data to SJCEMSA on a regular basis, as requested by SJCEMSA. Hospital shall, at a minimum, collect and maintain the data specified in EMS Policy No. 6381 STEMI Receiving Center Data Requirements and other data points that are adopted by SJCEMSA.

J. Hospital acknowledges that County makes no representation as to the number of STEMI patients that may be transported to Hospital during the term of this Agreement.

3. COUNTY Responsibilities.

County shall designate Hospital as a SRC in the County EMS System pursuant to the provisions of this Agreement and the policies and procedures of SJCEMSA, until such time that this Agreement is terminated.

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

4. **Financial Responsibility.**
County, its departments, officers, agents and employees shall not be liable for any costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under this Agreement, including any costs or expenses incurred by Hospital for services provided to STEMI patients lacking the ability to pay for services.

5. **Audits and Inspections.**
The County and its authorized representatives shall be entitled to monitor, assess, and evaluate Hospital's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, participation in Hospital committees reviewing SRC services and interviews of Hospital's staff and STEMI program participants. At any time during normal business hours, as often as the County may deem necessary, and to the extent permitted by law, Hospital shall make available to the County upon the County's request, all of Hospital's records with respect to all matters covered by this Agreement.

6. **Maintenance of Records.**
Hospital shall maintain patient care, revenue, and expenditure data relating to the services provided by Hospital under this Agreement during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all actual claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement. Such records shall be maintained in such a fashion as to be able to separately identify STEMI patients from all other patients.

7. **Indemnification.**
Hospital shall exonerate, indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Hospital, its officers, agents and employees performance under the terms of this Agreement, excepting any liability arising out of the intentional or negligent conduct of County. Such indemnification includes any damage to the person(s), or property(ies) of Hospital and third persons.

8. Insurance.

Without limiting Hospital's indemnification, Hospital shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Hospital, its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby.

Verification of Coverage

Hospital shall furnish the County with certificates evidencing coverage as required below. Copies of required endorsements must be attached to the provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County prior to designation. The County reserves the right to require that Hospital provide complete, copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations.

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B. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

C. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Hospital's profession.

Minimum Limits of Insurance

Hospital shall maintain limits no less than:

A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	$5,000,000
Personal & Adv. Injury:	$1,000,000
Each Occurrence:	$5,000,000
Fire Damage:	$ 100,000

B. Workers' Compensation: Statutory.

C. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

D. Professional Liability, Malpractice or Errors and Omissions Liability: $5,000,000 per claim and aggregate.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

A. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

B. MAINTENANCE OF INSURANCE COVERAGE: The Hospital shall maintain all insurance coverages or approved self-insurance program in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall state that coverage shall not be canceled except after thirty (30) days' written notice for

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

cancellation or non-renewal has been given to the County. For non-payment of premium 10 days prior written notice of cancellation is required.

Commercial General Liability:

A. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Hospital; premises owned, occupied or used by the Hospital. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.

B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

C. PRIMARY INSURANCE: For any claims related to this agreement, the Hospital's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Hospital's insurance and shall not contribute with it.

D. SEVERABILITY OF INTEREST: The Hospital's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. SUBCONTRACTORS: Hospital shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional, malpractice liability or errors and omissions policy hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from services provided under this Agreement.

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the HOSPITAL.

Notification of Claim

If any claim for damages is filed with Hospital or if any lawsuit is instituted against Hospital, that arise out of or are in any way connected with Hospital's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Hospital shall give prompt and timely notice thereof to County. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

9. **Nondiscrimination.**

Hospital shall comply with all applicable federal, state, and local laws and regulations including County equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Hospital discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

10. Confidentiality.

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. The County represents and warrants to Hospital that it is a "Health Oversight Agency" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, based upon such representation, the parties agree that County is a health oversight agency and that, a Business Associate Agreement is not necessary. Disclosure of any medical staff document to County shall not constitute a waiver by Hospital of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from the County by a third party, the County shall notify Hospital and shall raise all applicable objections or defenses to the demand for disclosure.

11. Term.

The term of this Agreement shall be for three years. This Agreement shall begin April 1, 2020 and continue through March 31, 2023 unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

12. Fees.

Hospital shall pay the EMS Agency an annual fee of twenty-five thousand dollars ($25,000) for the cost of monitoring Hospital's compliance with SRC Designation and the development of, and ongoing evaluation and refinement of the STEMI Care System. Each annual payment shall be made in full to the EMS Agency no later than April 1, 2020 and each April 1, thereafter as the terms of the Agreement may be extended. The annual designation fee may be raised or lowered by SJCEMSA upon 30 days advanced notice to Contractor. In the event of the termination of this

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

Agreement by County without cause, Agency shall return to Hospital a prorated amount of the annual fee paid by Hospital for that year. The fee is not otherwise refundable in whole or in part.

13. Alteration of Agreement.

No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

14. Termination.

A. Termination without Cause. The County may terminate this Agreement without cause upon ninety (90) days written notice to Hospital. Hospital may terminate this Agreement without cause upon ninety (90) days written notice to the County.

B. Termination for Cause by County. The SJCEMSA may terminate this Agreement upon written notice to Hospital, subject to Hospital's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:

1) Any material breach of this Agreement by Hospital;
2) Any violation by Hospital of any applicable laws, regulations, local ordinances, or EMS policies and procedures;
3) Any failure by Hospital to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk of mortality and/or morbidity for the STEMI Patient;
4) Submission by Hospital to the SJCEMSA reports or information that Hospital knows or should know are incorrect in any material respect;
5) Any failure by Hospital to comply with SRC standards;
6) Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits (Cardiac Catheterization Lab, Cardiovascular Surgery Service) issued by state or federal agencies necessary for the provision of the services provided by Hospital under the

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

terms of this Agreement, or loss or suspension of accreditation by the Joint Commission or an equivalent accreditation body;

7) Any failure to comply with a plan of correction imposed by SJCEMSA;

8) Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of Hospital, which causes or contributes to Hospital's diversion of ambulances transporting STEMI Patients intended for Hospital; and

9) Repeated failure to submit specified reports, STEMI Information System data, or other information required under this Agreement.

C. Opportunity to Cure. Prior to the exercise of SJCEMSA's right to terminate for cause, SJCEMSA shall give Hospital at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. SJCEMSA may shorten the Correction Period to immediate suspension if SJCEMSA determines that Hospital's action or inaction has seriously threatened, or will seriously threaten, public health and safety. If Hospital has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of SJCEMSA, or SJCEMSA has not approved a plan of correction submitted by the Hospital within the Correction Period, SJCEMSA may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination.

15. Contract Administrators.

The SJCEMSA Administrator or designee, and Hospital's Chief Executive Officer or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

16. Notices.

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by giving the party such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

To Hospital: Donald J. Wiley, President & CEO
St. Joseph's Medical Center
1800 N. California Street
Stockton, CA 95204
With a cc to: Vice President & Associate General Counsel
Dignity Health
3400 Data Drive
Rancho Cordova, CA 95670
To County: Dan Burch, EMS Administrator
San Joaquin County EMS Agency
P.O. Box 220
French Camp, CA 95231

17. Assignment.

Hospital shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the County. This provision shall not be applicable to services agreements or contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

18. No Third Party Beneficiaries.

The parties do not intend to confer and this Agreement shall not confer or be construed to confer any rights or benefits to any person, group, corporation, or entity other than the parties to this Agreement.

19. Non Exclusivity.

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Hospital. This Agreement shall not restrict County's ability to enter into Agreements with other entities to provide S-T Elevation Myocardial Infarction Services as a STEMI Receiving Center as part of the SJCEMSA.

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

20. Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof.

21. Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

County of San Joaquin

By: _____
Dan Burch, EMS Administrator

APPROVED AS TO FORM:

J. MARK MYLES
County Counsel

By: _____
Zayante (Zoey) P. Merrill
Deputy County Counsel

Hospital

By: _____
Donald J. Wiley, President & CEO
Port City Operating Company, LLC,
dba St. Joseph's Medical Center

Attachment: SJMC SRC Agreement 3-16-20 [Revision 1] (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

APPROVAL OF AGREEMENT RE-DESIGNATING ST. JOSEPH'S MEDICAL CENTER AS A STEMI RECEIVING CENTER FOR THE PERIOD APRIL 1, 2020 THROUGH MARCH 31, 2023

THIS BOARD OF SUPERVISORS DOES HEREBY approve and authorize the San Joaquin County Emergency Medical Services Agency (SJCEMSA) to enter into the agreement re-designating St. Joseph's Medical Center (SJMC) as a STEMI (S-T elevated myocardial infarction) Receiving Center (SRC) for the period April 1, 2020 through March 31, 2023.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: SJMC SRC Board Order (6058 : EMS - SJMC STEMI Receiving Center Designation Renewal)

San Joaquin County
Emergency Medical Services Agency

A DIVISION OF HEALTH CARE SERVICES AGENCY

http://www.sjgov.org/ems

Mailing Address
PO Box 220
French Camp, CA 95231

Health Care Services Complex
Benton Hall
500 W. Hospital Rd.
French Camp, CA 95231

Phone Number
(209) 468-6818

Fax Number
(209) 468-6725

March 10, 2020

Board of Supervisors
44 N. San Joaquin Street
6th Floor, Suite 627
Stockton, California

APPROVAL OF AGREEMENT RE-DESIGNATING DAMERON HOSPITAL ASSOCIATION AS A STEMI RECEIVING CENTER FOR THE PERIOD APRIL 1, 2020 THROUGH MARCH 31, 2023

Dear Board Members:

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the San Joaquin County Emergency Medical Services Agency (SJCEMSA) to enter into the agreement re-designating Dameron Hospital Association (DHA) as a STEMI (S-T elevated myocardial infarction) Receiving Center (SRC) for the period April 1, 2020 through March 31, 2023.

REASON FOR RECOMMENDATION:

In California, local emergency medical services (EMS) agencies are responsible for the planning, implementing, and monitoring of the EMS system including the development of triage and transfer protocols to facilitate the prompt delivery of patients to appropriately designated specialty care centers, such as SRCs. The SJCEMSA Medical Director has designed a STEMI system of care for the San Joaquin County EMS System based on the latest peer reviewed medical literature, recommendations of the Joint Commission, and the regulations promulgated by the State of California EMS Authority. SJCEMSA has worked closely with local hospitals, including DHA, and other parties interested in the development of SRCs in San Joaquin County, including developing policies, setting standards for designating hospitals as SRCs, identifying patients that will benefit from the rapid transport to a SRC, and a process for evaluating the services provided by SRCs.

SRCs are designed to ensure that patients experiencing a certain type of heart attack, specifically a STEMI, are provided with rapid access to cardiac catheterization

services due to early recognition of STEMI patients in the pre-hospital setting and rapid notification of SRCs. This early notification enables highly trained and experienced cardiologist physicians to reopen the patient's blocked cardiac blood vessels. In 2015, based on the latest peer reviewed medical literature the SJCEMSA expanded the type of patients to be preferentially transported to SRCs to include patients with a return of spontaneous circulation (ROSC) following sudden cardiac arrest.

DHA has served as a designated SRC since 2012. The SJCEMSA, which participates regularly in DHA's STEMI program evaluation meetings, has determined that DHA remains in substantial compliance with SJCEMSA policies and standards of care and recommends DHA for re-designation as a SRC.

All hospitals in San Joaquin County are eligible to apply for SRC designation and may submit an application at any time.

FISCAL IMPACT:

DHA is responsible for costs and expenses incurred under the agreement. DHA submitted an application and monitoring fee of $25,000 to SJCEMSA and will pay an additional $25,000 monitoring fee in year two and year three of the agreement. The monitoring fees will cover SJCEMSA's costs of developing and evaluating the STEMI program. The revenue and costs for this agreement are included in the approved 2019-2020 SJCEMSA budget and will be included in future budgets. There is no net cost to the County General Fund under the agreement.

ACTIONS TO BE TAKEN FOLLOWING APPROVAL:

Upon approval by the Board of Supervisors, the SJCEMSA Administrator will enter into an agreement designating DHA as a SRC and begin administering the agreement.

Sincerely,



Greg A. Diederich, Director
Health Care Services

GD/DB:ct

cc: Auditor-Controller
County Administrator's Office
County Counsel

Emergency Medical Services
Clerk of the Board for March 24, 2020 Agenda

Reviewed by County Administrator's Office:

Rod Kawano 3/10/2020

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/10/2020

Agreement with Dameron Hospital Association to provide S-T Elevation Myocardial Infarction Services as a STEMI Receiving Center as part of the San Joaquin County Emergency Medical Services System

This Agreement by and between the COUNTY OF SAN JOAQUIN a political subdivision of the State of California and a local EMS agency, hereinafter referred to as "County" and DAMERON HOSPITAL ASSOCIATION, hereinafter referred to as "Hospital".

WITNESSETH:

Whereas, Health and Safety Code, Division 2.5, Chapter 6, Article 3, Section 1798.170 authorizes a local EMS agency to develop triage and transfer protocols to facilitate the prompt delivery of patients to appropriate designated facilities within and without its jurisdiction; and states that the EMS Agency's considerations in designating a facility shall include, but shall not be limited to, the following:

(a) A general acute care hospital's consistent ability to provide on-call physicians and services for all emergency patients regardless of ability to pay.

(b) The sufficiency of hospital procedures to ensure that all patients who come to the emergency department are examined and evaluated to determine whether or not an emergency condition exists.

(c) The hospital's compliance with local EMS protocols, guidelines, and transfer agreement requirements (collectively, the required "Considerations"); and

Whereas, Health and Safety Code, Division 2.5, Chapter 2, Section 1797.67 defines a "designated facility" as a hospital which has been designated by a local EMS agency to perform specified emergency medical services systems functions pursuant to guidelines established by the authority; and

Whereas, County wishes to assure the highest quality of care by directing S-T Elevation Myocardial Infarction (STEMI) patients, as defined below, to facilities committed to meeting STEMI Receiving Center standards; and

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

Whereas, Hospital requests and desires pursuant to Health and Safety Code Section 1797.67 to be designated as a STEMI Receiving Center (SRC) as part of the County's Emergency Medical Services (EMS) system; and

Whereas, Hospital has been examined by County and found to possess those performance characteristics, personnel, and equipment required by the San Joaquin County Emergency Medical Services (EMS) Agency (hereinafter as "SJCEMSA"), as set forth in EMS Policy No. 4801 STEMI Receiving Center Designation and incorporated herein by this reference; and

Whereas, Hospital is willing to accept designation as an SRC and agrees to comply with the terms and conditions expressed herein;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein, both County and Hospital do hereby expressly agree as follows:

1. **Definitions.** For the purposes of this agreement:
   - A. "STEMI Patient" means a person evaluated by prehospital, physician, nursing or other licensed or certified medical personnel according to the policies and procedures established by SJCEMSA, as may be amended from time to time, and been found to require SRC services.
   - B. "STEMI Care System" means an integrated prehospital and hospital program developed by SJCEMSA that directs prehospital patients in the field identified as having an ST Segment Elevation Myocardial Infarction directly to a hospital designated as an SRC with specialized capabilities to promptly treat STEMI patients.
   - C. "STEMI Receiving Center" or "SRC" means a licensed acute care hospital with the capability to perform Percutaneous Coronary Intervention (PCI) which has satisfied the requirements for SRC designation and has been designated as an SRC by SJCEMSA.

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

D. "Percutaneous Coronary Intervention" or "PCI" means a procedure used to open or widen a narrowed or blocked coronary artery to restore blood flow supplying the heart.

E. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which, at a minimum, meet SJCEMSA's STEMI Receiving Center Standards.

F. "STEMI Information System" means the computer information system maintained by each SRC which captures the presentation, diagnostic, treatment and outcome data sets required by EMS Policy No. 4801 STEMI Receiving Center Designation, and EMS Policy No. 6381 STEMI Receiving Center Data Requirements.

2. Hospital Responsibilities.

A. Hospital shall meet all regulations, procedures, policies and protocols as have been or may be established by SJCEMSA, including changes that may occur in state law or regulation and are subsequently adopted by SJCEMSA during the term of this agreement.

B. Hospital shall comply with the requirements of EMS Policy No. 4801 STEMI Receiving Center Designation, and EMS Policy No. 6381 STEMI Receiving Center Data Requirements, incorporated into this Agreement. Hospital shall monitor its compliance with EMS Policy No. 4801 STEMI Receiving Center Designation and EMS Policy No. 6381 STEMI Receiving Center Data Requirements on a regular and ongoing basis. Documentation of such efforts shall be made available to SJCEMSA upon request.

C. Hospital shall provide all persons, employees, supplies, equipment, and facilities necessary to perform the services required of Hospital under this Agreement.

D. Hospital shall notify SJCEMSA in writing, within twenty-four (24) hours of becoming aware of any failure to meet compliance with EMS Policy No. 4801 STEMI Receiving Center Designation and shall take corrective action within a reasonable period of time to correct said failure.

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

E. Hospital shall immediately notify the SJCEMSA Duty Officer of any disruption in the Hospital's provision of SRC services.

F. Hospital shall maintain the capability at all times for Hospital to conduct two-way radio communications with paramedic units in the field in order to facilitate the rapid notification of STEMI patient alerts and, maintain and operate communications equipment so as to ensure continued compatibility in a manner which will not degrade or interfere with the actual or intended operation of the County's communication system.

G. Hospital shall digitally record and maintain records of radio or telephone communications received from prehospital personnel notifying Hospital of a STEMI patient for a minimum of one-hundred and eighty (180) days. Hospital shall provide SJCEMSA with 24 hour remote access to the digital recorder for medical control oversight and system evaluation.

H. Hospital shall be responsible for all expenses associated with receiving the transmission of electrocardiograms (ECGs) from SJCEMSA authorized prehospital providers operating in the County's EMS system.

I. Hospital shall maintain a STEMI Information System and submit STEMI Information System data to SJCEMSA on a regular basis, as requested by SJCEMSA. Hospital shall, at a minimum, collect and maintain the data specified in EMS Policy No. 6381 STEMI Receiving Center Data Requirements and other data points that are adopted by SJCEMSA.

J. Hospital acknowledges that County makes no representation as to the number of STEMI patients that may be transported to Hospital during the term of this Agreement.

3. COUNTY Responsibilities.

County shall designate Hospital as a SRC in the County EMS System pursuant to the provisions of this Agreement and the policies and procedures of SJCEMSA, until such time that this Agreement is terminated.

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

4. **Financial Responsibility.**
County, its departments, officers, agents and employees shall not be liable for any costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under this Agreement, including any costs or expenses incurred by Hospital for services provided to STEMI patients lacking the ability to pay for services.

5. **Audits and Inspections.**
The County and its authorized representatives shall be entitled to monitor, assess, and evaluate Hospital's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, participation in Hospital committees reviewing SRC services and interviews of Hospital's staff and STEMI program participants. At any time during normal business hours, as often as the County may deem necessary, and to the extent permitted by law, Hospital shall make available to the County upon the County's request, all of Hospital's records with respect to all matters covered by this Agreement.

6. **Maintenance of Records.**
Hospital shall maintain patient care, revenue, and expenditure data relating to the services provided by Hospital under this Agreement during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all actual claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement. Such records shall be maintained in such a fashion as to be able to separately identify STEMI patients from all other patients.

7. **Indemnification.**
Hospital shall exonerate, indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Hospital, its officers, agents and employees performance under the terms of this Agreement, excepting any liability arising out of the intentional or negligent conduct of County. Such indemnification includes any damage to the person(s), or property(ies) of Hospital and third persons.

8. Insurance.

Without limiting Hospital's indemnification, Hospital shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Hospital, its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby.

Verification of Coverage

Hospital shall furnish the County with certificates evidencing coverage as required below. Copies of required endorsements must be attached to the provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County prior to designation. The County reserves the right to require that Hospital provide complete, copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations.

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

B. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

C. PROFESSIONAL LIABILITY or Errors and Omissions Liability Insurance appropriate to the Hospital's profession.

Minimum Limits of Insurance

Hospital shall maintain limits no less than:

A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	$5,000,000
Personal & Adv. Injury:	$1,000,000
Each Occurrence:	$5,000,000
Fire Damage:	$ 100,000

B. Workers' Compensation: Statutory.

C. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

D. Professional Liability, Malpractice or Errors and Omissions Liability: $5,000,000 per claim and aggregate.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

A. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

B. MAINTENANCE OF INSURANCE COVERAGE: The Hospital shall maintain all insurance coverages or approved self-insurance program in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall state that coverage shall not be canceled except after thirty (30) days' written notice for

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

cancellation or non-renewal has been given to the County. For non-payment of premium 10 days prior written notice of cancellation is required.

Commercial General Liability:

A. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Hospital; premises owned, occupied or used by the Hospital. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.

B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

C. PRIMARY INSURANCE: For any claims related to this agreement, the Hospital's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Hospital's insurance and shall not contribute with it.

D. SEVERABILITY OF INTEREST: The Hospital's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. SUBCONTRACTORS: Hospital shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional, malpractice liability or errors and omissions policy hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from services provided under this Agreement.

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the HOSPITAL.

Notification of Claim

If any claim for damages is filed with Hospital or if any lawsuit is instituted against Hospital, that arise out of or are in any way connected with Hospital's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Hospital shall give prompt and timely notice thereof to County. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

9. Nondiscrimination.

Hospital shall comply with all applicable federal, state, and local laws and regulations including County equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Hospital discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

10. Confidentiality.

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. The County represents and warrants to Hospital that it is a "Health Oversight Agency" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, based upon such representation, the parties agree that County is a health oversight agency and that, a Business Associate Agreement is not necessary. Disclosure of any medical staff document to County shall not constitute a waiver by Hospital of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from the County by a third party, the County shall notify Hospital and shall raise all applicable objections or defenses to the demand for disclosure.

11. Term.

The term of this Agreement shall be for three years. This Agreement shall begin April 1, 2020 and continue through March 31, 2023 unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

12. Fees.

Hospital shall pay the EMS Agency an annual fee of twenty-five thousand dollars ($25,000) for the cost of monitoring Hospital's compliance with SRC Designation and the development of, and ongoing evaluation and refinement of the STEMI Care System. Each annual payment shall be made in full to the EMS Agency no later than April 1, 2020 and each April 1, thereafter as the terms of the Agreement may be extended. The annual designation fee may be raised or lowered by SJCEMSA upon 30 days advanced notice to Contractor. In the event of the termination of this

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

Agreement by County without cause, Agency shall return to Hospital a prorated amount of the annual fee paid by Hospital for that year. The fee is not otherwise refundable in whole or in part.

13. Alteration of Agreement.

No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

14. Termination.

A. Termination without Cause. The County may terminate this Agreement without cause upon ninety (90) days written notice to Hospital. Hospital may terminate this Agreement without cause upon ninety (90) days written notice to the County.

B. Termination for Cause by County. The SJCEMSA may terminate this Agreement upon written notice to Hospital, subject to Hospital's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:

1) Any material breach of this Agreement by Hospital;
2) Any violation by Hospital of any applicable laws, regulations, local ordinances, or EMS policies and procedures;
3) Any failure by Hospital to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk of mortality and/or morbidity for the STEMI Patient;
4) Submission by Hospital to the SJCEMSA reports or information that Hospital knows or should know are incorrect in any material respect;
5) Any failure by Hospital to comply with SRC standards;
6) Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits (Cardiac Catheterization Lab, Cardiovascular Surgery Service) issued by state or federal agencies necessary for the provision of the services provided by Hospital under the

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

terms of this Agreement, or loss or suspension of accreditation by the Joint Commission or an equivalent accreditation body;

7) Any failure to comply with a plan of correction imposed by SJCEMSA;

8) Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of Hospital, which causes or contributes to Hospital's diversion of ambulances transporting STEMI Patients intended for Hospital; and

9) Repeated failure to submit specified reports, STEMI Information System data, or other information required under this Agreement.

C. Opportunity to Cure. Prior to the exercise of SJCEMSA's right to terminate for cause, SJCEMSA shall give Hospital at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. SJCEMSA may shorten the Correction Period to immediate suspension if SJCEMSA determines that Hospital's action or inaction has seriously threatened, or will seriously threaten, public health and safety. If Hospital has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of SJCEMSA, or SJCEMSA has not approved a plan of correction submitted by the Hospital within the Correction Period, SJCEMSA may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination.

15. Contract Administrators.

The SJCEMSA Administrator or designee, and Hospital's Chief Executive Officer or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

16. Notices.

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by giving the party such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

To Hospital: Daniel Wolcott, CEO
Dameron Hospital Association
525 W. Acacia Street
Stockton, CA 95203

To County: Dan Burch, EMS Administrator
San Joaquin County EMS Agency
P.O. Box 220
French Camp, CA 95231

17. Assignment.

Hospital shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the County. This provision shall not be applicable to services agreements or contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

18. No Third Party Beneficiaries.

The parties do not intend to confer and this Agreement shall not confer or be construed to confer any rights or benefits to any person, group, corporation, or entity other than the parties to this Agreement.

19. Non Exclusivity.

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Hospital. This Agreement shall not restrict County's ability to enter into Agreements with other entities to provide S-T Elevation Myocardial Infarction Services as a STEMI Receiving Center as part of the SJCEMSA.

20. Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof.

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

21. Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

County of San Joaquin

By: _____
Dan Burch, EMS Administrator

APPROVED AS TO FORM:

J. MARK MYLES
County Counsel

By: _____
Zayante (Zoey) P. Merrill
Deputy County Counsel

Hospital

By: _____
Daniel Wolcott
Chief Executive Officer

Attachment: DHA SRC Agreement 3-16-20 [Revision 1] (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

APPROVAL OF AGREEMENT RE-DESIGNATING DAMERON HOSPITAL ASSOCIATION AS A STEMI RECEIVING CENTER FOR THE PERIOD APRIL 1, 2020 THROUGH MARCH 31, 2023

THIS BOARD OF SUPERVISORS DOES HEREBY approve and authorize the San Joaquin County Emergency Medical Services Agency (SJCEMSA) to enter into the agreement re-designating Dameron Hospital Association (DHA) as a STEMI (S-T elevated myocardial infarction) Receiving Center (SRC) for the period April 1, 2020 through March 31, 2023.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: DHA SRC Board Order (6059 : EMS - DHA STEMI Receiving Center Designation Renewal)

HSA HUMAN SERVICES AGENCY
SAN JOAQUIN COUNTY

CHRIS WOODS, Director

CalWORKs
CalFresh
Medi-Cal
Children's Services
Mary Graham Children's Shelter
First 5 San Joaquin
Aging and Community Services

P.O. Box 201056 **102 South San Joaquin Street** **Stockton, CA 95201-3006**

Tel (209) 468-1000
Fax (209) 468-1985

March 5, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Approval of Amendment No. 1 to the 2020 Low-Income Home Energy Assistance Program Agreement No. 20B-2032 With the California Department of Community Services and Development to Increase Total Funding From $2,316,974 to $4,007,901 Through June 30, 2021

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve Amendment No. 1 to the 2020 Low-Income Home Energy Assistance Program (LIHEAP) Agreement No. 20B-2032 with the California Department of Community Services and Development (CSD) to increase total funding from $2,316,974 to $4,007,901 through June 30, 2021; and

2. Authorize and direct the Chair of the Board to sign the Amendment.

REASON FOR RECOMMENDATION:

On October 8, 2019, your Board retroactively approved the 2020 LIHEAP Contract No. 20B-2032 with CSD for $2,316,974 to serve approximately 2,800 households from October 1, 2019 through June 30, 2021 (B-19-605).

LIHEAP Contract No. 20B-2032, Amendment No. 1

On February 18, 2020, the Human Services Agency (HSA) received Amendment No. 1 to the 2020 LIHEAP Contract No. 20B-2032 that increases funding by $1,690,927, from $2,316,974 to a total of $4,007,901. CSD is releasing 2020 LIHEAP funding in installments and the additional

$1,690,927 represents the second installment. A third and final installment will be forthcoming in the upcoming months. The additional $1,690,927 is for both the Weatherization and Home Energy Assistance Program and Energy Crisis Intervention Program (HEAP/ECIP) components and will provide assistance to an additional 1,883 households, bringing the total number of households to be served to 4,683.

The funding for each of the components after Amendment No. 1 is as follows:

	Original	**Amend. 1**	**New**
HSA Weatherization Program:	$610,738	+439,363	$1,050,101
HSA HEAP/ECIP Operations:	$463,587	+340,079	$803,666
HSA Total	**$1,074,325**	**+779,442**	**$1,853,767**
CSD HEAP/ECIP Utility Payments:	$1,242,649	+911,485	$2,154,134
Contract Total:	**$2,316,974**	**+1,690,927**	**$4,007,901**

LIHEAP has several components: Weatherization Program, HEAP, and ECIP. HSA conducts outreach through its eight community centers and local gas/electric utility providers to ensure that eligible, low-income households that are below 60 percent of the State median income are aware of the assistance available through LIHEAP. Outreach includes, but is not limited to: flyers, participation in information fairs, social media, newspaper, digital media, radio, transportation advertisement, and targeted mailers.

Weatherization Program

The Weatherization Program is designed to provide energy conservation measures to eligible low-income households which may include repair/replacement of furnace and air conditioning units and water heaters, minor housing repairs, door and window glass replacement, attic venting, ceiling insulation, low flow showerheads, evaporative cooler covers, weather-stripping, water heater blankets, water heater pipe wraps, duct wraps, switch and outlet gaskets, and caulking.

HEAP/ECIP

HEAP/ECIP assists eligible low-income households to reduce their utility bills as well as families experiencing household energy-related emergencies such as service shut-offs. HSA conducts program operations such as outreach and eligibility determination, and CSD directly pays the local gas/electric utility providers on behalf of the eligible households. LIHEAP contracts include the funding utilized by CSD to pay local gas/electric utility providers directly.

The funding is included in LIHEAP contracts for administrative purposes only and HSA does not actually receive that portion of the funding.

FISCAL IMPACT:

Total Cost

Of the $4,007,901 in 2020 LIHEAP funding, the Weatherization Program will receive $1,050,101 and the HEAP/ECIP Programs will receive $2,957,800 (HSA HEAP/ECIP operations in the amount of $803,666 and CSD HEAP/ECIP Utility Payments in the amount of $2,154,134).

Of the total 2020 LIHEAP funding, $2,154,134 is administered by CSD and $1,853,766 is administered by HSA. Sufficient appropriations are included in HSA's 2019-2020 County budget.

Net County Cost

There is no Net County Cost associated with this Amendment.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Signed originals of Amendment No. 1 to the 2020 LIHEAP Contract No. 20B-2032 will be returned to CSD for finalization.

Sincerely,

Chris Woods, Director
Human Services Agency

Attachment(s)

cc: Monica Nino, County Administrator
Kimberly Johnson, Deputy County Counsel
Jay Wilverding, Auditor-Controller
Rick Aguilera, Deputy Director Aging and Community Services

Board of Supervisors Meeting – March 24, 2020

Reviewed by County Administrator's Office:

Jolena Gothis 3/9/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/9/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approval of Amendment No. 1 to the 2020 Low-Income Home Energy Assistance Program Agreement No. 20B-2032 With the California Department of Community Services and Development to Increase Total Funding From $2,316,974 to $4,007,901 Through June 30, 2021

THIS BOARD OF SUPERVISORS DOES HEREBY:

1. Approve Amendment No. 1 to the 2020 Low-Income Home Energy Assistance Program (LIHEAP) Agreement No. 20B-2032 with the California Department of Community Services and Development (CSD) to increase total funding from $2,316,974 to $4,007,901 through June 30, 2021; and

2. Authorize and direct the Chair of the Board to sign the Amendment.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board ORDER (6033 : HSA - 2020 LIHEAP Amend. 1)

Approval of Amendment No. 1 to the 2020 Low-Income Home Energy Assistance Program Agreement No. 20B-2032 With the California Department of Community Services and Development for $1,690,927 From October 1, 2019 Through June 30, 2021

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By Kimberly D. Johnson
Kimberly D. Johnson,
Deputy County Counsel

Date 2/20/2020

Attachment: LIHEAP 20B-2032 Amendment 1 (6033 : HSA - 2020 LIHEAP Amend. 1)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT
STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
20B-2032	1	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
San Joaquin County Department of Aging and Community Services

2. The term of this Agreement is : October 1, 2019 through June 30, 2021

3. The maximum amount of this Agreement is: Total $4,007,901.00

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:

The maximum amount of this Agreement payable to Contractor by the State has changed from $2,316,974.00 to $4,007,901.00, reflecting an increase of $1,690,927.00.

All other terms and conditions shall remain unchanged.

All other terms and conditions shall remain the same.
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.)*
San Joaquin County Department of Aging and Community Services

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 201056, Stockton, CA 95201

PRINTED NAME OF PERSON SIGNING	TITLE
Katherine M. Miller	Chair, Board of Supervisors
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2389 Gateway Oaks Drive, Suite 100	**Sacramento**	**CA**	**95833**

PRINTED NAME OF PERSON SIGNING	TITLE
Chris Vail	**Chief Financial Officer**
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per _____

Attachment: LIHEAP 20B-2032 Amendment 1 (6033 : HSA - 2020 LIHEAP Amend. 1)

HSA HUMAN SERVICES AGENCY
SAN JOAQUIN COUNTY

CHRIS WOODS, Director

CalWORKs
CalFresh
Medi-Cal
Children's Services
Mary Graham Children's Shelter
First 5 San Joaquin
Aging and Community Services

P.O. Box 201056 **102 South San Joaquin Street** **Stockton, CA 95201-3006**

Tel (209) 468-1000
Fax (209) 468-1985

March 5, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Retroactive Approval of Agreement With California Department of Social Services to Provide Legal Consultation and Representation in Administrative Action Appeals Associated With the Resource Family Approval Program From July 1, 2019 Through June 30, 2021

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Retroactively approve the Agreement with the California Department of Social Services (CDSS) to provide legal consultation and representation in administrative action appeals associated with the Resource Family Approval (RFA) program from July 1, 2019 through June 30, 2021; and

2. Authorize and direct the Chair of the Board to sign the Agreement.

REASON FOR RECOMMENDATION:

The RFA program was created as part of Continuum of Care Reform to provide a unified, family-friendly, and child-centered resource family approval process to replace multiple processes for licensing foster homes, approving relatives and non-relative extended family members as foster care providers, and approving adoptive families. The RFA program established a single set of standards for resource family approvals, which allow for the safety, permanence, and well-being needs of children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a), the County and CDSS may enter into an agreement for CDSS to provide services or activities related

to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and non-minor dependents who reside or may reside in an approved resource family home, including legal consultation and legal representation in administrative action appeals.

Since 2003, the CDSS Legal Division has represented the County at no cost in specific Child Welfare related matters. The CDSS Legal Division has represented the County on all appeals to RFA Notices of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual. The CDSS Legal Division has appeared on behalf of the County at all proceedings related to such actions that are heard by the State Hearings Division or the Office of Administrative Hearings. When RFA was mandated via Assembly Bill (AB) 403 (2015), effective January 1, 2017, CDSS required the agreement be formalized. On July 25, 2017 your Board retroactively approved a formalized Agreement with CDSS (B-17-4719). Due to a delay by CDSS, the Human Services Agency received the current Agreement from CDSS on February 14, 2020. The Agreement is recommended to be made effective retroactive to July 1, 2019 to reflect the services being rendered by CDSS and to remain in compliance with AB 403.

FISCAL IMPACT:

Total Cost

There is no cost associated with this Agreement.

Net County Cost

There is no Net County Cost.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

The original Agreement will be submitted to CDSS for their signature and finalization.

Sincerely,

Chris Woods, Director
Human Services Agency

cc: Monica Nino, County Administrator
Kimberly D. Johnson, Deputy County Counsel
Akkia Pride-Polk, Deputy Director Children's Services

Board of Supervisors Meeting – March 24, 2020

Reviewed by County Administrator's Office:

Jolena Cothis 3/9/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/9/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Retroactive Approval of Agreement With California Department of Social Services to Provide Legal Consultation and Representation in Administrative Action Appeals Associated With the Resource Family Approval Program From July 1, 2019 Through June 30, 2021

THIS BOARD OF SUPERVISORS DOES HEREBY:

1. Retroactively approve the Agreement with the California Department of Social Services (CDSS) to provide legal consultation and representation in administrative action appeals associated with the Resource Family Approval (RFA) program from July 1, 2019 through June 30, 2021; and

2. Authorize and direct the Chair of the Board to sign the Agreement.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: BOARD ORDER (6035 : HSA - Resource Family Agreement with CDSS)

Retroactive Approval of Agreement with California Department of Social Services to Provide Legal Consultation and Representation From July 1, 2019 Through June 30, 2021
CDSS Agreement 19-5064

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

BY: _____ DATE: 2/27/20
Kimberly D. Johnson
County Counsel

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
19-5064	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Social Services

CONTRACTOR NAME
County of San Joaquin

2. The term of this Agreement is:

START DATE
July 1, 2019

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement is:
$0.00 Zero Dollars and 00/100

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	Scope of Work	22
Exhibit A - Attachment 1	General Terms and Conditions	7
Exhibit A - Attachment 2	Information Security Requirements	2
Exhibit A - Attachment 3	State of California Public Liability and Workers' Compensation Insurance	1
Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
Exhibit B	Budget Detail and Payment Provisions	5

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.)
County of San Joaquin

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 201056	Stockton	CA	95201

PRINTED NAME OF PERSON SIGNING	TITLE
Katherine M. Miller	Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
19-5064	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Social Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
744 P Street, M.S. 9-6-747	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Tammy T. Gorman	SSM1, Contracts and Purchasing Bureau		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt per SCM Vol 1. - Chapter 4.04.(A)(2)		

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of San Joaquin, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the "Parties", or individually as a "Party". If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code Section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.

B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT A
(Standard Agreement)

C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.

D. "Written Directives" (WDs)[1] means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a)(101).) The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:

1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.

   a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.

      i. For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

2. Except as otherwise provided in this section, the CDSS Legal Division will represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at a RFA hearing.

[1] Version 6 of the Written Directives was used as a reference in creating this agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT A
(Standard Agreement)

3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative will receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division will not provide legal representation or advice.

4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:

   a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;

   b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;

   c. Placement of a dependent child or nonminor dependent;

   d. Relative or non-relative extended family member approvals pursuant to the "*Harris"* case;

   e. Child Abuse Central Index grievance hearings;

   f. Dependency or delinquency matters;

   g. Assistance with issuing or serving an investigatory subpoena or warrant;

   h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;

   i. Defending the county on a Temporary Suspension Order (TSO); and

   j. Any other matter within the authority and direction of the County Counsel.

B. Duties of the County and the CDSS Legal Division Regarding Consultation:

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT A
(Standard Agreement)

3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.

4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO.

5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.

6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.

7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.

8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA county liaison. Upon request, the CDSS RFA County Liaison will provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.

9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports. These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT A
(Standard Agreement)

person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.

    a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.

    b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.

    c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.

12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.

13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.

14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.

15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this contract to have CDSS Legal Division representation on the appeal.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT A
(Standard Agreement)

C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)

1. The County shall serve the NOA in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.

2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)

3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:

   a. Date-stamp the appeal and envelope;
   b. Update the appeal status in the Notice of Action database (in AARS);
   c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph III.D;
   d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph III.D;
   e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
   f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:

   a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
   b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
   c. Form RFA-9029D: RFA Statement of Facts Dividers
   d. Form RFA-9029W: Witnesses Continuation

2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT A
(Standard Agreement)

shall use the draft position statement template provided by CDSS when drafting the position statement.

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.

4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison will review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.

5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.

6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.

E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:

1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:

   a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
   b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.

2. The CDSS Legal Division hearing attorney will review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County will be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.

3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney will review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the

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Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.

4. For cases to be heard at OAH, the hearing attorney will prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):

   a. A copy of the filed Accusation or Statement of Issues will be provided to the County welfare director or chief probation officer or designee.
   b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director, chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
   c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.

5. If a resolution is sought prior to hearing, the CDSS Legal Division will discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.

6. For OAH cases, the CDSS Legal Division will prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.

7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.

8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The

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County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.

9. The CDSS Legal Division will represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas or other hearing documents.

10. The County shall be responsible for the following hearing-related duties and costs, Including but not limited to the following:

    a. Reserving hearing rooms;
    b. Interpreters;
    c. Court reporters;
    d. Witness and expert witness fees;
    e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
    f. Obtaining records needed for hearing; and
    g. Other hearing-related costs.

11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.

12. The CDSS will serve the final decision and order on all parties, including the County.

13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.

14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

F. Conflict Resolution:

1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:

    a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

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b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.

c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.

2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph III.F.3. of this Section.

3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.

4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.

G. Professional Responsibility; Conflict of Interest in Representation

1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.

2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.

3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.

4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

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a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
b. Conflicts regarding the CDSS oversight function over the County's RFA program;
c. Conflicts due to a lawsuit pending against CDSS or the County; and
d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Facsimile).

2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.

2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau will adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01; Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.

2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.

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3. Establishing mutually agreed upon timelines for completing the family evaluation.

4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.

5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions:

   a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.

   b. Securely provide all necessary documents to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.

   c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS will perform the family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:

   a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker for each family evaluation.

   b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation.

   c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).

   d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

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e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied.

f. CDSS will provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.

g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.

h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.

i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.

j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.

k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use it best efforts to provide a copy within the period identified by CDSS for an urgent request.

E. Conflict Resolution

1. The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual will be resolved as follows:

a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding a particular family evaluation.

b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

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c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.

2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.

2. In conducting complaint investigations, the CCLD Regional Office will adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

B. Coordination of Efforts

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.

2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.

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3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.

4. Provide other appropriate and necessary coordination as needed.

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WD section 9-06A(c), the County will refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WD section 4-03(e).

2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

D. Complaint Assignment

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.

2. Upon receipt of the referral of the complaint, the CCLD Regional Office will immediately assign the complaint to staff for investigation.

3. Upon assignment, the assigned CCLD Regional Office staff will contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.

   a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy will be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:

   a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).

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i. If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.

b. Review the resource family's file and any related licensing files.

c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.

i. The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.

2. Initial Investigation Activities

a. The CCLD Regional Office staff will interview the complainant, if known.

b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.

c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

F. The Initial 10-Day Visit to the Resource Family Home

1. The CCLD Regional Office staff will conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).

2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

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H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff will notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff will prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.

2. The CCLD Regional Office staff will forward the written complaint investigation report to the County upon completion.

3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.

2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report will provide technical assistance.

3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified int the RFA WDs.

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M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs section 4-04 and 9-06C, or as required by this Agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.

2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

O. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.

2. In conducting the home health and safety assessment services as described in the WDs, Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau will adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03[2]. Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

[2] The RFA-03 form includes applicable instructions in the WD sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

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B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).

2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.

3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty days. Comply with the RFA WDs relevant to home health and safety assessments.

4. Provide other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions:

a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.

b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.

c. Notify resource family applicants that CDSS will perform the home health and safety assessment for the County.

d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.

e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:

a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.

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b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2): that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.

c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property, e.g. if there are items that needed to be repaired or purchased.

d. CDSS will provide the County with the written summary report, that also includes the completed Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.

e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.

f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.

g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.

h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

E. Conflict Resolution

1. The County and the CDSS will act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed will be resolved as follows:

a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding home health and safety assessments.

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b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences. Requests shall be made by written communication such as email to /from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties will be no longer than seven calendar days. Communication may be in person or by telephone. Meetings will continue until the differences are resolved.

d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.

2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

VII. Identification of Services

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI are a part of this Agreement, if checked below:

Section IV, Family Evaluation ☐
Section V, Complaint Investigations ☐
Section VI, Home Health and Safety Assessment ☐

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms of this Agreement.

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VIII. Project Representatives for CDSS and the County

CDSS Program Representative:

Name:	Griselda Loza
Title:	CCR Policy Analyst
Address:	744 P Street, MS 9-14-46
	Sacramento, CA 95814
Phone:	(916) 651-0399
Email:	Griselda.Loza@dss.ca.gov

County of San Joaquin Representative:

Name:	Akkia Pride-Polk
Title:	Division Chief
Address:	PO Box 201056
	San Joaquin, CA 95201
Phone:	(209) 468-1826
Email:	Apride-polk@sjgov.org

Changes to the project representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

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GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2021 (the "**Initial Term**"). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the "**Term**" for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).

2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).

3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.

4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

GENERAL TERMS AND CONDITIONS

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this agreement and in the performance of the activities described in Exhibit A, Sections III, IV, V, and VI. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.

2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.

3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Section 1090 et seq. and Sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.

2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

GENERAL TERMS AND CONDITIONS

3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this agreement shall be held jointly and severally liable under this agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 22, in Section VIII.

L. Waiver

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.

2. The failure of either Party to enforce any right or provision of this agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

GENERAL TERMS AND CONDITIONS

California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice will be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.

2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;

3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section VIII, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or

   Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

GENERAL TERMS AND CONDITIONS

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

GENERAL TERMS AND CONDITIONS

shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

Information Security Requirements

I. Information Security Incidents and/or Breaches

A. **Discovery and Notification of Incidents and/or Breaches**. CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. **Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.

C. **Investigation of Incidents and/or Breaches**. CDSS shall promptly investigate such Incidents and/or Breaches.

D. **Updates on Investigation**. CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

E. **Written Report**. CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

1. CDSS point of contact information;

2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

3. Description of the types of County CSP that were involved and the extent of the information involved in the Incident and/or Breach;

4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;

5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;

6. A description of the probable causes of the improper use or disclosure;

7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. **Notification of Individuals**. CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

January 16, 2019

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management. P.O. Box 989052 MS-403, West Sacramento, CA 95798- 9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Lynan Graf,
Associate Risk Analyst
Office of Risk and Insurance Management
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

January 16, 2019

STATE OF CALIFORNIA AUTOMOBILE LIABILITY / PHYSICAL DAMAGE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@dgs.ca.gov

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

19/20	$0.00
20/21	$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

a. Invoicing for Family Evaluations

i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of $1,244 per each Family Evaluation.[1] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

vi. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

[1] The estimated cost to complete each Family Evaluation is $1,790.00. The federal funds share is $546.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT B
(Standard Agreement)

b. Invoicing for Complaint Investigations

i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.

ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of $1,146.00. [2] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its LRF for subsequent payment(s).

vi. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of $256 per each Home Health and Safety Assessment.[3] CDSS shall not invoice for the amount of the services involving

[2] The estimated cost to complete each Complaint Investigation is $1649.00. The federal funds share is $503.00.
[3] The estimated cost to complete each Home, Health and Safety Assessment is $368.00. The federal funds share is $112.00.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT B
(Standard Agreement)

the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay CDSS quarterly. For Payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.

3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:

* General Fund Resource Family Approval allocation (if such exists in the State Budget);
* the County's 2011 Realignment LRF; and
* other County funds.

4. Continuation of Services

In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

5. Cost Increase

During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT B
(Standard Agreement)

6. The following County Fiscal Letter(s) (CFL) is incorporated by reference: CFL 16/17-45.

7. Invoices shall include the Agreement No. 19-5064 and Index Code 2570 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

County of San Joaquin
P.O. Box 201056
Stockton, CA 95201
Attn: Akkia Pride-Polk

8. Should the County receive services in excess of $750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

   Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

9. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.

10. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

B. State Budget Contingency Clause

1. 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, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. 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.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

EXHIBIT B
(Standard Agreement)

of this program. 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.

3. 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.

4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

Attachment: Agreement 19-5064 RFA with CDSS (6035 : HSA - Resource Family Agreement with CDSS)

HSA HUMAN SERVICES AGENCY
SAN JOAQUIN COUNTY

CHRIS WOODS, Director

CalWORKs
CalFresh
Medi-Cal
Children's Services
Mary Graham Children's Shelter
First 5 San Joaquin
Aging and Community Services

P.O. Box 201056 **102 South San Joaquin Street** **Stockton, CA 95201-3006**

Tel (209) 468-1000
Fax (209) 468-1985

March 4, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Approval of Amendments to Aging Services Agreements With the Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio), Jene Wah, Inc., LOEL Foundation, Inc., and University of the Pacific to Increase Total Funding From $288,585 to $331,745 Through June 30, 2020

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve Amendment No. 1 to Agreement No. A-19-164 with the Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio), to increase funding from $10,200 to $18,754 through June 30, 2020;

2. Approve Amendment No. 1 to Agreement No. A-19-169 with Jene Wah, Inc. (Jene Wah), to increase funding from $128,100 to $146,410 through June 30, 2020;

3. Approve Amendment No. 1 to Agreement No. A-19-171 with LOEL Foundation, Inc. (LOEL), to increase funding from $105,600 to $111,430 through June 30, 2020;

4. Approve Amendment No. 1 to Agreement No. A-19-172 with University of the Pacific (Pacific), to increase funding from $44,685 to $55,151 through June 30, 2020; and

5. Authorize and direct the Chair of the Board to sign the Amendments.

REASON FOR RECOMMENDATION:

On an annual basis, the County enters into an agreement with the California Department of Aging (CDA) to provide Older Americans Act Title III and Title VII Program services. The current 2019-2020 Agreement with CDA was approved by your Board on May 14, 2019, and provided baseline funding of $2,801,384 from July 1, 2019 through June 30, 2020 (B-19-288). On June 11, 2019, your Board approved 12 Agreements with community-based service providers for a variety of programs serving seniors (B-19-353).

On October 22, 2019, your Board approved Amendment No. 1 to the Agreement with CDA, increasing funding by $87,401 from a total of $2,801,384 to $2,888,785 (B-19-633). On February 25, 2020, your Board approved Amendment No. 2 to the Agreement with CDA, increasing funding by $508,827 from a total of $2,888,785 to $3,397,612 (B-20-110). The purpose of the additional Older Americans Act funding was to increase baseline funding and issue one-time-only Federal funds earmarked for Home Delivered Meals, Congregate Meals, Family Caregiver, and Disease Prevention services. The meal programs are provided either as a direct service through the Human Services Agency (HSA) or through a service provider.

HSA provided dba El Concilio, Jene Wah, LOEL, and Pacific the opportunity to submit requests for additional units of service and/or the purchase of program enhancing materials. The service providers requested the following:

- dba El Concilio requested to increase the number of hours provided for Family Caregiver (legal services) from 450 to 585;
- Jene Wah requested to increase meals served from 14,162 to 15,578 and for funding to purchase chairs and a refrigerator;
- LOEL requested to increase meals served from 19,500 to 20,475 and for funding to purchase kitchen supplies; and
- Pacific requested to increase funding to purchase home medical and program supplies.

The County's Commission on Aging (COA), with members appointed by your Board, serves in an advisory capacity to the Area Agency on Aging (AAA) on matters concerning older adults including reviewing and recommending approval of programs. HSA is the designated AAA for the County, Public Service Area 11. At the March 2, 2020 COA meeting, the Commission voted to recommend approval of the service providers' requests.

FISCAL IMPACT:

Total Cost

The aging services agreements will increase by a total of $43,160, from $288,585 to $331,745.

Net County Cost

There is no Net County Cost associated with the approval of these Amendments. The Amendments are fully funded by the Older Americans Act.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

The amended Agreements will be finalized and the service providers will begin utilizing the additional Older Americans Act funds.

Sincerely,

Chris Woods, Director
Human Services Agency

Attachment(s)

cc: Monica Nino, County Administrator
Kimberly Johnson, Deputy County Counsel
Jay Wilverding, Auditor-Controller
Rick Aguilera, Deputy Director, Aging and Community Services
Elisangela Vigil, Adult Services Division Chief

Board of Supervisors Meeting – March 24, 2020

Reviewed by County Administrator's Office:

Jolena Ghorbis 3/9/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/9/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approval of Amendments to Aging Services Agreements With the Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio), Jene Wah, Inc., LOEL Foundation, Inc., and University of the Pacific to Increase Total Funding From $288,585 to $331,745 Through June 30, 2020

THIS BOARD OF SUPERVISORS DOES HEREBY:

1. Approve Amendment No. 1 to Agreement No. A-19-164 with the Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio), to increase funding from $10,200 to $18,754 through June 30, 2020;
2. Approve Amendment No. 1 to Agreement No. A-19-169 with Jene Wah, Inc. (Jene Wah), to increase funding from $128,100 to $146,410 through June 30, 2020;
3. Approve Amendment No. 1 to Agreement No. A-19-171 with LOEL Foundation, Inc. (LOEL), to increase funding from $105,600 to $111,430 through June 30, 2020;
4. Approve Amendment No. 1 to Agreement No. A-19-172 with University of the Pacific (Pacific), to increase funding from $44,685 to $55,151 through June 30, 2020; and
5. Authorize and direct the Chair of the Board to sign the Amendments.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

Board Order Template Revised 07/2019

Attachment: Board ORDER [Revision 1] (6030 : HSA - Title III Subcontract Amendments (4))

By: _____
Deputy Clerk

Attachment: Board ORDER [Revision 1] (6030 : HSA - Title III Subcontract Amendments (4))

San □oa□uin Count□
□u□an Servi□es □□en□□

A-20-_____

AMENDMENT TO AGREEMENT NUMBER A-19-164

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Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

EIGHTEEN THOUSAND SEVEN HUNDRED AND FIFTY-FOUR DOLLARS ($18,754) [Change in dollar amount only.]

These funds are considered a subaward of Older Americans' Act funds and are passed subsequently from the United Stated Department of Health and Human Services to the California Department of Aging and then to the COUNTY. Through this agreement, these funds are then awarded to the CONTRACTOR.

These funds will not be used for Research or Development.

Time Period	Funding Category	CFDA Number	Federal Award Identification Number	CDA Project Number	Award Amount
7/1/2019 to 9/30/2019	Federal Title III-E	93.052	1901CAOAFH-01	3EFL19-19	$2,550
10/1/2019 to 6/30/2020	Federal Title III-E	93.052	2001CAOAFH-01	3EFL20-19	$7,650
7/1/2019 to 9/30/2019	Federal Title III-E OTO	93.052	1901CAOAFH-01	3EFL19-19	$8,554
Total					$18,754

All payments are contingent upon the availability of state and federal funding.

3. Fiscal Provisions (Exhibit B, Terms of Agreement, Section 4F), shall be changed to: CONTRACTOR agrees to provide in-kind funding and/or cash match in the minimum amount of $6,251.33. [Change in dollar amount only.] No funds received by CONTRACTOR pursuant to this Agreement shall be used to supplant available funding sources.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

4. The original budget included in Agreement A-19-164 Exhibit B, Budget Summary is hereby canceled and replaced by a revised budget marked as Exhibit BB, Budget Summary and is attached hereto and incorporated herein.
5. Scope of Contractor's Services (Exhibit C) is hereby cancelled and replaced with a revised Scope of Contractor's Services marked as Exhibit CC.
6. All other provisions of Agreement A-19-164 shall remain unchanged.

CONTRACTOR: *THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE DIOCESE OF STOCKTON, AKA EL CONCILIO*
445 North San Joaquin Street
Stockton, CA 95202

COUNTY: *COUNTY OF SAN JOAQUIN - HUMAN SERVICES AGENCY*
P.O. Box 201056
Stockton, CA 95201

IN WITNESS OF THEIR AGREEMENT to the terms and conditions set forth above, the COUNTY OF SAN JOAQUIN and EL CONCILIO, have placed their signatures below:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: _____
Clerk

COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: _____
KATHERINE M. MILLER, Chair
Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY JOHNSON
Deputy County Counsel

El CONCILIO

By: _____
JOSE RODRIGUEZ
Executive Director
DUNS # 169207396
Federal ID # 96-1677202

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Exhibit AA

Contract Program Narrative Proposal

Agency	Program	Units of Service	Amount of Grant Funding
El Concilio	Title III E Caregiver Legal	585	$ 18,754

Program Income	Amount of In Kind Match	Amount of Cash Match	Amount of Cash Non-Match
$0	$5,490	$762	$1,108

*Cost per unit = Grant divided by Units of Service.

1. *Qualifications and Experience*

Describe the structure of the organization(s), their mission, and history.

The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio) is a non-profit, community-based organization serving children, youth, adults, seniors and families since 1968, incorporated as a 501(c)(3) (Tax ID 94-1677202). The agency provides an extensive continuum of services through its eight (8) departments including job readiness & workforce development, family resource services, immigration legal services, education and outreach, case management, parent education and engagement, preschools, child abuse prevention and intervention, and behavioral health – all with the unifying agency mission of "empowering the diverse communities of California's Central Valley."

The services requested by the RFP fit into the organization's mission, history and accomplishments, and, in fact, have been a successful part of the agency's services for over 20 years.

El Concilio is the largest Hispanic-run, nonprofit community-based organization in California's Central Valley, having the mission of empowering diverse communities in California's Central Valley by providing critical services to over 75,000 individuals and families annually at our 11 locations and 12 satellite offices.

The agency has been in continuous operation for 51 years – since 1968 – offering the core services of bilingual Behavioral Health, Family Resources and Wellness Services, as well as Citizenship Classes and Immigration Legal Services to the low-income and underserved communities. In 1970 the agency opened its first Preschool providing comprehensive, early education for each stage of development to complete the agency's four core services.

Since its founding in 1968, El Concilio's mission has been clear and consistent with the purpose of "empowering diverse communities in California's Central Valley".

The agency's vision is to serve the whole community in order to help people realize their greatest potential by offering critically needed comprehensive and compassionate programs and services that provide outreach, education, counseling, job training, classes, as well as awareness of their personal strengths, abilities and resiliency, and the knowledge of resources available to them. As part of the agency's commitment to client-focused, exceptional and diverse culturally sensitive, linguistically appropriate services, El Concilio has consistently sought to evaluate, evolve and grow its programs to meet

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

needs of the culturally diverse communities it serves. As part of the agency's continuous evaluation process in the development and revising of new and current initiatives, El Concilio addresses the evolving and changing needs of the community and its clients by:

Drawing upon the strengths of professionals who enjoy what they do;
Appreciating the needs of its clients;
Understanding how individuals, families and children develop and learn;
Providing a wide array of enrichment opportunities;
Offering diverse opportunities for skill-building and mastery;
Hiring effective, experienced leaders and staff;
Making efforts to communicate and align with schools;
Fostering strong, supportive, and caring relationships between adults, youth and community;
Having strong administrative structures and being financially stable;
Building strong collaborative partnerships with other community-based organizations, agencies, community centers, schools and others to form a community-based system of care.

Today, the agency's programs and eight departments offer individual and group supportive services for childhood development, parent engagement and education classes at our centers, as well as through outreach at satellite facilities, churches, community centers, schools, as well as in-homes.

Through its diverse, progressive and pro-active services and programs, and its diverse, vast network of community partners and volunteers, El Concilio's clients are able to affect significant changes in their lives, achieving independence from the needed resources to successfully reach self-sufficiency – and clients, once empowered, become significant assets to the community. The successes achieved by El Concilio are due to the trust it enjoys from the communities it serves, and the confidence those communities have in El Concilio's confidentiality policies.

For the past 25 years, El Concilio Education and Community Centers have been providing single point of entry to integrated service systems, offering a Strengthening Families and Youth Thrive framework system approach at our Community Centers, the agency increases family stability, enhances child development and reduces the likelihood of child abuse and neglect.

With an annual budget over 12 million dollars, the agency is organized by department under a central administrative umbrella, and has a highly experienced team that is responsible to the President/CEO and the agency's Board of Directors. The agency's President/CEO and twelve (12) department managers lead El Concilio and its 46 programs under eight (8) departments:

Behavioral Health & Recovery Center;
Family & Childhood Wellness;
Early Childhood Development Centers;
Citizenship Classes & Immigration Legal Services;
Job Readiness & Workforce Development;
Adult Education & Financial Literacy;

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Senior Living & Legal Services; and,
Re-Entry Services & Court-Mandated Classes

Each department offers integrated, progressive and diverse multilingual educational and service-based programs.

The administrative services include accounting, human resources, operations and program oversight, marketing, fund development, fiscal management, staff education and training, quality assurance, facility management. Organization structure provides oversight, ensures contract compliance, and meaningfully supports the programs objective and goals of our outreach, education, engagement and initiatives for the hard to reach (HTR) populations, which is inclusive of all programs and services.

The agency has extensive experience as a contractor to San Joaquin County and is a successful contractor with local Central Valley and county agencies including (and not limited to) San Joaquin County Human Services Agency, San Joaquin County Behavioral Health Services, The Stanislaus County Children & Families Commission, Stanislaus Office of Education, Stockton City Schools, Stanislaus County Community Services Agency, San Joaquin County Department of Aging as well as the State of California. The agency provides an extensive continuum of services through its eight (8) departments: Family & Childhood Wellness; Behavioral Health and Recovery Services; Early Childhood Learning Centers (State & Head Start); Immigration and Legal Services; Job Readiness & Workforce Development; Senior Legal and Caregiver Services; Adult Education; Re-Entry Case Management.

The agency consistently meets and exceeds its obligations, while keeping within and maintaining prudent fiscal practices, maintaining a highly cost-efficient program.

El Concilio has been successful because staff understands their direct responsibilities for each portion of every program. The agency organization chart emphasizes the on-going communication that exists in the program. Funds awarded under this program are maintained in an account that is separate and distinct from other sources of revenue/funding and monitored by El Concilio's CFO.

The integration between departments is central to the agency's pro-active model. The successes achieved by El Concilio are due to the trust it enjoys from the communities it serves, and the confidence those communities have in El Concilio's confidentiality policies. That success includes fully integrated partnerships with other non-profit, for profit and governmental agencies. The motivation behind El Concilio's mission is to create independence and empower individuals with the resources necessary to successfully reach self-sufficiency. Services are offered to infants, youths, adults, families and seniors

Explain the experience the organization has in providing services to the targeted population and their success in carrying out programs such as the one proposed.

For over 24 years, El Concilio has provided outstanding culturally competent, multi-lingual selected pro per, pro bono legal assistance to low income seniors aged 60 and older throughout San Joaquin County. As a program, El Concilio Senior Legal Services (inclusive of Title III B Legal Services and Title III E Caregiver Legal):

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Has maintained and followed a strict policy of record keeping through proven monitoring and tracking instruments (accepted by both SJCHSA and DOA);
Has consistently had outstanding audits, always submitted reports on time; and,
Has always met and surpassed the required units of service while maintaining program compliance, objectives, scope, and methodology.

We have been able to surpass the contracted units not only due to diligence and a strong approach to outreach, but also because of our reputation and the trust those in the community have in El Concilio and our services.

El Concilio's Senior Legal Services program targets:

Low income minority older individuals;
Frail older individuals (including disabled);
Isolated and/or exploited older individuals;
Caregivers of older individuals with the greatest social need including:
- Physical and mental barriers;
- Language barriers; and/or,
- Cultural, social or geographical isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform normal tasks, or threatens the capacity of the individual to live independently;

Caregivers of seniors with greatest economic need at or below the poverty line.

El Concilio reaches the target population by participating in outreach events and:

Referrals through the agency's in-house programs;
Referrals from Department of Aging, (ie: Adult Protective Services, Ombudsman, In-Home Supportive Services);
Referrals from senior/social/community centers;
Coordinated, publicized and/or regularly scheduled appointments/presentations to senior/community/social centers throughout San Joaquin County for group presentations, and to see participants in pre-scheduled individual appointments;
Participation in outreach fairs and health fairs (ie: Senior Awareness Day in May);
Housing projects that request us to participate or give a presentation to residents;
Referrals from other agencies and organizations (ie: Victim Witness, San Joaquin District Attorney's Office, California Rural Legal Assistance, Fair Housing, Visionary Home Builders, Lawyer Referral Service, or the SJC Law Library;
Participation in a coordinated Community Based System of Care for seniors.

For caregivers/guardians/conservators of seniors in long-term care facilities, El Concilio is there too. El Concilio Senior Legal Services Program performs outreach to area long-term care facilities, the County Ombudsman and families. It is also common for the County Ombudsman, as well as long-term care facilities to contact the program's PC directly seeking assistance or on behalf of a client. Additionally, because of our history and expertise in providing culturally appropriate, bi-lingual services, it is customary for the El Concilio Caregivers Legal Assistance program to be the primary contact when the client is Spanish-speaking.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

El Concilio's experience and expertise in serving the legal needs of this population is invaluable. According to the 2010 US Census,15.3 percent of San Joaquin County's total population is 60 years or older. More than any other state, California has the highest number of seniors living below federal poverty levels. Over 75 percent of low-income California seniors are women; and, 40.5 percent of older Hispanic women who live alone live below the poverty line. The responsibility of a caregiver to an elderly person can be overwhelming, with problems that may be compounded due to a host of family, medical, and isolating issues. These are the people we serve under this program.

El Concilio Caregivers Legal Assistance aids clients with the emotional or physical issues that make their lives difficult as a caregiver and the issues facing those for whom they care. Those who are divided between their own homes and that of the senior feel relief when finding answers to their or the senior's legal needs, and that the wishes of the senior will be carried out as they have intended.

For over two decades, El Concilio has been providing selected pro per, pro bono legal assistance to the nonpaid caregivers of low-income, underserved seniors aged 60 and older throughout San Joaquin County. The program provides assistance with drafting in pro per statutory wills, durable powers of attorney, housing and consumer affairs and public assistance that may be encountered by seniors, small claims filings, unlawful detainers, elder abuse events, restraining orders, and Social Security and Medi-Cal issues. Other services El Concilio Caregivers Legal Assistance program provides are educational workshops and group presentations.

Since being contracted by SJCHSA the agency has been consistently over the contracted number of hours (units) annually, with 48 community education sessions are held annually.

2. *Program Design*

Describe the program design and implementation strategies you will use that will adequately and effectively serve the targeted population and the goals for service delivery.

Overview. The Caregivers Legal Assistance Program provides assistance and referrals to the caregivers of low income seniors on issues that affect independent living. The outreach goal is to increase awareness and have caregivers obtain the support they (or the senior) need. Many of those who receive services have suffered from being the sole caregiver, health problems, and cultural and language barriers. The Caregivers Legal Assistance Program provides (but is not limited to) the following:

Consumer Affairs matters, including assistance with Small Claims filings;
Drafting petitions for temporary restraining orders and court preparation;
To access public benefits (including SS/SSI/SSDI, Medicaid and Medicare, veteran's benefits and unemployment compensation);
Drafting In Pro Per Statutory Wills, General Durable Powers of Attorney, California Advanced Health Care Directive/Living Will, and designate surrogate decision makers who will effectuate their wishes if they become incapacitated;
On issues related to guardianship; and Unlawful Detainers;

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

To access available housing options, including low income housing programs that allow them to stay independent in their homes and communities;
Facing foreclosure or eviction proceedings that jeopardize their ability to stay independent in their homes and communities;
Accessing full benefit of appropriate long-term care private financing options
To maintain their long-term financial solvency and economic security;
To ensure elder rights protections for older persons transferring from long-term care (LTC) facilities to home and community-based care;
For those who have experienced elder abuse, including consumer fraud and the financial exploitation of older persons.

Clients are seen, and group presentations are made, at the four (4) primary El Concilio offices in Stockton, Lodi, Manteca and Tracy; at partnering senior/community centers, long-term care facilities, and agencies throughout San Joaquin County and outlying rural areas; and through participation in community events and fairs. The times during which staff will be available is well publicized and advertised through outreach, postings, etc. During posted times of availability each location staff have prior individual appointments scheduled and is available for walk-ins.

Supervision. The program Supervising Attorney (SA) is Jose R. Rodriguez, Esq., a 22-year member of the San Joaquin County Bar Association (and president and CEO of El Concilio), who oversees the program staff includes a part-time Program Coordinator (4 hours/week), and a Case Management Assistant (3 hours/week). These hours are within a broader scope of well over 40 weekly Senior Legal Services Department staff hours which includes Title III B Legal Services. All staff is bi-lingual in English and Spanish.

Also, volunteers aid in handling clients, intake, and filling out paperwork. These volunteers are comprised of retired professionals as well as law students and interns. All volunteers/interns are interviewed by El Concilio's Human Resources manager to determine their qualifications and whether or not they may be appropriate for the program. (See Staffing and Program Management for further clarification.)

Locations. Based out of El Concilio's downtown Stockton office (224 S. Sutter Street), which is conveniently located for the large population of senior citizens who live in or near the downtown area, and is centrally located several blocks south of the city bus terminal, El Concilio Senior Legal Services provides assistance to seniors residing throughout San Joaquin County at El Concilio three other primary facilities Tracy (95 W. 11th Street), Manteca (1215 W. Center Street Suite 105), and Lodi (1330 S. Ham Lane) – all easily accessible by mass transit – and at partnering senior/community centers, and agencies across San Joaquin County and outlying rural areas (listed below).

Working closely with these partnering senior/community centers, plus outreach and coordinating with outside agencies has been the long-term key to the program's successes. This includes making our services available to residents at long-term care facilities.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Outreach/Strategies. As part of a coordinated Community Based System of Care, El Concilio Caregivers Legal Assistance's fully-integrated partnership with San Joaquin County senior centers and agencies is at the core of the program. By uniting with these centers throughout the county, Caregivers Legal Assistance is able to make direct contact with the maximum number of caregivers of seniors. It is a coordinated effort. Each senior center and/or community center:

Promotes the program and the scheduled/regularly scheduled times during which the Program Coordinator (PC) will be available for group presentations and/or individual consultations;
Provides space in-kind for group presentations and private individual consultations;
Schedule group presentations based on the needs of their clients;
Schedule individual appointments for private consultations with the PC including but not limited to:

- Scheduling of all client appointments with the PC for the respective center;
- Confirming and reminding clients of their appointments prior to the day;
- Confirming and reminding clients of their appointments prior on the day, and;
- Providing the PC a copy of the appointment list upon arrival at the center.

On a monthly basis, the PC regularly travels to sites three times a week meeting with clients at Lathrop Senior Center on the first Wednesday of the month; Lodi on the second and fourth Thursday of every month; Manteca Senior Center on the second and fourth Tuesday of every month; and Lolly Hansen Senior Center (Tracy) on the second and fourth Thursday of every month. Additional meetings and/or outreach are scheduled (or as requested) at Oak Park Senior Center (Stockton); Ripon Senior Center; Jene Wah (Stockton); Hutchins Street Square (Lodi), Boggs Tract Community Center (Stockton); Garden Acres Community Center (Stockton); Larch Clover Community Center (Tracy); Northeast Community Center (Stockton); Taft Community Center (Stockton); Kennedy Community Center (Stockton); Lodi Community Center; and Thornton Community Hall.

In addition to the outreach initiatives already noted, the program staff provides outreach at health fairs and Senior Awareness Days to maximize their outreach to clients and potential clients, and community education sessions are held 48 times per year. Because of the increased demand for Caregivers Legal Assistance in San Joaquin, staff training is ongoing to keep up to date on issues affecting seniors and caregivers.

Overall, the program provides a minimum of 40 hours of legal assistance on a weekly basis (Senior Legal Services and Caregiver Legal Assistance programs combined), including services rendered at external senior facilities throughout San Joaquin County. Program staff has worked to establish and maintain strong partnerships with other agencies and community programs including various divisions of the San Joaquin County Department of Aging, California Rural Legal Assistance and HSA sponsored community centers. A senior citizen is defined as anyone age 60 years or older; a caregiver may be of any age 18 years or older, and be in accordance with the definitions within Title III E.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Describe the purpose of the program and identify focal points and how services will be incorporated in those areas. Include the number of participants, units of service, and/or other relevant characteristics where applicable.

The Caregivers Legal Assistance Program provides assistance and referrals to the caregivers of low income seniors on issues that affect independent living with the goal increasing awareness of available resources and services leading to seniors obtaining the support and assistance they need. The purpose of the program is to bring in-pro-per legal services to the caregivers of seniors in San Joaquin County. The focal points are to assist clients with: durable power of attorneys; elder abuse matters; evictions; grant deeds; housing and consumer affairs; Medicare and Social Security forms; public assistance; small claims; restraining orders; and wills. Any issue, or suspicion, regarding elder abuse, is immediate referred to the DOA, lawyer referral service, and district attorney.

The required units of service per fiscal year of 450 units will be met on a monthly basis at 37.5 units monthly. The required units of service will be met by scheduling clients accordingly, at the program's home site (Sutter site), and ensuring that offsite appointments are filled and booked by the senior/community centers. Offsite appointments are always booked, and never an issue.

El Concilio has developed strong sound relationships with the senior community in San Joaquin County, and its outlying cities. Therefore, meeting the required units of service should not be an issue for El Concilio. Further, the San Joaquin County Department of Aging and El Concilio have developed a secure relationship, and client referrals from the Department of Aging are constantly funneled to El Concilio.

Address how your program will contribute to a coordinated Community Based System of Care (CBSC) such as information sharing, planning, and coordinating care with other agencies and/or partners.

Community based Systems of Care include a wide variety of personal care, health care, and other supportive services, provided to clients in the home, or in their community, to enable them to continue living at home, and to maintain as much independence as possible. El Concilio Caregivers Legal Assistance has been a strong and consistent partner offering supportive legal services to seniors and their caregivers for over 20 years.

As already stated above, El Concilio is a part of a fully integrated coordinated CBSC for seniors through its diverse relationships and/or partnerships with senior centers, community centers, social centers, long-term healthcare facilities, agencies, CBO's, county, state and local agencies and departments throughout San Joaquin County. El Concilio is a partner not only through the legal services it provides caregivers of seniors, but through well-established inter-agency access and referral processes and mechanisms designed and instituted to promote overall well-being for the San Joaquin population and our clients. The program is dedicated to improving the system of care for seniors and caregivers.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

So, we get to know and understand our clients not only during the in-take process, but through the whole time we are addressing their needs. Through this process, staff is able to make further determinations and assessments. We are able to serve our clients beyond their initial need and refer them to (or make appointments for them with) other agencies concerning a host of needs, including but not limited to: home health care; home care; meal programs; transportations services (including El Concilio's own transportation programs); friendly visitor or companion services; emergency response systems; adult day care; respite care; senior centers; health care services (Medi-Cal/Medi-Care); dental needs; and mental health services (including El Concilio Behavioral Health and Recovery). Not only is this our practice for those seniors living in urban areas; it is especially true for those seniors living in rural areas.

Not only is this our practice for those seniors and caregivers living in urban areas; it is especially true for those seniors and caregivers living in rural areas.

3. *Outcomes*

Describe how the organization will evaluate program strategies that have measurable outcomes to determine the effectiveness of the program. Link an outcome with a tool for measuring that outcome.

Since 2005, legal assistance hours have been consistently over the contracted number of unity. Every contact is captured through daily appointment logs, sign-in sheets and maintained on our database. The program is monitored on a quarterly basis to ensure that numbers of clients receiving services are met. El Concilio has always successfully met the outcomes that have been proposed.

For 2019-2020, we are committed to providing 450 units of service to caregivers of low income seniors, including drafting pro per statutory wills, durable powers of attorney and living wills; assistance with small claims filings, elder abuse events, unlawful detainers, temporary restraining orders and court preparation, social security; and, Medi-Cal/Medicare issues, real property matters and elder fraud assistance. The required 450 units of service will be met by providing 37.5 units monthly.

Measurement. Daily appointment logs indicating types of services each client is accessing. Clients receive services by appointment and/or as walk-ins to best serve the community, and may access services at any of the satellite facilities. Also, sign-in sheets from nonpaid caregiver attended educational workshops and group presentations on issues ranging from elder abuse to financial budgeting and access to services. Submission of compiled data (regarding unites of service provided) on a monthly, quarterly and yearly basis to San Joaquin County HSA.

As an agency, El Concilio, ensures that programs are properly run and best practices are always used. The CBSC for seniors and caregivers El Concilio has developed

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

with San Joaquin County senior and community centers continues to be strong under the understanding that El Concilio will meet the legal needs of seniors' caregivers by ensuring appointments are kept, which provides a measurable outcome and ensures the program is running effectively.

Estimate the unduplicated number of seniors to be served in the geographical area to be served. Include a sample "Satisfaction Survey" which will be used as a method to determine client satisfaction of services provided.

The program is estimated to serve 10-15 unduplicated caregivers monthly (450 to 660 service units annually), based upon current trends.

EL CONCILIO
BUILDING STRONGER COMMUNITIES TOGETHER

ENCUESTA DEL CLIENTE/CUSTOMER SURVEY: *SENIOR LEGAL*

1. ***En general como considera el trato que se le brindó?***
   In general, how would you rate the level of service you received today?
   1) Good/Bueno___ 2) Acceptable/Aceptable___ 3) Neutral/Neutro___ 4) Bad/Malo___

2. ***Le han ayudado los servicios a los cuales hemos referido? Si es asi, de qué manera?***
   Were your questions regarding your needs answered? If yes, how? Yes/Si___ No___
   _____
   _____

3. ***Si alguien conocido necesitaria servicios similares le recomendarias usted El Concilio?***
   Based on the services you received, would you refer a friend to El Concilio? Yes/Si___ No___

4. ***Cuales cambios piensa usted, que deberíamos hacer?*** *Any changes you suggest we do?*
   _____
   _____

5. ***Comentarios adicionales?*** *Any additional comments for suggestions for improvements?*
   _____
   _____
   _____

4. *Staffing*

Describe the configuration for this project. Include information on the types of activities to be provided, by whom, and at what intervals. Clearly describe who will be responsible for what portions of the program.

The program Supervising Attorney (SA) is Jose R. Rodriguez, Esq., a 21-year member of the San Joaquin County Bar Association (and President/CEO of El Concilio), who oversees staff including a part-time Program Coordinator (4 hours, or 28 hour including Senior Legal Assistance [SLA]) who provides in-pro-per legal assistance under the supervision of the SA, and a Case Management Assistant (3 hours, or 32 hours including SLA).

The staff provides 40 hours of legal assistance on a weekly basis (Senior Legal Services and Caregiver Legal Assistance programs combined), including services rendered at external senior facilities throughout San Joaquin County.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

The PC submits all complex legal questions to the SA, and then follows up with clients with the SA's response. Participants with an issue that does not fall within the scope of the program are always referred to the San Joaquin Lawyer Referral Service for additional assistance or legal advice.

Participants are always informed that the program does not provide legal advice, and it is simply there to help them fill in the blanks for their legal needs. The CMA handles limited duties to assist the PC. The CMA helps participants with public assistance issues, program intake data, preparing monthly reports for final review by the PC, and other duties as assigned. The program reports are submitted by the PC to the Department of Aging of San Joaquin County by the 10th of every month.

The program PC also collaborates and works closely with the Department of Aging of San Joaquin County and is a member of the Department of Aging's MDT/FAST (Multi-Disciplinary Team and Financial Abuse Specialist Team), to help with elder abuse prevention and elder financial abuse. The PC also participates yearly in the San Joaquin County's Department of Aging's Senior Awareness Day. Aside from the latter, the PC also collaborates closely with the Senior Centers and others to ensure the in-kind services requirements of the contract are met.

Describe the extent to which the staff qualifications are adequate and appropriate for effective service delivery.

The agency has worked closely with the San Joaquin DOA to ensure adequate and appropriate staffing qualifications and requirements are maintained. All program staff either meet and/or exceed the requirements as outlined in their respective Job Descriptions/Qualifications.

Provide a start-up plan with a time frame for services to begin if you do not currently provide this program.

This is an ongoing program with a 23-year history of proven success and contract compliance in objectives, scope and methodology.

5. ***Project Management***

Describe the extent to which the proposal provides for adequate management, supervision and infrastructure resources to ensure effective service delivery, sound fiscal oversight and to be accurate/timely.

El Concilio's Caregivers Legal Assistance Program has been successful because staff understands their direct responsibilities for each portion of the program. The agency organization chart emphasizes the on-going communication that exists in the program. The PC holds weekly meetings with the SA on a weekly basis to report on the program's progress and to address any issues or concerns that may arise. This on-going communication allows for strategizing to improve and expand program services. In addition, the PC submits a monthly report to the SA which includes the number of clients served, donations received, outreach conducted and collaborative work with other agencies.

The PC and SA perform and believe that evaluations are a necessary and integral part of employee performance. Program and staff valuations are performed on a yearly basis.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Describe the extent to which the staff qualifications are adequate and appropriate for

The PC and SA oversee the total Caregivers Legal Assistance Program. All job descriptions of assigned program responsibilities and lines of communications are attached. The President/CEO oversees all internal and outside agency relationships.

El Concilio has established partnerships with senior/community centers as well as long-term care facilities throughout San Joaquin County including Hutchins Street Square Senior Center in Lodi, Lolly Hansen Senior Center in Tracy, Manteca Senior Center, and Lathrop Senior Center. Staff has also established strong partnerships with other agencies and community programs (ie: divisions of the San Joaquin Department of Aging, California Rural Legal Assistance and HSA sponsored community centers that enable the Senior Legal Services Program to perform outreach in the neighborhoods where seniors reside.

Fiscal Capacity. Funds awarded under this program are maintained in an account that is separate and distinct from other sources of revenue/funding and monitored by El Concilio's CFO. El Concilio prepares financial statements in accordance with generally accepted accounting principles (GAAP) in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Funds awarded under all contracts are maintained in an account that is separate and distinct from other sources of revenue/funding and monitored by El Concilio's CFO.

As a part of the agency's fiscal policies and cost-effective determinants in handling funds, El Concilio has documented Financial Policies and Procedures which adherence to GAAP, Federal and State guidelines, and that are followed to ensure accurate reporting of expenses.

The agency's fiscal department performs a variety of professional accounting work involving judgment and discretion in the analysis and application of accounting principles and practices in maintaining fiscal controls and records, preparing transactions, and developing financial and statistical reports; develop and implement accounting and financial procedures and systems; monitor and report on budget trends, financial transactions, tax billings and collections, or accounts; provide recommendations for efficiencies and improvements; and perform related duties.

Expenses are tracked in the General Ledger with a distinct Customer/Program code of each funder. Costs are allocated based on actual statistics, and budgeted figures. Direct costs such as Communications & Utilities, Equipment Rental/Lease and Liability Insurance are allocated to programs based on program headcount adjusted for FTE to total organization headcount and program exclusive Office Space, Communications & Utilities, and Equipment Rental/Lease.

The Chief Financial Officer (CFO) and Fiscal Accountant Staff is further distinguished by the regular performance of internal compliance, financial and performance audits performed in accordance with professional standards such as Institute of Internal Auditors, Generally Accepted Accounting Principles, and Generally Accepted Government Auditing Standards, including preparing audit reports with the issuance of an opinion.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

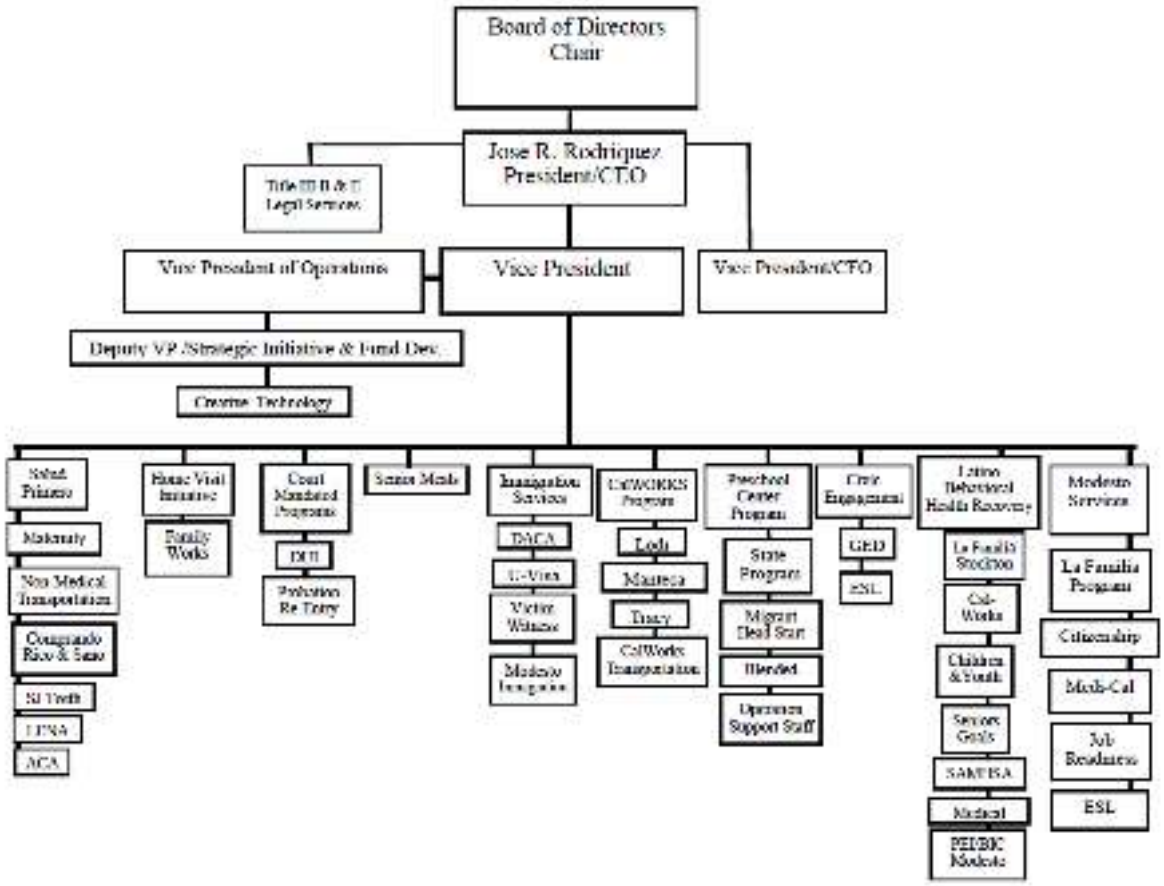
Invoices are prepared monthly by the Accounts Receivable Technician and reviewed for accuracy, coding and contract compliance by the CFO.

The basis for the reporting of actual expenses is the General Ledger, taken from Dynamics software, which tracks all expenses, invoices, purchase orders, accounts payable and receivable, and the Payroll Report taken from evolution.

Invoices are prepared in format approved and/or required by the program and funder by the Accounts Receivable Technician. In regard to the COE program, invoices are submitted with a funder-approved format including a summary/invoice page, payroll ledger/report, and general ledger report for details on the expenses.

Funds awarded under each program are maintained in an account that is separate and distinct from other sources of revenue/funding and monitored by El Concilio's CFO. Furthermore, El Concilio throughout its 49 years has documented Financial Policies and Procedures, which adhere to GAAP, Federal and State guidelines, and are followed to ensure accurate reporting of expenses

Include an organizational chart in the Appendix showing the relationship of the lead agency to the program and, if applicable, the lead agency to its partners.



There are no partnering agencies.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

6. *Cost Effectiveness*

Describe the extent to which the proposed budget is demonstrably cost effective, relative to the number and characteristics of the client population to be served.

The projected 2019-2020 contract-year cost of $22.67 per unit (units being defined one [1] hour of legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney), which is nominally higher than the 2018-2019 per unit rate, and maintains a fiscally responsive and cost effective program that provides a high quality of service by allowing for the outreach needed to contact, inform, and serve this population which is often reticent to seek outside help, compounding the issues they and the senior face.

Still, we are able to maintain a high quality of service because El Concilio collaborates and coordinates with senior centers throughout the county to provide legal services to their clients in exchange for free usage of the respective senior center and/or community center's building, facilities and utilities. Furthermore, El Concilio throughout its 22-plus-year implementation of its Caregivers Legal Assistance Program has documented financial policies and procedures that are followed to ensure accurate reporting of expenses.

7. *Grievance Procedure*

Describe your agency's written grievance procedure to be used by program participants.

Any El Concilio client or applicant for services who has a grievance may bring a complaint using the following procedures (any additional procedures required under this contract and/or Title III will be adapted into these procedures):

1. Attempt to resolve the situation with the El Concilio staff member or volunteer.
2. If a client is not satisfied, he/she may, within five (5) working days, contact the program's Supervising Attorney (SA). The SA will schedule an appointment with the client to discuss the complaint and attempt to resolve it with the client. The SA will make a record of the complaint and the discussion. The appointment may be for a telephone conversation. Because the SA is also the El Concilio President/CEO of the agency, his decision will be final unless the client wishes to make a formal grievance in one of the following four (4) allowable areas:
    a. Adverse decisions regarding a person's eligibility for services;
    b. Questions regarding the promptness with which a person's application for services is acted upon;
    c. Questions regarding the quality of services rendered; and
    d. Decisions regarding the suspension and/or termination of services.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

3. To make a formal appeal the client must appeal in writing, within five (5) working days, for a hearing before the Executive Committee of El Concilio's Board of Directors who will set a hearing within four (4) weeks of receipt of the client's formal grievance. At least five (5) business days prior to the hearing the client will receive written notice of the meeting date, time and location. At the meeting the client, or representative, may present oral arguments. The Executive Committee will issue a written decision to all participants within one (1) week of the hearing. A written report, in the form of a letter, will be sent to all parties setting out the results of the review, the process which will be put in place to ensure compliance with any agreements reached during the informal review, and complainant's right to an appeal to the hearing panel if dissatisfied with the results of the review.
4. If the complainant is dissatisfied with the findings, then the complainant may appeal the decision to the San Joaquin County Department of Aging within thirty days. Appeals should be made in writing and addressed to: DIRECTOR, San Joaquin County Department of Aging and Community Services, P. O. Box 20105 Stockton, CA 95201.

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

BUDGET SUMMARY

Contractor: The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio)
Program: Title III E Cargiver Legal Services
Budget Period: 07/01/2019 - 06/30/2020
Contract Number:

Date Submitted: 2/21/20

Original
Amendment & Reason

COST CATEGORY	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
DIRECT PROGRAM SALARIES & BENEFITS										
Program Cash Salaries (fr. Sheet #1)	$ 12,272	$ 12,272	$ 12,272	$ -	$ -			$ -	$ -	$ -
Program Cash Benefits (fr. Sheet #2)	$ 1,823	$ 1,823	$ 1,823	$ -	$ -			$ -	$ -	$ -
Program Admin Cash Salaries (fr. Sheet #1)	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -
Program Admin Cash Benefits (fr. Sheet #2)	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -
Program In-Kind Volunteers (fr. Sheet #3)	$ -	$ -				$ -				
Admin In-Kind Volunteers (fr. Sheet #3)	$ -	$ -				$ -				
TOTAL PROGRAM SALARIES & BENEFITS	***$ 14,095***	***$ 14,095***	***$ 14,095***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***

DIRECT PROGRAM COSTS (Itemize)	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
Travel	$ 524	$ 524	$ 524							
Space Cost for Client Interviews	$ -	$ 5,490				$ 5,490				
Outreach	$ -	$ -								
Communication and Utilities	$ 1,120	$ 1,720	$ 1,120					$ 600		
Printing and Supplies	$ 400	$ 500	$ 400					$ 100		
Equipment Rental/Lease/Maintenance	$ 300	$ 362	$ 300					$ 62		
Liability Insurance	$ 241	$ 241	$ 241							
Additional Presentation Materials	$ 300	$ 300	$ 300							
	$ -	$ -								
	$ -	$ -								
Office Supplies	$ -	$ -								
Phone & Communication Costs	$ -	$ -								
Excluded from MTDC Subtotal										
Office Equipment Lease	$ -	$ -								
Equipment	$ -	$ -								
Rent: *Specify # Sq Ft _____; Sq Ft Rate _____*	$ -	$ -								
Other (describe):	$ -	$ -								
TOTAL DIRECT PROGRAM COSTS	***$ 2,885***	***$ 9,137***	***$ 2,885***	***$ -***	***$ -***	***$ 5,490***	***$ -***	***$ 762***	***$ -***	***$ -***
MTDC Subtotal of Grant (excluding non-match)		$ 17,742								

INDIRECT COSTS

ITEMIZED	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
General Printing & Duplicating	$ -	$ -								
General Postage & Delivery	$ -	$ -								
Audit Legal / Legal Expenses	$ -	$ 130							$ 130	.
Other (describe): Payroll Processing Fees	$ -	$ 30							$ 30	.
Indirect Cost	$ 1,774	$ 2,722	$ 1,774						$ 948	
TOTAL INDIRECT COSTS	***$ 1,774***	***$ 2,882***	***$ 1,774***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 1,108***	***$ -***

INDIRECT COST RATE (% OF INDIRECT COSTS TO MTDC) 10.00%

(If your agency has a State- or Federally-approved indirect cost rate, please submit it with your budget. 10% maximum indirect is authorized under 2 CFR 200 as it applies to subrecipients of federal awards.)

	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
GRAND TOTAL	**$ 18,754**	**$ 26,114**	**$ 18,754**	**$ -**	**$ -**	**$ 5,490**	**$ -**	**$ 762**	**$ 1,108**	**$ -**

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 1: Cash Salaries

Contractor: The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio)

Program: Title III E Cargiver Legal Services

Original

Amendment & Reason 0

DIRECT PROGRAM STAFF SALARIES (CASH)	STAFF INFORMATION							ALLOCATION OF FUNDS						
POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
Program Coordinator, Rocio Berrio	1.00	2,080	$ 19.00	$ 39,520	$ 39,520	20.0%	7,904	$ 7,904						$ 7,9
Case Management Assistant, Mariza Kalebaugh	1.00	2,080	$ 14.00	$ 29,120	$ 29,120	15.0%	4,368	$ 4,368						$ 4,3
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
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				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
TOTAL PROGRAM STAFF SALARIES								$ 12,272	$ -	$ -	$ -	$ -	$ -	$ 12,2

PROGRAM ADMIN STAFF SALARIES (CASH)	STAFF INFORMATION							ALLOCATION OF FUNDS						
POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
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				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
TOTAL ADMINISTRATIVE STAFF SALARIES								$ -	$ -	$ -	$ -	$ -	$ -	$ -

TOTAL ADMIN AND PROGRAM SALARY COSTS	$ 12,272	$ -	$ -	$ -	$ -	$ -	$ 12,2

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 2: Cash Benefits

Contractor: The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio)

Program: Title III E Cargiver Legal Services

☐ Original

☐ Amendment & Reason 0

	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL DIRECT PROGRAM SALARIES
PROGRAM SALARIES FROM SECTION 1: Cash Salaries	$ 12,272	$ -	$ -	$ -	$ -	$ -	$ 12,272

PROGRAM STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR PROGRAM BENEFIT	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☐ Certain Positions		6.20%	$ 761	$ 761	$ -	$ -	$ -	$ -	$ -	$ 761
Social Security - Medicare	☐ Certain Positions		1.45%	$ 178	$ 178	$ -	$ -	$ -	$ -	$ -	$ 178
Unemployment Insurance	☐ Certain Positions		1.00%	$ 123	$ 123	$ -	$ -	$ -	$ -	$ -	$ 123
Workers Compensation	☐ Certain Positions		1.20%	$ 147	$ 147	$ -	$ -	$ -	$ -	$ -	$ 147
Retirement	☐ Certain Positions		5.00%	$ 614	$ 614	$ -	$ -	$ -	$ -	$ -	$ 614
Health Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dental Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vision Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Life Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL PROGRAM STAFF BENEFITS		$ 1,823	$ 1,823	$ -	$ -	$ -	$ -	$ -	$ 1,823

	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL ADMIN SALARIES
PROGRAM ADMIN SALARIES FROM SECTION 1: Cash Salaries	$ -	$ -	$ -	$ -	$ -	$ -	$ -

ADMIN STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR ADMIN BENEFITS	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☐ Certain Positions		6.20%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Social Security - Medicare	☐ Certain Positions		1.45%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unemployment Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Workers Compensation	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Retirement	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Health Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dental Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vision Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Life Insurance	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL ADMIN STAFF BENEFITS		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 3: In-Kind Salaries, Benefits, and Other In-Kind

Contractor: The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio)

Program: Title III E Cargiver Legal Services

☐ Original

☐ Amendment & Reason 0

IN-KIND VOLUNTEER SALARIES

COMPARABLE TITLE & TYPE OF ACTIVITIES	NUMBER OF POSITIONS	ANNUAL HOURS PER VOLUNTEER	IN-KIND HOURLY RATE	TOTAL IN-KIND WAGES	VOLUNTEER TIME ALLOCATION: % OF TIME SPENT ON DIRECT PROGRAM ACTIVITIES	VOLUNTEER TIME ALLOCATION: % OF TIME ON INDIRECT, GENERAL, or ADMIN ACTIVITIES	VOLUNTEER TIME ALLOCATION: TOTAL VOLUNTEER TIME (must add to 100%)	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM ADMIN IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: TOTAL IN-KIND WAGES
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
		TOTAL IN-KIND SALARIES		-				$ -	$ -	$ -

IN-KIND BENEFITS (would have been paid if not volunteer staff)

BENEFIT TYPE	BENEFIT RATE	TOTAL IN-KIND BENEFITS	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND BENEFITS
Social Security	6.20%	-	$ -	$ -	$ -
Medicare	1.45%	-	$ -	$ -	$ -
	TOTAL IN-KIND BENEFITS	-	$ -	$ -	$ -

OTHER IN-KIND

DONATED ITEM OR OBJECT (NON-CASH)	ANNUAL CASH VALUE	SOURCE (City of____, donation from public, etc.)	USAGE ALLOCATION: % OF USAGE FOR DIRECT PROGRAM ACTIVITIES	USAGE ALLOCATION: % USAGE FOR PROGRAM ADMIN ACTIVITIES	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL OTHER IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHER IN-KIND NON-MATCH
Lolly Hansen Senior Center (City of Tracy)	$ 180	City of Tracy	100%				$ -			$ -
Manteca Senior Center	$ 1,780	City of Manteca	100%				$ -			$ -
Lathrop Senior Center	$ 2,220	City of Lathrop	100%				$ -			$ -
CalWORKs Office and City Center	$ 1,310	City of Lodi	100%				$ -			$ -
							$ -			$ -
							$ -			$ -
	$ 5,490				$ -	$ -	$ -	$ -	$ -	$ -

	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHER IN-KIND NON MATCH
TOTAL OF ALL IN-KIND MATCH (must match totals on Budget Summary Page)	**$ 5,490**	**$ -**	**$ 5,490**	**$ -**	**$ -**	**$ -**
Total from Summary Page (should match line above)	$ 5,490	$ -	$ 5,490	$ -	$ -	$ -

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 4: Program Income, Cash Match, Cash Non-Match

Contractor: The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio)

Program: Title III E Cargiver Legal Services

☑ Original

☐ Amendment & Reason 0

PROGRAM INCOME	AMOUNT
Estimated income from client services (donated cash per AAA service)	
Client Fees	
Income from usage or rental fees of property acquired with grant funds	
Royalties received on patents and copyrights from contract supported activities	
Proceeds from the sale of goods created under CDA grant funds	
Other (specify): Voluntary cash donations from participants as a result of services	
Total (must match summary page)	**$ -**
Amount of Program Income on Summary Page	*$ -*

CASH NON-MATCH	AMOUNT
Interest earned from grant funds	
Fee abatements	
Proceeds from sale of AAA grant property	
Other Federal non-AAA grant funds (specify):	
Excess Actual MTDC	$ 1,108
Total (must match summary page)	**$ 1,108**
Amount of Cash Non-Match on Summary Page	*$ 1,108*

CASH MATCH	AMOUNT
Your agency's cash contribution to the program	$ 762
Fundraisers	
General Agency Cash Donations (not associated with receiving an AAA service)	
Other (specify):	
Total (must match summary page)	**$ 762**
Amount of Cash Match on Summary Page	*$ 762*

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SECTION 5: Schedule Of Property/Equipment To Be Purchased

Contractor: The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio)

Program: Title III E Cargiver Legal Services

☐ Original

☐ Amendment & Reason 0

Property / Equipment Description	Purpose/Justification *	IIIB Supportive Services	III B %	III D Disease Prev	III D %	III E Family Caregiver	III E %	TOTAL Equipment
Property / Equipment with per unit purchase price between $500 and $4,999:								
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Equipment with per unit purchase price between $500 and $4,999		$ -		$ -		$ -		$ -
Property / Equipment with per unit purchase price of $5,000 or more:								
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Equipment with per unit purchase price of $5,000 or more		$ -		$ -		$ -		$ -
Total Property / Equipment		$ -		$ -		$ -		$ -

*** Property/Equipment with a per unit price of $500 or more requires CDA approval. Describe use and need - Property must be reasonable and necessary to program operation.**

If allocating equipment to more than one program, please indicate the percent applied to each program in columns above and describe the basis for the allocation to each program here

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

EXHIBIT "CC"

SCOPE OF CONTRACTOR'S SERVICES

1. Notwithstanding CONTRACTOR's proposal marked as "Exhibit AA", and pursuant to the Request for Proposal (RFP) condition that the COUNTY may negotiate modifications or revisions to the selected proposal to ensure program requirements, CONTRACTOR shall implement and administer Caregiver Legal Services project during the term of this Agreement, as set forth below.

2. CONTRACTOR will meet the standards in each of the areas listed below, as further described in the Project proposal, set forth in Exhibit "AA":

   - Population to be Served (described in more detail below).
   - Type of Program/Service to be Provided.
   - Outcomes to be Achieved (units of service):
     - Caregiver Services – 585 units to be served (unit: one hour)
   - Staffing.
   - Program Management.
   - Sustainability Plan.

   For the purpose of the programs, population to be served is described in more detail as follows:

   1. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

   2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

      a. Individuals eligible to receive a meal at a congregate nutrition site are:
         (i) Any older individual.
         (ii) The spouse of any older individual.
         (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
         (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

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(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:
   (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
   (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   (iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

3. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

4. **Older relative caregiver means a caregiver who is –**
   a. **Is age 55** or older; and
   b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
   c. In the case of a caregiver for a child --
      (i) is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
      (ii) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
      (iii) has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child **informally**
      (iv) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

3. CONTRACTOR shall maintain a written grievance process and ensure its visibility for program participants for reviewing and attempting to resolve complaints.

4. CONTRACTOR assures the provision of services to older individuals with greatest economic needs and older individuals with greatest social need, including the provision of services to low income minority individuals. Focal points within the community include the following agencies; Oak Park Senior Center, Lolly Hansen Senior Center, Manteca Senior Center, Ripon Senior Center, Jene Wah Inc, Hutchins Street Square, Boggs Tract Community Center, Garden Acres Community Center, Larch Clover Community Center, Lodi Community Center, Northeast Community Center, Taft Community Center, Thornton Community Center, Lathrop Senior Center, LOEL Center and Gardens, El Concilio, Stribley Community Center, and Van Buskirk Community Center.

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5. CONTRACTOR shall submit yearly certification and documentation of the Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement and within 30 days of the start date of any new employee

6. CONTRACTOR agrees to submit and mail programmatic and fiscal **monthly/quarterly/yearly reports** to the COUNTY, in accordance with guidelines set forth by the COUNTY.

Programmatic Reports to:

Carmen Matty-Cervantes, Aging Programs Coordinator
Aging & Community Services Division
Department of Aging
P.O. Box 201056
Stockton, CA 95201

Fiscal Reports to:

San Joaquin County Human Services Agency
Aging & Community Services Division
P.O. Box 201056
Stockton, CA 95201

Attachment: Title III Subcontractor El Concilio Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

San Joaquin County
Human Services Agency

A-20-_____

AMENDMENT TO AGREEMENT NUMBER A-19-169

This Amendment to Agreement Number A-19-169 (hereinafter "AMENDMENT") is made at Stockton, County of San Joaquin, California, as of this 24th day of March, 2020, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through the HUMAN SERVICES AGENCY, hereinafter referred to as "COUNTY", and Jene Wah, Inc. a nonprofit corporation, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on June 11, 2019, COUNTY AND CONTRACTOR entered into Agreement Number A-19-169 to provide Congregate Meals Services; and

WHEREAS, COUNTY AND CONTRACTOR now desire to amend certain provisions of Agreement Number A-19-169.

NOW, THEREFORE, in consideration of mutual obligations in this Agreement and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this AMENDMENT, AGREE AS FOLLOWS:

1. Contractor's Proposal (Exhibit A) is hereby cancelled and replaced with a revised Contractor's Proposal marked as Exhibit AA.
2. Fiscal Provisions (Exhibit B, Terms of Agreement Section 4A), shall be changed to: COUNTY shall reimburse CONTRACTOR for actual expenditures, not to exceed

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

ONE HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED AND TEN DOLLARS ($146,410) [Change in dollar amount only.]

These funds are considered a subaward of Older Americans' Act funds and are passed subsequently from the United Stated Department of Health and Human Services to the California Department of Aging and then to the COUNTY. Through this agreement, these funds are then awarded to the CONTRACTOR.

These funds will not be used for Research or Development.

Time Period	Funding Category	CFDA Number	Federal Award Identification Number	CDA Project Number	Award Amount
7/1/2019 to 9/30/2019	Federal Title III-C-1	93.045	1901CAOACM-01	3C1L19-19	$28,649
10/1/2019 to 6/30/2020	Federal Title III-C-1	93.045	2001CAOACM-01	3C1L20-19	$85,949
7/1/2019 to 9/30/2019	Federal Title III-C-1 OTO	93.045	1901CAOACM-01	3C1L19-19	$395
7/1/2019 to 9/30/2019	NSIP C-1	93.053	1901CAOANS-00	NC1L19-19	$3,367
10/1/2019 to 6/30/2020	NSIP C-1	93.053	2001CAOANS-00	NC1L20-19	$10,103
7/1/2019 to 6/30/2020	General Fund C1	State	State	C1GL	$17,947
Total					$146,410

All payments are contingent upon the availability of state and federal funding.

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

3. Fiscal Provisions (Exhibit B, Terms of Agreement, Section 4F), shall be changed to: CONTRACTOR agrees to provide in-kind funding and/or cash match in the minimum amount of $17,231.44. [Change in dollar amount only.] No funds received by CONTRACTOR pursuant to this Agreement shall be used to supplant available funding sources.
4. The original budget included in Agreement A-19-169 Exhibit B, Budget Summary is hereby canceled and replaced by a revised budget marked as Exhibit BB, Budget Summary and is attached hereto and incorporated herein.
5. Scope of Contractor's Services (Exhibit C) is hereby cancelled and replaced with a revised Scope of Contractor's Services marked as Exhibit CC.
6. All other provisions of Agreement A-19-169 shall remain unchanged.

CONTRACTOR: *JENE WAH, INC.*
238 E. Church Street
Stockton, CA 95203

COUNTY: *COUNTY OF SAN JOAQUIN - HUMAN SERVICES AGENCY*
P.O. Box 201056
Stockton, CA 95201

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

San Joaquin County
Human Services Agency

IN WITNESS OF THEIR AGREEMENT to the terms and conditions set forth above, the COUNTY OF SAN JOAQUIN and JENE WAH, INC, have placed their signatures below:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: _____
Clerk

COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: _____
KATHERINE M MILLER, Chair
Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Kimberly D Johnson
KIMBERLY JOHNSON
Deputy County Counsel

JENE WAH, INC.

By: Judith Hong
JUDITH HONG
Board Member
DUNS# 165459314
Federal ID # 94-2449450

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Exhibit AA

Contract Program Narrative Proposal

Agency	Program	Units of Service	Amount of Grant Funding
Jene Wah, Inc.	Congregate Meals	15,578	$146,410

Amount of In Kind Match	Amount of Cash Match	Program Income	Amount of Cash Non-Match
$15,502	$91,568	$26,688	$12,600

*Cost per unit = Grant divided by Units of Service.

1. Qualifications and Experience

Describe the structure of the organization(s), their mission, and history.

Jene Wah, Inc. has been serving the social service needs of the Chinese American community in San Joaquin County for 43 years and has maintained a multi-service center for 40 years. The work of this grassroots organization began in the offices of three prominent Chinese businessmen who saw a growing population of elderly Chinese men and women who needed their help as they began to retire. These men and women had spent their lives working in cannery, food service and other menial jobs that needed very little English-speaking skills. Limited English-speaking skills made it difficult for them to maneuver the government services. Incorporated as a non-profit agency in 1976, the agency received a Department of Aging grant to hire a bi-lingual staff to help elderly Chinese Americans negotiate the English-speaking social, government and medical services in the community. The organization continues to provide unique services to a community who

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

otherwise would be isolated from and unable to access traditional English-speaking social, medical and government services because of the lack of English-speaking skills. It is not unusual for a primarily Chinese speaking client to be referred from a state or local government or medical service to Jene Wah native language staff to help their clients.

Explain the experience the organization has in providing services to the targeted population and their success in carrying out programs such as the one proposed.

Jene Wah is a non-profit senior service agency providing services to primarily elderly Chinese and immigrant populations; however, we serve all persons in San Joaquin County. For the last 43 years, this grassroots organization has provided client transportation to and translation services at social, government and medical appointments, income tax preparation, document translation, citizenship and English classes, plus reassurance visits to home-bound elderly and hospitalized clients. In addition to these vital services to limited English speaking clients, Jene Wah serves five-day a week hot lunches to 70-80 clients and provides recreation opportunities on-site. Services provided by Jene Wah staff include but are not limited to:

- Operation of a daily drop in center for seniors.
- Provision of the Asian Nutrition Program, a hot lunch program
- Assistance in filing social security, medical, disability and other social service forms.
- Assistance in filing out any and all forms in English and Chinese (e.g. financial, medical, consumer, legal, etc.)

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

- Outreach visitation program for shut-ins at home and in care facilities and hospitals.
- Telephone service to shut-ins.
- Housekeeping/ home services

- In home personal care services
- Translation and interpretation services for all and any social, government, legal and medical services.
- Tax preparation.
- Transportation arrangements to and from drop in center.
- Transportation to social, consumer, legal, medical and government offices.
- Recreational games and entertainment.
- Newcomer services, including assistance in locating essential services, job placement, and educational opportunities for children and adults
- English-as-a-Second Language instruction.
- Citizenship instruction.
- Medical and mental health education and consumer service workshops and seminars.
- Blood pressure checks.
- Dental and Health Fair.
- Vision Screening.
- Chinese-English newsletter.
- Chinese Language Social and Government Services Directory.
- Job Placement.
- Chinese exercise classes and exercise equipment.

Doors at Jene Wah, 238 E. Church Street, Stockton, CA, open at 8:00 a.m. and remain opened until 4:30 p.m. Recreational games, group activities, ESL class and naturalization classes are offered before and after lunch. Seniors who come to eat lunch stay to participate in activities such as Exercise Class, mahjong, singing and bingo. A dental and vision fairs plus blood pressure checks and health educational programs are offered. Videos and audio Chinese programs are

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

provided to enhance enjoyment of the clients' stay at the center. Both American and Chinese holidays are celebrated, and special entertainment is showcased occasionally for the clients.

Many clients of Jene Wah live in nearby homes and walk to the center. Many more clients ride the bus, are driven by family members or are picked up by Jene Wah staff. When regulars do not show up or have not told staff of plans not to come to the center, staff telephone or go by to contact the clients.

As a San Joaquin County designated senior service organization, Jene Wah partnered with the Senior Service Agency, in 1979 to provide a lunch to its seniors who came daily to the center for camaraderie and help, but in 1993 noticing that the western style lunches were not being eaten by its clients, Jene Wah applied to the Department of Aging for and was awarded a grant to provide an Asian style lunch program for its increasingly elderly clients. In the onset of the program, a restaurant was chosen to deliver the hot lunch to the clients, but in 1998, a large fundraising program was held, and a commercial kitchen was built so that the food could be prepared onsite, thus allowing for less chance of non-compliance with health guidelines. It also provided a kitchen onsite for preparation of soups and other hard to transport dishes. A hot lunch is provided five days a week, Monday through Friday which strictly follows the Dietary Guidelines for meals provided through the Older Americans Act.

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Jene Wah, Inc. enjoys the confidence of the community and continues to remain a solvent organization. Community contributions are the largest source of funding. Our anniversary celebration in December is our largest fundraising event and a massive letter campaign reminds our supporters of our continuing need. Older Americans Act Funds, participant contributions, and small fundraising events complete the program budget.

2. *Program Design*

Describe the program design and implementation strategies you will use that will adequately and effectively serve the targeted population and the goals for service delivery.
Describe the purpose of the program and identify focal points and how services will be incorporated in those areas. Include the number of participants, units of service, and/or other relevant characteristics where applicable.

The Congregate Meal Program currently feeds a hot Chinese style lunch to 60-80 seniors daily, Monday to Friday. Menus are prepared to meet the Dietary Guidelines of the Elderly Nutrition Program of the Older Americans Act. The Program is administered by the Executive Director of Jene Wah, who supervises the Program Coordinator and ensures that the program meets its projected goals. The Program Coordinator serves as the Food Manager who oversees the daily preparation and service of the meals and reports to the Executive Director. The Food Manager also conducts the monthly meetings with the Food Caterer and Food Handlers to educate and teach sanitation and health requirements and calls the bi-monthly meetings with the Dietitian. Jene Wah engages the services of a

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

licensed Dietitian/Nutritionist, to work with the Food Manager, the Food Caterers and the volunteer Food Handlers to ensure the utmost care is given to the latest regulations for food preparation, handling and sanitation.

The Dietitian submits menus to the County for complete review in ample time for adjustments to be made to comply with state and federal regulations. She also conducts the Nutrition Education program for the clients of Jene Wah. Because the clients are non-English speaking, she prepares pictorial test tools and Chinese language tools in order to assess that the clients understand the nutritional information she is relaying. The methods used for nutrition education will include demonstration, lecture, small group discussions, slide presentations, and audio-visual materials.

The Food Caterer buys and prepares the meals as outlined in the menus approved by the Office of the State Dietitian in the center's licensed community kitchen. He is assisted by the two Kitchen Helpers who washes dishes and cleans the kitchen and by numerous trained volunteers who serve the food and wait on tables under the strict guidelines for food handling. The Board of Directors performs periodic on-site inspection and client interviews to assess the satisfaction level with the meal program.

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Address how your program will contribute to a coordinated Community Based System of Care (CBSC) such as information sharing, planning, and coordinating care with other agencies and/or partners.

Jene Wah is partnering with Stockton Emergency Food Bank, Steam Boat Landing Senior Apartment, QuanYing Senior Apartment and Stockton Chinese Benevolent Association, to provide food, living arrangement and referral services.

3. Outcomes

Describe how the organization will evaluate program strategies that have measurable outcomes to determine the effectiveness of the program. Link an outcome with a tool for measuring that outcome.

The current Asian Nutrition Program is highly successful. Clients are surveyed periodically to provide feedback to the nutritionist and Food Caterer regarding the menus' suitability for Jene Wah's client's palates. Quarterly educational health seminars are held to teach and make the elderly clients aware of food and health and why meals are prepared with specific balance of meat, grains, fruits, vegetable and dairy products. The success of the program can be measured directly by the clients who take advantage of the meal program.

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Outcomes to be Achieved including Evaluation Process

OUTCOME	ACTIVITY	EVALUATION PROCESS
60-80 clients will receive a hot meal Mon - Fri	Clients sign-up or call in by 10 am for daily meals which will be prepared on site	1. Survey clients. 2. Clients sign up for meals they prefer
100% of meals meet the Dietary Guidelines of the Elderly Nutrition Program of the Older Americans Act	Hire services of licensed dietician/nutritionist	Send menus to the DOA Dietitian for approval.
100% of food to be handled by trained staff	Quarterly training of Food Manager, program staff, volunteers and clients	The Food Service Manager will receive training and a certificate from Dept. of Health.
100% Asian Style meals will be provided to clients	Hire services of a licensed Food Caterer with Asian food knowledge	1.Number of meals eaten or not eaten 2. Direct feedback from clients

Six years ago, a committee was established to evaluate our nutrition program. The members spent a year to study how better to provide nutritious meals that the clients liked and to evaluate the service from staff in the delivery of their meal. Included on the committee were two clients, the Food Preparer, a volunteer meal server, the Dietitian, and the Program Coordinator who oversees the Congregate Meal Program and as Chair, an ex-Board member who is a health provider. Their report and subsequent follow-up have expanded the nutrition program and added many new food

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items providing better variety. Successful participation in the nutrition program helps determine the success of this service. Many days a week, the congregate meal program exceeds our minimum goal of 70 meals. Celebrations and monthly special events draw between 90-100 participants. Success of these services and programs is measured by the continuing return and participation in the programs. The Congregate Nutrition Program continues to be the most successful service Jene Wah provides. (See Appendix for Client Satisfaction Survey.

Estimate the unduplicated number of seniors to be served in the geographical area to be served. Include a sample "Satisfaction Survey" which will be used as a method to determine client satisfaction of services provided.

Jene wah has a client bases of 1065 seniors, and there are 180 seniors are served regularly out of the bases.

振華中心午餐意見

Senior Nutrition Satisfaction Survey

請各下填寫這意見表。多謝您保貴的意見。

Please take a minute to fill out this survey. Your suggestions are extremely valuable to us. Thank You!

1. 您認為振華中心提供的午餐整體質素如何?
   How do you feel about the quality of the meal served?


非常好 Excellent


好 Good


不好 Not Good


非差常 Poor

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2. 您認為出餐的時間如何?
How do you feel about the timeliness of meal served?


非常好 Excellent


好 Good


不好 Not Good


非差常 Poor

3. 您認為午餐食物的溫度如何?
How do you feel about the temperature of meal served?


非常好 Excellent


好 Good


不好 Not Good


非差常 Poor

4. 您最喜歡的主餐是什麼?
Is there any entrée you like the most?

最喜歡的主餐: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

5. 您最喜歡的生果是什麼?
Is there any fruit you like the most?

最喜歡的生果 : _____

6. 您最喜歡的蔬菜是什麼?
Is there any vegetable you like the most?

最喜歡的蔬菜: _____

7. 您有沒有其他改善午餐整體的意見?
Is there anything you wish we can improve in the meal served?

我的意見: _____



Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

4. Staffing

Describe the configuration for this project. Include information on the types of activities to be provided, by whom, and at what intervals. Clearly describe who will be responsible for what portions of the program.
Describe the extent to which the staff qualifications are adequate and appropriate for effective service delivery.

The Executive Director is the administrator of the Congregate Meal Program. He is assisted by the Program Coordinator who serves as the Food Manager and oversees the daily operation of feeding 70 persons a day. Both the Executive Director and Program Coordinator are SafeServ Certified. The Food Caterer, a licensed food preparer, has many volunteers who help him with the general preparation needed to wash and cut the food prior to cooking. Four part-time employees are hired to wash dishes, clean up the kitchen and serve the food. The Dietitian, certified by the American Dietetic Association, the Food Caterer, certified by the State of CA. and a part-time office assistant to input client data, file monthly reports and perform general record keeping duties round out the staff needed to support this program

Provide a start-up plan with a time frame for services to begin if you do not currently provide this program.

5. Project Management

Describe the extent to which the proposal provides for adequate management, supervision and infrastructure resources to ensure effective service delivery, sound fiscal oversight and to be accurate/timely.

The Congregate Meal Program is administered by the Executive Director of Jene Wah, Runping Lin. Mr. Lin supervises the Program Coordinator, Wendy

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

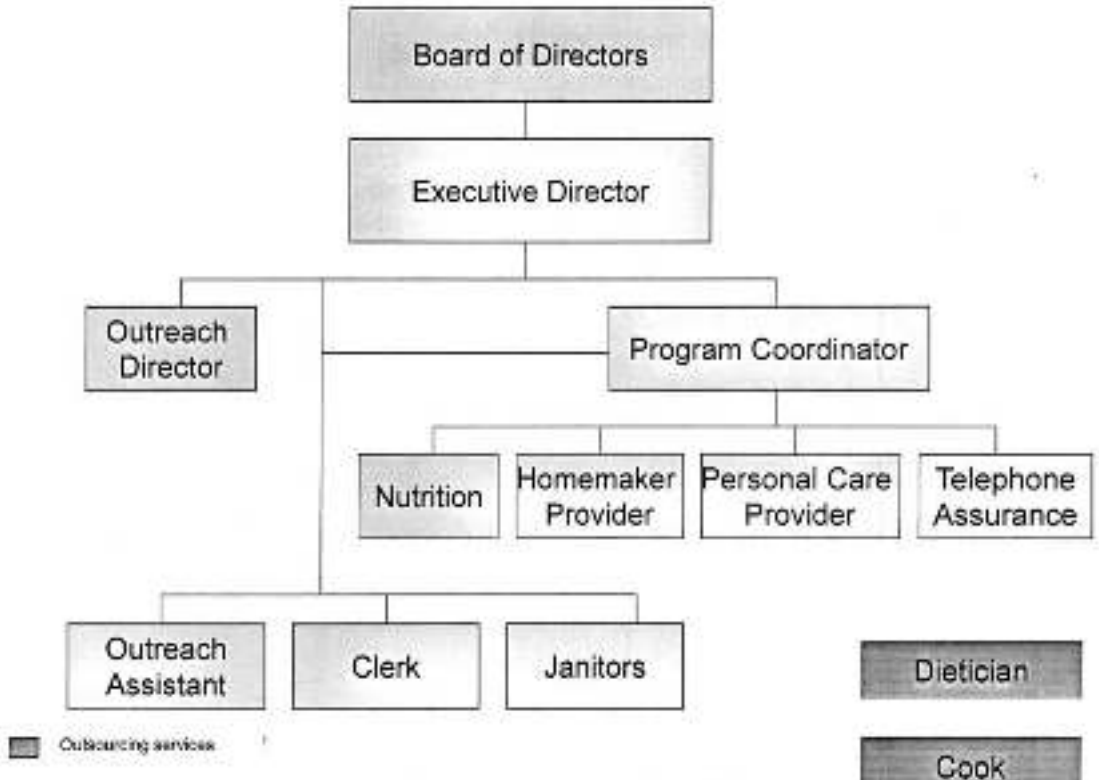
Lehner and ensures that the program meets its projected goals. He reports directly to the Board of Directors. Mrs. Lehner serves as the Food Manager who oversees the daily preparation and service of the meals and reports to the Executive Director. Mrs. Lehner conducts the monthly meetings with the Food Caterer and Food Handlers to educate and teach sanitation and health requirements and calls the bi-monthly meetings with the Dietitian. Jene Wah engages the services of a licensed Dietitian/Nutritionist, to work with the Food Manager, the Food Caterers and the volunteer Food Handlers to ensure the utmost care is given to the latest regulations for food preparation, handling and sanitation. The Dietitian submits menus to the DOA Dietitian for complete review in ample time for adjustments to be made to comply with state and federal regulations. The Dietitian also conducts the education program for the populace of Jene Wah. Because the clients are non-English speaking and some are illiterate, the Dietitian prepares pictorial test tools in order to assess that the clients understand the nutritional information she/he is relaying. If the Dietitian does not speak the language, the Program Coordinator is there to translate necessary information. The methods used for nutrition education will include demonstration, lecture, small group discussions, slide presentations, and audio-visual materials.

The Food Caterer buys and prepares the meals as outlined in the menus approved by the Office of the State Dietitian. He is assisted by four Kitchen

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Helper who washes dishes and cleans the kitchen. During lunch time, the kitchen staffs and numerous trained volunteers will serve the food. In order to serve over 70 seniors in a timely manner, volunteers are encouraged to help. The financial reports will be presented to the Board of Directors for review in the monthly board meetings.

Include an organizational chart in the Appendix showing the relationship of the lead agency to the program and, if applicable, the lead agency to its partners.



Jene Wah Inc. Organization Chart

6. *Cost Effectiveness*

Describe the extent to which the proposed budget is demonstrably cost effective, relative to the number and characteristics of the client population to be served.

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

The Congregate Meal Program is the costliest of the programs administered by Jene Wah and its staff. The total cost of operation is $261,262 and will provide 14,162 meals. The total amount of federal funds requested is $128,100. The General Fund of Jene Wah will contribute the difference to the total cost of the program. The Unit cost of a meal in $9.05 which includes the basic meal complete with fruit, 1% low fat milk with Vitamins A & D supplements and administrative cost.

Administrative cost includes personnel, travel to purchase food and meal supplies, overhead cost, communications and printing supplies for nutrition educational costs. Personnel cost consists of the salary for the Executive Director, Program Coordinator, part-time staff assistant, Food Caterer and janitors. Travel is minimal with trips to purchase supplemental milk products and food service supplies. Overhead cost is for operation of dining hall and the personnel to keep the hall clean and operational.

Jene Wah, Inc. enjoys the confidence of the community and continues to remain a solvent organization. Community contributions are the largest source of funding. Our anniversary celebration in December is our largest fundraising event and a massive letter campaign reminds our supporters of our continuing need. Older Americans Act Funds, participant contributions, and small fundraising events complete the program budget.

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

7. Grievance Procedure

Describe your agency's written grievance procedure to be used by program participants.

This grievance procedure is established for the disposition of complaints by older individuals or persons authorized to act on behalf of older individuals against the Jene Wah's programs and employees or volunteers of such programs. The Process for Filing for a Grievance Review is as Follows:

- Complaints should be in written form and addressed to the Director.
- The complaint must give the name, address, and telephone number of complainants; the type of service and provider involved; names of individuals involved; issues of concern or dispute, date and times of occurrence and names of witnesses.

  If a complainant cannot submit a written complaint, a verbal complaint may be taken with all the same information included. A written complaint will then be made by the staff, and the complainant must sign it. Verbal or written complaints are confidential to protect clients' privacy.

- The informal administrative review will commence within fourteen (14) days of complaint and will be concluded within thirty (30) days. The review will include an attempt to informally resolve the issues with the parties involved.

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

- A written report, in the form of a letter, will be sent to all parties setting out the results of the review, the process which will be put in place to ensure compliance with any agreements reached during the informal review, and complainant's right to an appeal to the hearing panel if dissatisfied with the results of the review.
- If the complainant is dissatisfied with the findings of Jene Wah, Inc., then the complainant may appeal the decision to the San Joaquin County Department of Aging within thirty days. Appeals should be made in writing and addressed to:

AAA Director
San Joaquin County Department of Aging
P.O. Box 201056
Stockton, CA 95201-3006

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

BUDGET SUMMARY

Contractor: Jene Wah, Inc. Date Submitted:

Program: Title III C-1 Congregate Meals

Budget Period: 07/2019-06/2020 ☐ Original

Contract Number: ☐ Amendment & Reason

COST CATEGORY	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
DIRECT PROGRAM SALARIES & BENEFITS											
Program Cash Salaries (fr. Sheet #1)	$ 23,835	$ 89,336	$ 23,835		$ -	$ -			$ 47,501	$ -	$ 18,000
Program Cash Benefits (fr. Sheet #2)	$ 5,338	$ 20,010	$ 5,338		$ -	$ -			$ 10,640	$ -	$ 4,032
Program Admin Cash Salaries (fr. Sheet #1)	$ 4,660	$ 17,136	$ 4,660		$ -	$ -			$ 8,476	$ -	$ 4,000
Program Admin Cash Benefits (fr. Sheet #2)	$ 765	$ 2,812	$ 765		$ -	$ -			$ 1,391	$ -	$ 656
Program In-Kind Volunteers (fr. Sheet #3)	$ -	$ 15,502					$ 15,502				
Admin In-Kind Volunteers (fr. Sheet #3)	$ -	$ -					$ -				
TOTAL PROGRAM SALARIES & BENEFITS	***$ 34,598***	***$ 144,796***	***$ 34,598***	***$ -***	***$ -***	***$ -***	***$ 15,502***	***$ -***	***$ 68,008***	***$ -***	***$ 26,688***

DIRECT PROGRAM COSTS (Itemize)	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
Travel & Training - In State	$ 6,500	$ 6,500	$ 6,500								
	$ -	$ -									
Consultants (e.g. Registered Dietician)	$ 3,500	$ 3,500	$ 3,500								
Catered Food	$ 67,427	$ 80,897	$ 55,295	$ 13,470	$ 12,132						
Raw Food	$ 9,000	$ 9,000	$ 9,000								
Supplies	$ 6,000	$ 6,000	$ 6,000								
Small Tools (Chairs OTO)	$ 1,629	$ 1,629			$ 1,629						
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
Office Supplies	$ 50	$ 450	$ 50						$ 400		
Phone & Communication Costs	$ -	$ 960							$ 960		
Excluded from MTDC Subtotal											
Office Equipment Lease	$ -	$ 12,600						$ 12,600			
Equipment	$ 4,186	$ 4,186			$ 4,186						
Rent: *Specify # Sq Ft _____; Sq Ft Rate _____*	$ -	$ -									
Other (describe): Nutrition Education	$ 50	$ 50	$ 50								
TOTAL DIRECT PROGRAM COSTS	***$ 94,106***	***$ 125,772***	***$ 80,395***	***$ 13,470***	***$ 17,947***	***$ -***	***$ -***	***$ 12,600***	***$ 1,360***	***$ -***	***$ -***
MTDC Subtotal of Grant (excluding non-match)		$ 253,732									

INDIRECT COSTS

ITEMIZED	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
General Printing & Duplicating	$ -	$ 1,200							$ 1,200		
General Postage & Delivery	$ -	$ 500							$ 500		
Federal Audit	$ -	$ -									
Other (describe):Liability Insurance & Utilities	$ -	$ 18,000							$ 18,000		
Other (describe): Repair & Maintenance	$ -	$ 2,500							$ 2,500		
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
Other (describe):	$ -	$ -									
TOTAL INDIRECT COSTS	***$ -***	***$ 22,200***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 22,200***	***$ -***	***$ -***

INDIRECT COST RATE (% OF INDIRECT COSTS TO MTDC) 0.087493891

(If your agency has a State- or Federally-approved indirect cost rate, please submit it with your budget. 10% maximum indirect is authorized under 2 CFR 200 as it applies to subrecipients of federal awards.)

	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
GRAND TOTAL	$ 142,174	$ 292,768	$ 114,993	$ 13,470	$ 17,947	$ -	$ 15,502	$ 12,600	$ 91,568	$ -	$ 26,688

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 1: Cash Salaries

Contractor: Jene Wah, Inc.

Program: Title III C-1 Congregate Meals

☒ Original

☐ Amendment & Reason 0

DIRECT PROGRAM STAFF SALARIES (CASH)

POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
	STAFF INFORMATION							ALLOCATION OF FUNDS							
Junitor 1 Ding Xiang	1.00	650	$ 11.50	$ 7,475	$ 7,475	100.0%	7,475	$ 3,000				$ 1,475		$ 3,000	$ 7,4
Junitor 2 Zhijian Huang	1.00	650	$ 11.50	$ 7,475	$ 7,475	100.0%	7,475	$ 3,000				$ 1,475		$ 3,000	$ 7,4
Food server 1 Mingzhang Wang	1.00	650	$ 11.50	$ 7,475	$ 7,475	100.0%	7,475	$ 3,000				$ 1,475		$ 3,000	$ 7,4
Food server 2 Jinsi Zhou	1.00	650	$ 11.50	$ 7,475	$ 7,475	100.0%	7,475	$ 3,000				$ 1,475		$ 3,000	$ 7,4
Executive Director: Runping Lin	1.00	2,080	$ 24.00	$ 49,920	$ 49,920	46.0%	22,963	$ 6,000				$ 13,963		$ 3,000	$ 22,9
Program Coordinator: Wendy Lehner	1.00	2,080	$ 21.00	$ 43,680	$ 43,680	83.5%	36,473	$ 5,835				$ 27,638		$ 3,000	$ 36,4
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
TOTAL PROGRAM STAFF SALARIES								$ 23,835	$ -	$ -	$ -	$ 47,501	$ -	$ 18,000	$ 89,3

PROGRAM ADMIN STAFF SALARIES (CASH)

POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
	STAFF INFORMATION							ALLOCATION OF FUNDS							
Office Clerk: CuiShan Li	1.00	900	$ 12.00	$ 10,800	$ 10,800	20.0%	$ 2,160	$ 160				$ -		$ 2,000	$ 2,1
Executive Director: Runping Lin	1.00	2,080	$ 24.00	$ 49,920	$ 49,920	30.0%	$ 14,976	$ 4,500				$ 8,476		$ 2,000	$ 14,9
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
TOTAL ADMINISTRATIVE STAFF SALARIES								$ 4,660	$ -	$ -	$ -	$ 8,476	$ -	$ 4,000	$ 17,1

TOTAL ADMIN AND PROGRAM SALARY COSTS								$ 28,495	$ -	$ -	$ -	$ 55,977	$ -	$ 22,000	$ 106,4

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 2: Cash Benefits

Contractor: Jene Wah, Inc.

Program: Title III C-1 Congregate Meals

☐ Original

☐ Amendment & Reason 0

	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL DIRECT PROGRAM SALARIES
PROGRAM SALARIES FROM SECTION 1: Cash Salaries	$ 23,835	$ -	$ -	$ -	$ 47,501	$ -	$ 18,000	$ 89,336

PROGRAM STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR PROGRAM BENEFIT	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☒ All ☐ Certain Positions		6.20%	$ 5,539	$ 1,478		$ -	$ -	$ 2,945	$ -	$ 1,116	$ 5,539
Social Security - Medicare	☒ All ☐ Certain Positions		1.45%	$ 1,296	$ 346		$ -	$ -	$ 689	$ -	$ 261	$ 1,296
Unemployment Insurance	☒ All ☐ Certain Positions		4.60%	$ 4,109	$ 1,096		$ -	$ -	$ 2,185	$ -	$ 828	$ 4,109
Workers Compensation	☒ All ☐ Certain Positions		2.15%	$ 1,920	$ 512		$ -	$ -	$ 1,021	$ -	$ 387	$ 1,920
Retirement	☐ All ☒ Certain Positions	Executive Director, Program Coordinator	4.00%	$ 3,573	$ 953		$ -	$ -	$ 1,900	$ -	$ 720	$ 3,573
Health Insurance	☐ All ☒ Certain Positions	Executive Director, Program Coordinator	4.00%	$ 3,573	$ 953		$ -	$ -	$ 1,900	$ -	$ 720	$ 3,573
Dental Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Vision Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Life Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL PROGRAM STAFF BENEFITS		$ 20,010	$ 5,338	$ -	$ -	$ -	$ 10,640	$ -	$ 4,032	$ 20,010

	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL ADMIN SALARIES
PROGRAM ADMIN SALARIES FROM SECTION 1: Cash Salaries	$ 4,660	$ -	$ -	$ -	$ 8,476	$ -	$ 4,000	$ 17,136

ADMIN STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR ADMIN BENEFITS	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☒ All ☐ Certain Positions		6.20%	$ 1,063	$ 289		$ -	$ -	$ 526	$ -	$ 248	$ 1,063
Social Security - Medicare	☒ All ☐ Certain Positions		1.45%	$ 249	$ 68		$ -	$ -	$ 123	$ -	$ 58	$ 249
Unemployment Insurance	☒ All ☐ Certain Positions		4.60%	$ 788	$ 214		$ -	$ -	$ 390	$ -	$ 184	$ 788
Workers Compensation	☒ All ☐ Certain Positions		2.15%	$ 368	$ 100		$ -	$ -	$ 182	$ -	$ 86	$ 368
Retirement	☐ All ☒ Certain Positions	Executive Director, Program Coordinator	1.00%	$ 172	$ 47		$ -	$ -	$ 85	$ -	$ 40	$ 172
Health Insurance	☐ All ☒ Certain Positions	Executive Director, Program Coordinator	1.00%	$ 172	$ 47		$ -	$ -	$ 85	$ -	$ 40	$ 172
Dental Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Vision Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Life Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL ADMIN STAFF BENEFITS		$ 2,812	$ 765	$ -	$ -	$ -	$ 1,391	$ -	$ 656	$ 2,812

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 3: In-Kind Salaries, Benefits, and Other In-Kind

Contractor: Jene Wah, Inc.

Program: Title III C-1 Congregate Meals

☐ Original

☐ Amendment & Reason 0

IN-KIND VOLUNTEER SALARIES

COMPARABLE TITLE & TYPE OF ACTIVITIES	NUMBER OF POSITIONS	ANNUAL HOURS PER VOLUNTEER	IN-KIND HOURLY RATE	TOTAL IN-KIND WAGES	VOLUNTEER TIME ALLOCATION: % OF TIME SPENT ON DIRECT PROGRAM ACTIVITIES	VOLUNTEER TIME ALLOCATION: % OF TIME ON INDIRECT, GENERAL, or ADMIN ACTIVITIES	VOLUNTEER TIME ALLOCATION: TOTAL VOLUNTEER TIME (must add to 100%)	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM ADMIN IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: TOTAL IN-KIND WAGES
Volunteers- food handling and cleaning up	6.00	200	$ 12.00	$ 14,400	100%		100%	$ 14,400	$ -	$ 14,400
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
		TOTAL IN-KIND SALARIES		14,400				$ 14,400	$ -	$ 14,400

IN-KIND BENEFITS (would have been paid if not volunteer staff)

BENEFIT TYPE	BENEFIT RATE	TOTAL IN-KIND BENEFITS	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND BENEFITS
Social Security	6.20%	893	$ 893	$ -	$ 893
Medicare	1.45%	209	$ 209	$ -	$ 209
	TOTAL IN-KIND BENEFITS	1,102	$ 1,102	$ -	$ 1,102

OTHER IN-KIND

DONATED ITEM OR OBJECT (NON-CASH)	ANNUAL CASH VALUE	SOURCE (City of____, donation from public, etc.)	USAGE ALLOCATION: % OF USAGE FOR DIRECT PROGRAM ACTIVITIES	USAGE ALLOCATION: % USAGE FOR PROGRAM ADMIN ACTIVITIES	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL OTHER IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHER IN-KIND NON-MATCH
	$ -						$ -			$ -
	$ -						$ -			$ -
	$ -						$ -			$ -
							$ -			$ -
							$ -			$ -
							$ -			$ -
	$ -				$ -	$ -	$ -	$ -	$ -	$ -

	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHE IN-KIND NON MATCH
TOTAL OF ALL IN-KIND MATCH (must match totals on Budget Summary Page)	**$ 15,502**	**$ -**	**$ 15,502**	**$ -**	**$ -**	**$ -**
Total from Summary Page (should match line above)	$ 15,502	$ -	$ 15,502	$ -	$ -	$ -

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 4: Program Income, Cash Match, Cash Non-Match

Contractor: Jene Wah, Inc.

Program: Title III C-1 Congregate Meals

☐ Original

☐ Amendment & Reason 0

PROGRAM INCOME	AMOUNT
Estimated income from client services (donated cash per AAA service)	$ 26,688
Client Fees	
Income from usage or rental fees of property acquired with grant funds	
Royalties received on patents and copyrights from contract supported activities	
Proceeds from the sale of goods created under CDA grant funds	
Other (specify):	
Total (must match summary page)	**$ 26,688**
Amount of Program Income on Summary Page	*$ 26,688*

CASH NON-MATCH	AMOUNT
Interest earned from grant funds	
Fee abatements	
Proceeds from sale of AAA grant property	
Other Federal non-AAA grant funds (specify):	
Total (must match summary page)	**$ -**
Amount of Cash Non-Match on Summary Page	*$ -*

CASH MATCH	AMOUNT
Your agency's cash contribution to the program	$ 76,568
Fundraisers	$ 5,000
General Agency Cash Donations (not associated with receiving an AAA service)	$ 10,000
Other (specify):	
Total (must match summary page)	**$ 91,568**
Amount of Cash Match on Summary Page	*$ 91,568*

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 5: Schedule Of Property/Equipment To Be Purchased

Contractor: Jene Wah, Inc.

Program: Title III C-1 Congregate Meals

☐ Original

☐ Amendment & Reason 0

Property / Equipment Description	Purpose/Justification *	III C-1 Congregate	III C-1 %	TOTAL Equipment
Property / Equipment with per unit purchase price of $500 or more:				
True Reach-In 2-Section Refrigerator with 2 Solid Swing Doo	To replace our 20 years old refrigerator for the nutrition lunch program		100.00%	4,18
Hercules Series Dome Back Stacking Banquet Chairs (50 cha	To replace some of our 20 years old dinning chairs.		100.00%	1,62
Total Equipment with per unit purchase price between $500 and $4,999		$ -		$ 5,81

*** Property/Equipment with a per unit price of $500 or more requires CDA approval. Describe use and need - Property must be reasonable and necessary to program operation.**

If allocating equipment to more than one program, please indicate the percent applied to each program in columns above and describe the basis for the allocation to each program

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

EXHIBIT "CC"

SCOPE OF CONTRACTOR'S SERVICES

1. Notwithstanding CONTRACTOR's proposal marked as "Exhibit AA", and pursuant to the Request for Proposal (RFP) condition that the COUNTY may negotiate modifications or revisions to the selected proposal to ensure program requirements, CONTRACTOR shall implement and administer Congregate Meals Services project during the term of this Agreement, as set forth below.

2. CONTRACTOR will meet the standards in each of the areas listed below, as further described in the Project proposal, set forth in Exhibit "AA":

   - Population to be Served.
   - Type of Program/Service to be Provided.
   - Outcomes to be Achieved:
     - Senior Nutrition Services – 15,578 units to be served (unit: one meal)
   - Staffing.
   - Program Management.
   - Sustainability Plan.

For the purpose of the programs, population to be served is described in more detail as follows:

1. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:
      (i) Any older individual.
      (ii) The spouse of any older individual.
      (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
      (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:
   (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
   (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   (iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

3. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

4. **Older relative caregiver means a caregiver who is –**
   a. **Is age 55** or older; and
   b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
   c. In the case of a caregiver for a child --
      (i) is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
      (ii) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
      (iii) has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child **informally**
      (iv) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

3. CONTRACTOR shall maintain a written grievance process and ensure its visibility for program participants for reviewing and attempting to resolve complaints.

4. CONTRACTOR assures the provision of services to older individuals with greatest economic needs and older individuals with greatest social need, including the provision of services to low income minority individuals. Focal points within the community include the following agencies; Oak Park Senior Center, Lolly Hansen Senior Center, Manteca Senior Center, Ripon Senior Center, Jene Wah Inc, Hutchins Street Square, Boggs Tract Community Center, Garden Acres Community Center, Larch Clover Community Center, Lodi Community Center, Northeast Community Center, Taft Community Center, Thornton Community Center, Lathrop Senior Center, LOEL Center and Gardens, El Concilio, Stribley Community Center, and Van Buskirk Community Center.

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

5. CONTRACTOR shall submit yearly certification and documentation of the Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement and within 30 days of the start date of any new employee

6. CONTRACTOR agrees to submit and mail programmatic and fiscal **monthly/quarterly/yearly reports** to the COUNTY, in accordance with guidelines set forth by the COUNTY.

Programmatic Reports to:

Carmen Matty-Cervantes, Aging Programs Coordinator
Aging & Community Services Division
Department of Aging
P.O. Box 201056
Stockton, CA 95201

Fiscal Reports to:

San Joaquin County Human Services Agency
Aging & Community Services Division
P.O. Box 201056
Stockton, CA 95201

Attachment: Title III Subcontractor Jene Wah Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

San Joaquin County
Human Services Agency

A-20-_____

AMENDMENT TO AGREEMENT NUMBER A-19-171

This Amendment to Agreement Number A-19-171 (hereinafter "AMENDMENT") is made at Stockton, County of San Joaquin, California, as of this 24th day of March, 2020, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through the HUMAN SERVICES AGENCY, hereinafter referred to as "COUNTY", and LOEL Foundation, Inc. a nonprofit corporation, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on June 11, 2019, COUNTY AND CONTRACTOR entered into Agreement Number A-19-171 to provide Congregate Meals Services; and

WHEREAS, COUNTY AND CONTRACTOR now desire to amend certain provisions of Agreement Number A-19-171.

NOW, THEREFORE, in consideration of mutual obligations in this Agreement and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this AMENDMENT, AGREE AS FOLLOWS:

1. Contractor's Proposal (Exhibit A) is hereby cancelled and replaced with a revised Contractor's Proposal marked as Exhibit AA.
2. Fiscal Provisions (Exhibit B, Terms of Agreement Section 4A), shall be changed to: COUNTY shall reimburse CONTRACTOR for actual expenditures, not to exceed

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED AND THIRTY DOLLARS ($111,430) [Change in dollar amount only.]

These funds are considered a subaward of Older Americans' Act funds and are passed subsequently from the United Stated Department of Health and Human Services to the California Department of Aging and then to the COUNTY. Through this agreement, these funds are then awarded to the CONTRACTOR.

These funds will not be used for Research or Development.

Time Period	Funding Category	CFDA Number	Federal Award Identification Number	CDA Project Number	Award Amount
7/1/2019 to 9/30/2019	Federal Title III-C-1	93.045	1901CAOACM-01	3C1L19-19	$22,619
10/1/2019 to 6/30/2020	Federal Title III-C-1	93.045	2001CAOACM-01	3C1L20-19	$67,856
7/1/2019 to 9/30/2019	Federal Title III-C-1 OTO	93.045	1901CAOACM-01	3C1L19-19	$158
7/1/2019 to 9/30/2019	NSIP C-1	93.053	1901CAOANS-00	NC1L19-19	$3,845
10/1/2019 to 6/30/2020	NSIP C-1	93.053	2001CAOANS-00	NC1L20-19	$11,537
7/1/2019 to 6/30/2020	General Fund C1	State	State	C1GL	$5,415
Total					$111,430

All payments are contingent upon the availability of state and federal funding.

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

3. Fiscal Provisions (Exhibit B, Terms of Agreement, Section 4F), shall be changed to: CONTRACTOR agrees to provide in-kind funding and/or cash match in the minimum amount of $13,114.54. [Change in dollar amount only.] No funds received by CONTRACTOR pursuant to this Agreement shall be used to supplant available funding sources.
4. The original budget included in Agreement A-19-171 Exhibit B, Budget Summary is hereby canceled and replaced by a revised budget marked as Exhibit BB, Budget Summary and is attached hereto and incorporated herein.
5. Scope of Contractor's Services (Exhibit C) is hereby cancelled and replaced with a revised Scope of Contractor's Services marked as Exhibit CC.
6. All other provisions of Agreement A-19-171 shall remain unchanged.

CONTRACTOR: *LOEL Foundation*
105 S. Washington Street
Lodi, CA 95204

COUNTY: *COUNTY OF SAN JOAQUIN - HUMAN SERVICES AGENCY*
P.O. Box 201056
Stockton, CA 95201

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

San Joaquin County
Human Services Agency

IN WITNESS OF THEIR AGREEMENT to the terms and conditions set forth above, the COUNTY OF SAN JOAQUIN and LOEL FOUNDATION, INC. have placed their signatures below:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: _____
Clerk

COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: _____
KATHERINE M MILLER, Chair
Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY JOHNSON
Deputy County Counsel

LOEL FOUNDATION, INC.

By: _____
TRACY WILLIAMS
Executive Director
DUNS# 092256620
Federal ID # 94-2412399

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Exhibit AA

Contract Program Narrative Proposal

Agency	Program	Units of Service	Amount of Grant Funding
LOEL Senior Center	Congregate Meals Service	**20,475** Meals a year	$111,430

Amount of In Kind Match	Amount of Cash Match	Amount of Program Income	Amount of Cash Non-Match
$19,312	$21,675	$43,030	$38,705

*Cost per unit = Grant divided by Units of Service.

1. Qualifications and Experience

Describe the structure of the organization(s), their mission, and history.

The LOEL Senior Center's mission, vision values are: ***Mission*** - Enrich the lives of Seniors in the greater Lodi area by providing programs that support their nutritional, social, and housing needs, in partnership with our community. ***Vision***- Our vision is to serve the greater Lodi community by expanding first class sustainable services to all Seniors and to continue to offer and manage programs that provides the benefits of healthy aging to all those whom we serve. ***Values*** - The staff, Board and volunteers of the LOEL Senior Center are committed to: Compassion - We treat our Seniors and one another with kindness, dignity and respect. Honesty and Integrity - We act openly and truthfully in everything we do. Service - Generosity of the heart and spirit, especially for persons most in need. Community -We serve our diverse Senior needs through understanding and caring. Stewardship - We manage our resources responsibly.

William Holz of Holz Rubber Company started the LOEL Senior Center in 1976, with an initial $100,000 bequest, the Lodi Elderly, or LOEL Foundation, Inc. was born. The LOEL Foundation, Inc., is a private non-profit organization 501 (c) (3), governed by a Board of Directors. In 1987, Mr. Holz passed away leaving a 2.5million dollar endowment to the center to ensure the life of the private non-profit senior center. The center has therefore been able to pay for its ongoing operational cost with the interest accrued by the endowment. Additional programming expenses are paid through community fundraisers, like the LOEL Raffle for Riches, LOEL Annual Dinner, Lobster Mania and Bingo. We receive private and corporate donations for memorials and in general. Grant opportunities are continuously searched out by the President/CEO to help supplement the many programs and services provided by the LOEL Senior Center as it increases daily. Those are just a few among many others funding opportunities.

Explain the experience the organization has in providing services to the targeted population and their success in carrying out programs such as the one proposed.

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

LOEL's employee's and board members have seen and heard firsthand the troubles, fears, loneliness and sadness felt by the increasing cost for seniors to live independently. Through these real-life testimonies and research, the LOEL Senior Center has identified the needs of the community's seniors and in response, has created a variety of activities, programs, and services to care for these individuals.

The LOEL Senior Center's qualifications are illustrated in its 43 years of experience and its more than 20 community awards achieved through providing outstanding senior services. We were named the best Senior Centers in San Joaquin County in 2012, and Best Non-Profit in Lodi 2013, 2014, 2015, 2016.

However, the LOEL Senior Center needs the collaboration of many volunteers to provide the diverse range of programs and services that we furnish. The LOEL Senior Center therefore identifies and coordinates with outside organizations in order to maintain the programs and services successfully, such as, The LOEL Congregate Meals Program. The LOEL Senior Center's qualifications can also be attributed to the hundreds of thank you notes from our seniors, LOEL community members and the involvement, expertise and highly supportive LOEL Foundation Board of Directors.

The LOEL Senior Center collaborates with multiple local groups to provide serving support for the LOEL Congregate Meals Program, which is needed by the senior community. Many local churches and service organizations (Moose Lodge, St. Anne's, Widow's Group, City of Lodi, and many more) collaborate with the Center to provide volunteer services. The local church youth groups and high school students will also act as additional collaborative volunteer partners to provide intergenerational social opportunities for community's seniors through the LOEL Congregate Meals Program. It is through the collaborative efforts of all of these groups that the LOEL Senior Center is able to creatively care for the ongoing needs of the elderly every day.

2. Program Design

Describe the program design and implementation strategies you will use that will adequately and effectively serve the targeted population and the goals for service delivery.

The LOEL Senior Center has been providing the LOEL Congregate Meals Program for over two decades with help from other partnering agencies, in the past. So it's evident that we have successfully provided a service to a much needed part of our community.

The LOEL Congregate Meals Program helps seniors in our community 60 years of age or older, ethnically diverse, low-income, disabled seniors, to be active in their community, as well as, keeping them socializing with their peers. This program also helps seniors remain independent as long as possible by providing a hot nutritious meal in a social setting. The program is held at the LOEL Senior Center where the senior can not only benefit from the hot nutritious meal, but take part in all the activities, services and

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

programs that the Senior Center provides.

The LOEL Senior Center is able to provide an average of 85, some days 130+ a hot nutritious meal each weekday to seniors in our community, that want a hot nutritious meal and to be social with their peers in a friendly, comfortable setting. In addition to a hot nutritious meal, LOEL sends cards to participants on special occasions (birthday, anniversary, Christmas, get well and unfortunately sometimes sympathy); provides a resource referral and minor home repair; and many other activities and services. Without this needed nutrition and social contact; most seniors would otherwise feel alone and depressed, which statistics show cause deterioration very rapidly.

Currently we prepare our meals in the LOEL commercial kitchen. We have kitchen volunteers that work each weekday serving the LOEL Congregate Meals Program to our seniors here at the center. The seniors start to gather around 9:30, sometimes earlier and lunch is served promptly at 11:30 by volunteers. The LOEL Congregate Meals Program provides a hot nutritious meal to seniors daily, as well as a socially gathering with their peers and other senior center visitors. The LOEL Congregate Meals Program helps seniors remain healthy, strong and living in their own homes independently. It also provides them with a balanced, nutritious, hot meal each day that will in turn keep them healthy and strong. We currently provide this service and see first-hand how it is helping the seniors. The participant has the opportunity to help fund this service on a contribution basis. The contribution that is made by the participant is strictly private and the participate decides the amount of the contribution, a $3.00 a day suggested contribution. All of the contributions that are received for this service go back in to help support the service. We also receive grants and outside donations that are designated to the LOEL Congregate Meals Program, which are directly put into the program.

The center continuously supports I000's of seniors annually and, as these seniors get more and more comfortable with the service and LOEL, they tend to bring friends and neighbors to lunch and special activities here at the center. Each and every day we are seeing more and more seniors that are promoting and using the LOEL Congregate Meals Program.

Describe the purpose of the program and identify focal points and how services will be incorporated in those areas. Include the number of participants, units of service, and/or other relevant characteristics where applicable.

The LOEL Congregate Meals Program helps seniors remain independent as long as possible by providing them a social outlet where they can receive a hot nutritious meal daily and be socially connected with their peers. What matters most to us is that seniors do not feel helpless and alone and they stay healthy and socially active. However, the center has discovered over the past 43 years that these seniors' needs go deeper than nutrition. The Center prides itself on helping those seniors that would normally have no one else to care for them and help them feel part of our daily routine and part of the LOEL Family.

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Address how your program will contribute to a coordinated Community Based System of Care (CBSC) such as information sharing, planning, and coordinating care with other agencies and/or partners.

The LOEL Senior Center has been providing the LOEL Congregate Meals Program for over two decades with help from other partnering agencies, in the past. So it's evident that we have successfully provided a service to a much needed part of our community. Currently, we have been providing this service independently from our commercial kitchen with the support of the volunteers for serving the meals daily. Though, we have hired 2 employees directly from the Lodi Salvation Army Culinary School who have graduated from the program and are now are our cook's assistant for the program. We also have the support of the Lodi Senior Commission, and the City of Lodi. Along with the many service groups and organizations that serve our seniors.

3. Outcomes

Describe how the organization will evaluate program strategies that have measureable outcomes to determine the effectiveness of the program. Link an outcome with a tool for measuring that outcome.

By listening and observing senior's need, the LOEL Senior Center is able to provide nutritional meals, resources, social interaction, and holiday gifts. In turn, seniors benefit from the following outcomes.
The outcome we are looking for/for seniors receiving the LOEL Congregate Meal Program is to remain independent, social and healthy for the remainder of their lives. The LOEL Congregate Meals Program make seniors feel cared for, loved and feel like a part of our community, even part of LOEL. Seniors can remain healthy, happy, strong and independent, living longer in their own homes, adding value to their lives socially, mentally and physically. The social interaction through providing all of these services makes a huge impact on the extreme loneliness felt by these isolated seniors. We have daily contact with every LOEL Congregate Meal participant from the time they first walk through our door, then are greeted with a smile and they sign in on the daily reservation list, to the time they receive their beverages, to delivery of their meal, to their departure for the day. This in turn helps us keep track of the health, physical and mental state of the senior. We also work to keep them socially active with the interaction of our staff, as well as the other seniors utilizing the service.

We have an occasional presentation for our seniors during lunch, which in turn, keeps interaction through providing all of these services makes a huge impact on the extreme loneliness felt by these isolated seniors. We have daily contact with every LOEL Congregate Meal participant from the time they first walk through our door, then are greeted with a smile and they sign in on the daily reservation list, to the time they receive their beverages, to delivery of their meal, to their departure for the day. This in turn

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

helps us keep track of the health, physical and mental state of the senior. We also work to keep them socially active with the interaction of our staff, as well as the other seniors utilizing the service.

The program measures change through the number of elderly participants utilizing the program receiving the daily lunches, coffee time with their peers before lunch, the intergenerational program that connects seniors with the younger generation for companionship, service group involvement with home repair issues, the number of cards and handmade gifts given out at our holiday celebrations, and the monthly party celebrating birthdays and anniversaries.

Estimate the unduplicated number of seniors to be served in the geographical area to be served. Include a sample "Satisfaction Survey" which will be used as a method to determine client satisfaction of services provided.

The LOEL Congregate Meals Program will be provided to the seniors located in Lodi, North San Joaquin County and the rural areas of our community. This will give them the opportunity to have a hot nutritious meal served daily in a social setting. The Lodi community and surrounding rural area is highly populated with seniors who live on a fixed income, disabled, and those with basic economic needs. The needs and numbers of seniors are rapidly growing as 8,020 Americans turn 60 years old every day. The U.S. Department of Aging states that, "Older Americans constitute the most rapidly growing segment of the population. " What is even more significant to recognize is that California currently has more senior citizens than any other state in the nation and a number of those folks reside in the San Joaquin County? In fact, it is predicted that by 2020 there will be a 100% increase in the people 60 and older due to the baby boomers reaching their sixties. It is said that our community will be 30% senior population.

We currently serve 664 unduplicated seniors in our Congregate Meals Program and we estimate serving 700 unduplicated seniors in the program.
The LOEL Senior Center provides the LOEL Congregate Meal Program to a variety of different clients. Our clients consist of seniors 60 years of age and older. They are also seniors that are low-income, diverse population, living alone and/or disabled. Seniors, who want interaction with others, social setting and who want a hot nutritious meal cooked for them at least once a day. A social outlet!

We currently provide service to approximately 85-130+ seniors daily. This does vary from day to day for a variety of different reasons. First, it depends what is on the menu, second is, it depends on what is happening here at the center, third, their health, and finally, they just want to be social with their peers. Some seniors plan their day attending/taking part in our classes and/or programs and then staying for lunch. Some of them like to be able to spend the day here instead of sitting at home alone. The seniors that we try to target for the LOEL Congregate Meals Program are those with the above requirements. Each senior is asked to fill out an application for the Congregate Meal program; there we are able to

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

determine they meet the requirements. The LOEL Congregate Meals Program provides a place where seniors can come and enjoy the company of other seniors in a social setting while being provided a hot nutritious meal and many other activities, programs, and services.

The seniors that fall into the categories of being alone are the ones that need the Congregate Meals Program help the most. The LOEL Congregate Meals Program helps them remain healthy, socially active and independent, living in their own homes, hopefully for the remainder of their life.

Please participate in this anonymous survey for the Daily Lunch Program!

1. For my $3.00 donation, I think the meals are: okay great fantastic
2. Would you like to see healthier menu choices?
   □ Yes □ No □ I like the menu just the way it is
3. Would you like to see more diabetic friendly meals?
   □ Yes □ No □ Doesn't apply
4. Would you liked to be served in your seats every day versus getting up in line to grab your tray? □ Yes □ No
5. Would you prefer lunch to begin at 12:00? □ Yes □ No
6. Favorite menu item? _____
7. Favorite side item? _____

Additional comments: _____

_____

Please turn in to the Front Desk or to a staff member. Thank you!

Please participate in this anonymous survey for the Daily Lunch Program!

1. For my $3.00 donation, I think the meals are: okay great fantastic
2. Would you like to see healthier menu choices?
   □ Yes □ No □ I like the menu just the way it is
3. Would you like to see more diabetic friendly meals?
   □ Yes □ No □ Doesn't apply
4. Would you liked to be served in your seats every day versus getting up in line to grab your tray? □ Yes □ No
5. Would you prefer lunch to begin at 12:00? □ Yes □ No
6. Favorite menu item? _____
7. Favorite side item? _____

Additional comments: _____

_____

Please turn in to the Front Desk or to a staff member. Thank you!

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

4. Staffing

Describe the configuration for this project. Include information on the types of activities to be provided, by whom, and at what intervals. Clearly describe who will be responsible for what portions of the program.

The staff needed to make the LOEL Congregate Meals Program a success would be the LOEL Congregate Meals Program Coordinator, LOEL Chef and Chef's Assistant/Dishwasher, LOEL Registered Dietician, LOEL Bookkeeper and the many community volunteers. The LOEL Congregate Meals Program Coordinator writes the monthly menu with assistance from the LOEL Chef. Then both LOEL Dietician & County Registered Dietician's reviews the menu to make sure it's a balanced meal and that it meets the dietary guidelines. The LOEL Congregate Meals Program Coordinator also fields all calls regarding reservations and cancellations of the daily meals. They also execute all County required documents for the month ending.

The LOEL Registered Dietician will also plan and execute the proper nutritional education needed quarterly to the congregate clients, also in conjunction with the LOEL Congregate Meals Program Coordinator. The LOEL Registered Dietician is always available to meet one on one with any senior that has questions/concerns on their dietary intake.
The LOEL Chef and Chef Assistant/Dishwasher are handling all food issues, from the ordering to final preparation, to serving. They complete all of the food duties in the County inspected and approved LOEL commercial kitchen. The LOEL Senior Volunteers serve the meal daily to the senior clients on our tray line managed by the LOEL Chef. The LOEL bookkeeper handles all cash and accounting transactions.

Describe the extent to which the staff qualifications are adequate and appropriate for effective service delivery.

The LOEL Chef, Chef Assistant/Dishwasher and President/CEO are all properly trained in ServSafe and the CEO are Food Service Manager certified, through the County.

Provide a start-up plan with a time frame for services to begin if you do not currently provide this program.

This Congregate Meal Program is currently running.

5. Project Management

Describe the extent to which the proposal provides for adequate management, supervision and infrastructure resources to ensure effective service delivery, sound fiscal oversight and to be accurate/timely.

The LOEL Congregate Meals Program Coordinator will manage the LOEL Congregate Meals Program in conjunction with the Center's President and CEO. The LOEL Congregate Meals

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Program Coordinator will be in charge of the implementation of any and all paperwork needed for the meals program. The LOEL Congregate Meals Program Coordinator will also be completing all County and LOEL reports that require meal service information.

The LOEL Bookkeeper will be in charge of all fiscal duties involved with the meals program.

The Registered Dietician and the LOEL Congregate Meals Program Coordinator will meet monthly to approve the upcoming months menu. The LOEL Congregate Meals Program Coordinator and the LOEL Chef will hold monthly menu preparation meetings to insure proper food ordering, preparation, and to make changes if needed.

Other small duties will be picked up by additional LOEL staff. When the meals are ready to be served on site, we have senior volunteers each day that will serve the congregate lunch to our in-house participants. The LOEL Congregate Meals Program Coordinator and the LOEL Chef schedules, trains and works directly with these volunteers.

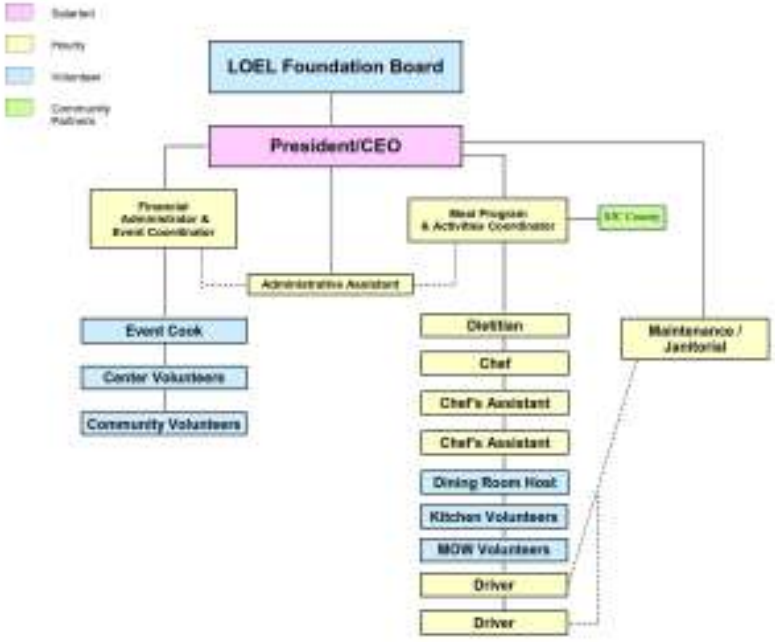
The LOEL Congregate Meals Program is currently working with the staff mentioned above and things run very smoothly. If there is a need, the LOEL Center will add or adjust staff needs to make sure the LOEL Congregate Meals Program runs smoothly and efficiently, for the County, LOEL, and our clients.

The LOEL Congregate Meals recipients have the chance to provide written evaluation to the center regarding how the service is working for them, or any request they may have. They will also be given a survey to fill out and return to the LOEL Congregate Meals Program Coordinator. The LOEL Congregate Meals Program Coordinator, Chef and the CEO will review the input from the meal recipients. The LOEL Congregate Meals Program Coordinator will then meet with the Dietician regarding the surveys. This will take place at least annually, or bi-annually. The seniors will also take part in the quarterly education presentations presented by the LOEL Dietician. There are suggestion cards put out each day for the seniors to fill out and turn in when they need too share suggestions, before and after formal survey.

Currently, the LOEL Congregate Meals Program Coordinator talks to the lunch group regarding the meal that was served for their input. Each senior will also have the opportunity to speak to the Registered Dietician every quarter at the education presentation and they will also have access to an anonymous suggestions and comment forms. Once we receive written or verbal comments from the seniors, we will then communicate that to the Chef and the Registered Dietician, at the monthly meeting.

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

Include an organizational chart in the Appendix showing the relationship of the lead agency to the program and, if applicable, the lead agency to its partners.



6. Cost Effectiveness

Describe the extent to which the proposed budget is demonstrably cost effective, relative to the number and characteristics of the client population to be served.

The client population that we serve, are 60 years of age and older. The proposed budget asks for a $3.00 a day suggested contribution that helps off-set the true cost of the meal. We average $2.29 per contribution. We also use in-kind dollars to help keep us on budget.

7. Grievance Procedure

Describe your agency's written grievance procedure to be used by program participants.

The LOEL Foundation, Inc., (LOEL Senior Center) takes all grievances seriously. At the time the grievance is made, it is reported/given to the President/CEO for review and discussion. The President/CEO investigates the grievance with all parties involved. Then, if a solution is not agreed upon, the grievance is taken to the LOEL Foundation Board Chair for further research and review for a positive resolution. If the complainant is dissatisfied with the findings, then the complainant may appeal the decision to the San Joaquin County Aging and Community Services within thirty days. Appeals should be made in writing and addressed to: AAA DIRECTOR, San Joaquin County Department of Aging and Community Services, P. O. Box 20105 Stockton, CA 95201.

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

BUDGET SUMMARY

Contractor: LOEL Foundation Inc
Program: IIIC-I Congregate
Budget Period: 2019-20
Contract Number:
Date Submitted: 2/13/20
☐ Original
☑ Amendment & Reason: Increased Funding

COST CATEGORY	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
DIRECT PROGRAM SALARIES & BENEFITS											
Program Cash Salaries (fr. Sheet #1)	$ 19,915	$ 66,734	$ 19,915		$ -	$ -			$ 18,115	$ -	$ 28,704
Program Cash Benefits (fr. Sheet #2)	$ 3,914	$ 13,114	$ 3,914		$ -	$ -			$ 3,560	$ -	$ 5,640
	$ -		$ -	$ -	$ -	$ -			$ -		$ -
	$ -		$ -	$ -	$ -	$ -			$ -		$ -
Program In-Kind Volunteers (fr. Sheet #3)	$ -	$ 19,312					$ 19,312				
Admin In-Kind Volunteers (fr. Sheet #3)	$ -	$ -					$ -				
TOTAL PROGRAM SALARIES & BENEFITS	***$ 23,829***	***$ 99,160***	***$ 23,829***	***$ -***	***$ -***	***$ -***	***$ 19,312***	***$ -***	***$ 21,675***	***$ -***	***$ 34,344***

DIRECT PROGRAM COSTS (Itemize)	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
Food Cost	$ 76,789	$ 85,475	$ 55,992	$ 15,382	$ 5,415						$ 8,686
Kitchen Expense	$ 6,305	$ 6,305	$ 6,305								
Kitchen Utilities	$ 3,960	$ 3,960	$ 3,960								
	$ -	$ -									
Registered Dietition	$ 242	$ 242	$ 242								
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
Nutrition Education	$ 305	$ 305	$ 305								
Excluded from MTDC Subtotal											
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
	$ -	$ -									
TOTAL DIRECT PROGRAM COSTS	***$ 87,601***	***$ 96,287***	***$ 66,804***	***$ 15,382***	***$ 5,415***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 8,686***
MTDC Subtotal of Grant (excluding non-match)		$ 195,447									

INDIRECT COSTS

ITEMIZED	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
Program Admin Cash Salaries (fr. Sheet #1)	$ -	$ 28,453								$ 28,453	
Program Admin Cash Benefits (fr. Sheet #2)	$ -	$ 4,952								$ 4,952	
Operating Expense	$ -	$ 900								$ 900	
	$ -	$ -									
	$ -	$ -									
Repairs/Maintenance	$ -	$ 1,500								$ 1,500	
	$ -	$ -									
Telephone	$ -	$ 1,300								$ 1,300	
Liability Insurance	$ -	$ 1,600								$ 1,600	
	$ -	$ -									
Other (describe):	$ -	$ -									
TOTAL INDIRECT COSTS	***$ -***	***$ 38,705***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 38,705***	***$ -***

INDIRECT COST RATE (% OF INDIRECT COSTS TO MTDC) 0

(If your agency has a State- or Federally-approved indirect cost rate, please submit it with your budget. 10% maximum indirect is authorized under 2 CFR 200 as it applies to subrecipients of federal awards.)

	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	NSIP FUNDS (FEDERAL)	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
GRAND TOTAL	$ 111,430	$ 234,152	$ 90,633	$ 15,382	$ 5,415	$ -	$ 19,312	$ -	$ 21,675	$ 38,705	$ 43,030

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 1: Cash Salaries

Contractor: LOEL Foundation Inc ☐ Original

Program: IIIC-I Congregate ☒ Amendment & Reason: Increased Funding

DIRECT PROGRAM STAFF SALARIES (CASH)	STAFF INFORMATION							ALLOCATION OF FUNDS							
POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
David LaFranchi - Cook	1.00	2,028	$ 18.25	$ 37,011	$ 37,011	74.0%	27,388	$ 14,947				$ 5,053		$ 7,388	$ 27,3
Crystal Saragoza - Cook assistant/dishwasher	1.00	1,560	$ 13.00	$ 20,280	$ 20,280	67.0%	13,588	$ 4,968				$ 1,322		$ 7,298	$ 13,5
Jil Nastasia - Cook Assistant	1.00	1,300	$ 12.50	$ 16,250	$ 16,250	33.0%	5,363	$ -						$ 5,363	$ 5,3
Dee Beckley- Meal Coordinator	1.00	1,404	$ 18.50	$ 25,974	$ 25,974	56.0%	14,545					$ 11,690		$ 2,855	$ 14,5
				$ -	$ -		-								$
Curtis Booher- Maintenance	1.00	1,560	$ 15.00	$ 23,400	$ 23,400	25.0%	5,850					$ 50		$ 5,800	$ 5,8
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
				$ -	$ -		-								$
TOTAL PROGRAM STAFF SALARIES								$ 19,915	$ -	$ -	$ -	$ 18,115	$ -	$ 28,704	$ 66,7

PROGRAM ADMIN STAFF SALARIES (CASH)	STAFF INFORMATION							ALLOCATION OF FUNDS							
POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
Tracy Williams - President/CEO	1.00	2,080	$ 48.07	$ 99,986	$ 99,986	15.0%	$ 14,998						$ 14,998		$ 14,9
Marj Schrenk - Financial Admin	1.00	1,820	$ 27.00	$ 49,140	$ 49,140	15.0%	$ 7,371						$ 7,371		$ 7,3
Cynthia Bohren - Front desk	1.00	1,560	$ 11.00	$ 17,160	$ 17,160	15.0%	$ 2,574						$ 2,574		$ 2,5
				$ -	$ -		$ -								$
Matt Miller - Maintenance	1.00	1,560	$ 15.00	$ 23,400	$ 23,400	15.0%	$ 3,510						$ 3,510		$ 3,5
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
				$ -	$ -		$ -								$
TOTAL ADMINISTRATIVE STAFF SALARIES								$ -	$ -	$ -	$ -	$ -	$ 28,453	$ -	$ 28,4

TOTAL ADMIN AND PROGRAM SALARY COSTS	$ 19,915	$ -	$ -	$ -	$ 18,115	$ 28,453	$ 28,704	$ 95,1

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 2: Cash Benefits

Contractor: LOEL Foundation Inc

Program: IIIC-I Congregate

☐ Original

☑ Amendment & Reason: Increased Funding

	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL DIRECT PROGRAM SALARIES
PROGRAM SALARIES FROM SECTION 1: Cash Salaries	$ 19,915	$ -	$ -	$ -	$ 18,115	$ -	$ 28,704	$ 66,734

PROGRAM STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR PROGRAM BENEFIT	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☑ All ☐ Certain Positions		6.20%	$ 4,138	$ 1,235		$ -	$ -	$ 1,123	$ -	$ 1,780	$ 4,138
Social Security - Medicare	☑ All ☐ Certain Positions		1.45%	$ 968	$ 289		$ -	$ -	$ 263	$ -	$ 416	$ 968
Unemployment Insurance	☑ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Workers Compensation	☑ All ☐ Certain Positions		6.00%	$ 4,004	$ 1,195		$ -	$ -	$ 1,087	$ -	$ 1,722	$ 4,004
Retirement	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Health Insurance	☐ All ☑ Certain Positions	Cook	6.00%	$ 4,004	$ 1,195		$ -	$ -	$ 1,087	$ -	$ 1,722	$ 4,004
Dental Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Vision Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Life Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL PROGRAM STAFF BENEFITS		$ 13,114	$ 3,914	$ -	$ -	$ -	$ 3,560	$ -	$ 5,640	$ 13,114

	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL ADMIN SALARIES
PROGRAM ADMIN SALARIES FROM SECTION 1: Cash Salaries	$ -	$ -	$ -	$ -	$ -	$ 28,453	$ -	$ 28,453

ADMIN STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR ADMIN BENEFITS	FEDERAL GRANT AMOUNT	NSIP FUNDS (FEDERAL)	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☑ All ☐ Certain Positions		6.20%	$ 1,764	$ -		$ -	$ -	$ -	$ 1,764	$ -	$ 1,764
Social Security - Medicare	☑ All ☐ Certain Positions		1.45%	$ 413	$ -		$ -	$ -	$ -	$ 413	$ -	$ 413
Unemployment Insurance	☑ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Workers Compensation	☑ All ☐ Certain Positions		1.75%	$ 498	$ -		$ -	$ -	$ -	$ 498	$ -	$ 498
Retirement	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Health Insurance	☐ All ☑ Certain Positions	President/CEO	3.00%	$ 854	$ -		$ -	$ -	$ -	$ 854	$ -	$ 854
Dental Insurance	☐ All ☑ Certain Positions	President/CEO	3.00%	$ 854	$ -		$ -	$ -	$ -	$ 854	$ -	$ 854
Vision Insurance	☐ All ☑ Certain Positions	President/CEO	2.00%	$ 569	$ -		$ -	$ -	$ -	$ 569	$ -	$ 569
Life Insurance	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ All ☐ Certain Positions			$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL ADMIN STAFF BENEFITS		$ 4,952	$ -	$ -	$ -	$ -	$ -	$ 4,952	$ -	$ 4,952

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 3: In-Kind Salaries, Benefits, and Other In-Kind

Contractor: LOEL Foundation Inc

Program: IIIC-I Congregate

☐ Original

☐ Amendment & Reason: Increased Funding

IN-KIND VOLUNTEER SALARIES

COMPARABLE TITLE & TYPE OF ACTIVITIES	NUMBER OF POSITIONS	ANNUAL HOURS PER VOLUNTEER	IN-KIND HOURLY RATE	TOTAL IN-KIND WAGES	VOLUNTEER TIME ALLOCATION: % OF TIME SPENT ON DIRECT PROGRAM ACTIVITIES	VOLUNTEER TIME ALLOCATION: % OF TIME ON INDIRECT, GENERAL, or ADMIN ACTIVITIES	VOLUNTEER TIME ALLOCATION: TOTAL VOLUNTEER TIME (must add to 100%)	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM ADMIN IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: TOTAL IN-KIND WAGES
Kitchen Servers & Cleanup	3.00	260	$ 12.00	$ 9,360	100%		100%	$ 9,360	$ -	$ 9,360
Kitchen Servers & Cleanup	3.00	260	$ 11.00	$ 8,580	100%		100%	$ 8,580	$ -	$ 8,580
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
		TOTAL IN-KIND SALARIES		17,940				$ 17,940	$ -	$ 17,940

IN-KIND BENEFITS (would have been paid if not volunteer staff)

BENEFIT TYPE	BENEFIT RATE	TOTAL IN-KIND BENEFITS	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND BENEFITS
Social Security	6.20%	1,112	$ 1,112	$ -	$ 1,112
Medicare	1.45%	260	$ 260	$ -	$ 260
	TOTAL IN-KIND BENEFITS	1,372	$ 1,372	$ -	$ 1,372

OTHER IN-KIND

DONATED ITEM OR OBJECT (NON-CASH)	ANNUAL CASH VALUE	SOURCE (City of____, donation from public, etc.)	USAGE ALLOCATION: % OF USAGE FOR DIRECT PROGRAM ACTIVITIES	USAGE ALLOCATION: % USAGE FOR PROGRAM ADMIN ACTIVITIES	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL OTHER IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHER IN-KIND NON-MATCH
	$ -						$ -			$ -
	$ -						$ -			$ -
	$ -						$ -			$ -
							$ -			$ -
							$ -			$ -
							$ -			$ -
	$ -				$ -	$ -	$ -	$ -	$ -	$ -

	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHE IN-KIND NON MATCH
TOTAL OF ALL IN-KIND MATCH (must match totals on Budget Summary Page)	**$ 19,312**	**$ -**	**$ 19,312**	**$ -**	**$ -**	**$ -**
Total from Summary Page (should match line above)	$ 19,312	$ -	$ 19,312	$ -	$ -	$ -

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 4: Program Income, Cash Match, Cash Non-Match

Contractor: LOEL Foundation Inc

Program: IIIC-I Congregate

☐ Original

☑ Amendment & Reason Increased Fundir

PROGRAM INCOME	AMOUNT	
Estimated income from client services (donated cash per AAA service)	$	43,030
Client Fees		
Income from usage or rental fees of property acquired with grant funds		
Royalties received on patents and copyrights from contract supported activities		
Proceeds from the sale of goods created under CDA grant funds		
Other (specify):		
Total (must match summary page)	**$**	**43,030**
Amount of Program Income on Summary Page	*$*	*43,030*

CASH NON-MATCH	AMOUNT	
Interest earned from grant funds		
Fee abatements		
Proceeds from sale of AAA grant property		
Other Federal non-AAA grant funds (specify):		
Fundraising	$	30,000
Employee designated funds	$	8,705
Total (must match summary page)	**$**	**38,705**
Amount of Cash Non-Match on Summary Page	*$*	*38,705*

CASH MATCH	AMOUNT	
Your agency's cash contribution to the program	$	21,675
Fundraisers		
General Agency Cash Donations (not associated with receiving an AAA service)		
Other (specify):		
Total (must match summary page)	**$**	**21,675**
Amount of Cash Match on Summary Page	*$*	*21,675*

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 5: Schedule Of Property/Equipment To Be Purchased

Contractor: LOEL Foundation Inc

Program: IIIC-I Congregate

☐ Original

☐ Amendment & Reason — Increased Funding

Property / Equipment Description	Purpose/Justification *	III C-1 Congregate	III C-1 %	TOTAL Equipment
Property / Equipment with per unit purchase price of $500 or more:				
Total Equipment with per unit purchase price between $500 and $4,999		$ -		$

*** Property/Equipment with a per unit price of $500 or more requires CDA approval. Describe use and need - Property must be reasonable and necessary to program operation.**

If allocating equipment to more than one program, please indicate the percent applied to each program in columns above and describe the basis for the allocation to each program

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

EXHIBIT "CC"

SCOPE OF CONTRACTOR'S SERVICES

1. Notwithstanding CONTRACTOR's proposal marked as "Exhibit AA", and pursuant to the Request for Proposal (RFP) condition that the COUNTY may negotiate modifications or revisions to the selected proposal to ensure program requirements, CONTRACTOR shall implement and administer Congregate Meals Services project during the term of this Agreement, as set forth below.

2. CONTRACTOR will meet the standards in each of the areas listed below, as further described in the Project proposal, set forth in Exhibit "AA":

   - Population to be Served.
   - Type of Program/Service to be Provided.
   - Outcomes to be Achieved:
     - Senior Nutrition Services – 20,475 units to be served (unit: one meal)
   - Staffing.
   - Program Management.
   - Sustainability Plan.

For the purpose of the programs, population to be served is described in more detail as follows:

1. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:
      (i) Any older individual.
      (ii) The spouse of any older individual.
      (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
      (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:
   (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
   (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   (iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

3. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

4. **Older relative caregiver means a caregiver who is –**
   a. **Is age 55** or older; and
   b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
   c. In the case of a caregiver for a child --
      (i) is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
      (ii) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
      (iii) has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child **informally**
      (iv) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

3. CONTRACTOR shall maintain a written grievance process and ensure its visibility for program participants for reviewing and attempting to resolve complaints.

4. CONTRACTOR assures the provision of services to older individuals with greatest economic needs and older individuals with greatest social need, including the provision of services to low income minority individuals. Focal points within the community include the following agencies; Oak Park Senior Center, Lolly Hansen Senior Center, Manteca Senior Center, Ripon Senior Center, Jene Wah Inc, Hutchins Street Square, Boggs Tract Community Center, Garden Acres Community Center, Larch Clover Community Center, Lodi Community Center, Northeast Community Center, Taft Community Center, Thornton Community Center, Lathrop Senior Center, LOEL Center and Gardens, El Concilio, Stribley Community Center, and Van Buskirk Community Center.

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

5. CONTRACTOR shall submit yearly certification and documentation of the Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement and within 30 days of the start date of any new employee

6. CONTRACTOR agrees to submit and mail programmatic and fiscal **monthly/quarterly/yearly reports** to the COUNTY, in accordance with guidelines set forth by the COUNTY.

Programmatic Reports to:

Carmen Matty-Cervantes, Aging Programs Coordinator
Aging & Community Services Division
Department of Aging
P.O. Box 201056
Stockton, CA 95201

Fiscal Reports to:

San Joaquin County Human Services Agency
Aging & Community Services Division
P.O. Box 201056
Stockton, CA 95201

Attachment: Title III Subcontractor LOEL Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

San Joaquin County
Human Services Agency

A-20-_____

AMENDMENT TO AGREEMENT NUMBER A-19-172

This Amendment to Agreement Number A-19-172 (hereinafter "AMENDMENT") is made at Stockton, County of San Joaquin, California, as of this 24th day of March, 2020, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through the HUMAN SERVICES AGENCY, hereinafter referred to as "COUNTY", and University of the Pacific, a nonprofit corporation, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on June 11, 2019, COUNTY AND CONTRACTOR entered into Agreement Number A-19-172 to provide Medication Management Services; and

WHEREAS, COUNTY AND CONTRACTOR now desire to amend certain provisions of Agreement Number A-19-172.

NOW, THEREFORE, in consideration of mutual obligations in this Agreement and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this AMENDMENT, AGREE AS FOLLOWS:

1. Contractor's Proposal (Exhibit A) is hereby cancelled and replaced with a revised Contractor's Proposal marked as Exhibit AA.
2. Fiscal Provisions (Exhibit B, Terms of Agreement Section 4A), shall be changed to: COUNTY shall reimburse CONTRACTOR for actual expenditures, not to exceed

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

FIFY-FIVE THOUSAND ONE HUNDRED AND FIFTY-ONE DOLLARS ($55,151) [Change in dollar amount only.]

These funds are considered a subaward of Older Americans' Act funds and are passed subsequently from the United Stated Department of Health and Human Services to the California Department of Aging and then to the COUNTY. Through this agreement, these funds are then awarded to the CONTRACTOR.

These funds will not be used for Research or Development.

Time Period	Funding Category	CFDA Number	Federal Award Identification Number	CDA Project Number	Award Amount
7/1/2019 to 9/30/2019	Federal Title III-D	93.043	1901CAOAPH-01	3DFL19-19	$11,380
10/1/2019 to 6/30/2020	Federal Title III-D	93.043	2001CAOAPH-01	3DFL20-19	$33,646
7/1/2019 to 9/30/2019	Federal Title III-D OTO	93.043	1901CAOAPH-01	3DFL19-19	$10,125
Total					$55,151

All payments are contingent upon the availability of state and federal funding.

3. Fiscal Provisions (Exhibit B, Terms of Agreement, Section 4F), shall be changed to: CONTRACTOR agrees to provide in-kind funding and/or cash match in the minimum amount of $0. [Change in dollar amount only.] No funds received by CONTRACTOR pursuant to this Agreement shall be used to supplant available funding sources.

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

4. The original budget included in Agreement A-19-172 Exhibit B, Budget Summary is hereby canceled and replaced by a revised budget marked as Exhibit BB, Budget Summary and is attached hereto and incorporated herein.

5. Scope of Contractor's Services (Exhibit C) is hereby cancelled and replaced with a revised Scope of Contractor's Services marked as Exhibit CC.

6. All other provisions of Agreement A-19-172 shall remain unchanged.

CONTRACTOR: *University of the Pacific*
3601 Pacific Avenue
Stockton, CA 95211

COUNTY: *COUNTY OF SAN JOAQUIN - HUMAN SERVICES AGENCY*
P.O. Box 201056
Stockton, CA 95201

IN WITNESS OF THEIR AGREEMENT to the terms and conditions set forth above, the COUNTY OF SAN JOAQUIN and UNIVERSITY OF THE PACIFIC, have placed their signatures below:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: _____
Clerk

COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: _____
KATHERINE M. MILLER, Chair
Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Kimberly Johnson
KIMBERLY JOHNSON
Deputy County Counsel

UNIVERSITY OF THE PACIFIC

By: Carly Rawson, Chair
RAJUL PATEL, PhD
Program Director
DUNS # 169214483
Federal ID # 68-0376587

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Exhibit AA

Contract Program Narrative Proposal

Agency	Program	Units of Service	Amount of Grant Funding	Amount of In Kind Match	Amount of Cash Match	Amount of Cash Non-Match
University of the Pacific School of Pharmacy & Health Sciences	Healthy Seniors	869	$55,151	$176,312	$4,720	$1,280

*Cost per unit = Grant divided by Units of Service.

1. Qualifications and Experience

Describe the structure of the organization(s), their mission, and history.

The University of the Pacific began serving our community in 1851 and has maintained leadership in providing outstanding education. The mission, history, and current structure of the organization is defined at the following link: http://www.pacific.edu/About-Pacific/History-and-Mission.html

Explain the experience the organization has in providing services to the targeted population and their success in carrying out programs such as the one proposed.

Since July 2010 we have been awarded grant funds for provision of these services. Since then we have served >6,000 seniors in our community with healthy senior services. The Healthy Seniors Program began in July 2013 and continues today. The program offered in prior years was entitled "Medication Use Safety Training for Seniors" and consisted of two parts: 1.medication use safety education and 2. personalized medication therapy management. To

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provide a greater breadth of senior risk assessment, service, and referral, the Healthy Seniors program has included the following services:

- Medication Therapy Management
  - Includes the following Administration on Aging (AoA) evidence-based program for the past year: HomeMeds
- Medication Safety Education (Medication Use Safety Training [MUST])
- Medicare Part D Plan Assistance to minimization of beneficiary out-of-pocket drug costs and assure plan formulary includes beneficiary-specific medications
- Memory Decline Screening
  - Includes subset elements of the following evidence-based U.S. Preventative Services Task Force (USPSTF), Screening for Cognitive Impairment in Older Adults
- Geriatric Depression Screening
  - Includes subset elements of the following evidence-based SAMHSA program:
    - Substance Abuse and Mental Health Services Administration. The Treatment of Depression in Older Adults: Selecting Evidence-Based Practices for Treatment of Depression in Older Adults. HHS Pub. No. SMA-11-4631, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 2011.
- Osteoporosis, Falls, and Anemia Screening and Prevention
  - Includes subset elements of each of the following Administration on Aging (AoA) evidence-based programs:
    - Healthy Steps for Older Adults (HSOA), Falls Talk, Fall Scape, Stepping On, and USPSTF: Falls in Older Adults, Counseling, Preventive Medication, and Other Interventions; Osteoporosis Screening; Iron Deficiency Anemia Screening
- Blood Pressure Measurement
  - Includes subset elements of the following evidence-based U.S. Preventative Services Task Force, High Blood Pressure in Adults: Screening
- Cholesterol Testing (Total Cholesterol and HDL)
  - Includes subset elements of the following evidence-based U.S. Preventative Services Task Force, Statin Use for Primary Prevention of Cardiovascular Disease in Adults: Preventative Medication
- Asthma/COPD (FeNO Testing and ACT/COPD Screening tests)

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  - Includes subset elements of the following evidence-based U.S. Preventative Services Task Force, Chronic Obstructive Pulmonary Disease: Screening, April 2016
- Immunizations (flu, pneumococcal, Tdap or shingles)
  - Includes subset elements of the following evidence-based Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP)
- Diabetes Screening (Blood Glucose or HbA1c)
  - Includes subset elements of the following evidence-based U.S. Preventative Services Task Force, Screening for Diabetes Mellitus in Adults
- Anxiety Screening
  - Includes subset elements of the following evidence-based SAMHSA program: The Treatment of Depression in Older Adults and the USPTF Recommendations, Screening for Depression in Adults (includes anxiety screening)
- Insomnia screening
  - Includes subset elements of the following evidence-based Agency for Healthcare Research and Quality (AHRQ) protocol: Treatment of Insomnia Disorder.

The aforementioned services are accompanied by lifestyle wellness education for risk-reduction, improved functionality and quality of life as well as patient-requested primary healthcare communication for identified risk factors.

All of the aforementioned services has been fully integrated and mainstay service offerings of our Mobile Medicare Health Clinics.

For purposes of this grant, Healthy Seniors, our service will be:

HomeMeds℠ (deemed as an evidenced-based program based on the National Council on Aging (NCOA) guidance (https://www.ncoa.org/wp-content/uploads/MMIS-HomeMeds.pdf).

HomeMeds is an evidence-based intervention that includes a computerized medication risk assessment and alert process.

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Outcomes from our program delivered from 2009-2019 have been **published in national healthcare journals**. These include the following peer-reviewed publications:

- Woelfel JA, Rogan LR, Patel RA, Ho W, Nguyen HV, Highsmith E, Chang C, Nguyen NT, Sato M,Nguyen D. Administration, Billing, and Payment for Pharmacy Student-Based Immunizations to Medicare Beneficiaries at Mobile Medicare Clinics. *Pharmacy.* Feb 2019;7(22).pp 1-7.

- Patel RA, Choi M, Fan D, Man V, Thao C, Thai T, Vachuska M, Vachuska M, Xu M, Valle-Oseguera C, Ranson C, Pham C, Rogan E, Walberg M, Woelfel J. Bridging the Gap: Collaboration between a School of Pharmacy, Public Health, and Governmental Organizations to provide Clinical and Economic Services to Medicare Beneficiaries. *INNOVATIONS IN PHARMACY*. January 2018;9(1):Article 2.

- Patel RA, Woelfel JA, Sohal D, Zhu L, Lenkova E, Koshki N, Valle-Oseguera C, Ranson C, Rogan E "An Examination of Potentially Inappropriate Medication use by Older Medicare Beneficiaries: Application of the 2015 Beers Criteria Update." *The Consultant Pharmacist*. Volume 33, Number 1, January 2018, pp. 48-54(7).

- Galal SM, Lai P, Go C, Patel RA, Gundersen B, Carr-Lopez SM, Woelfel JA. "Assessing student knowledge, confidence, accuracy and proficiency in providing Medicare Part D assistance." *Currents in Pharmacy Teaching and Learning* (2016), http://dx.doi.org/10.1016/j.cptl.2016.11.024

- Patel RA, Walberg MP, Mai Y, McElroy N, Mallya A, Kim A, Seo J, Woelfel JA. "Medicare Part D Optimization: Potential Out-of-Pocket Savings through Plan Reexamination." *Am J Pharm Benefits*. 2015;7(2):84-91

- Woelfel JA, Patel RA, Lee H, Chu S, Ranson C, Patel B, Italia U, Walberg MP, Carr-Lopez SM, Galal SM. "An Overview and Study of Beneficiaries' Knowledge, Attitudes, and Perceptions of the Medicare Part D Benefit." *The Consultant Pharmacist*. 2015 Feb;30(2):101-111.

- Patel RA, Vo KA, Chu T, Wang K, Lu S, Woelfel JA, Carr-Lopez SM, Galal SM. "Minimizing out-of-pocket prescription drug costs for Medicare beneficiaries: Not just 'a drop in the bucket'". *J Am Pharm Assoc.* 2014;54.594-603.

- Carr-Lopez SM, Woelfel JA, Shioji M, Nicolas M, Hoang D, Rodriguez J, Rahan N, Patel RA, Galal SM. "Health care Passport: A population based introductory pharmacy practice model for Medicare beneficiaries." *Currents in Pharmacy Teaching and Learning.* November-December 2014:6(6):891-899.

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- Carr-Lopez SM, Shek A, Lastimosa J, Patel RA, Woelfel JA, Galal SM, Gundersen B. "Medication adherence behaviors of Medicare beneficiaries." *Patient Preference and Adherence.* 2014:8 1277-1284.

- Galal SM, Carr-Lopez SM, Gomez S, Duong V, Mizoshiri C, Ujihara L, Tran TH, Patel RA, Woelfel JA. "A Collaborative Approach to Combining Service, Teaching and Research." *American Journal of Pharmaceutical Education. 2014; 78(3) Article 58.*

- Patel RA, Walberg MP, Tong E, Tan F, Rummel AE, Woelfel JA, Carr-Lopez SM, Galal SM. "Cost Variability of Suggested Generic Treatment Alternatives under the Medicare Part D Benefit" *Journal of Managed Care & Specialty Pharmacy*. March 2014;20(3):283-90.

- Woelfel JA, Carr-Lopez SM, Delos Santos M, Bui A, Patel RA, Walberg MP, Galal SM. "Assessing Medicare Beneficiaries' Willingness-to-Pay for Medication Therapy Management Services" *The Consultant Pharmacist*. 2014 Feb;29(2):104-9.

- Patel, RA, Walberg, MP, Woelfel, JA, Amaral, MM, & Varu, P. (2013). "Medicare Part D Roulette: Potential Implications of Random Assignment and Plan Restrictions". *Medicare Care & Medicaid Research Review*, 3(2), E1–E14.

- Woelfel JA, Patel RA, Huey T, Patel UM, Walberg MP, Galal SM, Carr-Lopez SM. "Assessing Quality-of-Life in an Ambulatory Medicare Population." *Consultant Pharmacist*, 2012 Oct;27(10):719-28.

- Galal SM, Patel RA, Phou C, Thai H, Walberg MP, Woelfel JA, Carr-Lopez SM, Chan EK. "Impact of an Elective Course on Pharmacy Students' Attitudes, Beliefs, and Competency about Medicare Part D through Didactic and Experiential Education." *American Journal of Pharmaceutical Education*. 2012; 76(5) Article 91.

- Woelfel JA, Patel RA, Walberg MP, Amaral M. "Evaluating Potentially Inappropriate Medication Use in an Ambulatory Medicare Population" *The Consultant Pharmacist*. 2011 Dec;26(12):913-9.

- Woelfel JA, Boyce E, Patel RA. "Geriatric Care as an Introductory Pharmacy Practice Experience" *American Journal of Pharmaceutical Education*.2011;75(6) Article 115.

- Walberg MP, Baker ND, Uchizono JA, Patel RA. "Choosing the Lowest Cost Stand-Alone Prescription Drug Plan: How Can Beneficiaries Decide?" *California Pharmacist.*2011;LVIII (2); Spring 2011 26-31.

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- Cutler T, Stebbins MR, Smith AR, Patel RA, Lipton HL. "Promoting access and reducing expected out-of-pocket prescription drug costs for vulnerable Medicare beneficiaries: A pharmacist-directed model." *Medical Care.*2011;49(4): 343-47.

- Walberg MA, Patel RA. "Potential Opportunity Cost of Neglecting to Annually Reassess Medicare Part D Standalone Prescription Drug Plan Offerings: The Price of Contentment?" *J Am Pharm Assoc.* 2009; 49: 777-782.

- Patel RA, Lipton H, Cutler TW, Smith AR, Tsunoda SM, Stebbins MR. "Cost-Minimization of Medicare Part D Prescription Drug Plan Expenditures." *American Journal of Managed Care*. 2009 Aug; 15(8): 545-53.

Additionally, **outcomes** from our program have been **presented (platform and poster)**

nationally at annual healthcare meetings. These include the following presentations:

2018 *Valle-Oseguera CS, Ranson CA, Fok E, Cheong CK, Santos I, Chang EV, Macaraeg TG, Chen M, Rogan EL, Patel RA. "Blood pressure limbo: Evaluating the impact of the 2017 high blood pressure clinical practice guidelines in a community-dwelling Medicare patient population." American Public Health Association Annual Meeting, San Diego CA. November 2018.*

2018 Valle-Oseguera CS, Rogan EL, Le BN, Kozono MT, Le J, Tam AK, Tam PK, Park JF, Ranson CA, Chen M, Patel RA. "No sugarcoating: Prevalence and associated factors for prediabetes in a community-dwelling Medicare population." American Public Health Association Annual Meeting, San Diego CA. November 2018.

2018 *Ranson CA, Valle-Oseguera CS, Ruiz MN, Vo MW, Tran M, Kim JE, Do TDV, Rogan EL, Patel RA. "Painful predicament: Evaluating the assessment, treatment and attitudes surrounding pain in a Medicare patient population." American Public Health Association Annual Meeting, San Diego CA. November 2018*.

2018 Rogan EL, Ranson CA, Valle-Oseguera CS, Lee C, Gumberg A, Nagin B, Cao W, Wang E, Trinh C, Chan K, Samra N, Hou E, Patel RA. "Demographic divination: Factors associated with medication-related problems in community-dwelling Medicare beneficiaries." American Public Health Association Annual Meeting, San Diego CA. November 2018.

2018 Patel RA, Zuo S, Bui EMP, Huynh M, Elmiari J, Ranson CA, Valle-Oseguera CS, Rogan EL, Lee C. "Time for an annual checkup?: Lowering Medicare beneficiaries' out-of-pocket prescription drug costs through Part D plan optimization." American Public Health Association Annual Meeting, San Diego CA. November 2018.

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2018 Ranson CA, Valle-Oseguera CS, Ramos BF, Hoh KM, Carranza DG, Cruz DJ, Patel SM, Page O, Raikhy AS, Rogan EL, Patel RA. "Passport to Health: Evaluating a comprehensive service-based health fair targeting Medicare beneficiaries" American Association of Colleges of Pharmacy Annual Meeting, Boston, MA. July 2018

2018 Carranza DG, Cruz DJ, Raikhy AS, Ramos BF, Patel SM, Page O, Hoh KM, Ranson CA, Valle-Oseguera CS, Rogan EL, Patel RA. "Health Report Card: valuating health outcomes through student-driven comprehensive service-based health fairs targeting Medicare beneficiaries" American Association of Colleges of Pharmacy Annual Meeting, Boston, MA. July 2018.

2017 Patel RA. “Part D plan optimization and evaluation of medication-related problems by student pharmacists for Medicare beneficiaries.” CMS National Pharmacist Education Programming (PEP) Talk. December 2017.

2017 *Pham C, Xu M, Man V, Thai T, Vachuska M, Vachuska M, Fan D, Choi MA, Nguyen CT, Woelfel JA, Walberg MP, Woelfel M, Miller L, Duran JC, Rogan E, Valle-Oseguera CS, Ranson CA, Patel RA. “Bridging the gap: Collaboration between a School of Pharmacy, Public Health, and governmental organizations to provide clinical and economic services to Medicare beneficiaries.”* American Public Health Association Annual Meeting, Atlanta, GA. November 2017.

2017 Ranson CA, Rogan E, Cameros CJM, Mori TK, Legaspi JF, Blackburn AN, Lam HM, Tran LK, Park SK, Valle-Oseguera CS, Pham C, Woelfel JA, Patel RA. “Exploring the valley of savings: Minimizing Part D costs through optimization of drug therapy in Medicare beneficiaries with developmental disabilities.” American Public Health Association Annual Meeting, Atlanta, GA. November 2017.

2017 Valle-Oseguera CS, Ranson CA, Wong S, On M, Ha J, Tam A, Chang S, Garcia A, DePrima H, Rogan E, Pham C, Woelfel JA, Patel RA. “Stop the Drop: Prevalence of orthostatic hypotension in an ambulatory Medicare population.” American Public Health Association Annual Meeting, Atlanta, GA. November 2017.

2017 Patel RA. Medicare Plan Finder Tool. National Medicare Training Program, San Francisco, CA. August 2017.

2017 Woelfel JA, Rogan EL, Patel RA, Ho W, Nguyen H, Highsmith E, Chang C, Nguyen NT, Sato M, Nguyen D. “Administration, Billing and Payment for Pharmacy Student-based Immunizations to Medicare Beneficiaries at Mobile Medicare Clinics”. 2017 AACP Annual Meeting, Nashville, TN, July 2017.

2017 Li H, Patel RA. “Potential out-of-pocket savings for dual-eligible beneficiaries with developmental disabilities after Medicare Part D plan optimization.” International

Society of Pharmacoeconomics & Outcomes Research 22nd Annual Meeting, Boston, MA. May 2017.

2017 *Curtis AH, Patel RA. "Medication Therapy Management for the Senior Population: An Interprofessional Approach for Improved Patient Outcomes." California Association of Nurse Practitioners 40th Annual Educational Conference. San Francisco, CA. March 2017.*

2016 *Patel RA, Lenkova E, Koshki N, Woelfel JA, Zhu L, Sohal D, and Ranson CA. "Stop the Beers….drugs! An examination of potentially inappropriate medication use in older Medicare beneficiaries." American Public Health Association Annual Meeting, Denver, CO. November 2016.*

2016 *Patel RA, Knepler-Foss T, Le NT, Sun C, Ito M, Ranson CA, Pham C. "Nationwide analysis of drug costs across all Medicare Part D stand-alone prescription drug plans." American Public Health Association Annual Meeting, Denver, CO. November 2016.*

2016 *Patel RA, Chung JH, Shahabi S, Copak G, Hsieh MX, Velazquez K, Rogan E, Ranson CA, Cheung M, and Morisky DE. "Medication adherence among Medicare beneficiaries: What factors matter?" American Public Health Association Annual Meeting, Denver, CO. November 2016.*

2016 Valle-Oseguera CS, Marasigan DL, Xu M, Qi E, Yoon J, Patel RA. "An examination of over-the-counter medication use patterns in Medicare beneficiaries." *American Public Health Association Annual Meeting, Denver, CO. November 2016.*

2016 Walberg MP, Patel RA, Chong C, Diaz, S, Lieu E, Mesghali E, Urbiztondo J. "Hit them with the best shot: A look at predictors of immunization status in Medicare beneficiaries." *American Public Health Association Annual Meeting, Denver, CO. November 2016.*

2016 Patel RA, Ito M, Sun C, Le NT, Knepler-Foss T, Ranson CA, Pham C. "A Nationwide Analysis of Specialty Drugs across All Medicare Part D Stand-Alone Prescription Drug Plans". American Society of Consultant Pharmacists, Dallas, Texas. November 2016.

2016 Valle-Oseguera, Nguyen T, Chang C, Reyes G, Liu L, Hernandez R, Rogan E, Woelfel J, Patel RA. Adherence Drivers: Factors Influencing Medication Adherence among Community Dwelling Medicare Beneficiaries. American Society of Consultant Pharmacists, Dallas, Texas. November 2016.

2016 Woelfel J, Patel RA. "Mobile Medicare Clinics: An ECHO Service Model." 2016 Annual Scientific Meeting of the American Geriatrics Society, Long Beach, CA. May 2016.

2015 *Patel RA, Patel U, Markham K, Kattoula S, Ige T, Valle-Oseguera C, Mai Y, Rogan E, Simon B, Funderburk F. "One size does not fit all: An examination of Medicare*

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beneficiary differences across multiple patient segmentation tools." American Public Health Association Annual Meeting, Chicago, IL. November 2015.

2015 Patel RA, Suko K, Choy J, Lin J, Simon B, Funderburk F, Valle-Oseguera C, Rogan E. "Assessing beneficiary understanding of the Medicare Part D benefit: The knowledge chasm." American Public Health Association Annual Meeting, Chicago, IL. November 2015.

2015 Mai Y, Ige T, Kattoula S, Markham K, Patel U, Simon B, Funderburk F, Valle-Oseguera C, Rogan E, Galal SM, Patel RA. "Utilization of segmentation tools for identifying medication related problems in Medicare beneficiaries." American Public Health Association Annual Meeting, Chicago, IL. November 2015.

2015 *Patel RA, Nguyen N, Truong T, Campos S. "Flipping the switch: Enlightening beneficiaries about potential cost savings opportunities and examining factors associated with making a Medicare Part D plan change." American Public Health Association Annual Meeting, Chicago, IL. November 2015.*

2015 *Mai Y, Lee P, Cao C, Kwan T, Tai J, Valle-Oseguera CS, Patel RA. "Frequency and severity of medication related problems identified in community dwelling Medicare beneficiaries: Three year analyses of mobile clinic data." American Public Health Association Annual Meeting, Chicago, IL. November 2015.*

2015 Norton L, Yasuda A, Chang L, Chow S, Nguyen V, Chen M, Rogan E, Woelfel J, Patel RA. "Identifying the Primary Health Concerns of Community-Dwelling Medicare Beneficiaries and Examining Associated Factors." American Society of Consultant Pharmacists, Las Vegas, NV. November 2015.

2015 Patel RA. Prescription Drug Coverage (Part D). Centers for Medicare & Medicaid Services (CMS) National Medicare Training Program. Anaheim, CA. August 2015.

2015 Patel RA. Medicare Prescription Drug Coverage (Parts A, B, and D). Centers for Medicare & Medicaid Services (CMS) National Medicare Training Program. Anaheim, CA. August 2015.

2015 Galal S, Fong J, Pham J, Okino D, Chadha R, Patel RA, Woelfel J, Carr-Lopez S, Norton L, Rogan E, Valle-Oseguera C. "Evaluation of Medication Therapy Management Education and Experiential Training Targeting Medicare Beneficiaries." American Association of Colleges of Pharmacy (AACP) Annual Meeting. National Harbor, Maryland, July 2015.

2015 Li H, Patel RA. Cost Minimization Analysis of Equipotent Opioid Analgesics: Nationwide Analysis of Medicare Part D Stand-Alone Prescription Drug Plans. International Society of Pharmacoeconomics and Outcomes Research 20th Annual International Meeting. Philadelphia, Pennsylvania. May 2015.

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2014 Nguyen K, Joe CL, Patel RA. Examining the Relationship between Self-Reported Pain and Sleep in Ambulatory Medicare Beneficiaries. American Society of Health System Pharmacists, Anaheim CA, December 2014.

2014 Mai Y, Carr-Lopez SM, Patel RA, Galal SM Woelfel J. Assessing health-related patient concerns in an ambulatory Medicare beneficiary population. American Society of Health System Pharmacists, Anaheim CA, December 2014.

2014 Carr-Lopez SM, Mai Y, Patel RA, Woelfel J, Galal SM. Medicare Beneficiaries' Attitudes on Improving Medication Adherence. American Society of Health System Pharmacists, Anaheim CA, December 2014.

2014 *Patel RA, Le Y, Dang K, Vy T, Cho A, Walberg M, Woelfel JA. Playing Limbo with Dual-Eligible Beneficiaries Out-of-Pocket Prescription Drug Costs: How Low Can You Go? American Public Health Association Annual Meeting, New Orleans, LA. November 2014.*

2014 Mai Y, Patel RA, Healthcare Provider Utilization and Patient Outcomes: The Call for Enhanced Coordinated Care for Medicare Beneficiaries. American Public Health Association Annual Meeting, New Orleans, LA. November 2014.

2014 Patel RA, Tung E, Dosanjh S, Pham J. A Nationwide Analysis of Drugs of Clinical Concern under Medicare Part D Stand-Alone Prescription Drug Plans. American Society of Consultant Pharmacists Annual Meeting, Orlando FA, November 2014.

2014 Carr-Lopez SM, Mai Y, Koshkakaryan M, Kung E, Kubota B, Patel RA, Woelfel J, Galal SM. Concordance with the new ACC/AHA Cholesterol Guidelines in an Ambulatory Medicare Beneficiary Population. American Society of Consultant Pharmacists Annual Meeting, Orlando FA, November 2014.

2014 Carr-Lopez SM, Mai Y, So K, Buu H, Patel RA, Woelfel J, Galal SM. Implications of Sensory Loss in an Ambulatory Medicare Beneficiary Population. American Society of Consultant Pharmacists Annual Meeting, Orlando FA, November 2014.

2014 Patel RA. Plan Finder Tool. Centers for Medicare & Medicaid Services (CMS) National Medicare Training Program. San Francisco, CA. Sept 2014.

2014 Patel RA. Improving Beneficiary Outcomes through Community Outreach and Partnerships. Centers for Medicare & Medicaid Services (CMS) National Medicare Training Program. San Francisco, CA. Sept 2014.

2014 Sugarman-Coats K, Patel RA, Tam J. Beneficiary Rights, Protections and Appeals. Centers for Medicare & Medicaid Services (CMS) National Medicare Training Program. San Francisco, CA. Sept 2014.

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2014 Galal S., Pham A, Luong A, Awad M, Patel RA, Carr-Lopez S, Woelfel J. "Incorporation of Top 200 Drug Knowledge into a Medicare Part D Didactic and Experiential Learning Course" American Association of Colleges of Pharmacy (AACP) Annual Meeting. Grapevine, Texas, July 2014.

2013 *Patel RA, Woelfel JA, Gundersen B, Carr-Lopez. "Improving Beneficiary Outcomes: From Part D Plan Optimization to Comprehensive Medication Therapy Management." ASCP Annual Meeting. Seattle, WA, Nov 2013.*

2013 Shek A, Woelfel JA, Tran A, Nguyen L, Deng S, Chen K, Patel RA, Ott J, Carr-Lopez SM, Galal SM, Gundersen B. Prescriber Adoption of Student Pharmacist MTM Recommendations. American Society of Consultant Pharmacists Annual Meeting, Seattle WA, November 2013.

2013 Shek A, Woelfel JA, Chen K, Deng S, Nguyen L, Tran A, Patel RA, Carr-Lopez SM, Galal SM, Gundersen B. Development of Student Pharmacists' Confidence in the Delivery of MTM Services: From Classroom to the Community. American Society of Consultant Pharmacists Annual Meeting, Seattle WA, November 2013.

2013 Woelfel JA, Patel RA, Kwok K, Liang J, Liu Y-H, Ortiz B, Carr-Lopez SM, Galal SM, Gundersen B. Evaluation of Exercise Habits and Self-Reported Health in an Ambulatory Medicare Population. American Society of Consultant Pharmacists Annual Meeting, Seattle WA, November 2013.

2013 Woelfel JA, Patel RA, Ortiz B, Liu Y-H, Liang J, Kwok K, Carr-Lopez SM, Galal SM, Gundersen B. Pain Assessment in an Ambulatory Medicare Population. American Society of Consultant Pharmacists Annual Meeting, Seattle WA, November 2013.

2013 Patel RA, O'Dell KM, Wang K, Lu S, Chu T, Vo K-A, Carr-Lopez SM, Woelfel JA, Galal SM, Gundersen B. Medicare Part D Prescription Drug Costs and Plan Satisfaction as a Function of Student Pharmacists' Assistance. American Public Health Association Annual Meeting, Boston MA. November 2013.

2013 Patel RA, O'Dell KM, Vo K-A, Chu T, Wang K, Lu S, Woelfel JA, Carr-Lopez SM, Galal SM, Gundersen B. Minimizing Part D Costs for Medicare Beneficiaries: Not Just a Drop in the Bucket. American Public Health Association Annual Meeting, Boston MA. November 2013.

2013 O'Dell, KM, Gundersen B , Ozdemir S, Kang S, Xides A, David G, Patel RA, Woelfel JA, Galal SM, Carr-Lopez SM. Student pharmacists target the million hearts initiative for potentially at-risk Medicare beneficiaries. American Public Health Association Annual Meeting, Boston MA, November 2013.

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2013 O'Dell, KM, Gundersen B , David G, Kang S, Ozdemir S, Xides A, Patel RA, Woelfel JA, Galal SM, Carr-Lopez SM. Collaboration Between a School of Pharmacy and County Public Health Departments to Improve Vaccination Rates in Medicare Beneficiaries. American Public Health Association Annual Meeting, Boston MA, November 2013.

2013 Carr-Lopez SM, Shek A, Epperson L, Lastimosa J, Tran T, Ledesma V, Patel RA, Woelfel JA, Galal SM, Gundersen B, Hsin J. Medication Adherence Behaviors of Medicare Beneficiaries. American Public Health Association Annual Meeting, Boston MA, November 2013.

2013 Carr-Lopez SM, Shek A, Tran T, Ledesma V, Epperson L, Lastimosa J, Patel RA, Woelfel JA, Galal SM, Gundersen B, Hsin J. Beneficiary Feedback on Information Provided by Pharmacists. American Public Health Association Annual Meeting, Boston MA, November 2013.

2013 Boyce EG, Walberg MP, Carr-Lopez S, Patel RA, Bandy V, Maker J, Norton L, Woelfel JA, Kaye A, Faridi JS, DeGuire N. "Innovations in the First Two Years of an Accelerated Doctor of Pharmacy Curriculum" American Association of Colleges of Pharmacy (AACP) Annual Meeting. Chicago, Illinois, July 2013.

2013 Gundersen B., Galal S, Go C., Lai P., Kaur K., Fazel Z., Patel RA, Woelfel J., Carr-Lopez S. "Assessing Student Proficiency and Confidence in Providing Medicare Part D Assistance" American Association of Colleges of Pharmacy (AACP) Annual Meeting. Chicago, Illinois, July 2013.

2013 Galal S., Carr-Lopez S., Younan E., Hajian NN, Fu JL., Patel RA, Woelfel J., Gundersen B. "Student Leadership in Action: Organization and Delivery of Community Outreach Events" American Association of Colleges of Pharmacy (AACP) Annual Meeting. Chicago, Illinois, July 2013.

2013 Galal S., Carr-Lopez S., Hajian N., Fu J., Younan E., Patel RA, Woelfel J., Gundersen B. "Closing the Loop: Evaluation of a Community Comprehensive Health Outreach Program" American Association of Colleges of Pharmacy (AACP) Annual Meeting. Chicago, Illinois, July 2013.

2013 Carr-Lopez SM, Patel RA, Minnema R, Changela R, Woelfel JA, Galal SM. "The Effect of Age on General Cardiovascular Risk Profiles Comparing Laboratory-Based and Non-Laboratory Based Predictors." American Society of Hypertension. San Francisco, CA, May 2013.

2013 Carr-Lopez SM, Patel RA, Walberg MP, Woelfel JA, Galal SM. "The Use of ASH Recommended Combination Therapy for the Treatment of Hypertension in an Ambulatory Medicare Population." American Society of Hypertension. San Francisco, CA, May 2013.

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2013 *Patel RA, Cheung M. "Impact and Opportunities of a Medicare Part D Community Outreach Program." Academy of Managed Care Pharmacy. San Diego, CA, April 2013.*

2013 Malewski M, Patel RA, DeGuire N. "Public Opinion on Prescription Pricing and Its Impact on Patient Care." American Pharmacists Association Annual Meeting. Los Angeles, CA, March 2013.

2012 Yano E, Carr-Lopez S, Patel RA, Minnema R, Changela R, Rahan N. "Comparing General Cardiovascular Risk Profiles Using Laboratory-Based and Non-Laboratory Based Predictors in a Senior Medicare Population." ASHP Annual Meeting. Las Vegas, Nevada, Dec 2012.

2012 Jiang XW, Kurtz A, Patel RA, Woelfel JA, Noda Y, Pharm K. " Examining the Relationship Between Asthma Control Test Scores and Exhaled Nitric Oxide Level in an Elderly Population with Respiratory Disease." ASCP Annual Meeting. National Harbor, MD, Nov 2012.

2012 Woelfel JA, Patel RA, Lee H, Chu S, Ranson C, Patel B, Italia U, Walberg MP, Carr-Lopez S, Galal S. "Beneficiaries Knowledge, Attitudes, and Perceptions of the Medicare Part D Benefit." ASCP Annual Meeting. National Harbor, MD, Nov 2012.

2012 Walberg MP, Galal S, Domer K, Jeffcoach S, Chen S, Eng B, Hobby A, Patel RA, Carr-Lopez S, Woelfel JA. "Health Status and Utilization of Services by Medicare Beneficiaries." ASCP Annual Meeting. National Harbor, MD, Nov 2012.

2012 Walberg MP, Galal S, Chen S, Eng B, Hobby A, Domer K, Jeffcoach S, Patel RA, Carr-Lopez S, Woelfel JA. "Compliance with Osteoporosis Prevention and Treatment Guidelines in an Ambulatory Medicare Population: Can Pharmacists add the Critical Mass?" ASCP Annual Meeting. National Harbor, MD, Nov 2012.

2012 Carr-Lopez SM, Woelfel J, Rahan N, Rodriguez J, Hoang D, Nicolas M, Shioji M, Patel RA, Walberg M, Galal SM. "Medication Therapy Management in a Medicare Beneficiary Population: Effectiveness of Student Pharmacist Providers." ASCP Annual Meeting. National Harbor, MD, Nov 2012.

2012 *Patel RA, Walberg MP, McElroy N, Mallya A, Kim A, Mai Y, Seo J, Woelfel J, Carr-Lopez S, Galal S. "Medicare Part D Plan Optimization: The Need for an Annual Check-Up." American Public Health Association Annual Meeting. San Francisco CA, November 2012.*

2012 Woelfel J, Patel RA, Ranson C, Patel B, Italia U, Lee H, Chu S, Walberg M, Carr-Lopez S, Galal S. Health Status Evaluation of Medicare Beneficiaries. American Public Health Association Annual Meeting, San Francisco CA, November 2012.

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2012 Patel RA, Walberg M, Kim A, Mai Y, Seo J, McElroy N, Mallya A, Woelfel J, Carr-Lopez S, Galal S. Predicting Drug Cost Under the Medicare Part D Benefit. American Public Health Association Annual Meeting, San Francisco CA, November 2012.

2012 Walberg M, Patel RA. Achievement of Healthy People 2020 Influenza Vaccination Goals in a Healthcare Professional University Program. American Public Health Association Annual Meeting, San Francisco CA, November 2012

2012 *Patel RA, Carr-Lopez SM, Woelfel J. "Developing Leaders: Incorporating a Comprehensive, Student-Initiated Practice Model into the Curriculum." American Association of Colleges of Pharmacy (AACP) Annual Meeting. Kissimmee, Florida, July 2012.*

2012 Patel RA, Galal S., Carr-Lopez SM., Gomez S., Duong V., Mizoshiri C., Ujihara L., Tran T., Woelfel J., Walberg M. "Assessment of Students' Knowledge and Confidence with Medicare Part D and Immunizations." American Association of Colleges of Pharmacy (AACP) Annual Meeting. Kissimmee, Florida, July 2012.

2012 Galal S., Carr-Lopez S., Gomez S., Duong V., Mizoshiri C., Ujihara L., Tran T., Patel RA, Woelfel J., Walberg M. "STAR Model: A Collaborative Approach to Combining *S*ervice, *T*eaching *A*nd *R*esearch." American Association of Colleges of Pharmacy (AACP) Annual Meeting. Kissimmee, Florida, July 2012.

2012 Carr-Lopez SM, Woelfel J, Shioji M, Nicolas M, Hoang D, Rodriguez J, Rahan N , Patel RA, Walberg M, Galal SM. "Healthcare Passport: A Comprehensive Community Outreach Model for Medicare Beneficiaries." American Association of Colleges of Pharmacy (AACP) Annual Meeting. Kissimmee, Florida, July 2012.

2011 *Patel RA, Carr-Lopez SM, Walberg MP, Woelfel JA. "A Comprehensive Practice Model to Improve Clinical and Economic Outcomes and Add Value to MTM for Medicare Beneficiaries." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.*

2011 Patel RA, Nesseth KN, Blalock SJ, Woelfel JA, Walberg MP, Uchizono JA. "Cluster Analysis of Medicare Part D Stand-Alone Prescription Drug Plans." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

2011 Patel RA, Nesseth KN, Walberg MP, Woelfel JA. "Formulary Differences across Medicare Part D Stand-Alone Prescription Drug Plans." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

2011 Hsin J, Patel RA, Huynh H, Hobby A, Du N, Woelfel JA, Walberg MP. "Differences in Identification of Medication Related Issues in Medicare Beneficiaries as a Function of Previous Receipt of Medication Therapy Management Services." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

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2011 Patel RA, Woelfel JA, Huey T, Patel UM, Walberg MP, Galal SM, Carr-Lopez SM, Chan EK. "Quality-of-Life Assessment of an Ambulatory Population of Medicare Beneficiaries." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

2011 Woelfel JA, Norton L, Patel RA, Walberg MP. "Use of a Computerized Clinical Tool to Facilitate Improvements in Active Learning and Patient Problem Determination in a Practice-based Geriatrics Course." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

2011 Patel RA, Walberg MP, Rummel AE, Tan AE, Tong EK, Carr-Lopez SM, Woelfel JA, Galal SM, Chan EK. "Cost Variability of Therapeutic Equivalents under the Medicare Part D Benefit." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

2011 Woelfel JA, Carr-Lopez SM, Delos Santos M, Bui A, Patel RA, Walberg MP, Galal SM, Chan EK. "Evaluating the Willingness-To-Pay of Medicare Beneficiaries for Medication Therapy Management Services." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

2011 Carr-Lopez SM, Walberg MP, Chang D, Chau TJ, Highsmith KN, Lawrence OR, Patel RA, , Woelfel JA, Galal SM, Chan EK. "The Use of Recommended Therapy for the Treatment of Hypertension in an Ambulatory Medicare Population." ASCP Annual Meeting and Exhibition. Phoenix, Arizona, November 2011.

2011 *Walberg MP, Patel RA, Valle Oseguera C, Ogino T, Kwan ND, Woelfel JA, Carr-Lopez SM, Tien P, Chan EK, Galal SM, Uchizono JA. "Selection and Cost Savings of Part D Plans by Medicare Beneficiaries" 139th American Public Health Association Annual Meeting. Washington D.C., October 2011.*

2011 Galal SM, Patel RA, Phou C, Thai H, Walberg MP, Tien P, Ashfaq S, Woelfel JA, Carr-Lopez SM, Chan EK. "The A, B, C's of Part D: Changes in Pharmacy Students' Attitudes, Beliefs, and Competency about Medicare Part D through Didactic and Experiential Education." American Association of Colleges of Pharmacy (AACP) Annual Meeting, San Antonio, TX. July 2011.

2011 *Patel RA, Walberg M, Na J, Hsiou D, Panchal V, Woelfel JA, Galal SM, Carr-Lopez SM, Chan EK. "Evaluating the Willingness-To-Pay of Medicare Beneficiaries for Part D Plan Assistance." International Society of Pharmacoeconomics and Outcomes Research 16th Annual International Meeting. Baltimore, Maryland. May 2011.*

2011 Patel RA, Kim MJ, Walberg MP, Woelfel JA. "Evaluating Drug Cost And Restriction Process Of Commonly Used Prescription Drugs Under Each 2011 California Stand-Alone

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Medicare Part D Plan." International Society of Pharmacoeconomics and Outcomes Research 16th Annual International Meeting. Baltimore, Maryland. May 2011.

2010 Patel RA, Walberg MP, Woelfel J, Amaral M, Varu PN. "Random Assignment of Medicare Beneficiaries to a Part D Plan: Medicare Part D Roulette?" American Society of Consultant Pharmacists 41st Annual Meeting and Exhibition, Orlando, Florida. November 2010.

2010 Patel RA, Woelfel J, Walberg MP, Popelar B, Trinh E, et al. "Evaluating Potentially Inappropriate Medication Use by an Ambulatory Medicare Population." American Society of Consultant Pharmacists 41st Annual Meeting and Exhibition, Orlando, Florida. November 2010.

2010 Walberg MP, Baker N, Uchizono JA, Woelfel J, and Patel RA. "Differences in California Medicare Part D Prescription Drug Plan Cost Parameters from 2007 to 2009." American Society of Consultant Pharmacists 41st Annual Meeting and Exhibition, Orlando, Florida. November 2010.

2010 Woelfel JA, Patel RA, Walberg MP, Galal SM and Boyce EG. "*I*ncorporating Pharmacy Practice Experiential Education and Community Outreach in Senior Care into the Curriculum." 2010 American Association Colleges of Pharmacy Annual Meeting and Seminars, Seattle, Washington. July 2010.

2009 Stebbins MR, Patel RA, Cutler TW, Smith AR, Shimomura S, Patel V, Tsunoda SM, Yamzon JM, Mirzaian E, and Lipton HL. "Targeted Community Outreach Reduces Out-of-pocket Prescription Drug Costs of Medicare Part D Beneficiaries." International Society of Pharmacoeconomics and Outcomes Research, 14th Annual Meeting, Orlando, Florida. May 2009.

2009 *Walberg MA, Patel RA. "The Price of Contentment: The Opportunity Costs of Failing to Annually Reassess Medicare Part D Stand-alone Prescription Drug Plan Offerings. American Pharmacists Association Annual Meeting and Exposition, San Antonio, TX. April 2009.*

2009 Woelfel JA, Patel RA, Boyce EG, Carr-Lopez S, and Walberg MP. "Incorporating Early Student Experience and Outreach in Senior Care into the Curriculum." 2009 American Association Colleges of Pharmacy Annual Meeting and Seminars, Boston, Massachusetts. July 2009.

The Mobile Medicare Clinics have also been recognized by the following entities:

- ✓ University of the Pacific (2015)- Hoefer Prize for Leadership in Experiential Education
- ✓ American Association of Colleges of Pharmacy (2015) Student Community Engaged Service Award

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- ✓ Red Cross (2015)- Spirit of the Red Cross- Civic Hero
- ✓ American Public Health Association/Archstone Foundation Award (2014) for Excellence in Program Education
- ✓ AACP (2014) Award of Excellence in Experiential Education

2. *Program Design*

Describe the program design and implementation strategies you will use that will adequately and effectively serve the targeted population and the goals for service delivery.

Describe the purpose of the program and identify focal points and how services will be incorporated in those areas. Include the number of participants, units of service, and/or other relevant characteristics where applicable.

Address how your program will contribute to a coordinated Community Based System of Care (CBSC) such as information sharing, planning, and coordinating care with other agencies and/or partners.

Our student-led community service program, Healthy Seniors, has several purposes including that seniors: 1) understand the importance of adhering with their recommended treatment plans, 2) avoid medication misuse, 3) recognize, report and manage common side effects, 4) prevent medication errors and potentially dangerous interactions with other medications and 5) feel more confident in safely using medications.

A personalized intervention session will occur between a set of student pharmacists and each patient. Each student pharmacist will have a laptop with internet access, medical reference and drug information software, and access to web-based clinical tools (including the HomeMeds program). We bring multiple network wireless cards (password-protected) to provide students pharmacists/pharmacists internet access to each clinic site to support delivered interventions. We expect to serve 869 seniors during the grant period by providing medication therapy

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management services with HomeMeds being a foundational piece of each provided intervention.

Professional school pharmacy student-licensed interns will provide interventional services (e.g., HomeMeds) under the direct supervision of licensed pharmacists, including School of Pharmacy faculty. All student interns must complete elective coursework and/or competency based-testing for our program prior to their provision of interventional services to Clinic participants.

Patients will be assisted with personalized intervention, education, and risk-reduction strategies. Patient handouts about medication findings will be provided. The participant's prescriber (e.g., primary care physician) will be contacted when severe medication-related problems are found. Patients will also be provided a personalized medication record in their preferred language and with adjustable font size. All provided services will assure patient privacy and protection of personal information under HIPAA guidelines.

Services will be provided in multiple locations in multiple cities throughout San Joaquin County.

3. Outcomes

Describe how the organization will evaluate program strategies that have measureable outcomes to determine the effectiveness of the program. Link an outcome with a tool for measuring that outcome.

Estimate the unduplicated number of seniors to be served in the geographical area to be served. Include a sample "Satisfaction Survey" which will be used as a method to determine client satisfaction of services provided.

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Program and service outcomes are best defined by the results presented in the ***Qualifications and Experience*** section. We will identify the number of seniors that are provided services through the HomeMeds program, collection information about their medication, chronic conditions, health concerns/perceptions and interventional outcomes. The interventional outcomes will be measured by a combination of the following: collection on the types and frequency of medication-related problems identified, the number of prescriber communication forms initiated and patient satisfaction surveys.

We expect to serve 869 unique seniors during the grant period at one of our Mobile Medicare Clinics and/or through appointments. At the end of each patient encounter, a Patient Satisfaction Survey will be provided to each patient to solicit their input:

1. **Which of the following services did you take advantage of at the Medicare event you attended? Please indicate your level of satisfaction with each service that was provided. *(Check the box ☐ that corresponds to how satisfied you were for each service you received.)***

Please mark (☑) the service(s) utilized	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
					
Medication (Drug) Review					

2. **How satisfied were you with the overall performance of the University of the Pacific student pharmacists that provided services to you?**

Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
☐	☐	☐	☐	☐
				

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3. How likely are you to attend a Medicare outreach event of ours next year?

Very Likely	Likely	Not Sure	Unlikely	Very Unlikely
☐	☐	☐	☐	☐
				

4. How satisfied were you with your overall experience at the Medicare event you attended?

Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
☐	☐	☐	☐	☐
				

4. Staffing

Describe the configuration for this project. Include information on the types of activities to be provided, by whom, and at what intervals. Clearly describe who will be responsible for what portions of the program.

Describe the extent to which the staff qualifications are adequate and appropriate for effective service delivery.

Provide a start-up plan with a time frame for services to begin if you do not currently provide this program. (N/A)

Staffing of the program and services rendered include a program director(s) [principal investigator(s) (PI)], pharmacist faculty staff, project manager, volunteer licensed pharmacists (~60-80), ~400 licensed intern pharmacists and ~20 other health professional students (e.g., PA

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or NP students), the latter will be providing services not directly supported by this grant. The program director will work closely with the rest of the administrative team (faculty and project manager) to coordinate all Clinic logistics, that the program is delivered to various groups within the county, make presentations to community members and ensure training and oversee student-pharmacist delivered interventions, and to manage all program related details. The interventions will be provided by trained health professional students and will be overseen by volunteer licensed pharmacists. Additionally, the Office of Sponsored Programs Account and Report Manager provides fiscal accounting, audits and reporting to the Human Service Agency.

The Program Director for purposes of the grant is the creator of the Clinics and the Mobile Medicare Clinics in this county, the first of its kind. He has overseen the Clinics since their inception in 2007 and has been instrumental in providing the direction and growth of the program. He is a licensed pharmacist, recruits all licensed pharmacist volunteers, and has created safeguards (e.g., stepwise approach to be used by trained student pharmacists), mandatory pharmacist sign-off to ensure effective and appropriate service delivery, and leads the intervention efforts. All other program faculty are licensed pharmacist faculty who collectively have been involved in the Medicare program for years and the Project Manager has provided administrative support for the program for each of the last 5 years.

5. Project Management

Describe the extent to which the proposal provides for adequate management, supervision and infrastructure resources to ensure effective service delivery, sound fiscal oversight and to be accurate/timely.

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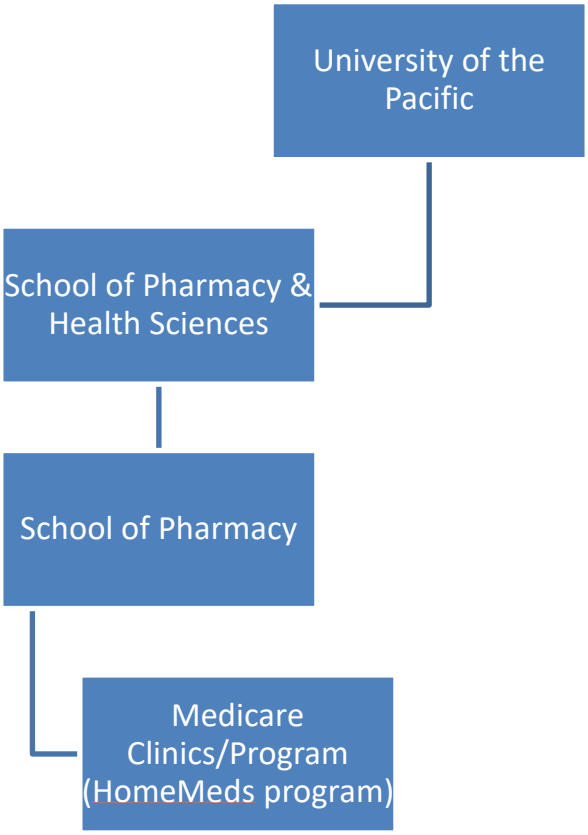
Include an organizational chart in the Appendix showing the relationship of the lead agency to the program and, if applicable, the lead agency to its partners.



Program and Service Scheduling

Community organizations, agencies, senior centers, places of worship, multi-level retirement communities are called and provided information about the Clinics services offered. Most partner sites have worked closely with us for 5+ years with several being host sites since our inception in 2007. Based on their calendar, Clinic events are scheduled. A site specific advertising flyer is provided to each site (and available in multiple languages) to help spread the word throughout the community. In addition a tri-fold with all county-wide events is also created. We maintain an ongoing calendar of all upcoming programs.

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In 2018, the San Joaquin County Public Health Department included the Mobile Medicare Clinic marketing and advertising in their federally funded grant: “Lifetime of Wellness,” from the Centers for Disease Control (CDC).

Program and Service Delivery

Program service providers include a program director(s) [principal investigator(s) (PI)], pharmacist faculty staff, project manager, volunteer licensed pharmacists (~60-80), ~400 licensed intern pharmacists and ~20 other health professional students (e.g, PA or NP students).

Program Fiscal Policy and Reporting

All patients or senior caregivers are required to sign a participation log or service forms or provide verbal consent documenting their consent to receive services. The Human Service Agency, Units of Service Reporting Form is completed each month with the number of patients (clients) served based on the client participation. Staff and volunteer hours are tracked and reported each month (using the form designed by the Human Service Agency) and all pharmacist and student intern hours are recorded and reported on a time-log specific to each outreach event. These are summarized and reported. Invoices and all expenses are recorded and reported to the University Finance Department. Electronic entries are recorded and reported to be reconciled with hardcopies (non-electronic) copies of expenses by the Finance Department.

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All expenses are collected each month and entered into a spreadsheet. Copies of the expenses and the spreadsheet are sent to the University of the Pacific, Finance Department, each month for auditing and grant billing. The Office of Sponsored Programs Account and Report Manager provides fiscal accounting, audits and reporting to the Human Service Agency.

6. Cost Effectiveness

Describe the extent to which the proposed budget is demonstrably cost effective, relative to the number and characteristics of the client population to be served.

The cost effectiveness is best measured by the number of patients (clients) served relative to the total program costs. We expect to assist 869 clients through the grant whose funds total $44,685. As such, we expect the grant cost per Patient Served (unit) will be $51.42. We expect the overwhelming majority of clients to be Medicare beneficiaries who are age-eligible (65+ years of age). If past patients served are any indication then we again expect ~1/5 will be living at/below 150% of the Federal Poverty Line (e.g., Medi-Cal or Low-income subsidy), and an equivalent percentage will be from a racial/ethnic minority group.

7. Grievance Procedure

Describe your agency's written grievance procedure to be used by program participants.

Below is a copy of our grievance policy to be used by program participants.

GRIEVANCE & COMPLAINT PROCEDURE-
Medicare Program at University of the Pacific School of Pharmacy & Health Sciences

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This procedure is established for the disposition of complaints by older individuals or persons authorized to act on behalf of older individuals and attendees against the Medicare program and employees or volunteers of the Medicare Program at the University of the Pacific Pharmacy School. The Process for Filing for a Grievance Review is as follows:

1. Complaints should be in written form and addressed to the Director of the Medicare Program. The complaint must give the name, address, and telephone number of the complainant; the type of service and provider involved; names of individuals involved; issues of concern or dispute, date and times of occurrence and names of witnesses. If a complainant cannot submit a written complaint, a verbal complaint may be taken with all the same information included. A written complaint will then be made by the staff, and the complainant must sign it. Verbal or written complaints are confidential to protect client's privacy.

2. The informal administrative review will commence within fourteen (14) days of complaint and will be concluded within thirty (30) days. The review will include an attempt to informally resolve the issues with the parties involved.

3. A written report, in the form of a letter, will be sent to all parties setting out the results of the review, the process which will be put in place to ensure compliance with any agreements reached during the informal review, and complainant's right to an appeal to the hearing panel if dissatisfied with the results of the review.

4. If the complainant is dissatisfied with the findings, then the complainant may appeal the decision to the San Joaquin County Department of Aging within thirty days. Appeals should be made in writing and addressed to: Area Agency on Aging (AAA) DIRECTOR, San Joaquin County Department of Aging and Community Services, P. O. Box 20105 Stockton, CA 95201

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BUDGET SUMMARY

Contractor: University of the Pacific, School of Pharmacy
Program: Healthy Seniors of San Joaquin County
Budget Period: July 1, 2019- June 30, 2020
Contract Number:

Date Submitted:

☐ Original
☑ Amendment & Reason

COST CATEGORY	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
DIRECT PROGRAM SALARIES & BENEFITS										
Program Cash Salaries (fr. Sheet #1)	$ 22,351	$ 22,351	$ 22,351	$ -	$ -			$ -	$ -	$ -
Program Cash Benefits (fr. Sheet #2)	$ 3,945	$ 3,945	$ 3,945	$ -	$ -			$ -	$ -	$ -
Program Admin Cash Salaries (fr. Sheet #1)	$ 2,378	$ 2,378	$ 2,378	$ -	$ -			$ -	$ -	$ -
Program Admin Cash Benefits (fr. Sheet #2)	$ 419	$ 419	$ 419	$ -	$ -			$ -	$ -	$ -
Program In-Kind Volunteers (fr. Sheet #3)	$ -	$ 171,665				$ 171,665				
Admin In-Kind Volunteers (fr. Sheet #3)	$ -	$ -				$ -				
TOTAL PROGRAM SALARIES & BENEFITS	***$ 29,093***	***$ 200,758***	***$ 29,093***	***$ -***	***$ -***	***$ 171,665***	***$ -***	***$ -***	***$ -***	***$ -***

DIRECT PROGRAM COSTS (Itemize)	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
	$ -	$ -								
HomeMeds-License & Support	$ 5,000	$ 5,000	$ 5,000							
Envelopes and postage	$ 500	$ 500	$ 500							
Printing (flyers, tri-folds, health care passport, ha	$ 1,500	$ 1,500	$ 1,500							
Food	$ -	$ 1,280							$ 1,280	
Advertising	$ 2,064	$ 6,784	$ 2,064					$ 4,720		
Consultant	$ -	$ 1,250				$ 1,250				
Supplies (Office supplies, folders, shredder etc.)	$ 1,250	$ 1,250	$ 1,250							
Phone & Communication Costs (MiFi Service Co	$ 2,000	$ 2,000	$ 2,000							
PocketTalker 2.0 (20 units)	$ 4,613	$ 4,613	$ 4,613							
Lenovo USB-C Laptop Power Bank (20 units)	$ 1,400	$ 1,400	$ 1,400							
Shredder	$ 210	$ 210	$ 210							
Drug TakeAway Bags (250)	$ 2,507	$ 2,507	$ 2,507							
		$ -								
Excluded from MTDC Subtotal										
Office Equipment Lease	$ -	$ -								
Equipment	$ -	$ -								
Rent: *Specify # Sq Ft _____; Sq Ft Rate _____*	$ -	$ 3,397				$ 3,397				
Other (describe):	$ -	$ -								
TOTAL DIRECT PROGRAM COSTS	***$ 21,044***	***$ 31,691***	***$ 21,044***	***$ -***	***$ -***	***$ 4,647***	***$ -***	***$ 4,720***	***$ 1,280***	***$ -***
MTDC Subtotal of Grant (excluding non-match)		$ 54,857								

INDIRECT COSTS

ITEMIZED	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
General Printing & Duplicating	$ -	$ -								
General Postage & Delivery	$ -	$ -								
Federal Audit	$ -	$ -								
Other (describe):	$ -	$ -								
Other (describe): Flat Rate of 10% of MTDC	$ 5,014	$ 5,014	$ 5,014							
TOTAL INDIRECT COSTS	***$ 5,014***	***$ 5,014***	***$ 5,014***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***

INDIRECT COST RATE (% OF INDIRECT COSTS TO MTDC) 9.14%

(If your agency has a State- or Federally-approved indirect cost rate, please submit it with your budget. 10% maximum indirect is authorized under 2 CFR 200 as it applies to subrecipients of federal awards.)

	TOTAL GRANT FUNDS	PROGRAM TOTAL	FEDERAL FUNDS	STATE FUNDS	SPECIAL LOCAL AAA FUNDS	IN-KIND MATCH	IN-KIND NON-MATCH	CASH MATCH	CASH NON-MATCH	PROGRAM INCOME
GRAND TOTAL	$ 55,151	$ 237,463	$ 55,151	$ -	$ -	$ 176,312	$ -	$ 4,720	$ 1,280	$ -

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 1: Cash Salaries

Contractor: University of the Pacific, School of Pharmacy ☐ Original

Program: Healthy Seniors of San Joaquin County ☐ Amendment & Reason 0

DIRECT PROGRAM STAFF SALARIES (CASH)	STAFF INFORMATION							ALLOCATION OF FUNDS						
POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
Primary Program Director (R.Patel)	1.00	2,080	$ 67.16	$ 139,693	$ 139,693	10.0%	13,969	$ 13,969						$ 13,9
Program Faculty (C. Ranson, E. Rogan & N. Prasad)	3.00	2,080	$ 67.16	$ 139,693	$ 419,079	2.0%	8,382	$ 8,382						$ 8,3
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
				$ -	$ -		-							$ -
TOTAL PROGRAM STAFF SALARIES								$ 22,351	$ -	$ -	$ -	$ -	$ -	$ 22,3

PROGRAM ADMIN STAFF SALARIES (CASH)	STAFF INFORMATION							ALLOCATION OF FUNDS						
POSITION TITLE - Name(s) of Employee (if less than 3 per position title)	NUMBER OF POSITIONS	ANNUAL HOURS PER PERSON	HOURLY RATE	ANNUAL SALARY PER PERSON	TOTAL SALARIES PAID (annual salary x # of Positions)	% OF TIME ALLOCATED TO PROGRAM	TOTAL COST	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN TI PROGRAM
Project Manager (L. Selvidge)	1.00	1,950	$ 19.51	$ 38,045	$ 38,045	6.25%	$ 2,378	$ 2,378						$ 2,3
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
				$ -	$ -		$ -							$ -
TOTAL ADMINISTRATIVE STAFF SALARIES								$ 2,378	$ -	$ -	$ -	$ -	$ -	$ 2,3

TOTAL ADMIN AND PROGRAM SALARY COSTS	$ 24,729	$ -	$ -	$ -	$ -	$ -	$ 24,7

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 2: Cash Benefits

Contractor: University of the Pacific, School of Pharmacy

Program: Healthy Seniors of San Joaquin County

☐ Original

☐ Amendment & Reason 0

	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL DIRECT PROGRAM SALARIES
PROGRAM SALARIES FROM SECTION 1: Cash Salaries	$ 22,351	$ -	$ -	$ -	$ -	$ -	$ 22,351

PROGRAM STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR PROGRAM BENEFIT	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☑ All ☐ Certain Positions		6.20%	$ 1,386	$ 1,386	$ -	$ -	$ -	$ -	$ -	$ 1,386
Social Security - Medicare	☑ All ☐ Certain Positions		1.45%	$ 324	$ 324	$ -	$ -	$ -	$ -	$ -	$ 324
Unemployment Insurance	☑ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Workers Compensation	☑ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Retirement	☑ All ☐ Certain Positions		10.00%	$ 2,235	$ 2,235	$ -	$ -	$ -	$ -	$ -	$ 2,235
Health Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dental Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vision Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Life Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL PROGRAM STAFF BENEFITS		$ 3,945	$ 3,945	$ -	$ -	$ -	$ -	$ -	$ 3,945

	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL ADMIN SALARIES
PROGRAM ADMIN SALARIES FROM SECTION 1: Cash Salaries	$ 2,378	$ -	$ -	$ -	$ -	$ -	$ 2,378

ADMIN STAFF BENEFITS	ELIGIBLE EMPLOYEES	COMMENTS (Specify which positions are eligible for benefit and annual pay period amt if it is only certain positions.)	% RATE PER CASH EMPLOYEE	TOTAL COST FOR ADMIN BENEFITS	FEDERAL GRANT AMOUNT	STATE GRANT AMOUNT	SPECIAL LOCAL AAA FUNDS	CASH MATCH AMOUNT	CASH NON-MATCH AMOUNT	PROGRAM INCOME AMOUNT	TOTAL AMOUNT SPENT IN THE PROGRAM
Social Security	☑ All ☐ Certain Positions		6.20%	$ 147	$ 147	$ -	$ -	$ -	$ -	$ -	$ 147
Social Security - Medicare	☑ All ☐ Certain Positions		1.45%	$ 34	$ 34	$ -	$ -	$ -	$ -	$ -	$ 34
Unemployment Insurance	☑ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Workers Compensation	☑ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Retirement	☑ All ☐ Certain Positions		10.00%	$ 238	$ 238	$ -	$ -	$ -	$ -	$ -	$ 238
Health Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dental Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vision Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Life Insurance	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cafeteria (specify):	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (specify):	☐ All ☐ Certain Positions			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL ADMIN STAFF BENEFITS		$ 419	$ 419	$ -	$ -	$ -	$ -	$ -	$ 419

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 3: In-Kind Salaries, Benefits, and Other In-Kind

Contractor: University of the Pacific, School of Pharmacy

Program: Healthy Seniors of San Joaquin County

☐ Original

☐ Amendment & Reason 0

IN-KIND VOLUNTEER SALARIES

COMPARABLE TITLE & TYPE OF ACTIVITIES	NUMBER OF POSITIONS	ANNUAL HOURS PER VOLUNTEER	IN-KIND HOURLY RATE	TOTAL IN-KIND WAGES	VOLUNTEER TIME ALLOCATION: % OF TIME SPENT ON DIRECT PROGRAM ACTIVITIES	VOLUNTEER TIME ALLOCATION: % OF TIME ON INDIRECT, GENERAL, or ADMIN ACTIVITIES	VOLUNTEER TIME ALLOCATION: TOTAL VOLUNTEER TIME (must add to 100%)	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: PROGRAM ADMIN IN-KIND MATCH	PROGRAM / PRGM ADMIN IN-KIND MATCH: TOTAL IN-KIND WAGES
Student Intern Pharmacists	400.00	12	$ 20.00	$ 96,000	100%		100%	$ 96,000	$ -	$ 96,000
Pharmacists Preceptors	70.00	13.5	$ 67.16	$ 63,466	100%		100%	$ 63,466	$ -	$ 63,466
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
				$ -			0%	$ -	$ -	$ -
		TOTAL IN-KIND SALARIES		159,466				$ 159,466	$ -	$ 159,466

IN-KIND BENEFITS (would have been paid if not volunteer staff)

BENEFIT TYPE	BENEFIT RATE	TOTAL IN-KIND BENEFITS	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND BENEFITS
Social Security	6.20%	9,887	$ 9,887	$ -	$ 9,887
Medicare	1.45%	2,312	$ 2,312	$ -	$ 2,312
	TOTAL IN-KIND BENEFITS	12,199	$ 12,199	$ -	$ 12,199

OTHER IN-KIND

DONATED ITEM OR OBJECT (NON-CASH)	ANNUAL CASH VALUE	SOURCE (City of____, donation from public, etc.)	USAGE ALLOCATION: % OF USAGE FOR DIRECT PROGRAM ACTIVITIES	USAGE ALLOCATION: % USAGE FOR PROGRAM ADMIN ACTIVITIES	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL OTHER IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHER IN-KIND NON-MATCH
Site Rental Use	$ 3,397	Donated by Sites	100%		$ 3,397		$ 3,397			$ -
Consultant (Data Analysis)	$ 1,250	Donated by Faculty	100%		$ 1,250		$ 1,250			$ -
							$ -			$ -
							$ -			$ -
							$ -			$ -
							$ -			$ -
	$ 4,647				$ 4,647	$ -	$ 4,647	$ -	$ -	$ -

	PROGRAM IN-KIND MATCH	PROGRAM ADMIN IN-KIND MATCH	TOTAL IN-KIND MATCH	PROGRAM IN-KIND NON-MATCH	PRGM ADMIN IN-KIND NON-MATCH	TOTAL OTHE IN-KIND NON MATCH
TOTAL OF ALL IN-KIND MATCH (must match totals on Budget Summary Page)	**$ 176,312**	**$ -**	**$ 176,312**	**$ -**	**$ -**	**$ -**
Total from Summary Page (should match line above)	$ 176,312	$ -	$ 176,312	$ -	$ -	$ -

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 4: Program Income, Cash Match, Cash Non-Match

Contractor: University of the Pacific, School of Pharmacy

Program: Healthy Seniors of San Joaquin County

☐ Original

☐ Amendment & Reason 0

PROGRAM INCOME	AMOUNT
Estimated income from client services (donated cash per AAA service)	
Client Fees	
Income from usage or rental fees of property acquired with grant funds	
Royalties received on patents and copyrights from contract supported activities	
Proceeds from the sale of goods created under CDA grant funds	
Other (specify):	
Total (must match summary page)	**$ -**
Amount of Program Income on Summary Page	*$ -*

CASH NON-MATCH	AMOUNT
Interest earned from grant funds	
Fee abatements	
Proceeds from sale of AAA grant property	
Other Federal non-AAA grant funds (specify):	
Food	$ 1,280
Total (must match summary page)	**$ 1,280**
Amount of Cash Non-Match on Summary Page	*$ 1,280*

CASH MATCH	AMOUNT
Your agency's cash contribution to the program	$ 4,720
Fundraisers	
General Agency Cash Donations (not associated with receiving an AAA service)	
Other (specify):	
Total (must match summary page)	**$ 4,720**
Amount of Cash Match on Summary Page	*$ 4,720*

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

SECTION 5: Schedule Of Property/Equipment To Be Purchased

Contractor: University of the Pacific, School of Pharmacy

Program: Healthy Seniors of San Joaquin County

☐ Original

☐ Amendment & Reason 0

Property / Equipment Description	Purpose/Justification *	IIIB Supportive Services	III B %	III D Disease Prev	III D %	III E Family Caregiver	III E %	TOTAL Equipment
Property / Equipment with per unit purchase price between $500 and $4,999:								
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Equipment with per unit purchase price between $500 and $4,999		$ -		$ -		$ -		$ -
Property / Equipment with per unit purchase price of $5,000 or more:								
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Equipment with per unit purchase price of $5,000 or more		$ -		$ -		$ -		$ -
Total Property / Equipment		$ -		$ -		$ -		$ -

*** Property/Equipment with a per unit price of $500 or more requires CDA approval. Describe use and need - Property must be reasonable and necessary to program operation.**

If allocating equipment to more than one program, please indicate the percent applied to each program in columns above and describe the basis for the allocation to each program here

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract

EXHIBIT "CC"

SCOPE OF CONTRACTOR'S SERVICES

1. Notwithstanding CONTRACTOR's proposal marked as "Exhibit AA", and pursuant to the Request for Proposal (RFP) condition that the COUNTY may negotiate modifications or revisions to the selected proposal to ensure program requirements, CONTRACTOR shall implement and administer Medication Management Services project during the term of this Agreement, as set forth below.

2. CONTRACTOR will meet the standards in each of the areas listed below, as further described in the Project proposal, set forth in Exhibit "AA":

   - Population to be Served (described in more detail below).
   - Type of Program/Service to be Provided.
   - Outcomes to be Achieved (units of service):
     - Medication Management Services – 869 units to be served (unit: one contact)
   - Staffing.
   - Program Management.
   - Sustainability Plan.

For the purpose of the programs, population to be served is described in more detail as follows:

1. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:
      (i) Any older individual.
      (ii) The spouse of any older individual.
      (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
      (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:
   (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
   (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   (iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

3. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

4. **Older relative caregiver means a caregiver who is –**
   a. **Is age 55** or older; and
   b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
   c. In the case of a caregiver for a child --
      (i) is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
      (ii) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
      (iii) has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child **informally**
      (iv) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

3. CONTRACTOR shall maintain a written grievance process and ensure its visibility for program participants for reviewing and attempting to resolve complaints.

4. CONTRACTOR assures the provision of services to older individuals with greatest economic needs and older individuals with greatest social need, including the provision of services to low income minority individuals. Focal points within the community include the following agencies; Oak Park Senior Center, Lolly Hansen Senior Center, Manteca Senior Center, Ripon Senior Center, Jene Wah Inc, Hutchins Street Square, Boggs Tract Community Center, Garden Acres Community Center, Larch Clover Community Center, Lodi Community Center, Northeast Community Center, Taft Community Center, Thornton Community Center, Lathrop Senior Center, LOEL Center and Gardens, El Concilio, Stribley Community Center, and Van Buskirk Community Center.

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

5. CONTRACTOR shall submit yearly certification and documentation of the Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement and within 30 days of the start date of any new employee

6. CONTRACTOR agrees to submit and mail programmatic and fiscal **monthly/quarterly/yearly reports** to the COUNTY, in accordance with guidelines set forth by the COUNTY.

Programmatic Reports to:

Carmen Matty-Cervantes, Aging Programs Coordinator
Aging & Community Services Division
Department of Aging
P.O. Box 201056
Stockton, CA 95201

Fiscal Reports to:

San Joaquin County Human Services Agency
Aging & Community Services Division
P.O. Box 201056
Stockton, CA 95201

Attachment: Title III Subcontractor UOP Amendment 1 2019-20 (6030 : HSA - Title III Subcontract Amendments (4))

HSA HUMAN SERVICES AGENCY
SAN JOAQUIN COUNTY

CHRIS WOODS, Director

CalWORKs
CalFresh
Medi-Cal
Children's Services
Mary Graham Children's Shelter
First 5 San Joaquin
Aging and Community Services

P.O. Box 201056 **102 South San Joaquin Street** **Stockton, CA 95201-3006**

Tel (209) 468-1000
Fax (209) 468-1985

March 5, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Approval of Second Amendment to First 5 San Joaquin Children and Families Commission Agreement With Runyon Saltzman, Inc. to Utilize Unspent Funds From San Joaquin Treatment Education for Everyone on Teeth Health (SJ TEETH) and Raising Quality! Improve and Maximize Program so All Children Thrive (IMPACT) and Increase Total Funding From $513,328 to $638,328 Through June 30, 2020

RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

1. Approve the Second Amendment to the First 5 San Joaquin Children and Families Commission (Commission) Agreement with Runyon Saltzman, Inc. (RSE) to utilize unspent funds from SJ TEETH and Raising Quality! IMPACT and increase total funding from $513,328 to $638,328 through June 30, 2020; and

2. Authorize and direct the Chair of the Board to sign the Amendment.

REASON FOR RECOMMENDATIONS:

On October 31, 2018, the Commission accepted total funding of $5,524,429 from the California Department of Health Care Services for the Dental Transformation Initiative, Local Dental Pilot Program through Calendar Year (CY) 2020. The goals of this program, locally known as SJ TEETH, are to increase access and utilization of preventive dental care for children enrolled in Medi-Cal and promote continuity of care.

On June 11, 2019, your Board approved the Agreement with RSE for $463,328 from July 1, 2019 through June 30, 2020 (B-19-349). On August 27, 2019, your Board approved an Amendment with RSE to increase their funding to $513,328 from July 1, 2019 through June 30, 2020 (B-19-513).

On February 20, 2020, the Commission approved a second Amendment to the Agreement with RSE to increase funding from $513,328 to $638,328 from July 1, 2019 through June 30, 2020. The increase of $125,000 includes $75,000 in unspent SJ TEETH funds from CY 2019 and $50,000 in unspent Raising Quality! IMPACT funds from Fiscal Year (FY) 2019-2020.

The increase of $75,000 for SJ TEETH will allow for enhancements of the SJ TEETH website, marketing strategies to maximize campaign visibility through advertising such as bus signs, billboards, and signs at laundromats and/or supermarkets. RSE will also develop a child focused educational booklet with oral health messages for FY 2019-2020.

To date, accomplishments for SJ TEETH include:

- Development of videos including “Nothing Beats Water” and two “Success Stories” -- one on overcoming the fear of the dentist, and a second one involving a dentist providing a supportive visit for a child with special needs;
- “Nothing Beats Water” and “Success Stories” social media campaigns were launched on Facebook and Instagram which generated over 937,000 ad views and reached over 131,000 people;
- “Nothing Beats Water” and “Success Stories” videos were translated to Spanish and generated over 545,000 video plays;
- “Nothing Beats Water” and “Success Stories” radio ads were developed which ran on local English and Spanish radio stations;
- Printed Care Coordinator information flyer, SJ TEETH and fluoride brochures, and co-branded Smile California materials were developed;
- SJTEETH.org website received over 6,500 clicks through social media campaigns; and
- SJ TEETH website was updated to provide information in English and Spanish and Care Coordination and Community Partners pages were added to improve website use and make it more user friendly.

The increase of $50,000 for Raising Quality! IMPACT will allow for enhancements of the Raising Quality! IMPACT website and marketing strategies to maximize campaign visibility. This will be done through advertising such as the development of new printed materials and revision of existing quality child care and access marketing materials in order to reach grandparents that serve as caregivers of young children.

To date, accomplishments for Raising Quality! IMPACT include:

- Raising Quality! IMPACT website enhancements which included more family friendly language and a mapping feature that allows parents to search for quality child care based on zip codes and location;
- "Find Quality Child Care" social media campaign which generated 391,000 impressions, reached more than 46,000 people, and had over 1,800 clicks on the website;
- New parent brochure which included a checklist of quality items that parents can refer to when searching and choosing child care distributed to approximately 100 participating family childcare providers and child care sites;
- Child care guides developed and available in English and Spanish on the Raising Quality! IMPACT website and hard copy that outlined child development milestones, what to consider when looking for child care, resources, and helpful hints for infant, toddler and preschool aged children; and
- Paid social media campaign focused on the Child Care Guides, offered in both English and Spanish which generated 154,510 ad views and resulted in the Raising Quality! IMPACT Parent/Families page being reached 335 times.

FISCAL IMPACT:

Total Cost

The total funding amount of $638,328 has been included in the Commission's Fiscal Year 2019-2020 Budget.

Net County Cost

There is no Net County Cost.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Commission staff will provide a copy of the fully executed Amendment to Runyon Saltzman, Inc.

Sincerely,

Chris Woods, Director
Human Services Agency

Attachment(s)

cc: Monica Nino, County Administrator
Kim Johnson, Deputy County Counsel
Jay Wilverding, Auditor-Controller
Anthony Rocha, HSA Deputy Director Employment and Youth Services
Lani Schiff-Ross, Children and Families Program Coordinator
Children and Families Commission Members

Board of Supervisors Meeting – March 24, 2020

Reviewed by County Administrator's Office:

Jolena Ghorbis 3/9/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/9/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approval of Second Amendment to First 5 San Joaquin Children and Families Commission Agreement With Runyon Saltzman, Inc. to Utilize Unspent Funds From San Joaquin Treatment Education for Everyone on Teeth Health (SJ TEETH) and Raising Quality! Improve and Maximize Program so All Children Thrive (IMPACT) and Increase Total Funding From $513,328 to $638,328 Through June 30, 2020

THIS BOARD OF SUPERVISORS DOES HEREBY:

1. Approve the Second Amendment to the First 5 San Joaquin Children and Families Commission (Commission) Agreement with Runyon Saltzman, Inc. (RSE) to utilize unspent funds from SJ TEETH and Raising Quality! IMPACT and increase funding from $513,328 to $638,328 through June 30, 2020; and

2. Authorize and direct the Chair of the Board to sign the Amendment.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: BOARD ORDER [Revision 1] (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

AMENDMENT
AGREEMENT A-19-294

SAN JOAQUIN COUNTY
CHILDREN AND FAMILIES COMMISSION

DATE: March 24, 2020

PARTIES:

COUNTY:	County of San Joaquin a political subdivision of the State of California
ADDRESS:	P.O. Box 201056 Stockton, CA 95201
CONTRACTOR:	Runyon Saltzman, Inc.
ADDRESS:	2020 L Street, Suite 100 Sacramento, CA 95811

PROGRAM: Strategic Marketing & Communications Project

MODIFICATION: The parties agree to amend the Agreement A-19-294 entered into on August 27, 2019, as follows:

1. The amount of the Agreement shall be increased by $125,000 for a total of $638,328.
2. The Scope of Work has been revised as set forth in Exhibit "A" attached hereto.
3. Payment to be made as set forth in Exhibit "B" attached hereto.
4. Except as herein amended Agreement A-19-294 is in full force and effect.

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

This Amendment is entered into as of the date first written above.

ATTEST, San Joaquin County Board of Supervisors, State of California

By: _____
Rachél DeBord
Clerk of the Board, San Joaquin County Board of Supervisors

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By: _____
Katherine M. Miller
Chair, San Joaquin County Board of Supervisors

CONTRACTOR, Runyon Saltzman, Inc.

By: _____
Christopher S. Holben
President

APPROVED AS TO FORM, Office of County Counsel

By: _____
Deputy County Counsel

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

FIRST 5 San Joaquin

Exhibit A
SCOPE OF WORK

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020

PROGRAM ACTIVITIES	
First 5 San Joaquin (F5SJ) Strategic Communications	
Activity	*Timeline (2019-2020)*
Social Media: Runyon Saltzman, Inc. (RSE) will develop and provide guidance for social media and how best to reach parents and caregivers through organic and paid social efforts. This includes providing recommendations for expanding to new platforms, setting up new social media accounts, frequency of posting per platform, content calendars, ongoing optimization and reporting.	July 2019 – June 2020 (ongoing)
General Communications and Collateral Material Development: RSE will update existing and provide new collateral as requested by F5SJ, including, but not limited to PowerPoint presentations, letterhead, and other print and collateral material to assist with general communications, as needed.	July 2019 – June 2020 (ongoing)
Cost (Strategic Communications "General" budget)	*$15,000*
Talk. Read. Sing. Draw. Play. (TRSDP)	
Activity	*Timeline (2019-2020)*
Media Campaign: As outlined in the Strategic Communications Plan, RSE will plan and place media on behalf of F5SJ. A media plan will be presented, and media authorizations will be submitted for approval before any media is purchased. The RSE team will traffic all media materials to the appropriate media outlets. The RSE team will also monitor and optimize the campaign, providing a comprehensive media recap upon campaign completion. Campaign launch will be in February and run through April.	July 2019 – June 2020
Develop Campaign Assets: In collaboration with F5SJ team and vendors, RSE team will review existing assets and develop new campaign assets as needed for media placement.	July 2019 – June 2020
Package Assets: RSE will package campaign assets for distribution through collaborative organizations, mini-grant recipients, etc., as appropriate.	July 2019 – June 2020 (ongoing)
Cost (Strategic Communications "TRSDP" budget)	*$15,000*
Family Work Opportunity and Responsibility to Kids (FamilyWORKs)	
Activity	*Timeline (2019-2020)*
Collateral/Asset Development: To help promote the FamilyWORKs program, RSE will develop new collateral and/or assets as requested by F5SJ, which may include, but are not limited to, print and/or digital design products.	July 2019 – June 2020 (ongoing)
Cost (FamilyWORKs budget)	*$25,000*

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

FIRST 5 San Joaquin

Exhibit A
SCOPE OF WORK

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020

California Work Opportunity and Responsibility to Kids (CalWORKs) Substance Abuse Education Campaign	
Activity	*Timeline (2019-2020)*
Media Campaign: RSE will plan and place media on behalf of F5SJ. A media plan will be presented, and media authorizations will be submitted for approval before any media is purchased. The RSE team will traffic all media materials to the appropriate media outlets. The RSE team will also monitor and optimize the campaign, providing a comprehensive media recap upon campaign completion.	July 2019 – April 2020
Creative Brief and Media Recommendation: RSE will update the existing communications brief to include new campaign focus area(s) and develop a new brief for the next phase of the campaign. The brief will include a media dissemination recommendation, and act as a guide for all campaign activities.	July - August 2019
Concept Development: RSE will develop new campaign executions for F5SJ review and consideration. After gathering input from F5SJ staff, RSE will refine the executions to test with the target audience.	September – October 2019
Red-flag Testing: RSE will test the new executions with members of the target audience via informal red-flag testing groups. RSE will work with F5SJ to identify existing groups with which to test executions. A final report and recommendation will be provided to F5SJ following the red-flag testing.	October – November 2019
Production: RSE will produce creative elements, marketing and advertising components for public education campaign, including both existing and new executions.	December 2019 – January 2020
Toolkit: RSE will develop an electronic toolkit to allow partners and other organizations easy access to the existing campaign elements. A new page to the existing landing page will be developed by RSE allowing access to posters, sample social media posts, digital banner ads and flyers for the target audience and service providers. (Site development to be completed by F5SJ via another vendor.)	August – November 2019
Landing Page Expansion: In addition to the above toolkit, RSE will provide recommendations for and design a new landing page to showcase all campaigns, along with a new subpage to highlight the new campaign. (Site development to be completed by F5SJ via other vendor.)	November – December 2019
Cost (Marijuana Education Campaign budget)	*$145,000*
CalWORKs Mental Health Campaign	
Activity	*Timeline (2019-2020)*
Media Campaign: RSE will plan and place media on behalf of F5SJ. A media plan will be presented, and media authorizations will be submitted for approval before any media is purchased. The RSE team will traffic all media materials to the appropriate media	July 2019 – June 2020

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

FIRST 5 San Joaquin

Exhibit A
SCOPE OF WORK

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020

outlets. The RSE team will also monitor and optimize the campaign, providing a comprehensive media recap upon campaign completion.	
Key Informant Interviews/Community Dialogue: RSE will identify and hold key informant interviews to gain insights and feedback to inform the campaign strategy.	July 2019 – June 2020
Creative Brief and Media Recommendation: RSE will develop a communications brief for F5SJ review and approval. The brief will include a media dissemination recommendation, and act as a guide for all campaign activities.	July 2019 – June 2020
Concept Development: Based on approved campaign strategy, RSE will develop a series of proposed concepts for F5SJ review and consideration. After gathering input from F5SJ staff, RSE will refine the concepts into three select concept executions to test with the target audience.	July 2019 – June 2020
Community Dialogue Testing: RSE will test the concepts with members of the target audience via informal focus group(s). RSE will work with F5SJ to recruit members of the community to participate. A final report and recommendation will be provided to F5SJ following the focus group(s).	July 2019 – June 2020
Production: RSE will produce creative elements, marketing and advertising components for public education campaign.	July 2019 – June 2020
Landing Page Development: RSE will provide recommendations for an expanded design of landing page as a hub for the campaign. (Site development to be completed by F5SJ via another vendor.)	November – December 2019
Cost (Mental Health budget)	*$145,000*
San Joaquin Treatment & Education on Teeth & Health (SJ TEETH) Campaign	
Activity	*Timeline (2019-2020)*
Media Campaign: RSE will plan and place media (in both English and Spanish) on behalf of F5SJ. A media plan will be presented, and media authorizations will be submitted for approval before any media is purchased. The RSE team will traffic all media materials to the appropriate media outlets. The RSE team will also monitor and optimize the campaign, providing a comprehensive media recap upon campaign completion.	July 2019 – June 2020
Creative Brief and Media Recommendation: RSE will develop a communications brief for F5SJ review and approval. The brief will include a media dissemination recommendation, and act as a guide for all campaign activities.	July 2019 – June 2020
Concept Development: Based on approved campaign strategy, RSE will develop a series of proposed concepts for F5SJ review and consideration. After gathering input from F5SJ staff, RSE will refine the concepts into three select concept executions to test with the target audience.	July 2019 – June 2020

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

FIRST 5 San Joaquin

Exhibit A
SCOPE OF WORK

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020

Community Dialogue Testing: RSE will test the concepts with members of the target audience via informal focus group(s). RSE will work with F5SJ to recruit members of the community to participate. A final report and recommendation will be provided to F5SJ following the focus group(s).	July 2019 – June 2020
Production: RSE will produce creative elements, marketing and advertising components for public education campaign, including both existing and new executions.	July 2019 – June 2020
Website Enhancement: RSE will work to enhance the SJ TEETH website by adding a repository for SJ TEETH partner information/communications and placing additional updates as needed.	July 2019 – June 2020
Social Media: RSE will develop an organic and paid social media strategy that works to build engagement and following on SJ TEETH's Facebook and YouTube pages.	July 2019 – June 2020
Out-of-Home (OOH) Advertising: RSE will produce creative elements, marketing and advertising components for public education campaign to be implemented utilizing OOH strategies.	July 2019 – June 2020
Media Relations: RSE will pitch media stories to both English and Spanish outlets to generate interest from target groups, including policy makers and community groups/community leaders.	July 2019 – June 2020
Cost (SJ TEETH budget)	*$188,529*
SJ TEETH (Prop. 56) Campaign	
Activity	*Timeline (2019-2020)*
Media Campaign: RSE will plan and place media on behalf of F5SJ. A media plan will be presented, and media authorizations will be submitted for approval before any media is purchased. The RSE team will traffic all media materials to the appropriate media outlets. The RSE team will also monitor and optimize the campaign, providing a comprehensive media recap upon campaign completion.	July 2019 – June 2020
Spanish-language Microsite: RSE will continue to trans-adapt the English-language site, translating content to Spanish and adjusting imagery as needed to align with the Latino target audience. This Spanish-language parent microsite will act as a companion to the primary English-language site. (Site development to be completed by F5SJ via another vendor.)	July 2019 – June 2020
Production: RSE will produce creative elements, marketing and advertising components for public education campaign, including both existing and new executions.	July 2019 – June 2020
Collateral Development: To help promote the new collaborative, RSE will develop new collateral as requested by F5SJ upon completion of a collateral inventory. Items are to be determined, but could include provider and partner communications tools.	July 2019 – June 2020
Cost (SJ TEETH Prop. 56 budget)	*$33,799*

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

FIRST 5 San Joaquin

Exhibit A
SCOPE OF WORK

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020

Raising Quality!	
Activity	*Timeline (2019-2020)*
Spanish-language Microsite: RSE will continue to trans-adapt the English-language site, translating content to Spanish and adjusting imagery as needed to align with the Latino target audience. This Spanish-language parent microsite will act as a companion to the primary English-language site. (Site development to be completed by F5SJ via another vendor.)	July 2019– June 2020
Message Development: RSE will segment audiences and build tailored messages in both English and Spanish. These messages will be reflected in external communications materials and paid media.	July 2019– June 2020
Media Campaign: As outlined in the Strategic Communications Plan, RSE will plan and place media on behalf of F5SJ. A media plan will be presented, and media authorizations will be submitted for approval before any media is purchased. The RSE team will traffic all media materials to the appropriate media outlets. The RSE team will also monitor and optimize the campaign, providing a comprehensive media recap upon campaign completion. The campaign launch will be in December and complete in January.	July 2019 – June 2020
Develop Campaign Assets: RSE team will continue to develop new campaign collateral in English and Spanish, as well as any additional necessary campaign assets.	July 2019 – June 2020
Toolkit: RSE will continue to package campaign assets into web-based and physical TRSDP parent-targeted toolkit, and promote the toolkit via eblasts, e-newsletter articles, etc. that providers can share with employees. In addition, RSE will package social media messages for collaborative partners to push out.	July 2019 – June 2020
Cost (Raising Quality! budget)	*$71,000*
BUDGET TOTAL:	***$638,328***

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

FIRST 5 San Joaquin

Exhibit B
BUDGET REQUEST FORM

Agency: Runyon Saltzman, Inc.
Program: Strategic Marketing & Communications Project
Period: July 1, 2019 - June 30, 2020

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary attributed to program	Total salary attributed to program	Amount of Col F requested from Commission	%	Amount of Col F provided by other sources
	Position Title		Salary					
	A.	Creative Director	$3,480	0.0%	$3,480	$3,480	100%	$0
	B.	Social Marketing Director	$0	0.0%	$0	$0	0%	$0
	C.	Media Director	$4,704	0.0%	$4,704	$4,704	100%	$0
	D.	Creative Services Director	$3,360	0.0%	$3,360	$3,360	100%	$0
	E.	Associate Creative Director	$6,600	0.0%	$6,600	$6,600	100%	$0
	F.	Associate Social Marketing Director	$0	0.0%	$0	$0	0%	$0
	G.	Managing Supervisor	$4,320	0.0%	$4,320	$4,320	0%	$0
	H.	Account Supervisor	$75,260	0.0%	$75,260	$75,260	100%	$0
	I.	Digital Strategist	$8,480	0.0%	$8,480	$8,480	100%	$0
	J.	Senior Art Director/Designer	$30,000	0.0%	$30,000	$30,000	100%	$0
	K.	Senior Copywriter	$6,000	0.0%	$6,000	$6,000	100%	$0
	L.	Senior Media Buyer/Planner	$6,000	0.0%	$6,000	$6,000	100%	$0
	M.	Media Buyer/Planner	$10,320	0.0%	$10,320	$10,320	100%	$0
	N.	Account Mgr/Media Relations Account Mgr	$113,400	0.0%	$113,400	$113,400	100%	$0
	O.	Art Director/Designer	$9,600	0.0%	$9,600	$9,600	100%	$0
	P.	Copywriter	$12,800	0.0%	$12,800	$12,800	100%	$0
	Q.	Videographer/Editor	$5,120	0.0%	$5,120	$5,120	100%	$0
	R.	Production Artist	$7,680	0.0%	$7,680	$7,680	100%	$0
	S.	Production Manager	$4,800	0.0%	$4,800	$4,800	100%	$0
	T.	Traffic Manager/Production Coordinator	$4,800	0.0%	$4,800	$4,800	100%	$0
	U.	Account Coord/Digital Coord/Media Coord	$20,800	0.0%	$20,800	$20,800	100%	$0
	V.	Intern	$72	0.0%	$72	$72	100%	$0
		Total Personnel Excluding Benefits			$337,596	$337,596		$0
		Benefits Percentage		0.0%		$0		
		Total Personnel Including Benefits				$337,596		

			Amount requested from Commission
II.	OPERATING EXPENSES		
	A.	Rent and Utilities	$0
	B.	Communications/Phones	$0
	C.	Office Expenses	$788
	D.	Equipment Lease	$0
	E.	Equipment Purchase	$0
	F.	Travel	$700
	G.	Training/Conferences	$0
	H.	Consultants/Subcontractors	$0
	I.	Program Costs (Creative Production)	$83,515
	J.	Other: Media Costs	$225,729
			$0
			$0
			$0
			$0
		Total Operating Expenses	$300,732
		Total Personnel Including Benefits and Total Operating Expenses	$638,328

III.	INDIRECT EXPENSES			
		Indicate % of Personnel, Excluding Benefits	0.0%	$0
IV.	TOTAL REQUEST			$638,328

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

Exhibit B

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020
BUDGET NARRATIVE

Summary: Runyon Saltzman, Inc. (RSE) is requesting a total of **$638,328** for expenses to be incurred from July 1, 2019 through June 30, 2020. These funds will be used to implement the Strategic Marketing & Communications Project.

I. **Personnel:** The project requests a total of **$337,596** for personnel expenses for a 12-month period. Please note, personnel costs are calculated using billing rates, which include employee salary, fringe benefits, operating expense allocations, indirect costs and profit. The requested amount represents funding for the following positions:

A. **Creative Director:** A total of **$3,480** is requested for **100 percent** of 15 billable hours at $232 per hour for the Creative Director to oversee all aspects of creative campaign development.

B. **Social Marketing Director:** This personnel line item has been added in case the Social Marketing Director is involved in oversight of future projects. If time is spent, it will be provided pro bono.

C. **Media Director:** A total of **$4,704** is requested for **100 percent** of 21 billable hours at $224 per hour for the Media Director to oversee all media strategy and planning.

D. **Creative Services Director:** A total of **$3,360** is requested for **100 percent** of 15 billable hours at $224 per hour for the Creative Services Director to oversee production of all creative campaign assets.

E. **Associate Creative Director:** A total of **$6,600** is requested for **100 percent** of 30 billable hours at $220 per hour for the Associate Creative Director to assist with all aspects of creative campaign development.

F. **Associate Social Marketing Director:** This personnel line item has been added in case the Associate Social Marketing Director is involved in oversight of future projects. If time is spent, it will be provided pro bono.

G. **Managing Supervisor:** A total of **$4,320** is requested for **100 percent** of 20 billable hours at $216 per hour for the Managing Supervisor to participate in guiding communications strategy and overseeing campaign planning and implementation. An additional 24 billable hours will be provided pro bono at a value of $5,184.

H. **Account Supervisor:** A total of **$75,260** is requested for **100 percent** of 355 billable hours at $212 per hour for the Account Supervisor to be the day-to-day contact point for First 5 San Joaquin (F5SJ) and will oversee account work and staff assigned to projects. An additional 20 billable hours will be provided pro bono at a value of $4,240.

I. **Digital Strategist:** A total of **$8,480** is requested for **100 percent** of 40 billable hours at $212 per hour for the Digital Strategist to lead the team in developing a digital strategy and

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

Exhibit B

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020
BUDGET NARRATIVE

completing a digital audit for the communications plan that will guide all web-related assets.

J. **Senior Art Director/Designer:** A total of **$30,000** is requested for **100 percent** of 150 billable hours at $200 per hour for the Senior Art Director/Designer.

K. **Senior Copywriter:** A total of **$6,000** is requested for **100 percent** of 30 billable hours at $200 per hour for the Senior Copywriter.

L. **Senior Media Buyer/Planner:** A total of **$6,000** is requested for **100 percent** of 30 billable hours at $200 per hour for the Senior Media Buyer/Planner.

M. **Media Buyer/Planner:** A total of **$10,320** is requested for **100 percent** of 60 billable hours at $172 per hour for the Media Buyer/Planner.

N. **Account Manager/Media Relations Account Manager:** A total of **$113,400** is requested for **100 percent** of 675 billable hours at $168 per hour for the Account Manager/Media Relations Account Manager to execute day-to-day tasks related to the development of strategic communications and implementation for FSSJ. An additional 20 billable hours will be provided pro bono at a value of $3,360.

O. **Art Director/Designer:** A total of **$9,600** is requested for **100 percent** of 60 billable hours at $160 per hour for the Art Director/Designer. An additional 40 billable hours will be provided pro bono at a value of $6,400.

P. **Copywriter:** A total of **$12,800** is requested for **100 percent** of 80 billable hours at $160 per hour for the Copywriter. An additional 20 billable hours will be provided pro bono at a value of $3,200.

Q. **Videographer/Editor:** A total of **$5,120** is requested for **100 percent** of 40 billable hours at $128 per hour for video production.

R. **Production Artist:** A total of **$7,680** is requested for **100 percent** of 60 billable hours at $128 per hour for the Production Artist.

S. **Production Manager:** A total of **$4,800** is requested for **100 percent** of 40 billable hours at $120 per hour for the Production Manager.

T. **Traffic Manager/Production Coordinator:** A total of **$4,800** is requested for **100 percent** of 40 billable hours at $120 per hour for the Traffic Manager/Production Coordinator. An additional four billable hours will be provided pro bono at a value of $480.

U. **Account Coordinator/Digital Coordinator/Media Coordinator:** A total of **$20,800** is requested for **100 percent** of 200 billable hours at $104 per hour for the Account Coordinator/Digital

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

Exhibit B

Runyon Saltzman, Inc.
Strategic Marketing & Communications Project
July 1, 2019 - June 30, 2020
BUDGET NARRATIVE

Coordinator/Media Coordinator. The Account Coordinator will assist the team with day-to-day tasks related to the development of strategic communications and implementation for FSSJ. An additional 50 billable hours will be provided pro bono at a value of $5,200.

V. Intern: A total of **$72** is requested for **100 percent** of 1.2 billable hours at $60 per hour for the intern.

Benefits: Billing rates are inclusive of benefits. Benefits include health, life, dental and vision insurance, retirement, and state and federal mandated benefits and employer paid payroll taxes.

II. **Operating Expenses:**

A. **Rent and Utilities:** No amount is requested.

B. **Communications/Phones:** No amount is requested.

C. **Office Expenses: $788** is requested to cover general office expenses including photocopies and teleconferencing.

D. **Equipment Lease**: No amount is requested.

E. **Equipment Purchase:** No amount is requested.

F. **Travel: $700** is requested, based on a calculation of 94 miles per trip at $0.58 per mile (per Internal Revenue Service guidelines) and making approximately 13 trips.

G. **Training/Conferences:** No amount is requested.

H. **Consultants/Subcontractors:** No amount is requested.

I. **Program Costs (Creative Production): $83,515** is requested for estimated costs related to the production of creative marketing and communications campaigns. This could include costs such as printing outdoor advertisements, radio spot production, collateral printing, digital animation, stock photography, focus group stipends, and video production. RSE is not charging any markup on hard costs for this project.

J. **Other – Media Costs: $215,729** is requested for estimated costs related to the placement of advertising such as digital, paid social media, radio, outdoor or TV/video. RSE is not charging any commission for paid media on this project.

III. **Indirect Expenses:** Indirect expenses are included in billing rates.

Attachment: First 5 RSE AMENDED AGREEMENT (6036 : HSA - SJ TEETH and IMPACT Amend. 2)

HSA HUMAN SERVICES AGENCY
SAN JOAQUIN COUNTY

CHRIS WOODS, Director

CalWORKs
CalFresh
Medi-Cal
Children's Services
Mary Graham Children's Shelter
First 5 San Joaquin
Aging and Community Services

P.O. Box 201056 **102 South San Joaquin Street** **Stockton, CA 95201-3006**

Tel (209) 468-1000
Fax (209) 468-1985

March 5, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Approve Amended Bylaws of the San Joaquin County Commission on Aging

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the amended Bylaws of the San Joaquin County Commission on Aging (COA) as recommended at the January 6, 2020 COA meeting (***4/5ths vote required***).

REASON FOR RECOMMENDATION:

The COA serves as the advisory body to the Department of Aging and is instrumental in the process of determining the provision of services to older adults in San Joaquin County.

Periodically, the COA amends its Bylaws to incorporate required language that helps the Commission operate more efficiently. The Bylaws were last amended on March 26, 2019 (B-19-195). At the COA's January 6, 2020 meeting, the Commission unanimously approved the Bylaw amendment, which is submitted for your Board's review and approval (*Attachment A*). Also included for review are the previous Bylaws with the recommended amendment for comparison (*Attachment B*).

The amended Bylaws do not create nor enhance any existing authority by the COA. The amended Bylaws clarify the existing absence policy and notification process by adding the following paragraph under Article 2.b.:

A member may notify the Executive Board in advance of a meeting to excuse an absence. A member from the Executive Board will state it is an excused absence during the roll call at the scheduled meeting. The Executive Board will write a letter to a member with one remaining absence (either two consecutive unexcused absences or three unexcused absences within twelve months) as a friendly reminder that one more absence is an automatic resignation.

FISCAL IMPACT:

Total Cost

There is no cost related to this approval.

Net County Cost

There is no Net County Cost related to this approval.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

The Bylaws governing the San Joaquin COA will become effective immediately upon Board approval. The revised Bylaws will then be posted on COA's website.

Sincerely,

Chris Woods, Director
Human Services Agency

cc: Monica Nino, County Administrator
Kimberly Johnson, Deputy County Counsel
Jay Wilverding, Auditor-Controller
Rick Aguilera, Deputy Director Aging and Community Services
Elisangela Vigil, Adult Services Division Chief

Board of Supervisors Meeting – March 24, 2020

Reviewed by County Administrator's Office:

Jolena Gothis 3/9/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/9/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Approve Amended Bylaws of the San Joaquin County Commission on Aging

THIS BOARD OF SUPERVISORS DOES HEREBY approve the amended Bylaws of the San Joaquin County Commission on Aging (COA) as recommended at the January 6, 2020 COA meeting.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order [Revision 1] (6040 : HSA - Commission on Aging Bylaw Amendment)

Attachment A

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

BYLAWS OF THE COMMISSION ON AGING OF THE COUNTY OF SAN JOAQUIN

ARTICLE 1

STATUS OF BYLAWS AND DUTIES AND POWERS OF COMMISSION

The Bylaws and all amendments hereto shall be in effect upon a favorable two-thirds (2/3) vote of a quorum of the Commission and a subsequent four-fifths (4/5) vote of the Board of Supervisors of San Joaquin County.

The Commission shall have those powers and duties as provided by current Federal, State and Local laws.

ARTICLE 2

MEMBERSHIP AND OFFICERS AND EXECUTIVE BOARD OF COMMISSION

a. Members of the Commission.

The Commission shall consist of those members designated by the Board of Supervisors and municipal entities with appointees reflecting the economic, social, geographic, ethnic and racial diversity within the County.

The appointments are as follows:

One (1) member appointed by each of the City Councils of each incorporated municipal entity within San Joaquin County;

One (1) member appointed by each of the members of the Board of Supervisors from their respective supervisorial districts;

Five (5) members appointed by the Board of Supervisors from the County of San Joaquin at-large one of whom shall represent the disabled;

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

Five (5) members representing agencies serving seniors including the San Joaquin County Human Services Agency, San Joaquin County Department of Health Care Services, San Joaquin Housing Authority, HICAP (Health Insurance Counseling & Advocacy Program), and Department of Aging Long-Term Care Systems.

The appointment of members shall comply with the applicable State and Federal laws, and rules and regulations promulgated by the State Department of Aging. The Commission membership shall strive to consist of more than 50% of individuals who are 60 years of age or older. The term of appointment shall be for a period of three years that runs from July 1 to June 30 of the third year except as provided in section b. of this Article. It is highly recommended that each commissioner have internet access.

b. Resignation of Appointments.

Any Commission on Aging board member who has been absent (unexcused) from three (3) consecutive regularly scheduled meetings, or four (4) regularly scheduled meetings in a twelve (12) month period shall be deemed to have resigned as a board member effective on the date of the last absence from the regularly scheduled meeting.

A member may notify the Executive Board in advance of a meeting to excuse an absence. A member from the Executive Board will state it is an excused absence during the roll call at the scheduled meeting. The Executive Board will write a letter to a member with one remaining absence (either two consecutive unexcused absences or three unexcused absences within twelve months) as a friendly reminder that one more absence is an automatic resignation.

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

A vacancy may also be declared when any of the events of Government Code Section 1770 occur. The Commission may submit a replacement name, to fill the vacancy, to the appropriate appointing authority to fill the unexpired term.

c. Officers of the Commission.

The officers of the Commission shall include a Chairperson, a First Vice-Chairperson, and a Second Vice-Chairperson duly elected at a regularly scheduled meeting of the Commission by a vote constituting a quorum.

d. Nomination and Election of Officers.

Nominations will be called for by the Commission Chairperson at the regular meeting of the Commission in June and at the regular meeting of the Commission in July. No nominations shall be made without the consent of the individual nominated. New officers shall be elected by the Commission-at-large at the July meeting.

e. Terms of Office.

The terms of office of the Chairperson, First Vice-Chairperson and Second Vice-Chairperson shall be one year, unless such office or offices become vacant as a result of death, resignation, removal or expiration of end of term. Upon the office of Chairperson becoming vacant prior to the expiration of the term of office of its occupant, the First Vice-Chairperson shall assume the office of Chairperson for the balance of the unexpired term. Upon either the office of First Vice-Chairperson or Second Vice-Chairperson becoming vacant prior to the expiration of the term of office of its occupant, the members of the Commission shall elect at-large, another of the members of the Commission to the vacant office for the balance of the unexpired term.

Officers may be reelected to serve a second consecutive term of office in the same

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

position which the member held during the preceding year. Elected officers shall not succeed themselves after their second term of office but must await the lapse of one year prior to becoming eligible to hold the same office. In the event that a member is elected to hold an elective office which has been vacated, the time served in the vacated office shall not be computed in determining whether the member has served for two consecutive terms.

f. Executive Board.

The Executive Board shall consist of the Commission Chairperson, First Vice-Chairperson, Second Vice-Chairperson, immediate Past Chairperson and those members of the Commission, not to exceed five (5), who shall be elected by the Commission-at-large. If a vacancy occurs among the five (5) elected members, it will be filled by the Executive Board.

ARTICLE 3

I. DUTIES OF CHAIRPERSON, FIRST VICE-CHAIRPERSON, SECOND VICE-CHAIRPERSON

a. Chairperson.

The Chairperson shall have the authority to appoint all members of the Committees of the Commission and shall act as ex-officio on all committees. The Chairperson shall be the Presiding Officer at all meetings of the Commission and perform such duties as ordered by the Commission or prescribed by law.

The Chairperson or his/her designated alternate shall represent the Commission at and be an active member of the Triple A Council of California.

b. First Vice-Chairperson.

In the Chairperson's absence or in case of his inability to act, the First Vice-Chairperson

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

shall undertake the duties of the Chairperson. The First Vice-Chairperson is the designated alternate for the Triple A Council of California.

c. Second Vice-Chairperson.

In the absence or inability to act of both the Chairperson and First Vice-Chairperson, the Second Vice-Chairperson shall undertake the duties of the Chairperson. The Second Vice-Chairperson shall be responsible for informing the Commission, at the monthly Commission on Aging Meetings, on any locally relevant news or events that affect the senior population in San Joaquin County.

d. Presiding Officer.

The Presiding Officer shall maintain order and decorum and decide questions of procedure subject to the right of members of the Commission to appeal. The Presiding Officer shall call the meeting to order promptly at the appointed hour and conduct the meeting as prescribed by the Bylaws. The Presiding Officer shall not vote except in the event of a tie.

II. DUTIES OF THE EXECUTIVE BOARD

The Executive Board shall have general charge of the affairs of the Commission in the interim between meetings of the Commission. The Executive Board shall act as an advisory body to the Commission on Aging. The Executive Board shall review all items which will be presented to the Commission.

ARTICLE 4

COMMITTEES

I. AD HOC COMMITTEE

The Ad hoc Committee shall be composed of no less than three (3) Commission members and no more than a quorum minus one Commission members.

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

II. AD HOC COMMITTEE PURPOSE

Ad hoc committees shall be formed as deemed necessary by the Chairperson, with approval of the Executive Board, or they shall be formed upon the recommendation of the Executive Board to the Chairperson. The voting membership of such committees shall consist only of those members who are members of the Commission on Aging. However, members of a public task force or consultants may participate in the committee's meetings, reviews, investigations and formulation of recommendations, at the discretion of the Chairperson of the committee.

The ad hoc committees may investigate, review and make recommendations to the Chairperson on any topic concerning seniors which falls within the scope of the committee's responsibility, as assigned by the Chairperson, with Executive Board approval. These topics may include but are not limited to: Bylaws, Technical Advisory, Advocacy, Legislation, and other topics/areas as needed.

III. DISPUTES.

All disputes concerning the operation and functioning of a committee, including disputes as to the scope of responsibility of a committee or its membership, shall be decided by the Executive Board.

ARTICLE 5

AGENDA; POSTING; ORDER OF BUSINESS: ACTION ON OTHER MATTERS

a. Agenda.

All matters to be included on an agenda must be submitted to the Department of Aging at the Executive Board meeting preceding the date on which the item will appear on the agenda. Any item relating to the scope of the Commission's duties and responsibilities and recommended

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

by any individual Commissioner shall be placed on the agenda by the Executive Board. Posting requirements as provided by State law.

b. Immediate Action on Other Matters Not on Agenda.

The Commission may take action on items of business not appearing on the posted agenda under any of the following conditions:

1. Upon a determination by a two-thirds vote of the Commission, or, if less than two-thirds of the members are present a unanimous vote of those members present, that there is a need to take immediate action and that the need to take action arose subsequent to the agenda being posted.

2. The item was posted for a prior meeting of the Commission occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

c. Order of Business.

The business of the Commission should be transacted, so far as practicable, in the following order, but may be modified by the Executive Board:

1. Call to Order

2. Moment of Silence

3. Pledge of Allegiance

4. Roll Call

5. Visitors

6. Public Comments

7. Action Items

8. Written Communications

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

9. Reports and Information Items

10. Executive Board

11. Adjournment

d. Public Presentations/Comments.

Public presentations are those presentations or comments by interested members of the public other than Commission members themselves at regular meetings of the Commission. No motion or resolution may be acted upon at the meeting of presentation except that the matter may be referred to the appropriate Ad Hoc committee for further review. Members of the public may also address the Commission on any agenda item of interest to the public before or during consideration of the item by the Commission. Public presentations and comments are limited to no more than five minutes per speaker.

e. Suspension of Order of Business.

The regular order of business may be suspended at any time by a majority vote of the members of the Commission to consider any agenda item at any regular meeting of the Commission.

ARTICLE 6

MEETINGS

a. Regular Meetings.

Meetings of the Commission shall be held on the first Monday of each month except for the month of August when no meeting will be held. If the regular meeting date shall fall on a legal holiday, the meeting shall be on the following Monday.

The regular hour of meeting may be modified at any time during the year upon a majority vote of the members of the Commission.

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

1. Special meetings of the Commission may be called by the Presiding Officer, by the majority of members of the Commission, or the Director of the Department of Aging and Community Services by delivering personally, by e-mail, or by mail written notice to each member and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at these meetings by the Commission.

The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

b. Place of Meetings.

All meetings of the Commission, unless otherwise specified, shall be held at the Human Services Agency Building, 102 South San Joaquin Street, Stockton, California, or another alternate location as stated in the posted Agenda.

ARTICLE 7

CONFLICT OF INTEREST

When any member of the Commission or committee of the Commission has a financial and/or vested interest in an item before the Commission or committee, such member shall immediately disclose his or her interest and disqualify himself or herself from participation in discussion or voting on the item and leave the meeting room, subject to recall, until the action has been discussed and voted upon.

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

Each Commissioner shall, on request, submit a Conflict of Interest Code Disclosure statement as required by law.

ARTICLE 8

MOTIONS, QUORUM, VOTING, AMENDMENT OF BYLAWS,

AND RULES OF ORDER

a. Motions.

Motions may be made only by members of the Commission.

b. Quorum.

A quorum of the Commission for the transaction of any business shall be a majority of the members of the Commission. A lesser number of members of the Commission may, however, convene for the purpose adjourning until the next regularly scheduled meeting of the Commission.

A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Commissioners, if any action taken is approved by at least a majority of the required quorum for such a meeting.

c. Voting.

Except for the purpose of amending these Bylaws or as otherwise provided herein, all actions taken and decisions made shall be by a majority vote of the members of the Commission present and constituting at least a quorum.

d. Amendments to the Bylaws.

These Bylaws may be amended only by the vote of two-thirds (2/3) of the members of the Commission present at a regular meeting and constituting a quorum. Prior to a vote of the members

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

of the Commission upon any proposed amendment to these Bylaws, and as a condition precedent to such vote, the proposed amendment to these Bylaws shall have been presented to and discussed by the members of the Commission at the regular meeting of the Commission immediately preceding the regular meeting at which such vote is taken.

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____ Date_____

Kimberly Johnson
Deputy County Counsel

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

Amendment History and San Joaquin County Board of Supervisor Resolutions

1. **May 17, 1977 (B-77-980)** – established the COA composition

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11. **March 26, 2019 (B-19-195)** – By-Laws amended to incorporate language updates, clarify existing policy, and delete references to standing committees that are seldom used and more appropriately convened through the ad hoc process.

12. **To Be Determined**

Attachment: Attachment A (6040 : HSA - Commission on Aging Bylaw Amendment)

Attachment B

Attachment: Attachment B (6040 : HSA - Commission on Aging Bylaw Amendment)

BYLAWS OF THE COMMISSION ON AGING OF THE COUNTY OF SAN JOAQUIN

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e. Terms of Office.

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The Executive Board shall consist of the Commission Chairperson, First Vice-Chairperson, Second Vice-Chairperson, immediate Past Chairperson and those members of the Commission, not to exceed five (5), who shall be elected by the Commission-at-large. If a vacancy occurs among the five (5) elected members, it will be filled by the Executive Board.

ARTICLE 3

I. DUTIES OF CHAIRPERSON, FIRST VICE-CHAIRPERSON, SECOND VICE-CHAIRPERSON

a. Chairperson.

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The Chairperson or his/her designated alternate shall represent the Commission at and be an active member of the Triple A Council of California.

b. First Vice-Chairperson.

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In the Chairperson's absence or in case of his inability to act, the First Vice-Chairperson shall undertake the duties of the Chairperson. The First Vice-Chairperson is the designated alternate for the Triple A Council of California.

c. Second Vice-Chairperson.

In the absence or inability to act of both the Chairperson and First Vice-Chairperson, the Second Vice-Chairperson shall undertake the duties of the Chairperson. The Second Vice-Chairperson shall be responsible for informing the Commission, at the monthly Commission on Aging Meetings, on any locally relevant news or events that affect the senior population in San Joaquin County.

d. Presiding Officer.

The Presiding Officer shall maintain order and decorum and decide questions of procedure subject to the right of members of the Commission to appeal. The Presiding Officer shall call the meeting to order promptly at the appointed hour and conduct the meeting as prescribed by the Bylaws. The Presiding Officer shall not vote except in the event of a tie.

II. DUTIES OF THE EXECUTIVE BOARD

The Executive Board shall have general charge of the affairs of the Commission in the interim between meetings of the Commission. The Executive Board shall act as an advisory body to the Commission on Aging. The Executive Board shall review all items which will be presented to the Commission.

ARTICLE 4

COMMITTEES

I. AD HOC COMMITTEE

Attachment: Attachment B (6040 : HSA - Commission on Aging Bylaw Amendment)

The Ad hoc Committee shall be composed of no less than three (3) Commission members and no more than a quorum minus one Commission members.

II. AD HOC COMMITTEE PURPOSE

Ad hoc committees shall be formed as deemed necessary by the Chairperson, with approval of the Executive Board, or they shall be formed upon the recommendation of the Executive Board to the Chairperson. The voting membership of such committees shall consist only of those members who are members of the Commission on Aging. However, members of a public task force or consultants may participate in the committee's meetings, reviews, investigations and formulation of recommendations, at the discretion of the Chairperson of the committee.

The ad hoc committees may investigate, review and make recommendations to the Chairperson on any topic concerning seniors which falls within the scope of the committee's responsibility, as assigned by the Chairperson, with Executive Board approval. These topics may include but are not limited to: Bylaws, Technical Advisory, Advocacy, Legislation, and other topics/areas as needed.

III. DISPUTES.

All disputes concerning the operation and functioning of a committee, including disputes as to the scope of responsibility of a committee or its membership, shall be decided by the Executive Board.

ARTICLE 5

AGENDA; POSTING; ORDER OF BUSINESS: ACTION ON OTHER MATTERS

a. Agenda.

All matters to be included on an agenda must be submitted to the Department of Aging at

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the Executive Board meeting preceding the date on which the item will appear on the agenda. Any item relating to the scope of the Commission's duties and responsibilities and recommended by any individual Commissioner shall be placed on the agenda by the Executive Board. Posting requirements as provided by State law.

b. Immediate Action on Other Matters Not on Agenda.

The Commission may take action on items of business not appearing on the posted agenda under any of the following conditions:

1. Upon a determination by a two-thirds vote of the Commission, or, if less than two-thirds of the members are present a unanimous vote of those members present, that there is a need to take immediate action and that the need to take action arose subsequent to the agenda being posted.

2. The item was posted for a prior meeting of the Commission occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

c. Order of Business.

The business of the Commission should be transacted, so far as practicable, in the following order, but may be modified by the Executive Board:

1. Call to Order

2. Moment of Silence

3. Pledge of Allegiance

4. Roll Call

5. Visitors

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6. Public Comments

7. Action Items

8. Written Communications

9. Reports and Information Items

10. Executive Board

11. Adjournment

d. Public Presentations/Comments.

Public presentations are those presentations or comments by interested members of the public other than Commission members themselves at regular meetings of the Commission. No motion or resolution may be acted upon at the meeting of presentation except that the matter may be referred to the appropriate Ad Hoc committee for further review. Members of the public may also address the Commission on any agenda item of interest to the public before or during consideration of the item by the Commission. Public presentations and comments are limited to no more than five minutes per speaker.

e. Suspension of Order of Business.

The regular order of business may be suspended at any time by a majority vote of the members of the Commission to consider any agenda item at any regular meeting of the Commission.

ARTICLE 6

MEETINGS

a. Regular Meetings.

Meetings of the Commission shall be held on the first Monday of each month except for

Attachment: Attachment B (6040 : HSA - Commission on Aging Bylaw Amendment)

the month of August when no meeting will be held. If the regular meeting date shall fall on a legal holiday, the meeting shall be on the following Monday.

The regular hour of meeting may be modified at any time during the year upon a majority vote of the members of the Commission.

1. Special meetings of the Commission may be called by the Presiding Officer, by the majority of members of the Commission, or the Director of the Department of Aging and Community Services by delivering personally, by e-mail, or by mail written notice to each member and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at these meetings by the Commission.

The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

b. Place of Meetings.

All meetings of the Commission, unless otherwise specified, shall be held at the Human Services Agency Building, 102 South San Joaquin Street, Stockton, California, or another alternate location as stated in the posted Agenda.

ARTICLE 7

CONFLICT OF INTEREST

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When any member of the Commission or committee of the Commission has a financial and/or vested interest in an item before the Commission or committee, such member shall immediately disclose his or her interest and disqualify himself or herself from participation in discussion or voting on the item and leave the meeting room, subject to recall, until the action has been discussed and voted upon.

Each Commissioner shall, on request, submit a Conflict of Interest Code Disclosure statement as required by law.

ARTICLE 8

MOTIONS, QUORUM, VOTING, AMENDMENT OF BYLAWS, AND RULES OF ORDER

a. Motions.

Motions may be made only by members of the Commission.

b. Quorum.

A quorum of the Commission for the transaction of any business shall be a majority of the members of the Commission. A lesser number of members of the Commission may, however, convene for the purpose adjourning until the next regularly scheduled meeting of the Commission.

A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Commissioners, if any action taken is approved by at least a majority of the required quorum for such a meeting.

c. Voting.

Except for the purpose of amending these Bylaws or as otherwise provided herein, all actions taken and decisions made shall be by a majority vote of the members of the Commission

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present and constituting at least a quorum.

d. Amendments to the Bylaws.

These Bylaws may be amended only by the vote of two-thirds (2/3) of the members of the Commission present at a regular meeting and constituting a quorum. Prior to a vote of the members of the Commission upon any proposed amendment to these Bylaws, and as a condition precedent to such vote, the proposed amendment to these Bylaws shall have been presented to and discussed by the members of the Commission at the regular meeting of the Commission immediately preceding the regular meeting at which such vote is taken.

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____ Date_____

Kimberly Johnson
Deputy County Counsel

Attachment: Attachment B (6040 : HSA - Commission on Aging Bylaw Amendment)

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~~10.~~

11. **March 26, 2019 (B-19-195)** – By-Laws amended to incorporate language updates, clarify existing policy, and delete references to standing committees that are seldom used and more appropriately convened through the ad hoc process.

~~11.~~12. **To Be Determined**

Attachment: Attachment B (6040 : HSA - Commission on Aging Bylaw Amendment)

HSA HUMAN SERVICES AGENCY
SAN JOAQUIN COUNTY

CHRIS WOODS, Director

CalWORKs
CalFresh
Medi-Cal
Children's Services
Mary Graham Children's Shelter
First 5 San Joaquin
Aging and Community Services

P.O. Box 201056 **102 South San Joaquin Street** **Stockton, CA 95201-3006**

Tel (209) 468-1000
Fax (209) 468-1985

March 5, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Retroactive Approval of the Dignity at Home Fall Prevention Program Agreement No. FP-1920-11 With the California Department of Aging for $143,750 From February 1, 2020 Through June 30, 2021

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Retroactively approve the Dignity at Home Fall Prevention Program Agreement No. FP-1920-11 with the California Department of Aging for $143,750 from February 1, 2020 through June 30, 2021; and

2. Authorize and direct the Chair of the Board to sign the Agreement.

REASON FOR RECOMMENDATION:

The Human Services Agency (HSA) is the designated Area Agency on Aging (AAA) for San Joaquin County, Public Service Area 11. The AAA is responsible to administer Federal and State funding that is targeted to meet the needs of seniors throughout the County. HSA, acting as the AAA, provides a variety of services, including education to the community on senior issues and programs that promote a healthy lifestyle for seniors.

On February 4, 2020, HSA received notice of Dignity at Home Fall Prevention Program funding through the California Department of Aging (CDA), to provide fall and injury prevention information, education, referral services, equipment, assessments, and services to individuals with disabilities or who are age 60 or older.

Older adults have an increased risk of falling, which can cause serious injuries such as broken bones or a head injury. These injuries can impact the quality of life, making it more difficult to conduct everyday activities or live independently.

This funding will be used by the AAA to operate a fall prevention program that will include the following fall prevention measures: information and education about injury prevention; referrals to fall and injury prevention resources; in-home environmental assessments; and instruction on behavioral, physical, and environmental aspects of injury prevention. This funding will also provide for the purchase and installation of injury prevention equipment including, but not limited to: grab bars; non-skid surfaces; toilet seat risers; shower seats; transfer benches; and threshold ramps.

The AAA will collaborate with hospital discharge planners, In-Home Supportive Services, Adult Protective Services, Disability Resource Agency for Independent Living (DRAIL), and other agencies that provide direct services to older and disabled adults to identify individuals to be served by the program. The implementation of this fall prevention program will enable seniors and individuals with disabilities to live safer and retain their independence.

FISCAL IMPACT:

Total Cost

This Agreement provides $143,750 in Dignity at Home Fall Prevention Program funding from February 1, 2020 through June 30, 2021.

Net County Cost

There is no Net County Cost associated with this action.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Signed originals of the Dignity at Home Fall Prevention Program Agreement No. FP-1920-11 will be returned to CDA for finalization.

Sincerely,

Chris Woods, Director
Human Services Agency

Attachment(s)

cc: Monica Nino, County Administrator
Kimberly Johnson, Deputy County Counsel
Jay Wilverding, Auditor-Controller
Rick Aguilera, Deputy Director Aging and Community Services
Elisangela Vigil, Adult Services Division Chief

Board of Supervisors Meeting – March 24, 2020

Reviewed by County Administrator's Office:

Jolena Gothis 3/9/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/9/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

Retroactive Approval of the Dignity at Home Fall Prevention Program Agreement No. FP-1920-11 With the California Department of Aging for $143,750 From February 1, 2020 Through June 30, 2021

THIS BOARD OF SUPERVISORS DOES HEREBY:

1. Retroactively approve the Dignity at Home Fall Prevention Program Agreement No. FP-1920-11 with the California Department of Aging for $143,750 from February 1, 2020 through June 30, 2021; and
2. Authorize and direct the Chair of the Board to sign the Agreement.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order (6041 : HSA - Fall Prevention Program)

Human Services Agency Approval of
Dignity at Home Fall Prevention (FP) Program Contract No. FP-1920-11
with the California Department of Aging

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By Kimberly D. Johnson
Kimberly D. Johnson,
Deputy County Counsel

Date 2/11/2020

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if a
FP-1920-11	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
County of San Joaquin

2. The term of this Agreement is:

START DATE
February 1, 2020

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement is:
$143,750 – One hundred forty-three thousand seven hundred fifty and 00/100 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	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C*	General Terms and Conditions	GTC 04/201
Exhibit D	Special Terms and Conditions	23
Exhibit E	Additional Provisions	3

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 www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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.)
County of San Joaquin

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 201056	Stockton	CA	95201-3006

PRINTED NAME OF PERSON SIGNING	TITLE
Katherine M. Miller	Chair of the Board of Supervisors
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1300 National Drive, Suite 200	Sacramento	CA	95834-1992

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	Chief, Business Management Branch
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION, IF APPLICABLE
	AG OP 80-111.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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

Contractor Name (Printed):	Federal ID Number:
County of San Joaquin	94-6000531

By (Authorized Signature):

Printed Name and Title of Person Signing:
Katherine M. Miller, Chair of the Board of Supervisors

Date Executed:	Executed in the County and State of:
	San Joaquin County, California

Indicate all California Department of Aging contracts your organization participates in:

- ☑ Area Plan (AP)
- ☐ Financial Alignment (FA)
- ☐ HICAP (HI)
- ☐ MIPPA (MI)
- ☐ MSSP (MS)
- ☐ SNAP-Ed (SP)
- ☐ Title V (TV)

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 12/2019)

CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report CDA (1025a and 1025b).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be renewed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in this contract
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in this contract.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 12/2019)

CERTIFICATION

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business-related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title:	
Katherine M. Miller, Chair of the Board of Supervisors	
Contractor/Vendor Signature:	Date:
CDA Program/Project:	Contract Number:
Dignity at Home Fall Prevention Program	FP-1920-11

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

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
County of San Joaquin	94-600531

By (Authorized Signature)

Printed Name and Title of Person Signing

Katherine M. Miller, Chair of the Board of Supervisors

Date Executed	Executed in the County of
	San Joaquin

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,

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

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 lessor 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

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

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-

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

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

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

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.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

EXHIBIT A
SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **FP-1920-11**.

2. The services shall be performed in Planning and Service Area(s): 11.

3. The services shall be provided as needed.

4. The project representatives during the term of this agreement will be:

State Agency:	California Department of Aging	Contractor:	County of San Joaquin
Name:	Brian T. Carter, Fall Prevention Coordinator	Name:	Elise Vigil
Phone:	(916) 419-7556	Phone:	(209) 468-1581
Fax:	(916) 928-2510	Fax:	(209) 932-2613

Direct all contract inquiries to:

State Agency:	California Department of Aging	Contractor:	County of San Joaquin
Section/Unit:	Business Management Branch	Section/Unit:	
Attention:	Grace Parker	Attention:	Elise Vigil, Director
Address:	1300 National Dr., Ste 200 Sacramento, CA 95834	Address:	PO Box 201056, Stockton, CA, 95201-3006
Phone:	(916) 419-7157	Phone:	(209) 468-3805
Fax:	(916) 928-2500	Fax:	(209) 932-2613
Email:	grace.parker@aging.ca.gov	Email:	raguilera@sjgov.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Dignity at Home Fall Prevention Program

1. **Assembly Bill No. 74 (A.B. 74)** of the State of California Budget Act of 2019, Chapter 23, Appropriation 4170-101-0001, Schedule 2, Provision 4, is the enabling legislation for the Dignity at Home Fall Prevention Program.

2. **Dignity at Home Fall Prevention Program** means a program that provides grants to Area Agencies on Aging (AAAs) to provide fall and injury prevention information, education, referral services, equipment, assessments, services, materials and labor costs to the eligible service population as stipulated in Section (3) below.

3. **Eligible Service Population** means individuals who are sixty (60) years of age or have disabilities and whose adjusted household income does not exceed 80 percent of the area median income and who are at risk of falling or institutionalization. [A.B.74].

4. **Program Requirements** means A.B. 74 program requirements found in the Budget Act of 2019 and California Department of Aging Program Memoranda.

5. **Purchased Fall Prevention Services** means a variety of services including: Injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall provide the following programmatic services to eligible individuals:

1. Information and education about injury prevention to older adults and persons with disabilities.

2. Referrals and provision of fall and injury prevention resources in eligible individuals' local communities.

3. In-home environmental assessments.

4. Instruction on behavioral, physical and environmental aspects of injury prevention.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE II. SCOPE OF WORK (Continued)

B. The Contractor shall purchase injury prevention equipment, services, materials and labor costs for homeowners and renters who meet eligibility requirements established pursuant to Exhibit A, Article II, Section (E) of this Agreement. Equipment, materials and services covered under the program shall include, but not be limited to the following:

1. Grab bars, nonskid surfaces, toilet seat risers, shower seats, and transfer benches.

2. Indoor and outdoor handrails and threshold modifications.

3. Reconfiguration of furniture and other elements of the physical home environment to reduce hazards.

4. Improved lighting including light fixtures, lamps and night lights.

5. Medication management items (e.g. pill organizers).

6. Licensed electrician services (i.e., electrical outlets installed by a licensed electrician when necessary to properly place wires that present a trip hazard).

7. Unsafe flooring repair (e.g. fixing broken/uneven steps or replacing worn carpet/tread).

C. To carry out the responsibilities of this Agreement, Contractor shall subcontract with local nonprofit agencies that are experienced in injury prevention and home safety services, including, but not limited to, medical providers and hospital systems, independent living centers, and home modification providers.

D. Participant eligibility for the Dignity at Home Fall Prevention Program shall be limited to those who meet all of the following requirements:

1. Individuals with disabilities or persons 60 years of age and older;

2. An adjusted household income that does not exceed 80 percent of the area median income;

3. The older adult or person with a disability has fallen, is at risk for falling, or is at risk for institutionalization.

E. The Contractor shall perform the following tasks to ensure the integrity of the Dignity at Home Fall Prevention Program:

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE II. SCOPE OF WORK (Continued)

1. Submission of a one-page description of your fall prevention program.

2. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services.

3. Collect and maintain program data for reporting (e.g. number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed and other forms of programmatic data.)

4. Administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.

5. Conduct outreach to ensure the maximum number of eligible individuals participate in the program.

6. Generate monthly expenditure reports and quarterly programmatic reports as required by the State.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

Contract #: FP-1920
Budget Detail, Payment Provisions, and Closeout – Exhibit B

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than June 30, 2021.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

   In State: Mileage/Per Diem (meals and incidentals)/Lodging
   http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed. [2 CCR 599.615 et seq.]

   The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

2. Financial Management Systems

   The Contractor shall meet the following standards for its financial management systems:

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE I. FUNDS (Continued)

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE I. FUNDS (Continued)

liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or

ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

ii. Some contracts may be reduced by a greater amount than others, and

iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be reimbursed for expenses only as itemized in the approved Budget (CDA 260) and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.

B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

1. Direct Costs which include the following:

   a) Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.

   b) Travel - mileage reimbursement rate, lodging, per diem and other costs.

   c) Equipment - detailed descriptions of item and unit costs.

   d) Consultant costs.

   e) Training.

   f) Other Costs - a detailed list of other operating expenses.

   g) Purchased Fall Prevention Services –injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs, as stated in Exhibit A, Article II of this Agreement.

2. Administration – Information technology, utilities, rent, and other overhead charges associated with administrative expenses.

3. Indirect Costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

4. Contractual Costs – Subcontractor cost detail.

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

No Program Income is required under the terms and conditions of this agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with the terms and conditions of this agreement.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

C. Matching Contributions

No match is required under the terms and conditions of this agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Indirect Costs

Contractor Indirect Costs shall be no more than ten percent (10%) of the total program allocation.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The original Contract budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.

B. The final date to submit a revised budget shall be no later than ninety (90) days prior to the end of the Contract period unless otherwise specified by CDA.

C. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide fall prevention services.

D. Categorical Budget Transfers

The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.

2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. Final budget revision containing categorical adjustments may be submitted as necessary, but no later than ninety (90) days prior to the ending date of this Agreement.

E. Equipment/Property with a per unit cost of $5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from the Contractor and approval from CDA and must be included in its approved Fall Prevention budget.

ARTICLE V. PAYMENTS

A. The State shall reimburse Contractor with Dignity At Home Fall Prevention funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

B. The Contractor shall prepare and submit monthly expenditure reports and Request For Reimbursement reports (CDA 259) in an electronic format to CDA no later than the last business day of each month unless otherwise specified by CDA. The report shall include all programmatic costs and funding sources for the prior month.

C. During the Contract period, CDA will pay the Contractor on a reimbursement basis.

D. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA shall notify the Contractor of a disputed expenditure.

E. The Contractor shall submit timely expenditure reports and CDA 259 reports to CDA. Late expenditure reports and/or late CDA 259 reports may lead to a delay in payment until the following month.

F. Upon written request by CDA, Contractor must submit additional documentation or justification to support the financial reports, until CDA determines that the financial management standards are met.

G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE VI. CLOSEOUT

A. The Fall Prevention Program Financial Closeout (CDA 258) and the Program Property Inventory Certification (CDA 9024) shall be submitted to the Dignity At Home Fall Prevention Program Manager thirty (30) days after the expiration of this Agreement.

B. The Contractor must submit the Fall Prevention Program Financial Closeout (CDA 258) and the Program Property Inventory Certification (CDA 9024) when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.

C. Final expenditures must be reported to CDA in accordance with the Budget Display (CDA 260) located herein.

ARTICLE VII. LIQUIDATION

A. Fall prevention purchases and services under this Agreement shall be available for liquidation through June 30, 2022.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

State of California
California Department of Aging

Exhibit B- Budget Detail, Payment Provisions, and Closeout

Agreement #: FP-1920-11
Date: 02/01/20
Amendment #:
Date:

Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021

County of San Joaquin

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	$143,750	$0	$143,750 a)

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement 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.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.

2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

3. "CCR" means California Code of Regulations.

4. "Cal. Gov. Code" means California Government Code.

5. "Cal. Pub. Con. Code" means the California Public Contract Code.

6. "Cal. Civ. Code" means California Civil Code.

7. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

8. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a State award identified in this Agreement.

9. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

10. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

11. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

12. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable State statutes, regulations, or the terms and conditions of the State award.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

13. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a State statute, regulation, or the terms and conditions of a State award, including funds where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

14. "Recoverable cost" means the state share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this State award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.

2. The Budget Act of 2019 and A.B. 74.

3. If applicable, other California State codes and regulations.

4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

5. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE II. ASSURANCES (Continued)

C. Nondiscrimination

The Contractor shall comply with all State statutes relating to nondiscrimination. These include those statutes and laws contained in [GC § 12990]. In addition, the Contractor shall comply with the following:

1. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.

2. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

3. The 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 USC 12101 et seq.]

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE II. ASSURANCES (Continued)

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Air/Water pollution violation certification [GC § 4477]
2. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE II. ASSURANCES (Continued)

3. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

I. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

J. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

K. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

L. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE V. SUBCONTRACTS (Continued)

E. The Contractor shall maintain on file copies of subcontracts, memoranda and/or Letters of Understanding which shall be made available for review at the request of CDA.

F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:

1. The Request for Proposal or Invitation for Bid.

2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE V. SUBCONTRACTS (Continued)

K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

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ARTICLE VI. RECORDS (Continued)

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

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acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

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ARTICLE VII. PROPERTY (Continued)

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

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ARTICLE VIII. ACCESS

The Contractor shall provide access to the State contracting agency, the California State Auditor, or any of their duly authorized State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises and interviews of project staff and participants.

A. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

B. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

C. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside State government entity affecting the Contractor, CDA will provide timely notice to Contractor [GC § 8546.7]

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

   a. Financial closeouts

   b. Internal controls

   c. Allocation of expenditures

   d. Allowability of expenditures

   e. Equipment expenditures and approvals, if required

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

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ARTICLE XI. INSURANCE (Continued)

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   a. $750,000 if seating capacity is under 8

   b. $1,500,000 if seating capacity is 8 – 15

   c. $5,000,000 if seating capacity is over 15

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.

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ARTICLE XI. INSURANCE (Continued)

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or

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ARTICLE XII. TERMINATION (Continued)

Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

9. The commission of an act of bankruptcy.

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ARTICLE XII. TERMINATION (Continued)

10. The Contractor's organizational structure has materially changed.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Notice of Intent to Terminate by Contractor

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

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ARTICLE XII. TERMINATION (Continued)

F. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.

C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

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ARTICLE XVI. NOTICES (Continued)

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.

2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement.

5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.

2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/ProgramsProviders/#Resources.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The 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 contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. The Contractor shall assure that the following conditions are met:

1. Services are provided only to eligible participants of the Dignity At Home Fall Prevention Program as defined in Exhibit A, Article II, Section D.

2. Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of local government to provide fall prevention services.

ARTICLE II. SUBCONTRACTS

The Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors, and awards contracts to the lowest responsible and responsive bidder(s).

A. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to Dignity At Home Fall Prevention Program participants, in the delivery of services, in subcontractors operations.

B. The Contractor shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it relates to services rendered.

C. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE III. REPORTING PROVISIONS

A. The Contractor shall submit written reports to the State, on a format prescribed by CDA, as follows:

1. Quarterly Status Reports

a. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. Each report shall include the following information:

i. Program Staffing including the full time equivalent (FTE) for each position.

ii. Monthly program participant count.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE III. REPORTING PROVISIONS (Continued)

iii. Expenditure data by budget category (Direct Costs, Administration, Indirect Costs, Contractual Costs) and receivables by budget category.

iv. Types of purchased fall prevention services provided to Program participants.

v. Client Satisfaction Comments. Contractor shall report observations made by program participants and/or the Contractor regarding the effectiveness of the Program's purpose of preventing falls and improving the safety of program participants.

vi. Quality Assurance Comments. Contractor must report administrative and programmatic challenges to providing purchased fall prevention services. Contractor may also include areas for potential programmatic improvements.

b. Reports must be submitted no later than the last day of each month following the close of each reporting period, unless otherwise approved by CDA.

c. The Contractor may request that CDA accept a report after the due date. However, the Contractor shall submit a written explanation of the reasons for the delay and the estimated date of submission to the Dignity At Home Fall Prevention Program Mailbox (FallPreventionProgram@Aging.ca.gov).

2. Fiscal Closeout Report (CDA 258 FP)

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package. CDA will transmit specific closeout instructions, including the Closeout Report due date, under separate cover.

B. The Contractor may, at its discretion, submit additional reports or correspondence to CDA to discuss the status of the program.

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

ARTICLE III. REPORTING PROVISIONS (Continued)

C. The Contractor shall electronically submit Dignity At Home Fall Prevention Program quarterly data via email at the FallPreventionProgram@Aging.ca.gov by the due date as indicated below.

Phase	Reporting Period	Due Date
Preliminary	February 1 – June 30, 2020	July 31, 2020
Quarter 1	July 1 – September 30, 2020	October 31, 2020
Quarter 2	October 1 - December 31, 2020	January 31, 2021
Quarter 3	January 1 - March 31, 2021	April 30, 2021
Quarter 4	April 1 - June 30, 2021	July 31, 2021

Attachment: AGREEMENT [Revision 1] (6041 : HSA - Fall Prevention Program)

HSA HUMAN SERVICES AGENCY
SAN JOAQUIN COUNTY

CHRIS WOODS, Director

CalWORKs
CalFresh
Medi-Cal
Children's Services
Mary Graham Children's Shelter
First 5 San Joaquin
Aging and Community Services

P.O. Box 201056 **102 South San Joaquin Street** **Stockton, CA 95201-3006**

Tel (209) 468-1000
Fax (209) 468-1985

March 6, 2020

Board of Supervisors
County of San Joaquin
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Adoption of Resolution Authorizing San Joaquin County Human Services Agency's Applications to the California Department of Housing and Community Development for a Transitional Housing Program Allocation of $145,600 and a Housing Navigator Program Allocation of $148,385 From July 1, 2020 Through June 30, 2022 and Authorizing Acceptance of the Allocations and Execution of Agreement Documents

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the resolution:

1. Authorizing the San Joaquin County Human Services Agency's (HSA) application to the California Department of Housing and Community Development (HCD) for a Transitional Housing Program (THP) Allocation of $145,600 from July 1, 2020 through June 30, 2022;

2. Authorizing the San Joaquin County Human Services Agency's (HSA) application to the California Department of Housing and Community Development (HCD) for a Housing Navigator Program (HNP) Allocation of $148,385 from July 1, 2020 through June 30, 2022;

3. Authorizing the HSA Director to execute the HCD THP and HNP Allocation Acceptance forms, TIN forms, and any amendments thereto, on behalf of the County as required by HCD for receipt of the THP and HNP Allocations;

4. Authorizing and directing the HSA Director to enter into, execute, and deliver State of California Standard Agreements totaling $293,985, and any and all other documents

required or deemed necessary or appropriate to evidence and secure the THP and HNP Allocations, if awarded; and

5. Authorize and direct the Chair of the Board to sign the attached Resolution.

REASON FOR RECOMMENDATION:

The Budget Act of 2019 (Section 2, Items 2240-102-0001 and 2240-103-0001) authorized a total of $13 million to be allocated to counties to address housing needs of young adults between the ages of 18 and 25. On February 7, 2020, HCD notified HSA that it would be allocated a total of $293,985 in two separate allocations ($145,600 for THP services and $148,385 for HNP services) for the period of July 1, 2020 through June 30, 2022.

Transitional Housing Program

The Budget Act authorized HCD to allocate $8 million in THP funds to counties to increase the housing stability of young adults, age 18 to 25 years, by helping them secure and maintain housing. Young adults formerly in the foster care or probation systems are designated as priority for THP services. HSA is eligible to receive $145,600 to implement THP services for the period of July 1, 2020 to June 30, 2022.

Currently, 20 young adults receive monthly rental assistance and case management services through the THP Plus program that is funded by 2011 State Realignment funds. If awarded THP funding by HCD, it is estimated that an additional four young adults may receive monthly rental assistance and case management services that will link them to resources. As resources are limited, priority will be given as follows: former Foster Youth who are not participating in Extended Foster Care; former foster youth ages 18 to 25 who are actively participating in the Independent Living Program; and young adults ages 18 to 25 currently attending school or working.

Housing Navigator Program

The Budget Act further authorized HCD to allocate $5 million in HNP funding to counties for the support of housing navigators to help young adults age 18 and up to 21 years to secure and maintain housing, with priority given to young adults in the foster care system. HSA is eligible to receive $148,385 to implement HNP services for the period of July 1, 2020 to June 30, 2022.

If awarded HNP funding, housing navigator services will provide case management and housing resource services for young adults. In addition, emergency support may be provided through hotel vouchers for young adults to allow for immediate housing options to give the housing navigator time to find appropriate transitional or permanent housing options for the individuals being served. As resources are limited, priority will be given as follows: non-minor dependents currently participating in Extended Foster Care; former foster youth ages 18 to 21 who left the

foster care system and are now choosing to reenter into Extended Foster Care; and young adults ages 18 to 21 currently participating in the Independent Living Program.

In order to accept and receive these allocations, HSA must submit the attached signed Allocation Acceptance forms, Resolution, and TIN forms by March 31, 2020.

FISCAL IMPACT:

Total Cost

There is no cost associated with the recommendation.

Net County Cost

There is no Net County Cost associated with this recommendation.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Signed originals of the Allocation Acceptance form, Resolution, and TIN form will be returned to HCD for finalization. If funding is awarded, the HSA Director will execute and deliver a State of California Standard Agreement and any other documents required by HCD.

Sincerely,

Chris Woods, Director
Human Services Agency

cc: Monica Nino, County Administrator
Kimberly D. Johnson, Deputy County Counsel
Jay Wilverding, Auditor- Controller
Anthony Rocha, HSA Deputy Director Employment and Youth Services

Board of Supervisors Meeting – March 24, 2020

Reviewed by County Administrator's Office:

Jolena Gothis 3/10/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/10/2020

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

Adoption of Resolution Authorizing San Joaquin County Human Services Agency's Applications to the California Department of Housing and Community Development for a Transitional Housing Program Allocation of $145,600 and a Housing Navigator Program Allocation of $148,385 From July 1, 2020 Through June 30, 2022 and Authorizing Acceptance of the Allocations and Execution of Agreement Documents

- - - - - - - - - - - - -

WHEREAS, the State of California, Department of Housing and Community Development issued an Allocation Acceptance form, dated February 7, 2020 under the Transitional Housing Program ("THP") for $8 million authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code;

WHEREAS, the State of California, Department of Housing and Community Development issued an Allocation Acceptance form, dated February 7, 2020 under the Housing Navigators Program ("HNP") for $5 million authorized by item 2240-103-0001 of section 2.00 of the Budget Act of 2019, as amended by Section 16 of Chapter 363 of the Statutes of 2019 (SB 109);

WHEREAS, the Allocation Acceptance forms relate to the availability of the TRANSITIONAL HOUSING PROGRAM Allocation funds and the HOUSING NAVIGATOR PROGRAM Allocation funds; and

WHEREAS, the County of San Joaquin ("Applicant"), was mentioned in the Allocation Acceptance forms dated February 7, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of San Joaquin does hereby determine and declare as follows:

SECTION 1. That Applicant is hereby authorized and directed to apply for and accept their TRANSITIONAL HOUSING PROGRAM Allocation award and their HOUSING NAVIGATOR PROGRAM Allocation award, as detailed in the Allocation Acceptance forms, up to the amount authorized in the Allocation Acceptance forms and applicable state law.

SECTION 2. That Chris Woods, Director, Human Services Agency, or his designee, is hereby authorized and directed to act on behalf of the County in connection with the TRANSITIONAL HOUSING PROGRAM Allocation award and the HOUSING NAVIGATOR PROGRAM Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the TRANSITIONAL HOUSING PROGRAM Allocation award and the HOUSING

Attachment: RESOLUTION [Revision 2] (6046 : HSA - Transitional Housing and Housing Navigator)

NAVIGATOR PROGRAM Allocation award, and all amendments thereto (collectively, the "TRANSITIONAL HOUSING PROGRAM Allocation Award Documents" and the "HOUSING NAVIGATOR PROGRAM Allocation Award Documents").

SECTION 3. That Applicant shall be subject to the terms and conditions that are specified in the TRANSITIONAL HOUSING PROGRAM Allocation Award Documents and the HOUSING NAVIGATOR PROGRAM Allocation Award Documents, and that Applicant will use the TRANSITIONAL HOUSING PROGRAM Allocation award funds and the HOUSING NAVIGATOR PROGRAM Allocation Award funds in accordance with the Allocation Acceptance forms, other applicable rules and laws, the THP and HNP Documents, and any and all THP and HNP requirements.

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

Clerk of the Board of Supervisors
Of the County of San Joaquin,
State of California

By _____
Deputy Clerk

Attachment: RESOLUTION [Revision 2] (6046 : HSA - Transitional Housing and Housing Navigator)

Transitional Housing Program (THP)

Allocation Acceptance Form



Gavin Newsom, Governor
State of California

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Douglas R. McCauley, Acting Director
California Department of Housing and Community Development

2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833
Phone: (916) 263-2771
Email: THP@hcd.ca.gov

February 2020

Attachment: Accept Funding for TRANSITIONAL Housing Program Allocation Acceptance and Govt TIN Forms (6046 : HSA - Transitional

4.21.b

Transitional Housing Program (THP) Allocation Acceptance

Rev. 2/4/20

County Allocation: $145,600

Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate $8 million in funding to counties for the purpose of housing stability to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

Allocation Applicant

Allocation Applicant is a County Child Welfare Agency

Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 25 years in foster care. The allocation excludes Alpine and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 25.

Applicant County	**San Joaquin County**										
Legal name of Applicant as stated on resolution:	**County of San Joaquin**										
Address	P.O. Box 201056				City	Stockton	State	CA	Zip	95201	
Auth Rep Name	Chris Woods	Title	Director of H.S.A.	Auth Rep Email	cwoods@sjgov.org				Phone	209-468-1650	
Contact Name	Anthony Rocha	Title	Deputy Director		Email	arocha@sjgov.org			Phone	209-468-2050	
Address	P.O. Box 201056				City	Stockton	State	CA	Zip	95201	
Federal Tax ID Number (FEIN)	94-6000531										
Administrative Fiscal Representative											
Legal Name	Jerome C. Wilverding			Contact Name	Jerome C. Wilverding		Contact Email	jwilverding@sjgov.org			
Phone	209-468-3925	Address	44 N. San Joaquin Street, Suite 550		City	Stockton	State	CA	Zip	95202	

File Name:	**App Resolution**	Reference sample resolution document	Attached to email?	Yes
File Name:	**App Signature Block**	Signature Block - upload in Microsoft Word document	Attached to email?	Yes
File Name:	**App TIN**	Reference Taxpayer Identification Number (TIN) document	Attached to email?	Yes

Use of Funds

Funds shall be used to help young adults who are 18 to 25 years of age secure and maintain housing. Use of funds may include, but are not limited to:
1) Identify and assist housing services for this population in your community;
2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);
3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and
4) Provide engagement in outreach and targeting to serve those with the most severe needs.

Expenditure of Funds

Any grant funds remaining unexpended as of June 30, 2022, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2022 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. *HCD will only accept applications electronically via email no later than 5:00 p.m. on:*

Tuesday, March 31, 2020

HCD will only accept applications electronically at the following email address:

THP@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an annual report to the Department for the three years following distribution of TAY Program funds addressing the following:
1) How many people were served?
2) What were the funds used for?
3) Who were the housing navigator(s)?
4) How many people served were in foster care?
5) How many people served were in probation system?

Yes

Certification

On behalf of the entity identified in the signature block below, I certify that:
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Chris Woods	Director, Human Services Agency		
Printed Name	Title of Signatory	Signature	Date

Entity Name:	County of San Joaquin		Phone Number:	209-468-1650			
Entity Address:	P.O. Box 201056	City:	Stockton	State:	CA	Zip:	95201

Attachment: Accept Funding for TRANSITIONAL Housing Program Allocation Acceptance and Govt TIN Forms (6046 : HSA - Transitional

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*: County of San Joaquin

Remit-To Address (Street or PO Box)*: P.O. Box 201056

City*: Stockton State *: CA Zip Code*+4: 95201-3006

Government Type:
- ☐ City
- ☑ County
- ☐ Special District
- ☐ Federal
- ☐ Other (Specify)

Federal Employer Identification Number (FEIN)*: 94-6000531

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
Human Services Agency	P.O. Box 201056, Stockton, CA 95201-3006

Contact Person*: Chris Woods Title: Director, Human Services Agency

Phone number*: 209-468-1650 E-mail address: cwoods@sjgov.org

Signature*: Date:

Attachment: Accept Funding for TRANSITIONAL Housing Program Allocation Acceptance and Govt TIN Forms (6046 : HSA - Transitional

Housing Navigators Program (HNP)

Allocation Acceptance Form

Gavin Newsom, Governor
State of California

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Douglas R. McCauley, Acting Director
California Department of Housing and Community Development

2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833
Phone: (916) 263-2771
Email: Stephanie.Tran-Houangvilay@hcd.ca.gov

February 2020

Attachment: Accept Funding for Housing Navigators Program Allocation Acceptance and Govt TIN Forms [Revision 1] (6046 : HSA -

4.21.c

Housing Navigators Program (HNP) Allocation Acceptance

Rev. 2/4/20

County Allocation: $148,385

Pursuant to Item 2240-103-0001 of Section 2 of the Budget Act of 2019, as amended by Section 16 of Chapter 363 of the Statutes of 2019 (SB 109), the Department of Housing and Community Development (HCD) shall allocate $5 million in funding to counties for the support of housing navigators to help young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system. The county may use the funding to provide housing navigation services directly or through a contract with other housing assistance programs in the county. It is encouraged that the county coordinate with the local Continuum of Care to foster communication and collaboration.

Allocation Applicant

Allocation Applicant is a County Child Welfare Agency

Pursuant to statute, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula allocation for the purpose of distributing these funds to counties. The formula allocation is based on each county's percentage of the total statewide number of young adults aged 18 through 21 year old in foster care. The allocation excludes Alpine, Mono, and Sierra counties because their calculation did not demonstrate a need for young adults aged 18-21.

Applicant County	**San Joaquin County**										
Legal name of Applicant as stated on resolution	**County of San Joaquin**										
Address	P.O. Box 201056				City	Stockton	State	CA	Zip	95201	
Auth Rep Name	Chris Woods	Title	Director of H.S.A.	Auth Rep Email	cwoods@sjgov.org				Phone	209-468-1650	
Contact Name	Anthony Rocha	Title	Deputy Director		Email	arocha@sjgov.org			Phone	209-468-2050	
Address	P.O. Box 201056				City	Stockton	State	CA	Zip	95201	
Federal Tax ID Number (FEIN):	94-6000531										
Administrative Fiscal Representative											
Legal Name	Jerome C. Wilverding, Auditor-Controller			Contact Name	Jerome C. Wilverding		Contact Email	jwilverding@sjgov.org			
Phone	209-468-3925	Address	44 N. San Joaquin Street, Suite 550		City	Stockton	State	CA	Zip	95202	
File Name:	**App Resolution**	Reference sample resolution document						Attached to email?		Yes	
File Name:	**App Signature Block**	Signature Block - upload in Microsoft Word document						Attached to email?		Yes	
File Name:	**App TIN**	Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes	

Use of Funds

The HNP program funds housing navigators for county child welfare agencies. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigator activities may include, but are not limited to:

1) Assist young adults aged 18-21 secure and maintain housing (with priority given to young adults in the state's foster care system);
2) Provide housing case management which include essential services in emergency supports to foster youth;
3) Prevent young adults from becoming homeless; and
4) Improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.

Expenditure of Funds

Any grant funds remaining unexpended as of June 30, 2022, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2022 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, Applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN form. *A complete signed application with all applicable information must be received by HCD via email no later than 5:00 p.m. on:*

Tuesday, March 31, 2020

HCD will only accept applications electronically at the following email address:

Stephanie.Tran-Houangvilay@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an annual report to the Department for the three years following distribution of HNP Program funds addressing the following: 1) How many people were served? 2) What were the funds used for? 3) Who were the housing navigator(s)? 4) How many people served were in foster care?	Yes

Certification

On behalf of the entity identified in the signature block below, I certify that:
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Chris Woods	Director, Human Services Agency		
Printed Name	Title of Signatory	Signature	Date

Entity Name:	County of San Joaquin		Phone Number:	209-468-1650			
Entity Address:	P.O. Box 201056	City:	Stockton	State:	CA	Zip:	95201

Attachment: Accept Funding for Housing Navigators Program Allocation Acceptance and Govt TIN Forms [Revision 1] (6046 : HSA -

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

4.21.c

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*: County of San Joaquin

Remit-To Address (Street or PO Box)*: P.O. Box 201056

City*: Stockton State *: CA Zip Code*+4: 95201-3006

Government Type:
- ☐ City
- ☑ County
- ☐ Special District
- ☐ Federal
- ☐ Other (Specify)

Federal Employer Identification Number (FEIN)*: 94-6000531

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
Human Services Agency	P.O. Box 201056, Stockton, CA 95201-3006

Contact Person*: Chris Woods Title: Director, Human Services Agency

Phone number*: 209-468-1650 E-mail address: cwoods@sjgov.org

Signature*: Date:

Attachment: Accept Funding for Housing Navigators Program Allocation Acceptance and Govt TIN Forms [Revision 1] (6046 : HSA -

OFFICE OF
SHERIFF-CORONER
COUNTY OF SAN JOAQUIN
7000 Michael N. Canlis Blvd.
French Camp, California 95231-9781

March 5, 2020

Patrick Withrow
Sheriff-Coroner
Public Administrator

Board of Supervisors
County of San Joaquin
44 N. San Joaquin St., Suite 627
Stockton, California 95202

Dear Board Members:

APPROVE AGREEMENT TO PROVIDE OUR LADY OF FATIMA SOCIETY LAW ENFORCEMENT SERVICES FOR VARIOUS EVENTS APRIL THROUGH OCTOBER 2020 (4th DISTRICT)

RECOMMENDATION:

It is recommended that the Board of Supervisors approve an agreement with Our Lady of Fatima Society for law enforcement services at various events scheduled between April and October 2020.

REASON FOR RECOMMENDATION:

Our Lady of Fatima Society is sponsoring eight events at its location in Thornton, scheduled to be held between April and October 2020. It has requested law enforcement services from the Sheriff's Office for security on all event dates. Approval of the attached agreement between the County and Our Lady of Fatima Society will allow the Sheriff's Office to schedule Deputy Sheriffs, Sergeants, and Animal Services Officers on overtime to work each shift requested by Our Lady of Fatima for a total of 759 hours. Our Lady of Fatima Society further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State law enforcement agencies in order to restore or secure public safety at the event.

Rodeos and bloodless bull fights will be scheduled for the following dates: 4/5/2020, 5/17/2020, 6/14/2020, 7/12/2020, 8/9/2020, 9/6/2020, 10/17/2020, and 10/19/2020. As part of the requirement to hold the events, Our Lady of Fatima Society is required to have a licensed veterinarian and an ambulance with a licensed paramedic on site during each event.

At the conclusion of the events, the Sheriff's Office will invoice Our Lady of Fatima Society for the cost of providing its services. Should circumstances arise requiring more hours than scheduled, Our Lady of Fatima Society will be responsible for reimbursement of the actual hours worked. There is no net County cost associated with the agreement.

FISCAL IMPACT:

Cost for the events is estimated at $55,876. Our Lady of Fatima Society will reimburse the County its cost for actual hours worked. There is no net County cost associated with this agreement.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

The Sheriff's Office will arrange with Our Lady of Fatima Society to provide security services at the scheduled events.

Sincerely,

PATRICK WITHROW
Sheriff-Coroner

c: County Administrator
County Counsel
Board Clerk for Agenda 3-24-20

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Chris Rose 3/5/2020 Matthew P. Dalen 3/5/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

APPROVE AGREEMENT TO PROVIDE OUR LADY OF FATIMA SOCIETY LAW ENFORCEMENT SERVICES FOR VARIOUS EVENTS APRIL THROUGH OCTOBER 2020 (4th DISTRICT)

THIS BOARD OF SUPERVISORS DOES HEREBY approve the agreement for law enforcement services between San Joaquin County and Our Lady Of Fatima Society; and

FURTHER, authorizes the Chair of the Board of Supervisors to sign two originals of the agreement.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order Fatima (6037 : S/O - Approve Agreement to Provide Our Lady of Fatima Society Law Enforcement Services)

AGREEMENT TO PROVIDE OUR LADY OF FATIMA SOCIETY LAW ENFORCEMENT SERVICES FOR VARIOUS EVENTS APRIL THROUGH OCTOBER 2020

A-20-_____

This AGREEMENT for LAW ENFORCEMENT SERVICES to OUR LADY OF FATIMA SOCIETY for VARIOUS EVENTS (hereinafter "AGREEMENT"), is made and entered into by and between the County of San Joaquin, a political subdivision of the State of California (hereinafter "COUNTY"), and OUR LADY OF FATIMA SOCIETY, a separate and distinct entity (hereinafter "OUR LADY OF FATIMA SOCIETY").

RECITALS

WHEREAS OUR LADY OF FATIMA SOCIETY seeks to have law enforcement security for its VARIOUS EVENTS scheduled at 26590 N. Sacramento Blvd. Thornton, CA as follows:

Planned Date	Event
4/5/2020	Rodeo or Bloodless Bull Fight
5/17/2020	Rodeo or Bloodless Bull Fight
6/14/2020	Rodeo or Bloodless Bull Fight
7/12/2020	Rodeo or Bloodless Bull Fight
8/9/2020	Rodeo or Bloodless Bull Fight
9/6/2020	Rodeo or Bloodless Bull Fight
10/17/2020	Rodeo or Bloodless Bull Fight
10/19/2020	Rodeo or Bloodless Bull Fight

and

WHEREAS OUR LADY OF FATIMA SOCIETY has complied with all COUNTY permit requirements, and

WHEREAS the San Joaquin County Sheriff's Office has no objection to providing law enforcement security services for VARIOUS EVENTS as allowed by Government Code Section 53069.8 and reserves the right to terminate VARIOUS EVENTS for purposes of public safety,

PROVIDED any costs associated with work hours pursuant to this AGREEMENT wherein Deputy Sheriffs, Sergeants or Animal Services Officers worked at VARIOUS EVENTS shall be paid for by OUR LADY OF FATIMA SOCIETY at the rate indicated in the estimated cost schedule below, and

PROVIDED the planned date of each event is subject to change. This agreement covers the date of the actual event should it differ from the schedule.

NOW THEREFORE, in consideration of the hourly rate charges, covenants, terms, and agreement contained herein, the COUNTY and OUR LADY OF FATIMA SOCIETY hereby agree as follows:

1. OUR LADY OF FATIMA SOCIETY agrees to the estimated cost for law enforcement security provided by the San Joaquin County Sheriff as listed below.

Attachment: Agreement Fatima (6037 : S/O - Approve Agreement to Provide Our Lady of Fatima Society Law Enforcement Services)

2. This estimated cost is based on the understanding that Deputy Sheriffs, Sergeants, and Animal Services Officers will be provided to cover each event. Should circumstances arise requiring more hours and/or personnel, this estimated cost would be adjusted accordingly. In addition, if any further resources are needed to provide adequate security at the EVENT, including from other agencies, those costs will be the responsibility of OUR LADY OF FATIMA SOCIETY. Hourly rates for additional resources not included in the estimated cost schedule may vary.
3. By signing this contract OUR LADY OF FATIMA SOCIETY agrees to pay the County of San Joaquin for the cost of Deputy Sheriffs, Sergeants, and Animal Services Officers for VARIOUS EVENTS.
4. At the conclusion of each event, the San Joaquin County Sheriff's Office will tender an invoice accounting for the number and hours of the personnel worked.
5. Upon OUR LADY OF FATIMA SOCIETY's receipt of the invoice from the San Joaquin County Sheriff's Office, payment must be made to the County of San Joaquin c/o San Joaquin County Sheriff's Office, Attention Management Services, 7000 Michael N. Canlis Blvd, French Camp, California 95231-9781.

Estimated Cost Schedule

Deputy Sheriff: 396 hours x $72.98	$28,900.08
Deputy Sheriff: 168 hours x $74.98	$12,596.64
Sergeant: 108 hours x $80.17	$8,658.36
Animal Services Officer: 87 hours x $40.57	$3,529.59
Patrol unit mileage: 9 round trips x 56.4 miles x $0.97	$492.37
17 round trips x 56.4 miles x $0.99	$949.21
Sgt. Unit (SUV) mileage: 3 round trips x 56.4 miles x $0.84	$142.13
5 round trips x 56.4 miles x $0.82	$231.24
Animal Serv. unit mileage: 3 round trips x 56.4 miles x $0.79	$133.67
5 round trips x 56.4 miles x $0.86	$242.52
TOTAL	**$55,875.81**

Indemnification

At all times involved in this AGREEMENT, OUR LADY OF FATIMA SOCIETY agrees to indemnify, defend and hold harmless the County of San Joaquin, its officers, agents and employees from and against any and all claims, demands, costs, expenses of whatever nature, including court costs and attorney fees arising out of, or resulting from, acts of negligence or intentional misconduct of OUR LADY OF FATIMA SOCIETY, its licensees and invitees, security officers, whether employed or sub-contracted, officers, agents and employees at VARIOUS EVENTS.

Insurance Requirement

During the term of this AGREEMENT, OUR LADY OF FATIMA SOCIETY will carry and maintain in full force comprehensive general liability insurance covering OUR LADY OF FATIMA SOCIETY, its licensees and invitees, security officers, whether employed or sub-contracted, officers, agents and employees at VARIOUS EVENTS at a minimum of $1,000,000 general liability coverage.

Assignment

OUR LADY OF FATIMA SOCIETY may not assign, transfer, or subcontract their obligation to this AGREEMENT or any other rights hereunder without the prior written consent of the COUNTY.

Attachment: Agreement Fatima (6037 : S/O - Approve Agreement to Provide Our Lady of Fatima Society Law Enforcement Services)

Termination

FOR CONVENIENCE: Either party to this AGREEMENT may for any reason terminate this AGREEMENT at any time by giving thirty (30) days' written notice to the other party. Upon termination of this AGREEMENT as herein provided, OUR LADY OF FATIMA SOCIETY shall have no obligation to compensate or pay the COUNTY except for services provided before termination.

Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to be given, upon being personally delivered, or two (2) days after being placed in the United States mail, postage prepaid, addressed as shown below:

To OUR LADY OF FATIMA SOCIETY:

Christina Chaves
OUR LADY OF FATIMA SOCIETY
P.O. Box 488
Acampo, California 95220

To COUNTY:

Sheriff Patrick Withrow
San Joaquin County Sheriff's Office
7000 Michael N. Canlis Blvd
French Camp, California 95231-9781

IN WITNESS WHEREOF, each party to this AGREEMENT has signed this AGREEMENT upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this AGREEMENT.

Dated at Stockton, California, this _____ day of _____ 2020.

Christina Chaves
OUR LADY OF FATIMA SOCIETY

By: _____

Katherine M. Miller
Chair, Board of Supervisors

By: _____

ATTEST: Rachel DeBord
Clerk of the Board of Supervisors
San Joaquin County, State of California

By: _____

APPROVED AS TO FORM:
Office of County Counsel

By: _____
Matthew Dacey, Deputy County Counsel

Attachment: Agreement Fatima (6037 : S/O - Approve Agreement to Provide Our Lady of Fatima Society Law Enforcement Services)

SAN JOAQUIN COUNTY
Greatness grows here.

Public Works
Working for YOU

Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 5, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

APPROVAL OF THE 2019-2020 TRANSPORTATION DEVELOPMENT ACT CLAIM FOR BICYCLE AND PEDESTRIAN WAYS AND STREETS AND ROADS IN THE AMOUNT OF $1,160,561 (ALL DISTRICTS)

RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board Order, authorize and direct the Chair of the Board of Supervisors to sign the 2019-2020 Transportation Development Act (TDA) Claim for revenues through the Local Transportation Fund (LTF) in the amount of $1,160,561 for bicycle and pedestrian ways, and for streets and roads.

REASONS FOR RECOMMENDATION:

The LTF is one of two major sources of funding for public transportation provided under the TDA that was established in 1971. Revenues to the LTF are derived from one-quarter cent of the retail sales tax collected in San Joaquin County (County) and are returned by the State Board of Equalization to the County according to the amount of tax collected within the County. The amount of funding allowed for bicycle and pedestrian purposes is two percent of the total LTF funds.

LTF funds are allocated annually by the San Joaquin Council of Governments (COG) as specified in the TDA. These funds are split between the County and its seven Cities, based on population. A claim for LTF funds must be processed through the Board of Supervisors annually and submitted to COG. These funds are utilized by the County for Americans with Disabilities Act (ADA) upgrades to pedestrian facilities, repairs to existing sidewalks, construction and maintenance of bike facilities, and for maintenance of the County road network.

The 2019-2020 TDA Claim includes pedestrian/bicycle apportionment of $146,356 in new funds. There are $13,000 unclaimed apportionments from the previous year. The 2019-2020 TDA Claim also includes $1,001,205 in unspent prior year funds, which must be reclaimed. The total TDA Claim amount is $1,160,561.

Public Works staff programs LTF funds to partially support projects for local streets and roads, construction and maintenance, which facilitate the use and improve the safety of alternative travel modes. This includes specific project needs for sidewalks, ADA compliance (ramps and other specifications), bike facilities, drainage and other project costs for conforming to existing transit facilities.

Public Works projects underway include Sidewalk Accessibility Improvements 2018-2019 and the 2018-2019 ($129,000) Sidewalk Repair Program ($86,000). Projects to be constructed in spring Fiscal Year 2019-2020 include Sidewalk Accessibility Improvements 2019-2020 ($761,598), and 2019-2020 Sidewalk Repair Program ($183,963). These projects constitute 100 percent of available funds programmed.

FISCAL IMPACT:

Cost to the County consists of Public Works staff processing time for the 2019-2020 TDA Claim, which is funded from the 2019-2020 Road Fund Budget.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

The Clerk of the Board of Supervisors will return two signed originals of the 2019-2020 TDA Claim to the Department of Public Works for submittal to COG for approval and funding. Upon approval by the COG Board, COG will return one executed original to be filed with the Clerk of the Board of Supervisors, and one executed original to the Department of Public Works. COG will then prepare a service and stores fund transfer (SST) to transfer the claimed amount to Public Works. Upon receipt of the SST, staff will complete the SST with applicable account distribution and forward it to the office of the Auditor-Controller to transfer funds into the County Treasury.

Sincerely,



KRIS BALAJI, PMP, P.E.
Director of Public Works

KB:AW:mk
FS-20B050-M2

c: Auditor-Controller

Board Clerk
March 24, 2020 Agenda

Reviewed by County Administrator's Office:

Mo Hatef 3/11/2020

Reviewed by County Counsel's Office:

Matthew P. Dalton 3/10/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

BOARD ORDER APPROVING THE 2019-2020 TRANSPORTATION DEVELOPMENT ACT CLAIM FOR BICYCLE AND PEDESTRIAN WAYS AND STREETS AND ROADS

THIS BOARD OF SUPERVISORS DOES HEREBY authorize and direct the Chair of the Board of Supervisors to sign the 2019-2020 Transportation Development Act Claim, a copy of which is on file with the Clerk of the Board, for revenues through the Local Transportation Fund in the amount of $1,160,561 for bicycle and pedestrian ways and for the streets and roads.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

By: _____
Deputy Clerk

Attachment: Board Order (6031 : PW - 2019-2020 Transportation Development Act)

FISCAL YEAR 2019-2020

SAN JOAQUIN COG

TRANSPORTATION DEVELOPMENT ACT

CLAIM FORM AND GUIDELINES

FOR

LOCAL TRANSPORTATION FUND (LTF)

AND

STATE TRANSIT ASSISTANCE FUND (STA)

Agency Name:

SAN JOAQUIN COUNTY

For Internal Use:

Planner Review: _____
Finance Review: _____
Steve Dial Review: _____

Attachment: TDA Claim (6031 : PW - 2019-2020 Transportation Development Act)

LOCAL TRANSPORTATION FUND
CLAIM FOR FISCAL YEAR 2019/20

TO: San Joaquin Council of Governments
555 E Weber Avenue
Stockton, CA 95202

FROM: Applicant: San Joaquin County

Address: 1810 E Hazelton Avenue

City: Stockton Zip: 95205

Contact Person: Dionna Pancoast Phone: 209 468-3007

E-mail Address: DPancoast@sjgov.org Fax: 209 953-5599

The County of San Joaquin hereby requests, in accordance with Chapter 1400 Statutes 1971 and applicable rules and regulations, that its annual transportation claim be approved in the amount of $1,160,561 for fiscal year 2019/20, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and the aforementioned information indicates the eligibility of this claimant for funds for the fiscal year of the application pursuant to CAC Section 6634 and 6734

Submitted by: _____

Title: _____

Date: _____

San Joaquin Council of Governments

Date of approval: _____

BY: _____
Andrew T. Chesley
Executive Director

BY: _____
Steve Dial
Deputy Executive Director/CFO

Date: _____

Attachment: TDA Claim (6031 : PW - 2019-2020 Transportation Development Act)

TRANSPORTATION DEVELOPMENT ACT APPORTIONMENTS

I	Local Transportation Fund Available Apportionment		
	A.	Area Apportionment 2019-2020	$
	B.	Pedestrian/Bicycle Apportionment	$ 146,356
	C.	Previous Years' Unclaimed Apportionment	$ 13,000
	D.	Unexpended Carryover	$ 1,001,205
	F.	Total Available for 2019-2020 Claim(s)	$
	H.	***TOTAL AVAILABLE FOR THIS CLAIM*** (Also enter on page 9, 1st column)	$ 1,160,561
	I.	Actual net funds available (H-D=I)	$ 159,356
II	State Transit Assistance Fund Available Apportionment		
	A.	Area Apportionment 2019-20	$ N/A
	B.	Previous Years' Unclaimed Apportionment	$
	C.	Unexpended Carryover	$
	E.	Total Available for 2019-20 Calim(s)	$
	G.	***TOTAL AVAILABLE FOR THIS CLAIM*** (Also enter on page 9, 2nd column)	$
	H.	Actual net funds available (G-C=H)	$

Attachment: TDA Claim (6031 : PW - 2019-2020 Transportation Development Act)

CLAIM PURPOSES		I. LTF	II STA
I.	**PUBLIC TRANSPORTATION**		
	Article 4 (99260) - Operator [1]	$	
	CCR Section 6730(a) Public Transit	$	
	Article 8 (99400(c)) Contractor Operating	$	
	Article 8 (99400(e)) Contractor Capital	$	
	Article 8 (99400(b)) Passenger Rail Service Operations and Capital	$	
II	**PEDESTRIAN AND BICYCLE**		
	Article 3 (99234)	$ 269,963	
III	**ROADS AND STREETS**		
	Article 8 (99400(a))	$ 890,598	
IV	**OTHER**		
	Article 8 (99400(b,c,d,e))	$	
TOTAL THIS CLAIM		$	
TOTAL AVAILABLE FOR THIS CLAIM (from pg. 8, (I.) H. and (II.) G)		$ 1,160,561	
UNCLAIMED APPORTIONMENT (TOTAL AVAILABLE less TOTAL THIS CLAIM)		$	

IMPORTANT: *To avoid accidental overpayment, please* ***identify*** *and* ***itemize*** *in the space below any unexpended carryover included in the amounts being claimed above. Identify the amount of carryover and the purpose for which it is being reclaimed. Attach pages as necessary.*

LTF in Transit Fund to be reclaimed for	Transit Purpose	
LTF in Transit Fund to be reclaimed for	Capital Purpose	
LTF in Streets and Roads Fund to be reclaimed for	Streets & Roads	$890,598
LTF in Ped/Bike Fund reclaimed for	Peds/Bicycle	$110,607
STA in Transit Fund reclaimed for		
TOTAL UNEXPENDED CARRYOVER		**$1,001,205**

PART I - PUBLIC TRANSPORTION

FINANCIAL INFORMATION
Please Circle Either

Article 4 Operator **2019/2020**
Article 8 Contractor **2019/2020**

Attachment: TDA Claim (6031 : PW - 2019-2020 Transportation Development Act)

VI.

LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN

ROADS AND STREETS PROJECTS

(Use additional forms as necessary)

PART III

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.

Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
LTF carryover applied towards FY 2018-19 Road and Streets Projects	Various	890,598	$ 890,598
Roads & Streets Projects	Various		
TOTAL		**$ 890,598**	**$ 890,598**

1. LTF carryover from previous fiscal years applied toward FY 2019/20 Roads and Streets — $ 890,598

2. FY 2019/20 apportionment applied toward FY 2019/20 Roads and Streets — $ -

3. Total of 1, 2 above (must match total LTF in Table 4 above) — $ 890,598

Attachment: TDA Claim (6031 : PW - 2019-2020 Transportation Development Act)

V.

LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN
PEDESTRIAN AND BICYCLE PROJECTS

(Use additional forms as necessary)

PART II

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.

Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
LTF carryover applied towards FY 2019-20 Pedestrian and Bicycle Projects	Various	110,607	$ 110,607
Pedestrian and Bicycle Projects Sidewalk Repairs	Various	$ 146,356	$ 146,356
Precious Years' Unclaimed Apportionment	Various	$ 13,000	$ 13,000
TOTAL		**$ 269,963**	**$ 269,963**

1. LTF carryover from previous fiscal years applied toward FY 2019/20 Pedestrian & Bicy	$ 110,607
2. FY 2019/20 apportionment applied towards FY 2019/20 Non-motorized	$ 146,356
3. LTF Previous Year's Unclaimed Pedestrian & Bicycle Projects	$ 13,000
4. Total of 1, 2, 3 above (must match total LTF in Table 4 above)	$ 269,963

Attachment: TDA Claim (6031 : PW - 2019-2020 Transportation Development Act)

SAN JOAQUIN COUNTY
Greatness grows here.

Public Works
Working for YOU

Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 5, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

APPROVE CONSULTING ENGINEERING SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD., IN THE AMOUNT OF $170,961 FOR THE HOWARD ROAD EROSION CONTROL (1ST DISTRICT)

RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board Order:

1. Approve an Agreement titled "Consulting Engineering Services Agreement for the Howard Road Erosion Control," (Agreement) between the County of San Joaquin (County) and Nichols Consulting Engineers, CHTD. (NCE), in the amount of $170,961; and,

2. Authorize and direct the Chair of the Board of Supervisors to sign the Agreement; and,

3. Authorize the Director of Public Works to issue and sign task orders not to exceed $17,089 for related supplemental work, which may be required, with a total compensation under the Agreement not to exceed $188,050.

REASONS FOR RECOMMENDATION:

In early 2017, atypical heavy rainfall caused the abrupt collapse of a portion of the northeast embankment approach to the Howard Road Bridge at San Joaquin River. The Department of Public Works (Public Works) restored the eroded embankment; however, the proposed Howard Road Erosion Control (Project) will fortify the affected embankment with reinforced soil, which will significantly increase the embankment's resilience against future heavy rainfall.

In late 2017, the County entered into a consulting services agreement (A-17-413) with NCE to develop Plans, Specifications, and Engineer's estimate for the Project. NCE assisted Public Work's request for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funds by preparing preliminary design recommendations and a corresponding construction cost estimate. HMGP provides funding for project activities that reduce community vulnerability to disasters and their affects.

Public Works submitted an HMGP funding application to FEMA through the California Governor's Office of Emergency Services. Part of the HMGP funding approval process is for FEMA to assess compliance with applicable Federal laws, including the National Environmental Policy Act (NEPA). FEMA completed its environmental assessment in late 2019, and

determined that the Project was Categorically Exempt (NEPA only) and approved funding for the Project.

Due to FEMA's longer than expected review process, the previous agreement with NCE had expired. At the direction of County Counsel, Public Works has established a new Agreement with NCE to provide engineering services for the Project.

This proposed Agreement with NCE will provide for: permitting services; geotechnical investigation and analysis; environmental assessment in accordance with the California Environmental Quality Act; land surveying; and design plans and specifications for the Project. The cost proposal from NCE was reviewed by Public Works staff, and was determined to be reasonable and acceptable for the work to be performed.

Supplemental task orders may be required for unforeseen work. Authorizing the Director of Public Works to issue supplemental task orders will allow the work to continue under this Agreement within the approved funding allocation.

FISCAL IMPACT:

Services under this Agreement and any supplemental task orders will be limited to $188,050, which will be paid over two fiscal years, utilizing funds from FEMA's Hazard Mitigation Grant Program ($141,038) and the Highway Users Tax Account ($47,012). Consulting Engineering Services for 2019-2020 is estimated at $70,000 and is provided from the 2019-2020 Engineering Budget. The remaining funding ($118,050) will be included in the 2020-2021 Engineering Budget. Additionally, the cost of engineering services provided by Public Works staff will also be paid from the Engineering Budget.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Public Works staff will issue a Notice to Proceed to NCE. In addition, the Director of Public Works will be authorized to issue supplemental task orders that may become necessary for this Project.

Sincerely,

KRIS BALAJI, PMP, P.E.
Director of Public Works

KB:AT:rc
DE-20B034-R2

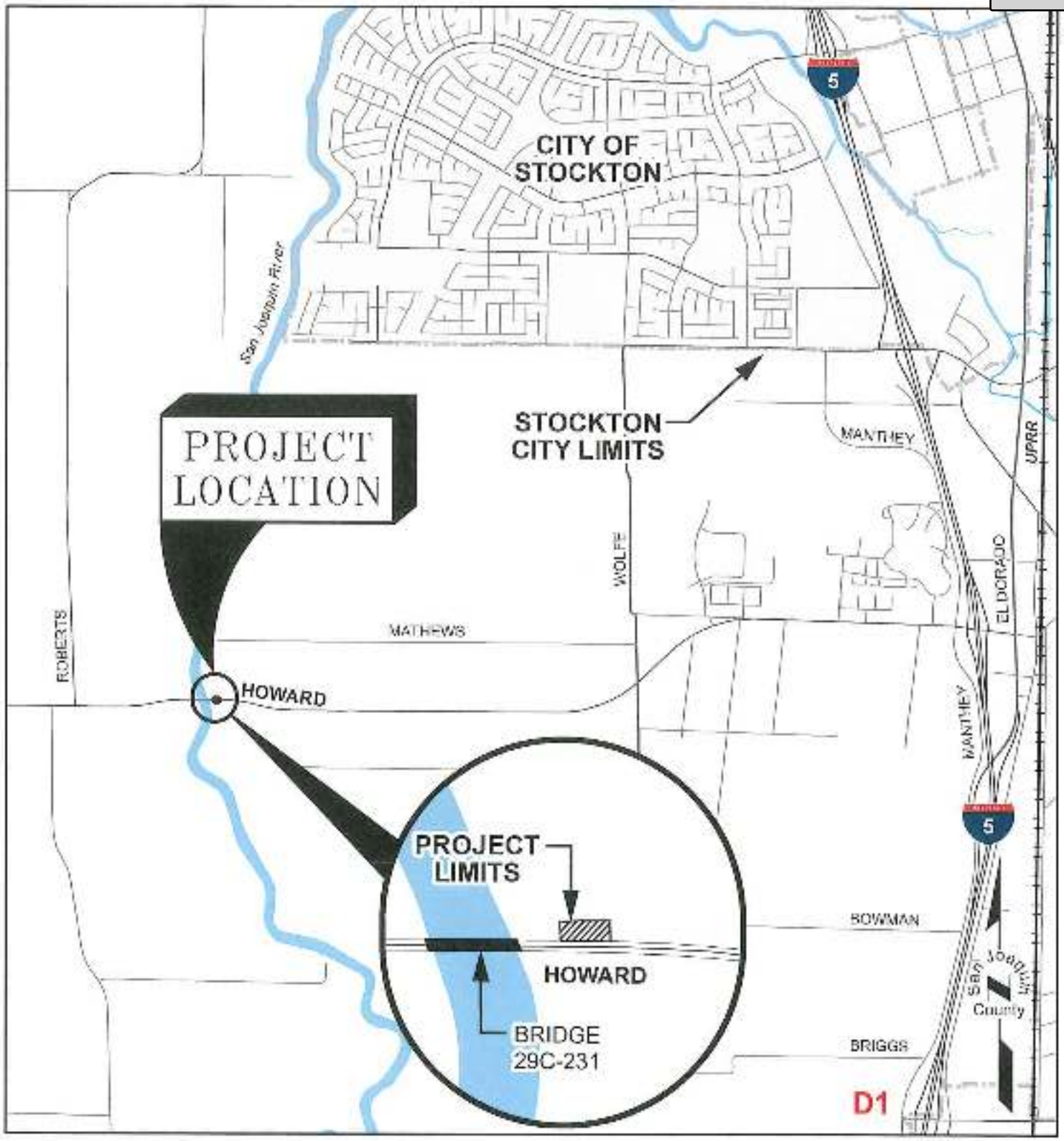
c: Board Clerk
March 24, 2020 Agenda

Approve Consulting Engineering Services Agreement With Nichols Consulting Engineers, CHTD., in the Amount of $170,961 for the Howard Road Erosion Control. (1st District)

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Mo Hatef 3/9/2020

Matthew P. Dalesa 3/10/2020



District 1 NO SCALE



Vicinity Map

HOWARD ROAD EROSION CONTROL

135' East of Howard Road Bridge to 985' East of Howard Road Bridge (North Embankment)

Public Works
Working for YOU!

Attachment: Map (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

BOARD ORDER APPROVING CONSULTING ENGINEERING SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD., IN THE AMOUNT OF $170,961 FOR THE HOWARD ROAD EROSION CONTROL

THIS BOARD OF SUPERVISORS DOES HEREBY approve the Agreement titled "Consulting Engineering Services Agreement for the Howard Erosion Control," between the County of San Joaquin, a political subdivision of the State of California, and Nichols Consulting Engineers CHTD., (NCE) a Nevada Corporation, for the Agreement price of $170,961; and,

FURTHER, authorizes and directs the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and,

FURTHER, authorizes the Director of Public Works to issue and sign task orders not to exceed $17,089 for related supplemental work which may be required, with a total compensation under the Contract not to exceed $188,050.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

_____
Deputy Clerk

Board Order Template Revised 07/2019
14949

Attachment: Board Order (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

AGREEMENT NUMBER A-20 _____

CONSULTING ENGINEERING SERVICES AGREEMENT

FOR THE HOWARD ROAD EROSION CONTROL

THIS AGREEMENT, made and entered into _____, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Nichols Consulting Engineers, CHTD. (NCE), a Nevada corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, COUNTY desires to conduct Engineering Services for the Howard Road Erosion Control, hereinafter referred to as "PROJECT" and as identified in the Aerial Vicinity Map which is attached hereto and incorporated herein by this reference as "VICINITY MAP"; and

WHEREAS, COUNTY has requested Engineering Services from CONSULTANT for the PROJECT; and

WHEREAS, CONSULTANT employs experienced, qualified and duly licensed professional engineers; and

WHEREAS, COUNTY desires to employ the services of CONSULTANT for the PROJECT.

NOW, THEREFORE, the parties hereto mutually agree as follows:

I - SCOPE OF WORK

CONSULTANT shall perform in accordance with Tasks as referenced and defined in Exhibit "A", which is attached hereto and incorporated herein by this reference, hereinafter referred to as "SCOPE OF WORK". CONSULTANT shall provide all labor, equipment, tools, and facilities necessary for the completion of the SCOPE OF WORK.

CONSULTANT represents that all professional personnel required in performing the services under this AGREEMENT have been identified in the CONSULTANT's Statement of Qualifications, which is incorporated herein to the SCOPE OF WORK.

CONSULTANT represents that all work performed pursuant to this AGREEMENT either by CONSULTANT or at its direction shall be sufficient to meet the SCOPE OF WORK as specified in this AGREEMENT and shall be rendered in accordance with the accepted practices and standards of CONSULTANT's profession. All work shall be performed according to the requirements of COUNTY, and other applicable federal, state, and local agencies.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

II - SCHEDULE

A. The time schedule for all work shown in the SCOPE OF WORK shall be performed by CONSULTANT in accordance with the estimated schedule listed in Exhibit "B", which is attached hereto and incorporated herein by this reference, hereinafter referred to as "SCHEDULE". The time for performance by CONSULTANT will begin upon issuance of Notice to Proceed by COUNTY.

B. The work shown in the SCOPE OF WORK shall be completed within the term specified within the SCHEDULE. CONSULTANT shall diligently pursue and coordinate the various tasks contained in the SCOPE OF WORK and proceed according to the SCHEDULE in an orderly and timely manner. The SCHEDULE may be modified by the written consent of COUNTY, but only in the event that such modifications are necessary due to revisions in the SCOPE OF WORK caused by COUNTY or other reviewing agency, or for other reasons beyond the control of CONSULTANT or it is mutually agreed upon and a written request for modification by CONSULTANT is made at least eight (8) weeks prior to the end of the SCHEDULE. Completion of additional services will be done pursuant to Section IV CHANGES IN SCOPE OF SERVICES.

C. Except as to any rights or obligations which survive discharge, this AGREEMENT shall be discharged, and the parties shall have no further obligation to each other, upon completion of the PROJECT as certified by CONSULTANT and accepted by COUNTY. The following provisions in this AGREEMENT shall survive discharge: Section VI - DOCUMENTATION AND SERVICES BY CONSULTANT and Section XII - HOLD HARMLESS. The time for performance by CONSULTANT will be completed upon issuance of Notice of Completion by COUNTY.

III - COMPENSATION

A. CONSULTANT shall be compensated in accordance with the compensation schedule listed in Exhibit "C", which is attached hereto and incorporated herein by this reference, hereinafter referred to as "COST PROPOSAL". COUNTY shall reimburse CONSULTANT up to ONE HUNDRED SEVENTY THOUSAND, NINE HUNDRED SIXTY DOLLARS AND SEVENTY SEVEN CENTS ($170,960.77), which sum includes all expenses of whatever nature including, but not limited to, the Tasks and deliverables identified in the SCOPE OF WORK, printing costs for all submittals and review materials and any subcontracted work. Actual costs shall not exceed the personnel wage rate sheets and other Task costs set forth in the COST PROPOSAL. CONSULTANT shall also comply with Title 49, Code of Federal Regulations, Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

B. COUNTY shall manage and administer Task expenditure limits and associated CONSULTANT and subconsultant expenditure limits in accordance with the COST PROPOSAL. If Tasks are completed by CONSULTANT and subconsultants and accepted by COUNTY, and if CONSULTANT can verify cost savings that result in available residual unexpended funds, then these

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

amounts shall be identified by CONSULTANT and reported to COUNTY. If CONSULTANT forecasts any Task expenditure limit overruns and associated CONSULTANT cost limit overruns or subconsultant cost limit overruns, then these cost overruns shall be identified by CONSULTANT and reported to COUNTY. Prior written COUNTY approval must be secured before any cost overrun can be authorized. With prior written COUNTY approval, if residual unexpended funds are available, then these funds, at COUNTY'S discretion, may be applied to cost overruns as well as additional supplemental work COUNTY may request from CONSULTANT. CONSULTANT shall provide a monthly written summary of progress, critical issues, schedule and budget performance, etc., and any cost savings or forecasted overruns are to be identified by CONSULTANT and reported to COUNTY.

C.Compensation will be provided by COUNTY to CONSULTANT only for work actually performed during the term of this AGREEMENT. Compensation will be based on the actual amount of work performed in accordance with the SCOPE OF WORK, personnel wage rate sheets, and other costs set forth in the COST PROPOSAL. The COUNTY reserves the right to eliminate or reduce the scope of any work listed in the COST PROPOSAL. No additional compensation will be provided for work eliminated from the original COST PROPOSAL or for work performed under a reduced COST PROPOSAL, regardless of the reason for such elimination or reduction.

D.For the purpose of compensation, payments shall be made monthly by COUNTY, based upon the actual hours of work performed by CONSULTANT. All actual direct costs must be specifically identified evidencing in proper detail the nature and propriety of the charges. Any direct costs not specifically identified in the COST PROPOSAL must be approved by COUNTY before any expenses are incurred and before any request for reimbursement can be made by CONSULTANT. CONSULTANT shall submit payment requests in duplicate addressed to COUNTY, which indicate the number of actual hours of work performed, the personnel wage rates, and the other costs related thereto. Monthly payment requests shall include progress updates comparing projected and actual progress, Tasks completed, percent of work completed, and current levels of budget expenditures as a percentage of funds originally allocated for the specific Task in the COST PROPOSAL.

E.Compensation by COUNTY to CONSULTANT shall be made within sixty (60) calendar days of receipt by COUNTY of the complete payment request for a specific month and shall not exceed ninety-five (95) percent of the payment request. The final five (5) percent of the compensation shall be paid by COUNTY to CONSULTANT within sixty (60) calendar days from the date of the completion of the following events:

1. The completion of the SCOPE OF WORK and the acceptance of CONSULTANT's work by COUNTY; and,

2. CONSULTANT's submittal of a certified statement that all subcontractors, subconsultants,

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agents, and material suppliers who may have a claim for payment for work done or materials supplied under this AGREEMENT are paid in full less any retention currently held by County.

F. Upon the written request of CONSULTANT, COUNTY may, in its sole discretion, reduce the retention percentage to less than five (5) percent of payments for completed Tasks and deliverables identified in the SCOPE OF WORK. CONSULTANT's request should provide a statement that no claims are anticipated on the additional money to be released.

IV - CHANGES IN SCOPE OF SERVICES

A. COUNTY reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work by the CONSULTANT in connection with PROJECT and with implementation of PROJECT. Alterations in the services to be provided by the CONSULTANT shall be performed by CONSULTANT, hereinafter referred to as "TASK ORDERS". TASK ORDERS shall be authorized and issued by COUNTY's Director of Public Works. The Board of Supervisors for the County of San Joaquin has given the Director of Public Works the approval to sign TASK ORDERS. TASK ORDERS will be issued as necessary and shall constitute a supplement to this AGREEMENT.

B. Each TASK ORDER shall list the scope of altered or additional services to be performed, state the time period within which the altered or additional work is to be completed, delineate any special conditions, state the compensation in accordance with the personnel wage rate sheets and other costs set forth in the COST PROPOSAL, include work effort and cost detail support data, and authorize CONSULTANT to proceed with the services detailed in the TASK ORDER. When compensation for an item of work is subject to adjustment under the provisions of this section, CONSULTANT shall promptly furnish the authorized COUNTY official with adequate cost data for such item of work.

C. CONSULTANT shall perform altered or additional services as requested by COUNTY, only after receipt of a TASK ORDER from COUNTY executed and signed by COUNTY's Director of Public Works and CONSULTANT.

V - DOCUMENTATION AND SERVICES BY COUNTY TO CONSULTANT

CONSULTANT shall collect and COUNTY shall furnish access to all information, data, and maps as currently exist in files necessary for carrying out the services as set forth in this AGREEMENT, to CONSULTANT, without charge, and COUNTY shall cooperate in every way possible in the carrying out of the work without undue delay. CONSULTANT agrees that COUNTY's responsibility to provide access to information is limited to data of record in COUNTY files and in the format as recorded. CONSULTANT shall check and investigate existing information and conditions and notify the COUNTY of any deficiencies that the CONSULTANT discovers.

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VI - DOCUMENTATION AND SERVICES BY CONSULTANT TO COUNTY

CONSULTANT shall furnish all reports and drawings/plans in hard copy and electronic format as determined by COUNTY, and reproducibles of all reports and drawings submitted for under this AGREEMENT, to COUNTY upon completion of this AGREEMENT or earlier termination. All documents and electronic files including, but not limited to, passwords, source codes, etc., submitted by CONSULTANT to COUNTY shall become the property of COUNTY upon completion of this AGREEMENT or earlier termination.

No material prepared in connection with this AGREEMENT shall be subject to copyright in the United States or any other country. All drawings, specifications, documents and other memoranda relating to work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONSULTANT for COUNTY, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this AGREEMENT.

COUNTY agrees that if COUNTY substantially and materially alters any of the instruments of service, including supporting studies, materials, plans, and other documents delivered to COUNTY by CONSULTANT upon completion of the AGREEMENT, any use by COUNTY of such instruments of service for this or any other project shall be at the COUNTY's sole risk and responsibility.

CONSULTANT and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to performance under this AGREEMENT, but not limited to, the costs of administering this AGREEMENT. Such materials shall be available at their respective offices at all reasonable times during this AGREEMENT period and for three years from the date of final payment under this AGREEMENT.

VII - WORK PRODUCT

COUNTY and CONSULTANT acknowledge and agree that "Work Product", and all components of it, provided or developed by CONSULTANT hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONSULTANT agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom products upon development. On all written material,

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whether in print, electronic, or any media form, constituting "Work Product", CONSULTANT shall place or cause to be placed the following legend preferably in the lower right corner: © 202_ County of San Joaquin. All rights reserved. All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of COUNTY whether executed by or for CONSULTANT for COUNTY, or otherwise by or for CONSULTANT, or by or for a subcontractor operating under CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this AGREEMENT.

VIII - PERSONNEL

A. CONSULTANT agrees that it employs, or will employ, at its expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of, or have any contractual relationship with COUNTY. The CONSULTANT further agrees that should any personnel be replaced or added after the execution of this AGREEMENT, the CONSULTANT shall notify the COUNTY within five (5) business days and said personnel shall be subject to the COUNTY'S written approval prior to initiating any work under this AGREEMENT.

B. COUNTY acknowledges that CONSULTANT may subcontract certain portions of the SCOPE OF WORK to subcontractors as specified in the COST PROPOSAL. COUNTY hereby approves the use of these firms as subcontractors. Should any subcontractors be replaced or added after COUNTY's approval, COUNTY shall be notified within five (5) days and said subcontractors shall be subject to COUNTY's Department of Public Works Director or assigned designee's written approval prior to initiating any work under this AGREEMENT. CONSULTANT shall be fully responsible for the complete and full performance of all services of subcontractors and shall compensate all such subcontractors for their work. CONSULTANT shall certify in writing to COUNTY the payment, in full, of all sums due to subcontractors, subconsultants, agents, and material suppliers who may have a claim for payment for work done or materials supplied under this AGREEMENT.

All of the services required by this AGREEMENT shall be performed by CONSULTANT or under its direct supervision and all personnel engaged in the performance of such activities shall be fully qualified and shall be authorized or permitted under federal, state and/or local law to perform such services.

C. No discrimination shall be made by CONSULTANT in the employment of persons to work under this contract because of race, color, national origin, ancestry, sex, or religion of such person.

IX - CONFLICT OF INTEREST

The CONSULTANT affirms that the CONSULTANT presently has no interest that has not been previously disclosed to the COUNTY; and, shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT; and, in the event of change in either private interests or services under this

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AGREEMENT, the CONSULTANT will immediately raise with the COUNTY any question regarding possible conflict of interest which may arise as a result of such change. The CONSULTANT further agrees that in the performance of this AGREEMENT, no person having any such interest shall be employed. A potential conflict of interest includes, but is not limited to, work related to contracts with COUNTY departments, (other cities), (other parties), local land developers and current clients who may have a financial interest in the outcome of the PROJECT. At the COUNTY's discretion, a potential conflict of interest may be waived or factored into a modified SCOPE OF WORK, as the case may be.

X - TERMINATION

COUNTY reserves the right to terminate AGREEMENT at any time prior to completion by CONSULTANT of the Tasks and work outlined in the SCOPE OF WORK and any supplemental TASK ORDERS, upon receipt of written notice of termination to CONSULTANT. Upon termination, CONSULTANT shall immediately turn over to COUNTY all documents, records, papers, plans, drawings, and copies of electronic files, whether finished or not, generated by or supplied to CONSULTANT in connection with its performance of services pursuant to AGREEMENT. Costs to assemble, package and transmit information submitted to COUNTY shall be entirely the responsibility of CONSULTANT and subcontractors and shall not be chargeable in any way to COUNTY. Said documents, records, papers, plans, drawings, and copies of electronic files shall become the property of COUNTY. COUNTY agrees that if COUNTY substantially and materially alters any of the instruments of service, including documents, records, papers, plans, drawings, and copies of electronic files delivered to COUNTY by CONSULTANT upon termination of AGREEMENT, any use by COUNTY of such instruments of service for this or any other project shall be at COUNTY's sole risk and responsibility.

At the time CONSULTANT submits project documents and materials to COUNTY, CONSULTANT shall also submit to COUNTY a request for final compensation for CONSULTANT and subcontractors for services rendered pursuant to AGREEMENT prior to the date of the written notice of termination. COUNTY shall review and approve all submittals, and negotiated compensation will not exceed original fiscal COST PROPOSAL budget limits. Furthermore, COUNTY may adjust final compensation upon termination to CONSULTANT and subcontractors to reflect remaining services necessary to complete the original SCOPE OF WORK. COUNTY shall assume no liability for costs, expenses, or lost profits resulting from contracts entered into by CONSULTANT with third parties in reliance upon AGREEMENT. Such payment upon termination shall be accepted by CONSULTANT as complete compensation of CONSULTANT for all services, and CONSULTANT waives all payment claims against COUNTY arising directly or indirectly under AGREEMENT.

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XI - ASSIGNMENT

Both parties shall give their personal attention to the faithful performance of this AGREEMENT and shall not assign, transfer, convey, or otherwise dispose of this AGREEMENT or any right, title or interest in or to the same or any part thereof without the prior written consent of the other party and then only subject to such terms and conditions as the other party may require. A consent to one assignment shall not be deemed to be a consent to any subsequent assignments. Any assignments without such approval shall be void and, at the option of the other party, shall terminate this AGREEMENT and any license, right or privilege granted herein. This AGREEMENT and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

XII - HOLD HARMLESS

A. The CONSULTANT shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence or willful misconduct of Consultant, its employees, officers, agents or subconsultants.

B. The duty of CONSULTANT to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at CONSULTANT's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the COUNTY.

XIII - INSURANCE

CONSULTANT shall not commence any work until CONSULTANT obtains, at CONSULTANT's own expense, all required insurance that shall be primary, shall name the COUNTY as additional insured, except for professional liability insurance and workman's compensation insurance, and shall expressly indicate that such insurance is related to CONSULTANT's activities under this AGREEMENT. CONSULTANT shall furnish certification of insurance within ten (10) calendar days of execution of this AGREEMENT by COUNTY and prior to issuance by COUNTY of the Notice to Proceed. Such insurance must be from an insurer admitted to the State of California and have the approval of COUNTY as to limit, form and amount. The types of insurance CONSULTANT is required to obtain for the full term of this AGREEMENT will be Commercial General Liability Insurance, Professional Liability Insurance and Workers' Compensation Insurance. As evidence of specified insurance coverage, COUNTY may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies are in force for the specified period during which services will be provided by CONSULTANT. Each policy, or certificate, will bear an endorsement or statement waiving right of cancellation or reduction in coverage

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without thirty (30) calendar days' notice in writing to be delivered by registered mail to COUNTY.

A. Commercial General Liability Insurance - CONSULTANT shall obtain and keep in force and effect during the term of this AGREEMENT, at the CONSULTANT's own expense, General Liability Insurance on an occurrence based policy, including contractual liability with a combined single limit in the minimum amount of One Million Dollars ($1,000,000), and automobile liability insurance with a combined single limit in the minimum amount of One Million Dollars ($1,000,000).

Such insurance shall name COUNTY, its officers, agents, its employees, and representatives as additional insureds.

B. Professional Liability Insurance - CONSULTANT shall obtain, at CONSULTANT's own expense, and provide evidence of Professional Liability Insurance on an occurrence based policy with an aggregate limit in the minimum amount of One Million Dollars ($1,000,000.00).

C. Workers' Compensation Insurance - CONSULTANT shall take out and maintain, during the life of the AGREEMENT, Workers' Compensation Insurance for all employees of CONSULTANT employed at the site of the project, and in case any work is sublet, the CONSULTANT shall require subconsultants to similarly provide Workers' Compensation Insurance for all of the latter's employees. If any class of employees engaged in hazardous work under this AGREEMENT at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work. CONSULTANT, by executing this AGREEMENT, certifies that CONSULTANT is aware of the provisions of Section 3700 et. seq. of the Labor Code of the State of California requiring every employer to be insured against the liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies that CONSULTANT will comply with such provisions before commencing the performance of the work of this AGREEMENT.

XIV - WAIVER

In the event that either COUNTY or CONSULTANT shall at any time or times waive any breach of this AGREEMENT by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this AGREEMENT whether of the same or any other covenant, condition or obligation.

XV – DISPUTES AND REMEDIES

1. Notice of any disputes, claims, or breach raised by CONSULTANT, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim, or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and CONSULTANT, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.

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2. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CONSULTANT. Such dispute, claim, or breach would include conditions and time constraints required of CONSULTANT to remedy.

3. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this AGREEMENT.

4. Any legal action or proceeding with respect to this AGREEMENT shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. ONSULTANT hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this AGREEMENT regardless of the cause of such termination.

5. In any action brought by a party to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

XVI - AGREEMENT CONTAINS ALL UNDERSTANDING

This AGREEMENT represents the entire integrated AGREEMENT between COUNTY and CONSULTANT, and supersedes all prior negotiations, representations of agreements, either written or oral. This document may be amended only by written instrument signed by both COUNTY and CONSULTANT. This AGREEMENT shall be governed by the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

COUNTY OF SAN JOAQUIN,
a political subdivision of the state of California

By:_____
KATHERINE M. MILLER, Chair
Board of Supervisors
"COUNTY"

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By:_____

RECOMMENDED FOR APPROVAL

By:_____
KRIS BALAJI, PMP, P.E.
Director of Public Works
County of San Joaquin

APPROVED AS TO FORM

By:_____
MATTHEW P. DACEY
Deputy County Counsel

NICHOLS CONSULTING ENGINEERS,
CHTD. (NCE), a Nevada corporation

By:_____
NAME: ~~MICHAEL LEACOX~~ Greg Fasiano
TITLE: Principal
"CONSULTANT"
Principal & Secretary

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Exhibit A

NCE Collaboration. Commitment. Confidence.℠

February 18, 2020

Mr. Awni Taha
San Joaquin County Public Works Department
1810 E. Hazelton Avenue
Stockton, CA 95205

Consulting Engineering Services for the
Howard Road Erosion Control Project
San Joaquin County, CA

Dear Awni:

INTRODUCTION

This letter provides a scope and fee to San Joaquin County (SJC) for NCE to provide regulatory compliance, permitting, and civil design for the Howard Road Erosion Control Project. In February 2017, rain events caused significant damage to the northern embankment of Howard Road on its eastern approach to the San Joaquin River. Storms. The damage is characterized as a slip-out on the embankment that is estimated to be approximately 100 feet long by 40 feet tall.

In support of a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Funding (HMGP) request, NCE provided SJC with preliminary design recommendations and a corresponding construction cost estimate for the repair of the embankment. As part of the analysis it was concluded that the characteristics of the slope failure suggests that the pre-disaster design did not have an adequate factor of safety, and therefore, repairing the embankment back to its original condition is likely to result in future recurrent failures. In addition, based on the limited analysis available to date and prior to a geotechnical investigation, the general approach to the repair was anticipated to be one of two mitigation alternatives. Option 1 stabilizes and reinforces the slope using layers of geogrid, while Option 2 reconstructs the slope with soil stabilized with approximately 5% cement. Both options would require taking the current bridge approach along the length of the failure back to the approximate center line of the road.

SJC was awarded the FEMA grant which will be allocated in two phases. The first phase includes compliance with CEQA, a geotechnical investigation, and preparation of construction documents including plans, technical specifications, and an engineer's estimate. This proposal is for Phase I, Phase II of the grant is related to construction.

Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215 3620

www.ncenet.com

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Mr. Awni Taha
San Joaquin County Public Works Department
January 15, 2020

BACKGROUND

As part of the programing of this project many assumptions were contemplated. Related to the repair of the slope, the major assumption is that one of the two options identified are feasible which will be established as part of the geotechnical analysis.

We have made the assumption that the project will not encroach into the levee, and therefore is anticipated to be categorically exempt from CEQA requirements. Another assumption is that as part of the CEQA compliance documentation, it will need to be established if the proposed project is within the Central Valley Flood Protection Board (CVFPB) jurisdiction, which is somewhat based on the extent of the repairs required in Options 1 or 2. We have assumed the project will be, and provided a scope and fee to prepare a request for a Minor alteration (6D) or Maintenance (6E) authorization and coordination with Reclamation District 17 (RD17) which is responsible for the operation and maintenance of the right (east) levee of the San Joaquin River. We have assumed the project does not require coordination with US Army Corp of Engineers (USACE), or an encroachment permit, or USACE Section 408 Permit. Finally, we have also assumed that that agency coordination and permits will not be needed from the California Department of Fish and Wildlife (CDFW), the Central Valley Regional Water Quality Control Board (CVRWQCB), USACE, and the US Fish and Wildlife Service (USFWS).

It is further anticipated the following permits and approvals may be necessary for this project: Stormwater Pollution Prevention Plan (SWPPP) and coverage under the Stormwater Construction General Permit alongside the formerly mentioned 6E and/or 6D request to the CVFPB and coordination with RD17.

SCOPE OF WORK

Task 1 – Project Management

The scope of work for this task includes a Project Kick-Off and progress meetings.

NCE's Project Manager will arrange a Kick-Off Meeting with the County and other stakeholders to initiate work on the Project. The objectives of the Kick-Off Meeting will be:

- Review of the Scope of Work
- Establish lines of communication
- Confirm deadlines
- Confirm Project schedule and milestones
- Refine design and operation criteria

Throughout the Project, NCE staff will be available to attend regularly scheduled progress meetings with the County (maximum of 3). The purpose of the progress meetings will be to identify and resolve any design or funding issues that may surface in a timely manner, present design alternatives and recommendations to County staff, and continue coordination with Project stakeholders as necessary.

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Task 2 – Background Data Review and Survey

The scope of work for this project includes reviewing existing design drawings and geotechnical data available from the County's files. It is anticipated that this data will include recent aerial photos, published geologic and soil mapping, and boring logs for the bridge over the San Joaquin River and approach embankment. This task also includes acquisition of a design level survey from a licensed surveyor authorized to practice in California.

Task 3 – Environmental Resource Background Database Searches, Regulatory Agency Coordination, and CEQA

The scope of work for this task includes technical work required to complete the background database searches, agency coordination, and CEQA compliance documentation.

Assumptions:

- The Project design will not encroach into the levee.
- FEMA is responsible for NEPA compliance.
- This task does not include additional coordination with FEMA.
- This task does not include the preparation or implementation of the Stormwater Construction General Permit.
- There are no impacts to a waters of the United States.
- There are no impacts to a waters of the State of California.
- Permits are not needed from USACE, CDFW, CVRWQCB, or USFWS.
- No Special Status Species will be present.
- No cultural resources will be present.
- There will be no agency field meeting required as the project is not unduly complex.
- The cultural database and CVFPB fee(s) will be paid by NCE and included for reimbursement in invoice(s) to the County.

Task 3A – Background Database Searches and Agency Approval

This task relevant database searches to support CEQA and a request for CVFPB and RD 17 approval.

i. **Special Status Species Database Search and Cultural Resources Database Search.**

This task includes a database search on the Special Status Species and a cultural resources records search. Searches may include the Information, Planning, and Consultation planning tool, the California Natural Diversity Database, California Native Plan Society's Inventory of Rare and Endangered Plants of California, California Department of Fish and Wildlife, and the Central California Information Center and Native American Heritage Commission Sacred Lands files. Once the database records are received, NCE will conduct reconnaissance level field surveys for Special Status Species and Cultural Resources. The database search results and reconnaissance level field surveys will inform the preparation of a Special Status Species technical memo and a cultural resources memo for CEQA compliance.

Deliverables:

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- Special Status Species technical memo
- Cultural Resources technical memo

Assumptions:

- For Cultural Resources: NCE anticipates that a reconnaissance level of effort will produce sufficient documentation to meet regulatory requirements. If significant (National Register eligible) sites are identified or impacted species are present, a more extensive level of evaluation and reporting will be required and can be provided for under a separate scope and fee.
- No Special Status Species protocol level surveys are required.
- No additional biological surveys are required.
- This task does not include a migratory bird clearance survey. A survey for nesting migratory bird species may need to be conducted no earlier than 14 days prior to start of construction, if construction occurs near mature trees during the nesting season.

ii. CVFPB 6D/6E Request and Coordination with RD17

NCE will determine if the proposed project is within the CVFPB jurisdiction. If the project is within CVFPB jurisdiction, then NCE will determine if the proposed project is considered a Minor Alteration (6D) or Maintenance (6E) per California Code of Regulations Title 23, Division 1. Based on initial correspondence with CVFPB, if NCE determines that the proposed project is not within their jurisdiction, it is still recommended to provide the project design to CVFPB and let them provide a final determination.

If the project is within CVFPB jurisdiction, upon reaching 70% design, NCE will submit a formal letter to the CVFPB detailing the proposed improvements and NCE's recommendation on whether the proposed project is considered to be either a Minor Alteration (6D) or Maintenance (6E) per California Code of Regulations Title 23, Division 1. NCE will coordinate with the CVFPB to obtain authorization.

In addition, CVFPB recommended that NCE coordinates with RD17. NCE will provide to RD17 the 70% design, NCE's recommendation if the proposed project is within CVFPB's jurisdiction, and a copy of the 6D or 6E documentation, if appropriate. The purpose of coordinating with RD17 is for informational purposes. The project would need RD17 endorsement if an encroachment permit is needed.

Deliverables:

- Cover letter with a detailed description of the proposed improvements, 70% design plans, and Minor Alteration Request (6D) and/or Maintenance Request (6E) to CVFPB (PDF format)
- Cover letter with a project description, 70% design plans, and Minor Alteration Request (6D) and/or Maintenance Request (6E) (if appropriate) to RD17 (PDF format)

Assumptions:

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- The CVFPB will not require additional information besides the 70% design and a formal letter outlining NCE's recommendations regarding a 6D or 6E request.
- The CVFPB will concur with the determination for either a Minor Alteration (6D) or Maintenance (6E) request resulting in an authorization for the project or the CVFPB will not require any authorization.
- The project will not require an encroachment permit or USACE Section 408 Permit.

Task 3B – CEQA Investigation

NCE anticipates this project is categorically exempt from CEQA requirements per CEQA Guidelines sections 15301, 15302 and 15204. NCE will prepare an administrative record supporting the determination for the County's files and provide the Notice of Exemption for the County to file upon project approval.

Deliverables:
- Administrative record supporting the determination (PDF format)
- Notice of Exemption (PDF format)

Assumptions:
- The project will not encroach on the levee and the cultural and biological technical memos do not identify any unusual circumstances that would indicate a reasonable possibility that the project could cause a significant effect (CEQA Guidelines Section 15300.2(c) and 15300.2(f)).

Task 3C – SWPPP Preparation

This task includes the preparation of a first draft Storm Water Pollution Prevention Plan (SWPPP), project setup on SMARTs, and permit registration documents for the General Construction Storm Water Permit (General Permit).

Deliverables:
- SWPPP document (PDF format)
- General Permit documents (PDF format)
- SMARTs system registration (digital receipt)

Assumptions:
- QSD/QSP services for Phase 2 will be provided under a separate contract.
- Construction-phase tasks are not included in this task as they are contingent upon Phase 2 FEMA funding. These include but are not limited to field visits, contractor training, inspections, sampling, or SWPPP updates beyond final design submittal.

Task 4 – Geotechnical

The geotechnical program will be completed by Cal Engineering & Geology and will focus on developing geotechnical design parameters slope stability and new pavement structural section, and characterizing the geologic materials that will be encountered to provide a basis for bidding and construction of the project.

Underground Utility Clearance

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Clearance of underground utilities will be completed using the process for contacting Underground Service Alert (USA) as detailed in the California Codes Section 4216-4216.9 for marking and clearing of utilities prior to initiating subsurface excavations. There will be a site visit after the initial request and prior to drilling to confirm that all USA member utility companies have responded.

Boring Permitting and Traffic Coordination
Drilling and encroachment permits will be obtained from SJC. A site plan illustrating the boring locations will be developed and included with the drilling permit application. A traffic control plan will be submitted with the encroachment permit application.

Subsurface Exploration
A subsurface exploration program will be undertaken to obtain information needed to characterize the geologic and geotechnical conditions at the site. Six exploratory borings will be drilled; three along the westbound shoulder and three at the toe of the slope.

The borings will be advanced to depths between 20 and 50 feet using a truck-mounted and track-mounted rigs. Soil and rock samples will be obtained from the borings for testing using Standard Penetration Test (SPT) and Modified California samplers. The borings will be logged in the field by a geologist in accordance with the Caltrans Soil and Rock Logging, Classification, and Presentation Manual. The borings will be sealed in accordance with drilling and encroachment permit requirements. All drilling spoils will be left onsite within the future construction footprint. It is anticipated that two days of drilling and sampling and one day of traffic control will be needed to complete the subsurface exploration.

The westbound direction of Howard Road is busy with commute traffic in the morning. Therefore, it is recommended that the three borings along the westbound road shoulder be completed during the weekend. This will require that one lane traffic control with flaggers be provided during drilling.

Access to the toe of the site will likely require permission from the property owner. It is assumed that NCE and SJC will take the lead on obtaining site access permission.

Laboratory Testing
Soil samples retrieved from the borings will be reviewed and classified in accordance with the Caltrans Soil and Rock Logging, Classification, and Presentation Manual. Selected samples will be tested in CE&G's geotechnical laboratory. Anticipated testing will include index properties such as in situ moisture and density, Atterberg Limits, sieve analyses and strength testing such as direct shear, consolidation, and R-Values. If hazardous materials are encountered during the geotechnical subsurface investigation, the materials will be evaluated and tested by qualified environmental professionals. Such services will need to be completed on a time and expenses basis as directed by the County.

Geotechnical Analysis
Geotechnical analyses will be completed to develop seismic design parameters, evaluate slope stability and to design pavement structural sections.

Log of Test Boring Sheet

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

The soil encountered and results of laboratory testing will be formalized on a Log of Test Borings plan sheet which will be drafted in Caltrans format to be included as part of the overall project plans. The sheet will use the same border that will appear on the project plans.

Geotechnical Design and Materials Report
A geotechnical design and materials report will be prepared in conformance with Caltrans Division of Engineering Services' Guidelines for Preparing Geotechnical Design Reports dated December 2006 and more recent Caltrans internal materials report guidelines. The geotechnical design and materials report may be incorporated into the contract documents and therefore will contain the Log of Test Boring sheets. This report may be made available to contractors during the bidding phase of the project and will serve as the geotechnical baseline for changed conditions claims. The report will be issued initially in draft format and will be finalized after review by the design team and the County.

Deliverables:
- Draft Geotechnical Design and Materials Report
- Final Geotechnical Design and Materials Report

Task 5 – Design

Task 5A – 30% PS&E
NCE will prepare plans and specifications and engineer's estimate for the project. It is anticipated that the project design will require the following sheets:

- Title Sheet
- Notes, Legend, and Abbreviations
- Typical Cross Sections
- Site Plan and Staging
- Layout
- Profile
- Construction Details
- Traffic Handling Plan
- Pavement Delineation Plan, Details, and Quantities
- Erosion Control Plan

NCE will prepare technical specifications for the embankment reconstruction. It is anticipated that the following sections will be required:

- General
- Mobilization
- Control of Work and Materials
- Surveying
- Disposal of Materials
- Develop Site Access
- Trench and Excavation Protection
- Traffic Control
- Dust Control
- Construction Area Signs
- Water Pollution Control

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

- Existing Facilities
- Pavement Removal
- Earthwork
- Geogrid Reinforcement
- Subsurface Drains
- Aggregate Bases
- Hot Mix Asphalt
- Traffic Stripes and Pavement Markings
- Fiber Rolls
- Hydroseed
- Erosion Control Blanket

Prior to plan development, NCE will coordinate with the County to confirm that the correct CAD procedures, workflow, templates, and sheet sets are being used. Concurrence with the County will be obtained prior to submission of the 70% plans.

Plans will be developed using AutoCAD Civil 3D 2018 as full size (22x34 inches) and half-size (11x17 inches) PDF files. An engineer's estimate of probable construction cost will be prepared and provided to SJC for review in PDF format. NCE understands that up-front specifications and general conditions will be provided by SJC. Specifications will be provided in both Word and PDF formats.

NCE will test soil suitability to inform hydroseeding and soil enhancement recommendations.

Task 5B – 70% PS&E
After the County has concluded its review of the 30% PS&E submittal, NCE will complete the 70% PS&E. The 70% documents will be refined based on final engineering analyses and address and incorporate the County's comments, as warranted after discussions with NCE.

Plans will be provided as full size (22x34 inches) and half-size (11x17 inches) PDF files. Specifications will be provided in both Word and PDF formats. An engineer's estimate will be provided to SJC in PDF format.

Task 5C – 90% PS&E
After the County has concluded its review of the 70% PS&E submittal, NCE will complete the 90% PS&E. The 90% documents will be refined based on final engineering analyses and address and incorporate the County's comments, as warranted after discussions with NCE.

Plans will be provided as full size (22x34 inches) and half-size (11x17 inches) PDF files. Specifications will be provided in both Word and PDF formats. An engineer's estimate will be provided to SJC in PDF format.

Task 5D – Final PS&E
After SJC has concluded its review of the 90% PS&E submittal, the PS&E will be finalized for bidding and construction. The final documents will address and incorporate the SJC comments, as warranted after discussions with SJC. Final plans will be plotted on paper. Plans will also be provided as full size (22x34 inches) and half-size (11x17 inches) PDF files. The technical specifications will be provided electronically in both Word and PDF formats as well

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

as one copy of the wet stamped and signed technical specifications. A final engineer's estimate will be prepared in Excel format and will be provided electronically in Excel and PDF formats.

Deliverables:

- 30% Plans, Specifications, Estimate
- 70% Plans, Specifications, Estimate
- 90% Plans, Specifications, Estimate
- Final Plans, Specifications, Estimate

PROJECT SCHEDULE AND FEE

We are prepared to begin working on this project upon receiving notice to proceed. Since geotechnical drillers need about 8 weeks of lead time, we anticipate completing Task 4 - Geotechnical within 12 weeks from notice to proceed. We anticipate being able to complete the 30% PS&E within 4 weeks after completion of the drilling. The 70%, 90% and 100% PS&E can be delivered within 3 weeks following receipt of comments on the respective submittal.

NCE will conduct this work in accordance with our current contract in place with SJC on a time and materials basis. We estimate the total fee to be **$170,961**.

CLOSURE

We hope you find this proposal acceptable and we look forward to hearing from you.

Regards,
NCE

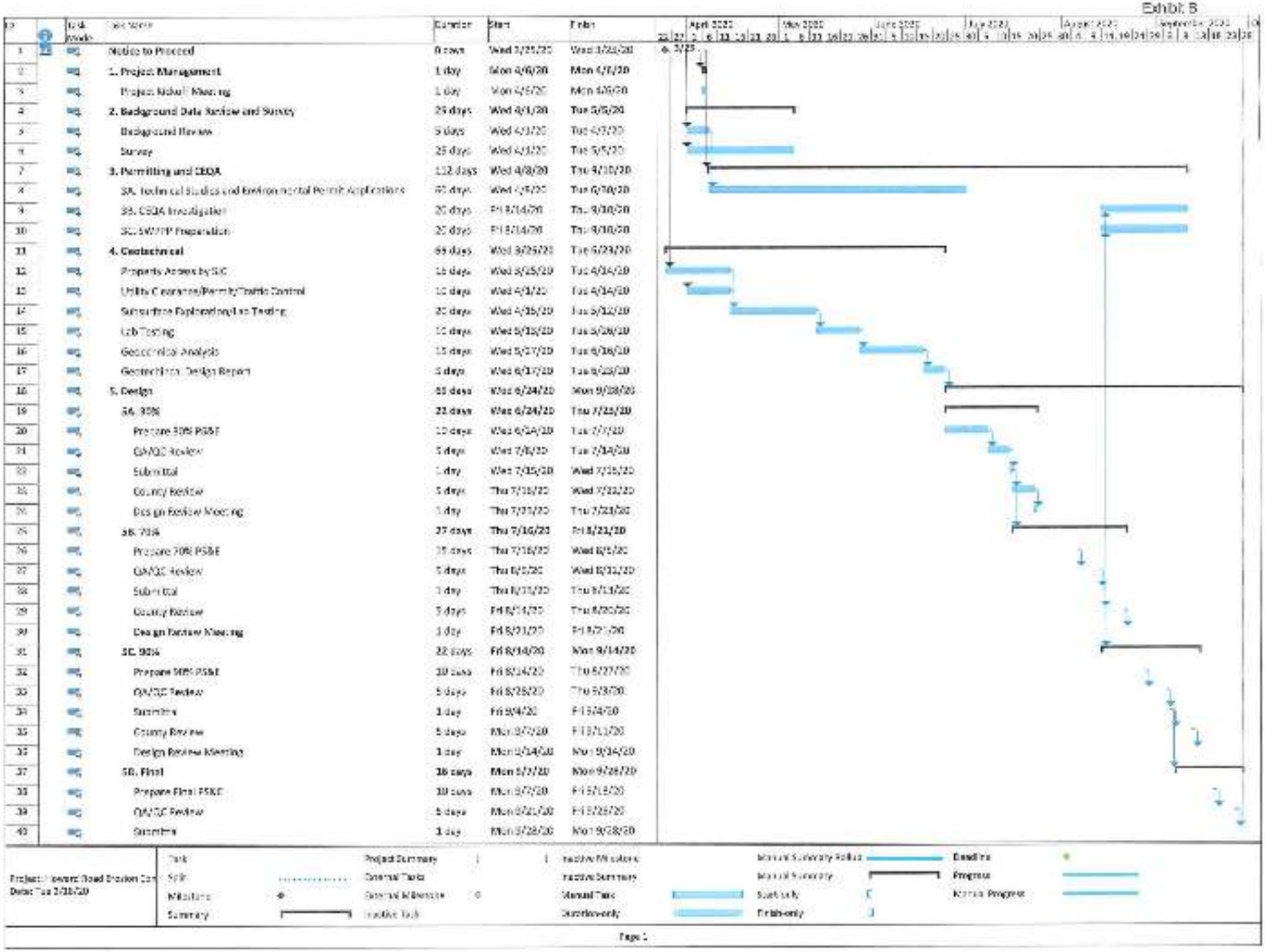
Franz Haidinger, PE
Principal

Michael J. Leacox, CEG
Principal

Attachments: Schedule, Fee Estimate

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

Exhibit B



Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Task 1 - Project Management

Note: Mark-ups are Not Allowed **xx Prime Consultant** **Subconsultant** 2nd Tier Subconsultant

Consultant NCE

Project No. Howard Road Erosion Control Project Contract No. _____ Date 2/18/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Michael Leacox	5.00	$90.48	$452.40
Principal Engineer	Franz Haidinger	6.00	$78.45	$470.70
Principal Scientist	Jason Drew	0.00	$76.43	$0.00
Consulting Principal	Gail Ervin	0.00	$72.50	$0.00
Associate Engineer	Mary Horvath	0.00	$61.19	$0.00
Associate Scientist	Dave Rios	0.00	$50.85	$0.00
Senior Scientist	Debra Lemke	0.00	$51.07	$0.00
Senior Scientist	Jeremy Hall	0.00	$40.32	$0.00
Project Engineer	Christine Davis	0.00	$42.25	$0.00
Project Scientist	Sarah Brown-Anderson	0.00	$37.45	$0.00
Project Scientist	Quinn Radford	0.00	$37.50	$0.00
Project Scientist	Mack Casterman	0.00	$35.50	$0.00
Staff Engineer	Katelyn Williams	10.00	$33.50	$335.00
Staff Engineer	Myles Goins	0.00	$33.31	$0.00
Staff Scientist	Catrina Toy	0.00	$27.88	$0.00
Staff Scientist	Sarah Bryan	0.00	$25.00	$0.00
Staff Scientist	Molly Laitnen	0.00	$26.00	$0.00
Tech Word Processing	Kathryn Stelljes	0.00	$36.31	$0.00
Clerical	Kehly Fisher	0.00	$21.25	$0.00
Clerical	Lorrie Cook	0.00	$32.57	$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $1,258.10

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $1,258.10

INDIRECT COSTS

d) Fringe Benefits (Rate: 88.74%) e) Total Fringe Benefits [(c) x (d)] $1,116.44

f) Overhead (Rate: 128.17%) g) Overhead [(c) x (f)] $1,612.51

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $2,728.94

FIXED FEE 10.00% **k) TOTAL FIXED FEE** [(c) + (j)] x (q)] $398.70

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle use	3	days	100	$ 300.00

l) TOTAL OTHER DIRECT COSTS $ 300.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

_____ $ -

_____ $

m) TOTAL SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $300.00

TOTAL COST [(c) + (j) + (k) + (n)] $4,685.75

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 2 OF 16
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$1,258.10		21	=	$59.91	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$59.91	+	4.0%	=	$62.31	Year 2 Avg Hourly Rate
Year 2	$62.31	+	4.0%	=	$64.80	Year 3 Avg Hourly Rate
Year 3	$64.80	+	4.0%	=	$67.39	Year 4 Avg Hourly Rate
Year 4	$67.39	+	4.0%	=	$70.09	Year 5 Avg Hourly Rate
Year 5	$70.09	+	4.0%	=	$72.89	Year 6 Avg Hourly Rate
Year 6	$72.89	+	4.0%	=	$75.80	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	21.0	=	21.0	Estimated Hours Year 1
Year 2	0.00%	*	21.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	21.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	21.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	21.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	21.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	21.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$59.91	*	21.0	=	$1,258.10	Estimated Hours Year 1
Year 2	$62.31	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$64.80	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$67.39	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$70.09	*	0.0	=	$0.00	Estimated Hours Year 5
Year 6	$72.89	*	0.0	=	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	$1,258.10	
	Direct Labor Subtotal before Escalation			=	$1,258.10	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s)

Prime Consultant or Subconsultant Certifying:

Name:	Michael Leacox	Title *:	Principal
Signature:		Date of Certification (mm/dd/yyyy):	
Email:	mleacox@nichols.com	Phone Number:	916 808 2344
Address:	4755 Folsom Blvd, Ste 250, Sacramento CA 95876		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

This task includes a Project Kick-Off and several progress meetings. Assumptions and restrictions are more fully defined in the full scope of work.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 4 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Task 2 - Background Data Review and Survey

Note: Mark-ups are Not Allowed **xx Prime Consultant** **Subconsultant** 2nd Tier Subconsultant

Consultant NCE

Project No. Howard Road Erosion Control Project Contract No. _____ Date 2/18/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Michael Leacox	6.00	$90.48	$542.88
Principal Engineer	Franz Haidinger	6.00	$78.45	$470.70
Principal Scientist	Jason Drew	0.00	$76.43	$0.00
Consulting Principal	Gail Ervin	0.00	$72.50	$0.00
Associate Engineer	Mary Horvath	0.00	$61.19	$0.00
Associate Scientist	Dave Rios	0.00	$50.85	$0.00
Senior Scientist	Debra Lemke	0.00	$51.07	$0.00
Senior Scientist	Jeremy Hall	0.00	$40.32	$0.00
Project Engineer	Christine Davis	0.00	$42.25	$0.00
Project Scientist	Sarah Brown-Anderson	0.00	$37.45	$0.00
Project Scientist	Quinn Radford	0.00	$37.50	$0.00
Staff Engineer	Mack Casterman	0.00	$32.31	$0.00
Staff Engineer	Katelyn Williams	14.00	$33.50	$469.00
Staff Engineer	Myles Goins	0.00	$33.31	$0.00
Staff Scientist	Catrina Toy	0.00	$27.88	$0.00
Staff Scientist	Sarah Bryan	0.00	$25.00	$0.00
Staff Scientist	Molly Laitnen	0.00	$26.00	$0.00
Tech Word Processing	Kathryn Stelljes	0.00	$36.31	$0.00
Clerical	Kehly Fisher	0.00	$21.25	$0.00
Clerical	Lorrie Cook	0.00	$32.57	$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $1,482.58

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $1,482.58

INDIRECT COSTS

d) Fringe Benefits (Rate: 88.74%) e) Total Fringe Benefits [(c) x (d)] $1,315.64

f) Overhead (Rate: 128.17%) g) Overhead [(c) x (f)] $1,900.22

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $3,215.86

FIXED FEE 10.00% **k) TOTAL FIXED FEE** [(c) + (j)] x (q)] $469.84

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle use	0	days	100	$ -

l) TOTAL OTHER DIRECT COSTS $ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Surveyor $ 8,000.00

$

m) TOTAL SUBCONSULTANTS' COSTS $ 8,000.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $8,000.00

TOTAL COST [(c) + (j) + (k) + (n)] $13,168.29

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 5 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$1,482.58		26	=	$57.02	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$57.02	+	4.0%	=	$59.30	Year 2 Avg Hourly Rate
Year 2	$59.30	+	4.0%	=	$61.68	Year 3 Avg Hourly Rate
Year 3	$61.68	+	4.0%	=	$64.14	Year 4 Avg Hourly Rate
Year 4	$64.14	+	4.0%	=	$66.71	Year 5 Avg Hourly Rate
Year 5	$66.71	+	4.0%	=	$69.38	Year 6 Avg Hourly Rate
Year 6	$69.38	+	4.0%	=	$72.15	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	26.0	=	26.0	Estimated Hours Year 1
Year 2	0.00%	*	26.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	26.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	26.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	26.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	26.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	26.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$57.02	*	26.0	=	$1,482.58	Estimated Hours Year 1
Year 2	$59.30	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$61.68	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$64.14	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$66.71	*	0.0	=	$0.00	Estimated Hours Year 5
Year 6	$69.38	*	0.0	=	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	$1,482.58	
	Direct Labor Subtotal before Escalation			=	$1,482.58	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Michael Loacox Title *: Principal

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: mloacox@ncenet.com Phone Number: 916 806 2344

Address: 8795 Folsom Blvd, Ste 250, Sacramento CA 95826

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

This task includes a Project Kick-Off and several progress meetings. Assumptions and restrictions are more fully defined in the full scope of work.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 7 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Task 3 - Permitting and CEQA

Note: Mark-ups are Not Allowed **xx Prime Consultant** **Subconsultant** 2nd Tier Subconsultant

Consultant **NCE**

Project No. Howard Road Erosion Control Project Contract No. _____ Date 2/18/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Michael Leacox	6.00	$90.48	$542.88
Principal Engineer	Franz Haidinger	6.00	$78.45	$470.70
Principal Scientist	Jason Drew	4.00	$76.43	$305.72
Consulting Principal	Gail Ervin	70.00	$72.50	$5,075.00
Associate Engineer	Mary Horvath	0.00	$61.19	$0.00
Associate Scientist	Dave Rios	12.00	$50.85	$610.20
Senior Scientist	Debra Lemke	36.00	$51.07	$1,838.52
Senior Scientist	Jeremy Hall	4.00	$40.32	$161.28
Project Engineer	Christine Davis	0.00	$42.25	$0.00
Project Scientist	Sarah Brown-Anderson	10.00	$37.45	$374.50
Project Scientist	Quinn Radford	160.00	$37.50	$6,000.00
Staff Engineer	Mack Casterman	30.00	$32.31	$969.30
Staff Engineer	Katelyn Williams	18.00	$33.50	$603.00
Staff Engineer	Myles Goins	0.00	$33.31	$0.00
Staff Scientist	Catrina Toy	20.00	$27.88	$557.60
Staff Scientist	Sarah Bryan	0.00	$25.00	$0.00
Staff Scientist	Molly Laitnen	50.00	$26.00	$1,300.00
Tech Word Processing	Kathryn Steiljes	8.00	$36.31	$290.48
Clerical	Kehly Fisher	2.00	$21.25	$42.50
Clerical	Lorrie Cook	2.00	$32.57	$65.14

LABOR COSTS

a) Subtotal Direct Labor Costs $19,206.82

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $19,206.82

INDIRECT COSTS

d) Fringe Benefits (Rate: 88.74%) e) Total Fringe Benefits [(c) x (d)] $17,044.13

f) Overhead (Rate: 128.17%) g) Overhead [(c) x (f)] $24,617.38

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $41,661.51

FIXED FEE 10.00% **k) TOTAL FIXED FEE** [(c) + (j)] x (q)] $6,086.83

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle use	3	days	100	$ 300.00
Soil Suitability Testing	1	each	150	$ 150.00
Field Equip./Supplies	1	each	100	$ 100.00
Hotel	1	each	150	$ 150.00

l) TOTAL OTHER DIRECT COSTS $ 700.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

_____ $ -

m) TOTAL SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $700.00

TOTAL COST [(c) + (j) + (k) + (n)] $67,655.17

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 8 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$19,206.82		438	=	$43.85	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$43.85	+	4.0%	=	$45.61	Year 2 Avg Hourly Rate
Year 2	$45.61	+	4.0%	=	$47.43	Year 3 Avg Hourly Rate
Year 3	$47.43	+	4.0%	=	$49.33	Year 4 Avg Hourly Rate
Year 4	$49.33	+	4.0%	=	$51.30	Year 5 Avg Hourly Rate
Year 5	$51.30	+	4.0%	=	$53.35	Year 6 Avg Hourly Rate
Year 6	$53.35	+	4.0%	=	$55.49	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	438.0	=	438.0	Estimated Hours Year 1
Year 2	0.00%	*	438.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	438.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	438.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	438.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	438.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	438.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$43.85	*	438.0	=	$19,206.82	Estimated Hours Year 1
Year 2	$45.61	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$47.43	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$49.33	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$51.30	*	0.0	=	$0.00	Estimated Hours Year 5
Year 6	$53.35	*	0.0	=	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	$19,206.82	
	Direct Labor Subtotal before Escalation			=	$19,206.82	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

Exhibit 10-H1 Cost Proposal Page 10 of 15

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approval or California accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Michael Leacox Title *: Principal

Signature: Date of Certification (mm/dd/yyyy):

Email: mleacox@nichenet.com Phone Number: 916 803 2344

Address: 8795 Folsom Blvd, Ste 250, Sacramento CA 95826

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

The scope of work for this task includes all work required to complete all required permitting, technical studies, and CEQA documents. Assumptions and restrictions are more fully defined in the full scope of work.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 10 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Task 4 - Geotechnical

Note: Mark-ups are Not Allowed **xx Prime Consultant** **Subconsultant** 2nd Tier Subconsultant

Consultant **NCE**

Project No. Howard Road Erosion Control Project Contract No. _____ Date 2/18/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Michael Leacox	4.00	$90.48	$361.92
Principal Engineer	Franz Haidinger	8.00	$78.45	$627.60
Principal Scientist	Jason Drew	0.00	$76.43	$0.00
Consulting Principal	Gail Ervin	0.00	$72.50	$0.00
Associate Engineer	Mary Horvath	0.00	$61.19	$0.00
Associate Scientist	Dave Rios	0.00	$50.85	$0.00
Senior Scientist	Debra Lemke	0.00	$51.07	$0.00
Senior Scientist	Jeremy Hall	0.00	$40.32	$0.00
Project Engineer	Christine Davis	0.00	$42.25	$0.00
Project Scientist	Sarah Brown-Anderson	0.00	$37.45	$0.00
Project Scientist	Quinn Radford	0.00	$37.50	$0.00
Staff Engineer	Mack Casterman	0.00	$32.31	$0.00
Staff Engineer	Katelyn Williams	5.00	$33.50	$167.50
Staff Engineer	Myles Goins	0.00	$33.31	$0.00
Staff Scientist	Catrina Toy	0.00	$27.88	$0.00
Staff Scientist	Sarah Bryan	0.00	$25.00	$0.00
Staff Scientist	Molly Laitnen	0.00	$26.00	$0.00
Tech Word Processing	Kathryn Stelljes	0.00	$36.31	$0.00
Clerical	Kehly Fisher	0.00	$21.25	$0.00
Clerical	Lorrie Cook	0.00	$32.57	$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $1,157.02

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $1,157.02

INDIRECT COSTS

d) Fringe Benefits (Rate: 88.74%) e) Total Fringe Benefits [(c) x (d)] $1,026.74

f) Overhead (Rate: 128.17%) g) Overhead [(c) x (f)] $1,482.95

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $2,509.69

FIXED FEE 10.00% **k) TOTAL FIXED FEE** [(c) + (j)] x (q)] $366.67

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle use	0	days	100	$ -

l) TOTAL OTHER DIRECT COSTS $ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

CE&G (Geotech) $ 38,744.00

$

m) TOTAL SUBCONSULTANTS' COSTS $ 38,744.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $38,744.00

TOTAL COST [(c) + (j) + (k) + (n)] $42,777.38

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 11 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$1,157.02		17	=	$68.06	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$68.06	+	4.0%	=	$70.78	Year 2 Avg Hourly Rate
Year 2	$70.78	+	4.0%	=	$73.61	Year 3 Avg Hourly Rate
Year 3	$73.61	+	4.0%	=	$76.56	Year 4 Avg Hourly Rate
Year 4	$76.56	+	4.0%	=	$79.62	Year 5 Avg Hourly Rate
Year 5	$79.62	+	4.0%	=	$82.81	Year 6 Avg Hourly Rate
Year 6	$82.81	+	4.0%	=	$86.12	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	17.0	=	17.0	Estimated Hours Year 1
Year 2	0.00%	*	17.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	17.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	17.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	17.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	17.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	17.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$68.06	*	17.0	=	$1,157.02	Estimated Hours Year 1
Year 2	$70.78	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$73.61	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$76.56	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$79.62	*	0.0	=	$0.00	Estimated Hours Year 5
Year 6	$82.81	*	0.0	=	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	$1,157.02	
	Direct Labor Subtotal before Escalation			=	$1,157.02	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

Exhibit 10-III Cost Proposal Page 12 OF 16

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 – Letting of Contracts
4. 48 Code of Federal Regulations Part 31 – Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 – Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 – Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are non-compliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Michael Leabox Title *: Principal

Signature: Date of Certification (mm/dd/yyyy):

Email: mleabox@ncenet.com Phone Number: 916 806 2344

Address: 8795 Folsom Blvd, Ste 250, Sacramento CA 95826

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

This task includes performing hydrologic and hydraulic analysis to determine design parameters. Analysis will determine the appropriate design flow that informs the size of the culverts to carry the identified peak flow under Kennefick Road in the proposed conditions. Assumptions and restrictions are more fully defined in the full scope of work.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 13 OF 16

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Task 5 - Design

Note: Mark-ups are Not Allowed **xx Prime Consultant** **Subconsultant** 2nd Tier Subconsultant

Consultant NCE

Project No. Howard Road Erosion Control Project Contract No. _____ Date 2/18/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Michael Leacox	10.00	$90.48	$904.80
Principal Engineer	Franz Haidinger	20.00	$78.45	$1,569.00
Principal Scientist	Jason Drew	0.00	$76.43	$0.00
Consulting Principal	Gail Ervin	0.00	$72.50	$0.00
Associate Engineer	Mary Horvath	0.00	$61.19	$0.00
Associate Scientist	Dave Rios	0.00	$50.85	$0.00
Senior Scientist	Debra Lemke	0.00	$51.07	$0.00
Senior Scientist	Jeremy Hall	0.00	$40.32	$0.00
Project Engineer	Christine Davis	0.00	$42.25	$0.00
Project Scientist	Sarah Brown-Anderson	0.00	$37.45	$0.00
Project Scientist	Quinn Radford	0.00	$37.50	$0.00
Staff Engineer	Mack Casterman	0.00	$32.31	$0.00
Staff Engineer	Katelyn Williams	275.00	$33.50	$9,212.50
Staff Engineer	Myles Goins	0.00	$33.31	$0.00
Staff Scientist	Catrina Toy	0.00	$27.88	$0.00
Staff Scientist	Sarah Bryan	0.00	$25.00	$0.00
Staff Scientist	Molly Laitnen	0.00	$26.00	$0.00
Tech Word Processing	Kathryn Stelljes	0.00	$36.31	$0.00
Clerical	Kehly Fisher	2.00	$21.25	$42.50
Clerical	Lorrie Cook	12.00	$32.57	$390.84

LABOR COSTS

a) Subtotal Direct Labor Costs $12,119.64

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $12,119.64

INDIRECT COSTS

d) Fringe Benefits (Rate: 88.74%) e) Total Fringe Benefits [(c) x (d)] $10,754.97

f) Overhead (Rate: 128.17%) g) Overhead [(c) x (f)] $15,533.74

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $26,288.71

FIXED FEE 10.00% **k) TOTAL FIXED FEE** [(c) + (j)] x (q)] $3,840.84

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle use	4	days	100	$ 400.00
Reproduction, color (# copies)	100	each	0.25	$ 25.00

l) TOTAL OTHER DIRECT COSTS $ 425.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $425.00

TOTAL COST [(c) + (j) + (k) + (n)] $42,674.19

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 14 OF 16
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$12,119.64		319	=	$37.99	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$37.99	+	4.0%	=	$39.51	Year 2 Avg Hourly Rate
Year 2	$39.51	+	4.0%	=	$41.09	Year 3 Avg Hourly Rate
Year 3	$41.09	+	4.0%	=	$42.74	Year 4 Avg Hourly Rate
Year 4	$42.74	+	4.0%	=	$44.45	Year 5 Avg Hourly Rate
Year 5	$44.45	+	4.0%	=	$46.22	Year 6 Avg Hourly Rate
Year 6	$46.22	+	4.0%	=	$48.07	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	319.0	=	319.0	Estimated Hours Year 1
Year 2	0.00%	*	319.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	319.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	319.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	319.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	319.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	319.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$37.99	*	319.0	=	$12,119.64	Estimated Hours Year 1
Year 2	$39.51	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$41.09	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$42.74	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$44.45	*	0.0	=	$0.00	Estimated Hours Year 5
Year 6	$46.22	*	0.0	=	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	$12,119.64	
	Direct Labor Subtotal before Escalation			=	$12,119.64	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

Exhibit 10-H1 Cost Proposal Page 12 Of 20

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Michael Leacox	Title *:	Principal
Signature:		Date of Certification (mm/dd/yyyy):	
Email:	mleacox@nichols.com	Phone Number:	916 838 2344
Address:	8795 Folsom Blvd, Ste 250, Sacramento CA 95826		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposal contract:

This task includes the preparation of plans, specifications, and an engineer's estimate for the project. Assumptions and restrictions are more fully defined in the full scope of work.

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

EXHIBIT 10-H1 COST PROPOSAL Page 15 OF 16

CLIENT PRICE BREAKDOWN

ALL TASKS

Project Number: TBD **Project Name:** Howard Road Erosion Control Project

TASK	Labor Hours	Labor $	ODCs	Subcontractor Cost	Total
Task 1 / Project Management	21.00	4,385.75	300.00	0.00	4,685.75
Task 2 / Background Data Review and Survey	26.00	5,168.29	0.00	8,000.00	13,168.29
Task 3 / Permitting and CEQA	438.00	66,955.17	700.00	0.00	67,655.17
Task 4 / Geotechnical	17.00	4,033.38	0.00	38,744.00	42,777.38
Task 5 / Design	319.00	42,248.19	425.00	0.00	42,674.19
-					0.00
-					0.00
-					0.00
-					0.00
-					0.00
TOTAL	821.00	122,791.77	1,425.00	46,744.00	170,960.77

Attachment: Agreement (6032 : PW - Approve Agreement with Nichols Consulting Engineers)

SAN JOAQUIN COUNTY
Greatness grows here.

Public Works
Working for YOU

Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 5, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

APPROVAL AND ADOPTION OF PLANS AND SPECIFICATIONS FOR THE SIDEWALK ACCESSIBILITY IMPROVEMENTS 2019-2020 AND SETTING A BID OPENING DATE OF APRIL 16, 2020 AT 1:30 P.M. (2ND, 4TH AND 5TH DISTRICTS)

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution to:

1. Approve and adopt the Plans and Specifications for the Sidewalk Accessibility Improvements 2019-2020 (Project), which are on file with the Clerk of the Board of Supervisors; and,

2. Authorize advertisement for Project bids; and,

3. Set a bid opening date of April 16, 2020, at 1:30 p.m.

REASONS FOR RECOMMENDATION:

The Americans with Disabilities Act of 1990 requires agencies to upgrade sidewalks and provide depressed curb and ramps at improved intersections in order to provide equal access to individuals with disabilities. This Project, in general, consists of retrofitting 82 curb ramps in the Eaglecrest Orchard, Linden and Industrial Parkway areas. The Project Plans, Specifications, and Estimate have been prepared by Public Works staff. Construction is tentatively scheduled to begin in June 2020, and be completed prior to the expiration of 40 working days. Traffic delays and inconveniences to the motoring public and pedestrians should be minimal during construction.

During the initial environmental site review, it was determined that this Project may substantially affect threatened or endangered species, such as nesting birds protected by the Migratory Bird Treaty Act, including the California State-listed threatened Swainson's Hawk under the California Endangered Species Act. As a result of these

findings, a biological survey is required just prior to start of work and may affect start dates and/or require construction interruptions to mitigate or avoid impacts.

FISCAL IMPACT:

The estimated County construction contract cost of $775,000 is provided from the 2019-2020 Construction Budget with funding from the Local Transportation Fund. Additionally, there is the cost of engineering services provided by Public Works staff, which will be paid from the 2019-2020 Engineering Budget.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Public Works staff will arrange for the advertising of a notice advising that bids will be received by the Department of Public Works. Public Works staff will review the bids and present their recommendation for consideration by the Board of Supervisors at a regularly scheduled Board meeting.

Sincerely,

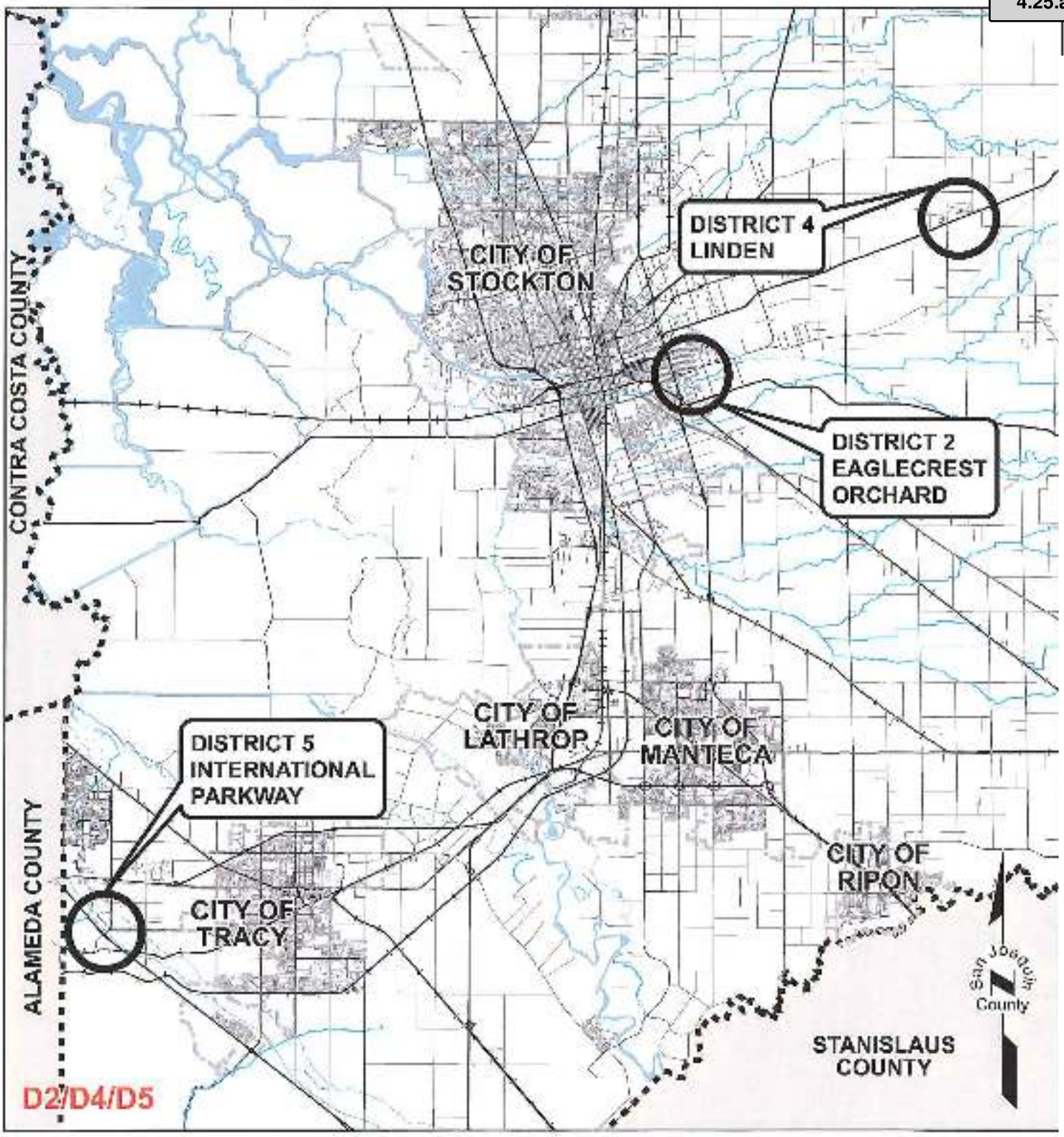
KRIS BALAJI, PMP, P.E.
Director of Public Works

KB:SC:rc
FE-20B036-R2.doc

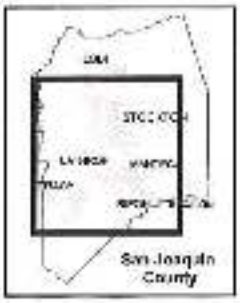
c: Board Clerk
March 24, 2020 Agenda

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Mo Hatef 3/10/2020 Matthew P. Dalesy 3/10/2020



D2/D4/D5 NO SCALE

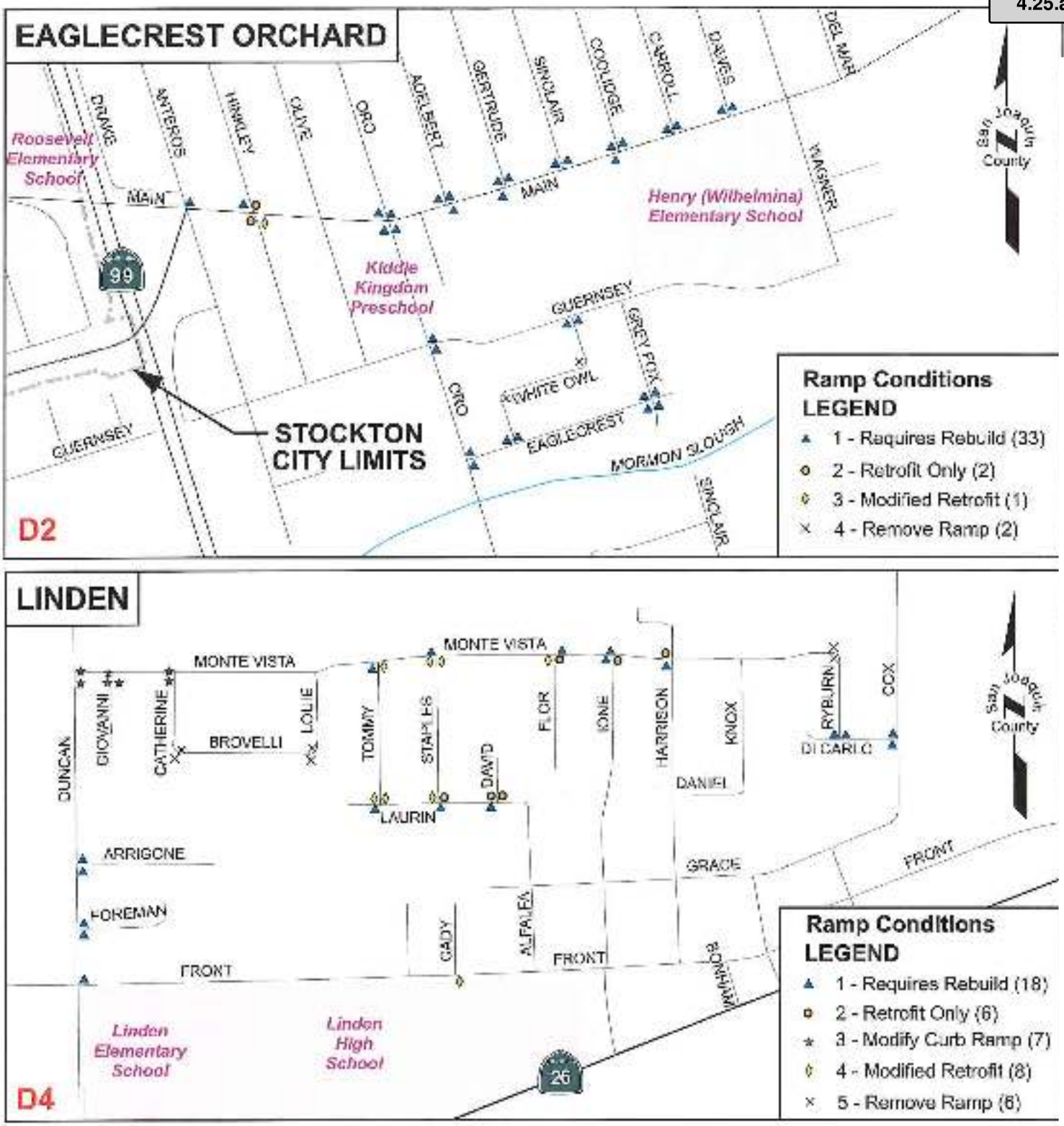


Vicinity Map
SIDEWALK ACCESSIBILITY IMPROVEMENTS 2019-2020

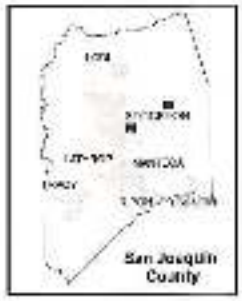
(Various Locations in Eaglecrest Orchard, Linden, and International Parkway)

Public Works
Working for YOU

Attachment: Maps (6034 : PW - Sidewalk Accessibility Improvements 2019-2020)



D2/D4 NO SCALE



Vicinity Map
SIDEWALK ACCESSIBILITY IMPROVEMENTS 2019-2020

(D2 Eaglecrest Orchard & D4 Linden)

Public Works
Working for YOU

Attachment: Maps (6034 : PW - Sidewalk Accessibility Improvements 2019-2020)



D5 NO SCALE





Vicinity Map
SIDEWALK ACCESSIBILITY IMPROVEMENTS 2019-2020

(D5 International Parkway)

Public Works
Working for YOU

Attachment: Maps (6034 : PW - Sidewalk Accessibility Improvements 2019-2020)

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

RESOLUTION APPROVING AND ADOPTING PLANS AND SPECIFICATIONS FOR THE SIDEWALK ACCESSIBILITY IMPROVEMENTS 2019-2020

– – – – –

WHEREAS, public welfare, necessity, and convenience require the Sidewalk Accessibility Improvements 2019-2020 (Project); and,

WHEREAS, the Public Contract Code requires formal bidding procedures, including advertisement for sealed bids.

NOW, THEREFORE, BE IT RESOLVED that the Plans and Specifications for the Project are hereby approved and adopted;

BE IT FURTHER RESOLVED that a contract for said work will be let to bid and that bids will be received by the San Joaquin County Department of Public Works via the BidExpress website (www.bidexpress.com/businesses/23724/home?agency=true); and,

BE IT FURTHER RESOLVED that all bids for this Project shall be received on or before April 16, 2020, at 1:30 p.m.

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin,
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

By _____
Deputy Clerk

Resolution Template 07/2019
14952

Attachment: Resolution (6034 : PW - Sidewalk Accessibility Improvements 2019-2020)

SAN JOAQUIN COUNTY
Greatness grows here.

Public Works
Working for YOU

Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 6, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO COMMIT TO FINANCIAL AND LEGAL OBLIGATIONS ASSOCIATED WITH RECEIPT OF A WATERSMART GRANT (4TH DISTRICT)

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution authorizing the Director of Public Works to commit to the financial and legal obligations associated with receipt of a WaterSMART Grant (Grant).

REASONS FOR RECOMMENDATION:

The United States Department of the Interior, Bureau of Reclamation (USBR) has solicited proposals for a Grant for small-scale water efficiency projects. The purpose of the Grant program is to fund projects that seek to conserve or make more efficient use of water supplies. This Grant will pay 50 percent of costs for water efficiency projects less than $200,000. The Department of Public Works has submitted an application for water meter installation in Sunnyside Estates Maintenance District (Sunnyside). Sunnyside, located adjacent to south-west Lodi, provides domestic water service to 21 homes. The services are currently unmetered and residents pay a flat rate charged on their property tax bill. Installation of water meters will result in a more equitable allocation of district water costs and encourage water conservation. In other districts managed by the County, an average 25 percent decrease in water use has been observed following installation of water meters. In 2009, your Board approved water conservation measures which included a phased approach to water metering within special districts where funding is available (B-09-275).

USBR requires a Resolution be submitted as part of the application that authorizes an official to commit to the financial and legal obligations associated with receipt of the Grant including committing to a 50 percent local match and entering into an agreement.

This Resolution must be submitted within 30 days of the Grant application deadline, which is March 4, 2020.

The Special District Settlement Fund will be used to fund the County's cost share obligation. Sunnyside was one of the districts awarded damages resulting from a settlement related to Dibromochropropane (DBCP) contamination. No further mitigations are required and remaining funds are eligible to be utilized for other district expenses.

FISCAL IMPACT:

Staff costs to prepare the Grant application were paid from the 2019-2020 Community Infrastructure Engineering Budget. The estimated project cost of $105,000 will be included in the 2020-2021 Sunnyside budget, with the required local match, estimated to be $52,500, to be transferred from the Special District Settlement Fund.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Public Works staff will submit a copy of the executed Resolution to USBR.

Sincerely,

KRIS BALAJI, PMP, P.E.
Director of Public Works

KB:JR:me
CI-20B048-ME2

c: Board Clerk
March 24, 2020 Agenda

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Mo Hatef 3/9/2020 Matthew P. Darey 3/10/2020

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO COMMIT TO THE FINANCIAL AND LEGAL OBLIGATIONS ASSOCIATED WITH RECEIPT OF A WATERSMART GRANT

WHEREAS, the Board of Supervisors approved water conservation initiatives (R-09-275), which included a phased approach to water meter installations in special districts where funding is available; and,

WHEREAS, the Department applied for a Grant through the United States Department of the Interior, Bureau of Reclamation (USBR) for the installation of water meters to promote water conservation; and,

WHEREAS, USBR requires a Resolution from the San Joaquin County Board of Supervisors, authorizing an officer of San Joaquin County (County) to commit to the financial and legal obligations associated with receipt of the Grant; and,

WHEREAS, the County is required to provide matching funds at the rate of one dollar for every one dollar requested from USBR and/or in-kind contributions specified in the funding plan.

NOW, THEREFORE, BE IT RESOLVED that the San Joaquin County Board of Supervisors authorizes the Director of Public Works, or the Director's designee, to review, approve and execute Grant related documents, including the Grant agreement, amendments, and any other documentation associated with receipt of Grant funding, and commit to the associated legal and financial obligations; and,

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby authorize matching funds at the rate of one dollar for every one dollar requested from USBR and that sufficient funding is available to provide the required match; and,

BE IT FURTHER RESOLVED that the County will work with USBR to meet established deadlines for entering into a Grant or cooperative agreement; and,

BE IT FURTHER RESOLVED that these authorizations shall remain in effect until such time as they are revoked by this Board of Supervisors.

Attachment: Resolution (6047 : PW - Watersmart Grant)

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin,
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

By _____
Deputy Clerk

Attachment: Resolution (6047 : PW - Watersmart Grant)

SAN JOAQUIN COUNTY
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Public Works
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Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 6, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

INTRODUCE AND WAIVE READING OF AN ORDINANCE PROVIDING FOR NO PARKING ZONES ON PORTIONS OF B STREET (1ST DISTRICT)

RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board Order:

1. Introduce and waive reading of an Ordinance amending Section 10-2000 of the Ordinance Code of San Joaquin County, regulating the parking, standing, or leaving of motor vehicles, motorcycles, or other conveyances upon B Street as follows:

   (366) Along the east side of B Street beginning at a point on the east curb line that is 8 feet northerly of a point that is on the easterly prolongation of the centerline of Twelfth Street, thence running southerly along B Street for a distance of 87 feet, more or less; and along the west side of B Street beginning at a point on the west curb line that is 60 feet northerly of north right-of-way line of Twelfth Street then running southerly along B Street for a distance of 160 feet, more or less.

2. On the first regular meeting following the introduction and waiver of reading, adopt an Ordinance declaring No Parking Zones on portions of B Street, as described in the Board Order.

REASONS FOR RECOMMENDATION:

The Department of Public Works will be installing a cross walk on B Street at Twelfth Street. No Parking Zones adjacent to the cross walk are necessary to prevent parked cars from blocking pedestrians' line of sight as they cross B Street in the cross walk. County staff observed that vehicles regularly park on both sides of B Street at its

intersection with Twelfth Street, blocking the sight distance of drivers turning from Twelfth Street onto B Street and creating nuisance parking. The No Parking Zone will allow drivers to see oncoming cars on B Street and pedestrians in the cross walk.

Adjacent property owners were notified by the Department of Public Works of the proposed No Parking Zone by certified mail. There were no objections.

FISCAL IMPACT:

Incurred costs will be limited to the initial sign posting and ongoing maintenance. Funds are available in the 2019-2020 Road Maintenance Budget for these traffic control devices.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Following adoption of the Ordinance and expiration of the statutory 30-day period, the California Highway Patrol and other affected agencies will be notified and Public Works staff will install No Parking signs as required.

Sincerely,

KRIS BALAJI, PMP, P.E.
Director of Public Works

KB:NZ:me
TE-20B056-ME2

c: Board Clerk
March 24, 2020 Agenda

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Mo Hatef 3/9/2020 Matthew P. Dalesa 3/10/2020



NO PARKING ZONE

NO SCALE

TWELFTH STREET/B STREET
NO PARKING ZONE
-- VICINITY MAP --



SAN JOAQUIN COUNTY

Department of Public Works, 1810 E. Hazelton Ave., Stockton, CA 95205

The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose.
The information on this map is not intended to replace engineering, financial or primary records research.

Public Works
Working for YOU

Year Name: sposandoe

Attachment: Map (6044 : PW - No Parking Zones on B Street)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

INTRODUCE AND WAIVE READING OF AN ORDINANCE PROVIDING FOR NO PARKING ZONES ON PORTIONS OF B STREET

THIS BOARD OF SUPERVISORS DOES HEREBY introduce and waive reading of an Ordinance amending Title 10, Division 2, Chapter 1, Section 10-2000 of the Ordinance Code of San Joaquin County, regulating the stopping, parking, or standing of vehicles, motorcycles or other conveyances on B Street as follows:

(366) Along the east side of B Street beginning at a point on the east curb line that is 8 feet northerly of a point that is on the easterly prolongation of the centerline of Twelfth Street, thence running southerly along B Street for a distance of 87 feet, more or less; and along the west side of B Street beginning at a point on the west curb line that is 60 feet northerly of north right-of-way line of Twelfth Street then running southerly along B Street for a distance of 160 feet, more or less.

Said Ordinance to be adopted April 7, 2020.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

_____
Deputy Clerk

Attachment: Board Order (6044 : PW - No Parking Zones on B Street)

For Informational Purposes only

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 10, DIVISION 2, CHAPTER 1, SECTION 10-2000 PROVIDING FOR NO PARKING ZONES ON PORTIONS OF B STREET

The Board of Supervisors of the County of San Joaquin ordains that Title 10, Division 2, Chapter 1, Section 10-2000 is amended as follows:

SECTION 1: Pursuant to Section 22507 of the Vehicle Code of the State of California, local authorities may, by Ordinance or Resolution, prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day.

SECTION 2: Section 10-2000 of the Ordinance Code of San Joaquin County, as amended, is hereby further amended by adding the following thereto:

(366) Along the east side of B Street beginning at a point on the east curb line that is 8 feet northerly of a point that is on the easterly prolongation of the centerline of Twelfth Street, thence running southerly along B Street for a distance of 87 feet, more or less; and along the west side of B Street beginning at a point on the west curb line that is 60 feet northerly of north right-of-way line of Twelfth Street then running southerly along B Street for a distance of 160 feet, more or less.

SECTION 3: No Parking signs informing the public of the prohibition set forth in Section 2 hereof shall be placed under the direction of the Director of Public Works.

SECTION 4: This Ordinance shall take effect and be in force 30 days after its adoption and prior to the expiration of 15 days from the passage thereof, shall be published once in The Record, a newspaper of general circulation published in the County of San Joaquin, State of California, with the names of the members of the Board of Supervisors voting for and against the same.

Attachment: Ordinance (6044 : PW - No Parking Zones on B Street)

For Informational Purposes only

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of San Joaquin, State of California, on this ___of ____ to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin,
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk



TE-20B056-ME4

Attachment: Ordinance (6044 : PW - No Parking Zones on B Street)

SAN JOAQUIN COUNTY
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Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 6, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

INTRODUCE AND WAIVE READING OF AN ORDINANCE PROVIDING FOR NO PARKING ZONES ON PORTIONS OF SECTION AVENUE AND ORO AVENUE (1ST DISTRICT)

RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board Order:

1. Introduce and waive reading of an Ordinance amending Section 10-2000 of the Ordinance Code of San Joaquin County, regulating the parking, standing, or leaving of motor vehicles, motorcycles, or other conveyances upon Section Avenue and on Oro Avenue as follows:

   (367) On the north side of Section Avenue, beginning at a point on the west right-of-way line of Oro Avenue, thence running in a westerly direction along Section Avenue, for a distance of approximately 100 feet; more or less, and on the north side of Section Avenue, beginning at a point on the east right-of-way line of Oro Avenue, thence running in an easterly direction along Section Avenue, for a distance of approximately 25 feet, more or less.

   (368) On the south side of Section Avenue, beginning at a point on the east right-of-way line of Oro Avenue, thence running in an easterly direction along Section Avenue, for a distance of approximately 50 feet; more or less, and on the south side of Section Avenue, beginning at a point 25 feet west of the west right-of-way line of Oro Avenue, thence running in a westerly direction along Section Avenue, for a distance of approximately 25 feet, more or less.

   (369) On the west side of Oro Avenue, beginning at a point on the north right-of-way line of Section Avenue, thence running in a northerly direction along Oro Avenue, for a distance of approximately 50 feet; and on the east side of Oro Avenue, beginning at a point on the north right-of-way line of Section Avenue, thence running in a northerly direction along Oro Avenue, for a distance of approximately 40 feet.

2. On the first regular meeting following the introduction and waiver of reading, adopt an Ordinance declaring No Parking Zones on portions of Section Avenue

and on portions of Oro Avenue, as described in the Board Order.

REASONS FOR RECOMMENDATION:

The proposed No Parking Zones on Section Avenue and Oro Avenue came to the attention of the Department of Public Works from complaints from local residents that cars parked at this intersection are blocking pedestrian traffic, a bus stop, and line of sight. County staff observed that vehicles are parked on both sides of Section Avenue, blocking a Regional Transit District bus stop and blocking the sight distance of pedestrians crossing Section Avenue at Oro Avenue.

Adjacent property owners were notified by the Department of Public Works of the proposed No Parking Zone by certified mail. There were no objections.

FISCAL IMPACT:

Incurred costs will be limited to the initial sign posting and ongoing maintenance. Funds are available in the 2019-2020 Road Maintenance Budget for these traffic control devices.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Following adoption of the Ordinance and expiration of the statutory 30-day period, the California Highway Patrol and other affected agencies will be notified and Public Works staff will install No Parking signs as required.

Sincerely,



KRIS BALAJI, PMP, P.E.
Director of Public Works

KB:NZ:rc
TE-20B057-M2.doc

c: Board Clerk
March 24, 2020 Agenda

Introduce and Waive Reading of an Ordinance Providing for No Parking Zones on Portions of Section Avenue and Oro Avenue. (Said Ordinance to be Adopted April 7, 2020) (1st District)

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Mo Hatef 3/9/2020 Matthew P. Dalesa 3/10/2020



NO PARKING ZONE

NO SCALE

SECTION AVENUE/ORO AVENUE
NO PARKING ZONE
-- VICINITY MAP --

SAN JOAQUIN COUNTY
Department of Public Works, 1810 E. Hazelton Ave., Stockton, CA 95205

User Name: [illegible]

Attachment: Map (6045 : PW - No Parking Zones on Portions of Section Avenue)

Before the Board of Supervisors

County of San Joaquin, State of California

B-

INTRODUCE AND WAIVE READING OF AN ORDINANCE PROVIDING FOR NO PARKING ZONES ON PORTIONS OF SECTION AVENUE AND ORO AVENUE

THIS BOARD OF SUPERVISORS DOES HEREBY introduce and waive reading of an Ordinance amending Title 10, Division 2, Chapter 1, Section 10-2000 of the Ordinance Code of San Joaquin County, regulating the stopping, parking, or standing of vehicles, motorcycles or other conveyances on Section Avenue and Oro Avenue as follows:

(367) On the north side of Section Avenue, beginning at a point on the west right-of-way line of Oro Avenue, thence running in a westerly direction along Section Avenue, for a distance of approximately 100 feet; more or less, and on the north side of Section Avenue, beginning at a point on the east right-of-way line of Oro Avenue, thence running in an easterly direction along Section Avenue, for a distance of approximately 25 feet, more or less.

(368) On the south side of Section Avenue, beginning at a point on the east right-of-way line of Oro Avenue, thence running in an easterly direction along Section Avenue, for a distance of approximately 50 feet; more or less, and on the south side of Section Avenue, beginning at a point 25 feet west of the west right-of-way line of Oro Avenue, thence running in a westerly direction along Section Avenue, for a distance of approximately 25 feet, more or less.

(369) On the west side of Oro Avenue, beginning at a point on the north right-of-way line of Section Avenue, thence running in a northerly direction along Oro Avenue, for a distance of approximately 50 feet; and on the east side of Oro Avenue, beginning at a point on the north right-of-way line of Section Avenue, thence running in a northerly direction along Oro Avenue, for a distance of approximately 40 feet.

Said Ordinance to be adopted April 7, 2020.

Attachment: Board Order (6045 : PW - No Parking Zones on Portions of Section Avenue)

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

_____

Attachment: Board Order (6045 : PW - No Parking Zones on Portions of Section Avenue)

For Informational Purposes Only

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 10, DIVISION 2, CHAPTER 1, SECTION 10-2000 PROVIDING FOR NO PARKING ZONES ON PORTIONS OF SECTION AVENUE AND ORO AVENUE

The Board of Supervisors of the County of San Joaquin ordains that Title 10, Division 2, Chapter 1, Section 10-2000 is amended as follows:

SECTION 1: Pursuant to Section 22507 of the Vehicle Code of the State of California, local authorities may, by ordinance or resolution, prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day.

SECTION 2: Section 10-2000 of the Ordinance Code of San Joaquin County, as amended, is hereby further amended by adding the following thereto:

(367) On the north side of Section Avenue, beginning at a point on the west right-of-way line of Oro Avenue, thence running in a westerly direction along Section Avenue, for a distance of approximately 100 feet; more or less, and on the north side of Section Avenue, beginning at a point on the east right-of-way line of Oro Avenue, thence running in an easterly direction along Section Avenue, for a distance of approximately 25 feet, more or less.

(368) On the south side of Section Avenue, beginning at a point on the east right-of-way line of Oro Avenue, thence running in an easterly direction along Section Avenue, for a distance of approximately 50 feet; more or less, and on the south side of Section Avenue, beginning at a point 25 feet west of the west right-of-way line of Oro Avenue, thence running in a westerly direction along Section Avenue, for a distance of approximately 25 feet, more or less.

(369) On the west side of Oro Avenue, beginning at a point on the north right-of-way line of Section Avenue, thence running in a northerly direction along Oro Avenue, for a distance of approximately 50 feet; and on the east side of Oro Avenue, beginning at a point on the north right-of-way line of Section Avenue, thence running in a northerly direction along Oro Avenue, for a distance of approximately 40 feet.

SECTION 3: No Parking signs informing the public of the prohibition set forth in Section 2 hereof shall be placed under the direction of the Director of Public Works.

SECTION 4: This Ordinance shall take effect and be in force thirty (30) days after its adoption and prior to the expiration of fifteen (15) days from the passage thereof, shall be published once in The Record, a newspaper of general circulation published in the County of San Joaquin, State of California, with the names of the members of the Board of Supervisors voting for and against the same.

Attachment: Ordinance (6045 : PW - No Parking Zones on Portions of Section Avenue)

For Informational Purposes Only

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of San Joaquin, State of California, on this ___of ____ to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin,
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

By: _____
Deputy Clerk

Attachment: Ordinance (6045 : PW - No Parking Zones on Portions of Section Avenue)

SAN JOAQUIN COUNTY
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Public Works
Working for YOU

Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 12, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

APPROVAL OF FINAL MAP OF TRACT NO. 3670 "MOUNTAIN HOUSE, NEIGHBORHOOD "D", UNIT NO. 2 AND 4", LOCATED NORTH OF GRANT LINE ROAD, WEST OF MOUNTAIN HOUSE PARKWAY
(5TH DISTRICT)

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution to approve the final map of Tract No. 3670, also known as "Mountain House, Neighborhood "D", Unit No. 2 and 4", and authorize and direct the Chair of the Board of Supervisors to execute this final map on behalf of the County of San Joaquin.

REASONS FOR RECOMMENDATION:

The Board of Supervisors is being requested to approve final map of "Mountain House, Neighborhood "D", Unit No. 2 and 4". This subdivided property is located west of Mountain House Parkway and north of Grant Line Road, west of Tracy and has a combined total of 173 lots on 17.97 gross acres. This subdivision will be served by the Mountain House Community Services District (MHCSD) for sanitary sewer, water, storm water drainage, and street lighting. The roads will be maintained by the Master Homeowners Association of Tract No. 3670. Acceptance of all required dedications to the MHCSD occurred by Resolution of the MHCSD Board of Directors on March 18, 2020.

The California Subdivision Map Act requires the legislative body to approve a final map if it is in substantial compliance with the previously approved tentative map. The tentative map for the proposed subdivisions was approved by the San Joaquin County Planning Commission and became effective on October 11, 2007. The final map substantially complies with the previously approved tentative map, and all conditions of approval have been met. The Board of Supervisors is the approving body for this final map by virtue of its land use authority within the Mountain House community.

The Subdivider, Shea Homes Limited Partnership, a California Limited Partnership, has paid the property taxes for Fiscal Year 2019-2020, and has deposited a Security to guarantee property taxes for Fiscal Year 2020-2021 with the County Treasurer-Tax Collector, and Certificates to that effect have been filed with the Clerk of the Board of

Supervisors. Delivery of subdivision improvements required by the tentative map conditions has been secured through a Subdivision Improvement Agreement between the Subdivider and MHCSD. The final map has been approved by the County Surveyor as to technical correctness.

FISCAL IMPACT:

Cost to the County consists of staff processing time. The cost for these services is offset by processing fees paid by the Subdivider.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Public Works staff will proceed with the recordation of the Board Resolution approving this final map and the filing of the final map with the Assessor-Recorder-County Clerk.

Sincerely,

KRIS BALAJI, PMP, P.E.
Director of Public Works

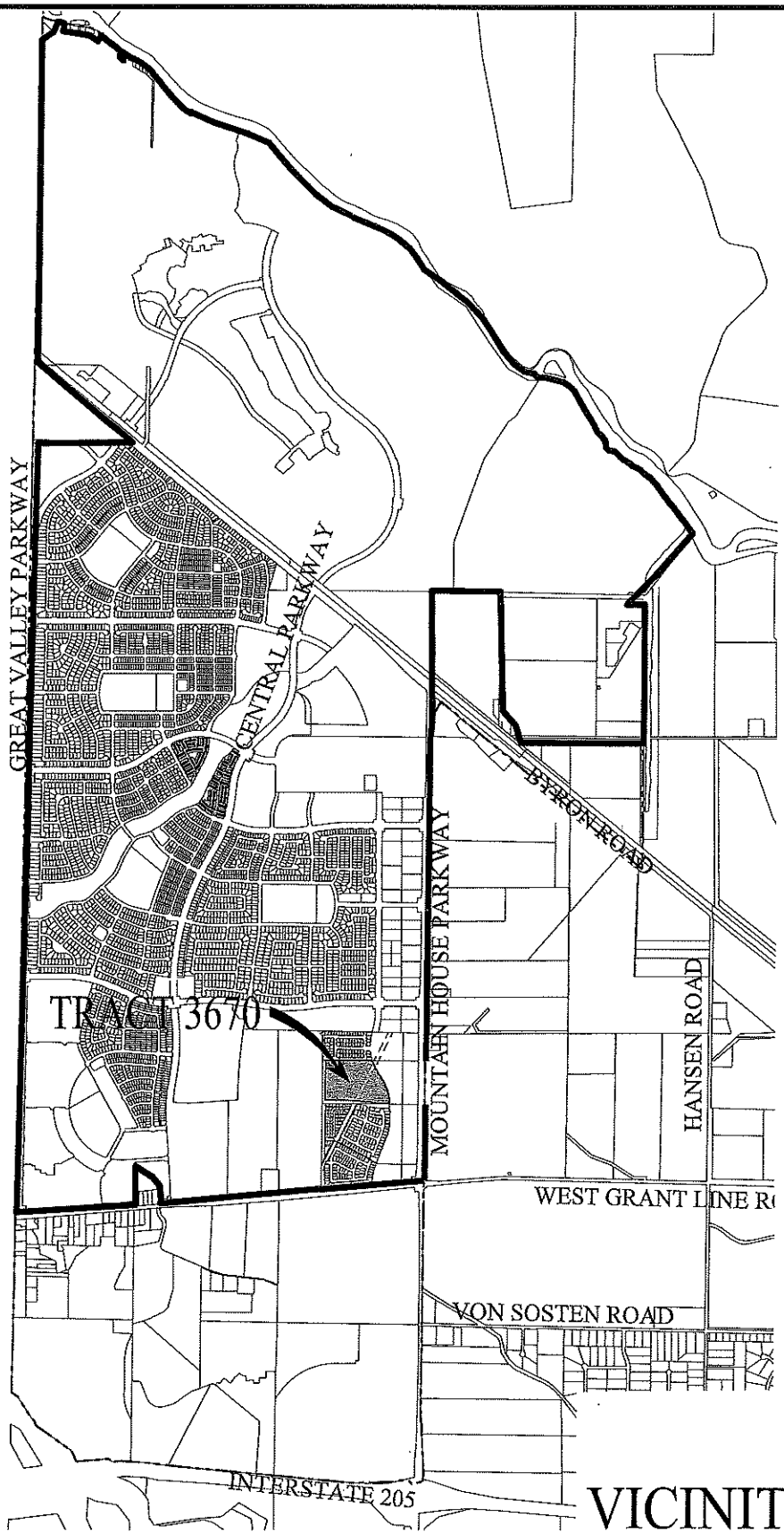
KB:WS:me
SV-20C003-ME2

c: Board Clerk
March 24, 2020 Agenda

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Mo Hatef 3/12/2020 Matthew P. Dalesa 3/12/2020

APRIL 2019



NORTH

NTS

VICINITY MAP
NEIGHBORHOOD D2D4

Mountain House, Ca

MacKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

04-01-2019 9:36am Long Le P:\19730\SRV\MAPPING\FM\COUNTY FM D2_D4_EXHIBITS\D24_VICINITY MAP.DWG

Attachment: Map (6066 : PW - "Mountain House, Neighborhood "D" Unit No. 2 and 4")

AFTER RECORDING, RETURN TO
THE SAN JOAQUIN COUNTY
DEPARTMENT OF PUBLIC WORKS
- SURVEYOR DIVISION -

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

RESOLUTION APPROVING FINAL MAP OF TRACT NO. 3670 "MOUNTAIN HOUSE, NEIGHBORHOOD "D", UNIT NO. 2 AND 4", LOCATED NORTH OF GRANT LINE ROAD, WEST OF MOUNTAIN HOUSE PARKWAY

- - - - - - - - - - - - -

WHEREAS, Shea Homes Limited Partnership, a California Limited Partnership, hereinafter referred to as "SUBDIVIDER," has presented to the Board of Supervisors of the County of San Joaquin, State of California, on this day of March 24, 2020, a map or plat of subdivision of land laid out in lots for the purpose of sale, which map is entitled: "Tract No. 3670, Subdivisions of San Joaquin County," also known as "Mountain House Neighborhood "D", Unit No. 2 and 4"; and,

WHEREAS, said map or plat has been examined by the County Surveyor and bears his statement to that effect; and,

WHEREAS, there are no liens against said subdivisions, or any parts thereof for unpaid State and County taxes, or special assessments collected as taxes, and a Certificate to that effect has been filed with the Clerk of the Board of Supervisors; and,

WHEREAS, the County Treasurer-Tax Collector has determined the taxes, which are due and payable on the property subdivided for Fiscal Year 2019-2020, and said taxes have been paid and Certificates to that effect have been filed with the Clerk of the Board of Supervisors; and,

WHEREAS, the County Treasurer-Tax Collector has estimated the taxes for Fiscal Year 2020-2021, which are a lien on the property subdivided but not yet payable, and Securities to guarantee said taxes have been filed with the County Treasurer-Tax Collector;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of San Joaquin County that said map or plat be, and the same is hereby approved, that the Chair of the Board be, and is hereby authorized and directed to endorse on said map the approval of this Board, and that a certified copy of this Resolution be recorded in the office of the Assessor-Recorder-County Clerk.

Attachment: Resolution (6066 : PW - "Mountain House, Neighborhood "D" Unit No. 2 and 4")

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By _____
Deputy Clerk



_____
KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin,
State of California

Attachment: Resolution (6066 : PW - "Mountain House, Neighborhood "D" Unit No. 2 and 4")

March 10, 2010

Board of Supervisors
44 N. San Joaquin Street
Stockton, CA 95202

Dear Board Members:

Adoption of Memorandum of Understanding Between San Joaquin County In-Home Supportive Services Public Authority and Service Employees International Union Local 2015 Bargaining Unit, Approval of the Modified Public Authority Rate Application, Approval of the Revised Public Authority Budget and Related Budget Adjustments (*4/5ths Vote Required*)

(Action Required by the Board of Supervisors and the IHSS Public Authority Governing Board of Directors)

RECOMMENDATION:

It is recommended that the Board of Directors:

1. Adopt the Memorandum of Understanding (MOU) between In-Home Supportive Services Public Authority (IHSS Public Authority) and the Service Employees International Union Local 2015 (SEIU 2015) (Attachment A);
2. Approve the modified IHSS Public Authority Rate Application (Attachment B) and direct staff to submit the wage increase and benefit changes for State approval; and
3. Approve the Revised Public Authority Budget and the Request for Adjustment, and Additional Appropriations/Estimated Revenue or Transfer of Funds form (Attachment C) to increase the Public Authority appropriations and revenue accounts by $454,654. (*4/5ths vote required*).

REASON FOR RECOMMENDATION:

On March 31, 2016, the MOU between IHSS Public Authority and SEIU 2015 expired. On February 24, 2020 a tentative agreement was reached. On March 19, 2020, members of the SEIU 2015 ratified the tentative agreement. The key elements of the proposed MOU are as follows:

In-Home Supportive Services Public Authority
24 S Hunter St STE 5 • Stockton, CA 95202
Telephone 1 (800) 491-1996 Fax (209) 932-2636

1) The term of the MOU is from March 24, 2020 through March 31, 2023.
2) The MOU contains a wage supplement of $0.50 per hour above the California minimum wage.
3) The MOU contains a reduction in the benefits rate of $0.04 per hour (from $0.74 to $0.70), while removing the previous cap on IHSS hours used for benefits payments.

The IHSS Public Authority is required to submit for approval a Rate Application to the California Department of Social Services (CDSS) to implement the wage and benefit changes.

The MOU also includes an increase in the funding for Safety Equipment from $6,250 per year to $7,250, remove outdated sections, and formalize SEIU 2015 access to provider orientations.

FISCAL IMPACT:

The County pays a Maintenance of Effort (MOE) for IHSS Services and County Administration of the program. The $0.50 per hour wage supplement will result in a one-time adjustment to the County MOE of an estimated $635,940 in the 2020-2021 Fiscal Year. The MOU eliminates the cap on the IHSS hours used to calculate benefits payments, and reduces the benefits rate to $ 0.70 per hour. The benefits change results in a one-time adjustment to the County MOE of an estimated $50,875 in the 2020-2021 Fiscal Year.

The MOU changes will result in additional benefits and safety expenditures of $454,654 in 2019-2020 by the IHSS Public Authority, which will be fully reimbursed by the Human Services Agency. There is no Net County Cost of approving the MOU in the 2019-2020 Fiscal Year.

ACTION TO BE TAKEN:

Staff will submit the MOU and the IHSS Public Authority Rate Application to CDSS for approval and implementation of the wage and benefit changes and process the Request for Adjustment, Additional Appropriations/Estimated Revenue of Transfer of Funds form.

Sincerely,

George McHugh
Executive Director

cc: Chris Woods -Director, Human Services Agency
Jolena Voorhis -County Administrator's Office
Jay Wilverding - Auditor/Controller

Clerk of the Board: 3/24/2020 Agenda

Reviewed by County Administrator's Office:

Jolena Gorthis 3/19/2020

Reviewed by County Counsel's Office:

Kimberly D. Johnson 3/19/2020

Attachment A

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN JOAQUIN COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

AND

SEIU LOCAL 2015

April 1, 2016 – March 31, 2023

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

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Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "Memorandum" or “MOU”, is made by and between the San Joaquin County In-Home Supportive Services Public Authority hereinafter referred to as the “IHSS Public Authority” or “Public Authority” and the SEIU Local 2015 hereinafter referred to as "SEIU" or "Union", representing those Independent IHSS Providers hereinafter referred to as “IHSS Providers” or “Providers” who are members of the In-Home Supportive Services Bargaining Unit. This Memorandum constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the IHSS Public Authority Labor Relations Policy.

This Memorandum formalizes the unique employer-employee relationship defined in law between the IHSS Public Authority and the Union. It is recognized by the parties that the IHSS Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. The Union and the IHSS Public Authority commit themselves in this MOU to some goals that not only benefit this workforce but are also intended to benefit consumers of IHSS services.

The IHSS Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this Memorandum will require the assistance and cooperation of agencies that are not party to this Memorandum. The IHSS Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this Memorandum.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

SECTION 1
DURATION

1.1 Duration

The term of this Memorandum of Understanding shall commence upon ratification by the Union and date of adoption by the Public Authority Board and shall continue through the last day of the thirty-sixth (36) consecutive month from that date (through March 31, 2023)

SECTION 2
RECOGNITION

2.1 Recognition

The IHSS Public Authority recognizes the Union as the exclusive representative of IHSS Providers in the County of San Joaquin. This Agreement does not apply to others affiliated with or employed by the IHSS Public Authority, including without limitation, administrative and operational staff.

SECTION 3
CONSUMER, MANAGEMENT, IHSS PROVIDER AND UNION RIGHTS

3.1 Consumer Rights

The parties reaffirm that under the statute and ordinance establishing the IHSS Public Authority IHSS Consumers have the sole and undisputed right to:

(a) Hire Providers of their choice;

(b) Fire Providers from their service, at will;

(c) Determine in advance and under all circumstances who may and may not enter their home; and,

(d) Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.

The Union shall neither seek nor receive information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and the IHSS Public Authority shall be notified of such release or disclosure immediately.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

The Union shall have no contact with either the consumer or the Provider at the consumer's home without the express permission of the consumer. It is recognized that the Union may, from time to time, inadvertently contact a Provider at the consumer's home because Providers sometimes use consumer's home addresses and/or phone numbers for contact purposes without informing the Union of this fact. However, once the Union becomes aware that a contact address or phone number belongs to a consumer, the Union shall immediately comply with the provisions of this Section. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

3.2 Management Rights

It shall be the exclusive right of the IHSS Public Authority, except as may be provided otherwise by this Memorandum, to make all decisions of a managerial or administrative character, including but not limited to:

(a) To determine the policies, standards, procedures, methods, means and personnel by which IHSS Public Authority operations are to be conducted.

(b) To take whatever actions may be necessary to carry out the mission of the IHSS Public Authority in situations of emergency.

(c) Nothing in this Memorandum shall be construed to interfere with the IHSS Public Authority's right to manage its operations in the most economical and efficient manner consistent with the best interests of all the consumers of In-Home Supportive Services in San Joaquin County.

3.3 IHSS Provider Rights

Each IHSS Provider shall have the following rights, which they may exercise in accordance with this Memorandum, laws, ordinances and policy:

(a) The right to form, join and participate in the activities of any IHSS Provider organization of their own choosing for the purpose of representation on all matters within the scope of representation.

(b) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the IHSS Public Authority, other IHSS Providers or IHSS Provider organizations, with respect to their membership or non-membership in any employee organization or with respect to any lawful activity.

(c) The right to refuse to join or participate in the activities of any IHSS Provider organization.

(d) The right to represent themselves individually in their employee relations with the IHSS Public Authority.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

3.4 Union Rights

The Union shall have the following rights:

(a) Representation: Upon request, to meet and confer in good faith with appropriate levels of IHSS Public Authority management, or their designated representatives, regarding matters within the scope of representation.

(b) Advance Notice: Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the IHSS Public Authority and shall be given the opportunity to meet and confer in good faith with IHSS Public Authority management, or designated representative, prior to its adoption. Written notice will customarily be provided by furnishing the Union with advance copies of the agenda of the Governing Board meetings.

In cases of emergency when IHSS Public Authority management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with the Union, IHSS Public Authority management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, resolution, rule or regulation, proposal, or other action.

(c) Lists and Information: The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current Providers, including name, address, telephone number, social security number, languages, authorized hours and hours worked, if available. The list shall be provided in an agreed upon computerized format.

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, costs, suits, liabilities for damages and/or injury arising from the IHSS Public Authority's disclosure to the Union of information pursuant to this Section of the Memorandum.

(d) Bulletin Board Space: The Public Authority will provide a bulletin board in each of its offices for use by the Union, provided the communications displayed have to do with official Union business. Postings of a political nature shall not be considered to be official Union business and therefore are prohibited. For the purposes of this Section, the term "political nature" shall include postings that tend to support, oppose or criticize a candidate for public office or an elected public official or, postings that are intended to influence the outcome of a publicly held election.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

The IHSS Public Authority reserves the right to remove any material posted in violation of this Section. If the Public Authority does remove posted material from the Union bulletin board, it will notify the Union in writing.

(e) Official Representatives, Stewards: The Union shall provide a current Official Representatives List to the IHSS Public Authority Manager. The list shall include the name, title, telephone number, mailing address and e-mail address of the Union's official representatives, including stewards. The Union shall notify the IHSS Public Authority Manager of any changes to the List. The official representatives and stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided to the Public Authority Manager.

(f) New Provider Orientations: The IHSS Public Authority shall provide an annual calendar to the Union of scheduled new provider group orientations. The IHSS Public Authority shall provide an opportunity for Union representatives to make presentations of up to thirty (30) minutes at such gatherings and may be allowed to use available audio-visual equipment. The Public Authority will provide the Union with a copy of the attendance list.

In the event that the Union is unable to attend a provider orientation, the Public Authority agrees to distribute a sealed packet of Union information to each provider attending the group orientation. The Union will provide information packets for this purpose.

Nothing in this Section is intended to abrogate the IHSS Public Authority's right to provide orientations on a drop-in basis. The IHSS Public Authority agrees to distribute a sealed packet of Union information to each provider attending a drop- in orientation. The Union will provide information packets for this purpose. The Union likewise agrees to make materials provided by the IHSS Public Authority available at Union events.

(g) The Union agrees that it has a duty to provide fair and non- discriminatory representation to all providers in the unit regardless of whether they are members of the Union.

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular bi-weekly pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, specifying the purposes(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been check off authorized. When a Provider 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 have priority over

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

Union dues or other authorized Union deductions.

Hold Harmless Provision: The Union shall defend, indemnify, and hold harmless the County of San Joaquin and the San Joaquin County In -Home Supportive Service Pubic Authority, its Board, directors, officers and employees from any and all claims, demands, suits or any other action arising from this Section, including from the Public Authority's compliance with any Union requests made pursuant to its efforts to collect dues and/or fees, and this duty shall survive the expiration of the MOU.

SEIU Local 2015 will maintain individual Provider authorizations for dues deduction and will certify to the State that it maintains such authorizations. SEIU Local 2015 will also notify the State when there is a change to a Provider's status regarding an authorization for dues deductions.

3.5 Discrimination in Employment Prohibited

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this Memorandum because of race, color, creed, political affiliation or belief, sex, sexual orientation, disability, medical condition, age, religion, ancestry, marital status, national origin, or participation or non-participation in Union activities against any IHSS Provider by the IHSS Public Authority or by the Union.

3.6 Mutual Respect

All providers, clients and administrators involved in the IHSS program, regardless of position, profession or rank, should be treated with courtesy, dignity and respect.

SECTION 4
GRIEVANCE PROCEDURE

4.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum excluding, however, the introduction, the outcome of Labor-Management Committee discussions and those provisions of this MOU which specifically provide that the decision of any IHSS Public Authority official or Consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

4.2 IHSS Provider Participation

IHSS Provider participation in the grievance procedure in any capacity shall be solely on the provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid time.

4.3 Affect of Grievance on Pending Action

Unless the IHSS Public Authority and the Union have mutually agreed in writing to the contrary, the filing and processing of a grievance shall not serve to stay any IHSS Public Authority action.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

4.4 Filing Deadline

Grievances must be filed within fourteen (14) days of the incident or occurrence giving rise to the grievance.

4.5 Procedural Steps

Grievances shall be processed in the following manner:

(a) Step 1 (Informal): Any IHSS Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the IHSS Public Authority Program Manager or such representative as the Program Manager may designate. A decision by the IHSS Public Authority shall be issued within ten (1) days following the discussion.

(b) Step 2 (Formal): If a grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance in writing to the Public Authority Director within ten (10) days of notice of the Step 1 decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The Public Authority Director shall have ten (10) days in which to respond to the grievance in writing. If the Union requests a meeting with the Public Authority Director, such a meeting will be held. If a meeting is held, the written response shall be ten (10) days following the meeting.

(c) Step 3 (Deputy Director): If the grievance is not resolved at Step 2 above, either the Union or the IHSS Public Authority may, within ten (10) days of notice of the Step 2 decision file written notification with the other party that the grievance is being advanced to Step 3, the Deputy Director of Adult and Aging Services.

The Deputy Director of Adult and Aging Services shall have twenty (20) days in which to respond to the grievance in writing. If the Union requests a meeting with the Deputy Director of Adult and Aging Services, such meeting will be held. If a meeting is held, the written response shall be twenty (20) days following the meeting.

The decision of the Deputy Director of Adult and Aging Services shall be final and binding.

4.6 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant or the Union fails to file or advance a grievance within the above specified time limits, the grievance shall be forfeited. If the IHSS Public Authority fails to respond within above specified time limits, the grievant or the Union, whichever is appropriate, may advance the grievance to the next Step.

The Union and the Public Authority may agree to waive the time limits for the processing of a

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

grievance. Such waivers shall be in writing and shall be for a specified period of time.

SECTION 5
WAGES

5.1 Wages

5.1.1 Base Wage. The Base Wage for Providers shall be the state or federal minimum wage, whichever is higher.

5.1.2 Wage Supplement.

a. Effective upon Union ratification, approval by the Public Authority Board, and approval by the State of California, the Public Authority shall supplement wages at an additional $0.50 per hour above the Base Wage outlined above.

b. This Agreement will be agendized by the Governing Board of the Public Authority following ratification by the Union. This Agreement will be agendized within 10 business days of the Union ratification, or 15 days if no Board meetings are scheduled. As soon as possible following adoption by the governing board of the Public Authority of this MOU, the Public Authority will submit the appropriate request to the State of California to implement the new rate, which includes the Base Wage and the Wage Supplement.

5.2 Wage and Benefit Contingency

If during the term of this agreement, state or federal participation levels are reduced, State Realignment Funding is reduced, the state caps their funding participation in a provider wage or benefit lower than the wages or benefits paid under this agreement, or either the state or federal sharing formula is modified in any manner that would result in an increased cost to the Public Authority and/or County to maintain the wages and benefits described in this agreement, the wages and benefits will be reduced by an amount necessary to keep the total Public Authority and/or county cost the same as it was before the State and/or Federal change.

SECTION 6
BENEFITS

6.1 Health, Vision and Dental Care Program

The Healthcare Employees/Employer's Dental and Medical Trust shall act as the plan administrator for benefits provided to San Joaquin County IHSS Individual Providers. The Union, or their designee, shall set all eligibility criteria, premium shares, and manage enrollments, terminations, and other administrative functions as required. The Public Authority shall provide the Union, or their designee, with the necessary data files via secure means as soon as possible.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

6.2 Data Security

The Union shall provide for a means of secure data transmission, and shall protect, defend and indemnify the Public Authority from any loss resulting from the Union's use or transmission of the secure data files.

6.3 Benefits Payments

Beginning the first of the month after written approval from the California Department of Social Services, the Public Authority shall pay $0.70 per Independent Provider (IP) hour per fiscal year.

The Public Authority shall make benefits payments each month based on the previous month's hours as published in the CMIPS Management Statistics Report. Payments will be made as expeditiously as possible and in accordance with the Trust rules and regulations.

6.4 Benefit Contingency

The wage and benefit contingency language contained within Section 5.2 of the MOU shall apply to Health, Vision and Dental Care benefits described above.

SECTION 7
REGISTRY

7.1 Registry Services

It is recognized that one of the IHSS Public Authority's primary missions is to provide registry services to facilitate the referral of providers for recipients to consider for hiring. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers.

The IHSS Public Authority retains the exclusive right to list individual providers on the Registry or to refer individual providers with or without comment. The Public Authority has the right to suspend or remove an individual provider from the Registry subject to the appeal procedures described below.

The IHSS Public Authority and the Union agree to meet and confer regarding those Registry matters, if any, that impact the terms and conditions of employment which are controlled by the IHSS Public Authority. Agreements reached pursuant to this paragraph will be memorialized as Side-Letter Agreements and will be appended to this Memorandum.

7.2 Removal From The Registry

The IHSS Public Authority will give written notice to any IHSS Provider who is listed on the Registry of any adverse decision affecting the Provider. Such notice shall inform the affected IHSS Provider of his/her right to file an appeal, his/her right to union representation and the union telephone number. A copy of the written notice will be sent to the Union. The IHSS Public Authority also shall forward to the IHSS Provider a copy of all materials that were relied upon by the Public Authority when making its decision.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

Either the Union or the IHSS Provider may file a written appeal for such adverse decision to the Public Authority Manager within fifteen (15) days after notice of the decision.

The Union may appeal through Step 2 of the grievance procedure of the MOU. The Step 2 decision will be final and binding.

7.3 Application

This Section only applies to IHSS providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers as set forth in Section 3.1 of this Memorandum.

SECTION 8
LABOR-MANAGEMENT COMMITTEE

8.1 Labor-Management Committee

In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to create a Labor-Management Committee subject to the following:

(a) The committee will meet as mutually agreed by the parties. Agenda items shall be submitted to the designated individual at least seven days prior to each scheduled meeting. The proposed Agenda shall be distributed to each committee member five (5) days prior to the meeting. Absent mutual agreement to do otherwise, only those items listed on the prepared agenda may be discussed at a Labor- Management Committee meeting.

(b) The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.

(c) The Labor-Management Committee will be composed of three (3) representatives appointed by the IHSS Public Authority and three (3) representatives appointed by the Union. The IHSS Public Authority Director will be one of the Committee members. At least one of the Union representatives will be a Union official.

8.2 Topics

The topics for such meetings may include but are not limited to the following:

(a) Mutual Respect. All workers and administrators involved in the IHSS program, regardless of position, profession, or rank, should be treated with courtesy, dignity and respect.

(b) Payroll. Timely and accurate IHSS payroll is essential to the efficient management

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

of the IHSS program. In the spirit of cooperative problem solving, the Union and the Public Authority agree to share information regarding the causes and potential solutions of payroll related issues. The Union and the IHSS Public Authority recognize that the IHSS Public Authority cannot be held accountable for delays caused by agencies outside its control.

(c) Health and Safety. The Union and the IHSS Public Authority are committed to protecting the health and safety of IHSS Providers and Consumers.

(d) Training. Working together to develop training programs will improve the training and make it more relevant to IHSS Providers and Consumers.

(e) Communication. Many problems can be prevented or solved by improved communications.

(f) Cooperation. The Union and the IHSS Public Authority are committed to improvements to the IHSS program for both Consumers and Providers. Areas of cooperation may include advocacy for state and federal long-term care program improvements.

SECTION 9
TRAINING AND EDUCATION

9.1 Training and Education

Consistent with California Welfare and Institutions Code Section 12301.6, the IHSS Public Authority shall provide for the training for homecare Providers and Consumers. The IHSS Public Authority will develop and implement a training plan with input from the Union in the Labor-Management Committee. Although the IHSS Public Authority may, from time to time, choose to offer training programs directly to Providers and Consumers nothing in this Section shall be interpreted to obligate the Public Authority to do so.

9.2 Training Incentives

The Public Authority shall budget $6,250 in total during the life of this MOU to provide a Training Incentive Program. This agreement does not obligate the Public Authority to spend this total amount. Rather, this amount will serve as an absolute limit to the PA's allocation for training incentives during the term of the MOU. The budget amount is dependent upon approval of this item in the Public Authority's claim rate and upon the availability of federal cost sharing.

The Public Authority and the Union will meet and confer to determine the actual training incentives to be provided and the conditions that must be satisfied in order to qualify for such incentives.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

SECTION 10
SAFETY EQUIPMENT

10.1 Safety Equipment

The Public Authority shall budget $7,250 per fiscal year during the life of this MOU to make available standard gloves (including non-latex gloves), masks and disinfectant hand wipes at no charge to providers and consumers who request the supplies. The IHSS Public Authority shall have no obligation to reimburse Providers for purchases of supplies. Nothing in this section will be construed to limit or interfere with the consumer's right to establish conditions of a Provider's employment.

SECTION 11
NO STRIKES/NO LOCKOUTS

11.1 No Strikes/No Lockouts

During the term of this Memorandum, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties.

During the term of this Memorandum, the IHSS Public Authority agrees not to lockout IHSS Providers who are covered by this MOU.

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

SECTION 12
FULL UNDERSTANDING

12.1 Full Understanding

The IHSS Public Authority and the Union agree that this Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this MOU with respect to any matter covered herein, except regarding the interpretation of this MOU. Nothing in this Section is intended to prevent the IHSS Public Authority and the Union from meeting and conferring during the term of this agreement regarding matters covered herein upon the mutual agreement of the parties to do so.

For the Union:

Stephanie Daley, Chief Negotiator

Keith Clipper, Team Member

Sondee Khounsirivong, Team Member

Rosemary Rodriguez, Team Member

Dorothy Taylor, Team Member

Antoinette Ward, Team Member

David Werlin, Statewide Bargaining Director

Marcus McRae, Regional Director

Estuardo Polanco, Organizer

Onyi Ibeabuchi, Organizer

Arnulfo De La Cruz, Executive Vice President

For The Public Authority:

Bruce Heid, IEDA

George McHugh, Executive Director
San Joaquin County IHSS Public Authority

Katherine M. Miller, Chair
Governing Board of Directors
San Joaquin County IHSS Public Authority

Date: _____

Attachment: Attachment A - MOU through 2023 [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

ATTACHMENT B
FISCAL YEAR 2019-2020
SAN JOAQUIN COUNTY
IHSS PUBLIC AUTHORITY REVISED BUDGET
FUND 21600
BUDGET UNIT # 2910000000

	Approved 2019-2020	Revised 2019-2020	Approved vs Revised
Expenditures			
6001000000 Salaries-Regular	420,707	420,707	-
6001100000 Salaries-Cafeteria	28,000	28,000	-
Salaries	**448,707**	**448,707**	-
6010900000 Parking Benefit	3,094	3,094	-
6020100000 Retirement - Non County	62,735	62,735	-
6030000000 Social Security	26,992	26,992	-
6030100000 Social Security-Medi	6,313	6,313	-
6040000000 Life Insurance	11,856	11,856	-
6050000000 Health Insurance	76,941	76,941	-
6060300000 Workers Comp-Non Co Enty Use	7,648	7,648	-
6070000000 Dental Insurance	7,310	7,310	-
6080000000 Vision Insurance	1,749	1,749	-
Fringe Benefits	**204,638**	**204,638**	-
Salaries & Benefits	**653,345**	**653,345**	-

Attachment: Attachment B - Revised PA Budget 2019-2020 (6043 : IHSS - Adopt MOU Between the IHSS

ATTACHMENT B
FISCAL YEAR 2019-2020
SAN JOAQUIN COUNTY
IHSS PUBLIC AUTHORITY REVISED BUDGET
FUND 21600
BUDGET UNIT # 2910000000

Services and Supplies	Approved 2019-2020	Revised 2019-2020	Approved vs Revised
6100166072 Health Benefits-Providers	5,102,929	5,555,333	452,404
6100218000 Training-Program Participants	1,607	1,607	-
6100220001 Federal Audit	2,078	2,078	-
6201000000 Office Expenses - Gen	2,000	2,000	-
6201001000 Office Exp - Purchasing	3,000	3,000	-
6202000000 Postage	2,600	2,600	-
6206000000 Communications	800	800	-
6209000000 Memberships	14,750	14,750	-
6214000100 Rents & Leases- Copier	9,200	9,200	-
6217000500 Travel and Training	700	700	-
6222000000 Prof Srvs & Special Services	1,500	1,500	-
6220001000 Auditor's Payroll & A/P	1,354	1,354	-
6221000000 Prof Srvs	1,000	1,000	-
6221004000 Prof Srvs-County	200	200	-
6221005900 Consulting Fees	23,500	23,500	-
6221069000 CPR Training	800	800	-
6223000000 Publications/Legal Notices	100	100	-
6226000000 Special Dept Expenses	200	200	-
6226005100 Advisory Committee	5,976	5,976	-
6226016000 Software & Licenses	1,200	1,200	-
6236005330 Insurance - Fire & Liability	10,833	10,833	-
6240100100 Clothing & Pers Supplies	5,000	7,250	2,250
6260000000 Maint- Structure & Ground	0	0	-
6260000600 Maint Security Alarm	996	996	-
6264000000 Rent/Lease Office	51,414	51,414	-
Services and Supplies	**5,243,737**	**5,698,391**	454,654

Attachment: Attachment B - Revised PA Budget 2019-2020 (6043 : IHSS - Adopt MOU Between the IHSS

ATTACHMENT B
FISCAL YEAR 2019-2020
SAN JOAQUIN COUNTY
IHSS PUBLIC AUTHORITY REVISED BUDGET
FUND 21600
BUDGET UNIT # 2910000000

	Approved 2019-2020	Revised 2019-2020	Approved vs Revised
6295214386 Rents/Leases-Auto Equip	4,450	4,450	-
6295220700 Data Processing Charges	4,850	4,850	-
6295236000 Insurance-Casualty	1,507	1,507	-
Centrally Budgeted Expenses	**10,807**	**10,807**	**-**
Total Appropriations	**5,907,889**	**6,362,543**	**454,654**
Revenues			
4557000000- ST-OTHER	5,764,072	6,218,321	454,249
4800910000 Oper Transfer from HSA	143,817	144,222	405
Total Revenues	**5,907,889**	**6,362,543**	**454,654**
Expenditure Category Totals			
Public Authority Administration	798,984	801,234	2,250
Individual Provider Benefits	5,102,929	5,555,333	452,404
Advisory Committee	5,976	5,976	-
Total Expenditures	5,907,889	6,362,543	454,654
Allocated Position FTE	7	7	

Attachment: Attachment B - Revised PA Budget 2019-2020 (6043 : IHSS - Adopt MOU Between the IHSS

IN-HOME SUPPORTIVE SERVICES PROGRAM PUBLIC AUTHORITY/NON-PROFIT CONSORTIUM RATE

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

COUNTY:	EFFECTIVE DATE:
San Joaquin	6/1/2020
PA NAME:	
San Joaquin County IHSS Public Authority	
CONTACT NAME:	
Chris Woods	
TELEPHONE:	FAX:
209-468-1650	209-468-1985
ADDRESS:	
PO Box 201056 Stockton, CA 95201-3006	
EMAIL ADDRESS:	
cwoods@sjgov.org	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-3850.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the r was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for servi (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authoriz to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, howe other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is $ per hour. When minimum wage increases to $12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plu $1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approv by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE

		Current Rate	Requested Rate	Difference
Hourly Wage (locally negotiated)	1	$0.00	$0.00	$0.00
Hourly Wage (non-locally negotiated)	2	$13.00	$13.00	$0.00
Hourly Wage (by ordinance)	3	$0.00	$0.00	$0.00
Wage Supplement (one-time MOE adj)	4	$0.00	$0.50	$0.50
Wage Supplement (continued--no MOE adj.)	5	$0.00	$0.00	$0.00
Wage Total (sum of lines 1-5)		$13.00	$13.50	$0.50
Health Benefits (locally negotiated)	6	$0.74	$0.70	-$0.04
Health Benefits (non-locally negotiated)	7	$0.00	$0.00	$0.00
Health Benefits Total (sum of lines 6-7)		$0.74	$0.70	-$0.04
Non-Health Benefits _____(type)	9	$0.00	$0.00	$0.00
Payroll Taxes (FUTA,SUI,FICA)	10	$0.98	$1.25	$0.27
Administrative Rate	11	$0.17	$0.17	$0.00
PA/NPC Rate Total **(sum of wages, health benefits, non-health benefits, taxes, admin)**		$14.89	$15.62	$0.73

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of th combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on th below if you are choosing to utilize the 10 percent increase over the three-year period option.**

☐ Authorizing Officer Signature _____ Date:_____

Attachment: Attachment C- PA Rate Change Application (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

COUNTY OF SAN JOAQUIN

REQUEST FOR ADJUSTMENT, ADDITIONAL APPROPRIATIONS / EST. REV. OR TRANSFER OF FUNDS

FISCAL YEAR: 2019/20 (YYYY/YY)

BD. ORDER NO.
CONTROL NO. - -

APPROPRIATIONS:

Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	AMOUNT INCREASE	AMOUNT DECREASE
21600	2910000000	6100166072			452,404.00	
21600	2910000000	6240100100			2,250.00	
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**454,654.00**	**-**

ESTIMATED REVENUE:

Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	AMOUNT INCREASE	AMOUNT DECREASE
21600	2910000000	4557000000			454,249.00	
21600	2910000000	4800910000			405.00	
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**454,654.00**	**-**

FUNDS (CASH):

Fund No.	Dept No.	Account No.			AMOUNT Transfers Out	AMOUNT Transfers In
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**-**	**-**
REQUEST TOTAL					**-**	**-**

REASON FOR REQUEST:

Increased Benefits and Safety Equipment costs related to adoption of the MOU with SEIU 2015

REQUESTED BY:

3/10/20 — DATE — GEORGE MCHUGH — DEPARTMENT HEAD

APPROVED:

3/18/20 — DATE — Jolena Voorhis — COUNTY ADMINISTRATOR

BOARD OF SUPERVISORS

I HEREBY CERTIFY that the above order was passed and adopted on _____ by the following vote of the Board of Supervisors, to wit:

MOTION:
AYES:
NOES:
ABSENT:

BY _____ DEPUTY CLERK

APP REQ

Attachment: ACT-Appropriation changes IHSS PA MOU [Revision 1] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU

Before the Board of Supervisors

County of San Joaquin, State of California

B-

MOTION:

Adoption of Memorandum of Understanding Between San Joaquin County In-Home Supportive Services Public Authority and Service Employees International Union Local 2015 Bargaining Unit, Approval of the Modified Public Authority Rate Application, Approval of the Revised Public Authority Budget and Related Budget Adjustments (*4/5ths Vote Required*)

THIS BOARD OF SUPERVISORS ACTING AS THE IHSS IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY GOVORNING BOARD OF DIRECTORS DOES HEREBY adopt the Memorandum of Understanding between San Joaquin County In-Home Supportive Services Public Authority and Service Employees International Union Local 2015 bargaining unit, approves of the modified Public Authority Rate Application, and approves the revised Public Authority budget and related budget adjustments (*4/5ths Vote Required*).

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rachel DeBord
Clerk of the Board of Supervisors
County of San Joaquin
State of California

_____

Attachment: Board Order to Adopt MOU with SEIU 2015 [Revision 2] (6043 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU

SAN JOAQUIN COUNTY
FLOOD CONTROL & WATER CONSERVATION DISTRICT
P. O. BOX 1810
1810 EAST HAZELTON AVENUE STOCKTON, CALIFORNIA 95201
000

KRIS BALAJI
DIRECTOR OF PUBLIC WORKS
FLOOD CONTROL ENGINEER

March 9, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

APPROVE AN AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT NO. 44315-3 WITH PETERSON BRUSTAD, INC., FOR ON-CALL ENGINEERING SERVICES TO INCREASE THE CONTRACT AMOUNT TO A MAXIMUM OF $300,000 FOR FISCAL YEAR 2019-2020
(ALL DISTRICTS)

RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board Order, approve an amendment to contractor Agreement No. 44315-3 with Peterson Brustad, Inc. (PBI) for On-Call Engineering Services to increase the contract amount to $300,000 for Fiscal Year 2019-2020.

REASONS FOR RECOMMENDATION:

From time to time, the Department of Public Works, Water Resources Division (Water Resources), utilizes the services of consultants to help address staff workloads and/or to access specific technical expertise. Such consultant services are generally provided under stand-alone or on-call professional services agreements, the latter of which is typically limited to the Purchasing Agent's authority of $200,000 per contract year.

During 2019, Water Resources experienced several staffing changes that resulted in three vacant engineering positions that remained unfilled. As a result of these vacancies, Water Resources leveraged its on-call Agreement No. 44315-3 with PBI to provide increased staff augmentation services. At the current utilization rate of PBI's services, it is expected that the contract limit of 2020 will be reached by the end of March. In order to provide continued support, staff is requesting to increase the contract amount from $200,000 to $300,000 for the current Fiscal Year, 2019-2020. Recruitment for the vacant positions is actively being pursued. Beginning in Fiscal Year 2020-2021, the maximum contract amount will revert back to $200,000 and will remain at $200,000 through the remainder of the contract term (through June 2022).

FISCAL IMPACT:

There is no Net County Cost associated with the recommended actions. Additional costs will be paid from the existing Flood and Water Special District budgets, which will be offset in part by the California Department of Water Resources grant proceeds.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Following approval of the amendment, PBI will provide engineering services as directed by Water Resources.

Sincerely,

KRIS BALAJI, PMP, P.E.
Director of Public Works

KB:GP:mk
WR-20B040-M5.doc

c: Board Clerk
March 24, 2020 Agenda

Reviewed by County Administrator's Office:

Mo Hatef 3/9/2020

Reviewed by County Counsel's Office:

Matthew P. Dalen 3/10/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

APPROVE AN AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT NO. 44315-3 WITH PETERSON BRUSTAD, INC., FOR ON-CALL ENGINEERING SERVICES TO INCREASE THE CONTRACT AMOUNT TO A MAXIMUM OF $300,000 FOR FISCAL YEAR 2019-2020

THIS BOARD OF SUPERVISORS DOES HEREBY approve an amendment to independent contractor Agreement No. 44315-3 with Peterson Brustad, Inc., for on-call engineering services to increase the contract amount to a maximum of $300,000 for Fiscal Year 2019-2020

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California

By: _____
Deputy Clerk

Attachment: Board Order (6051 : PW - Amendment to Independent Contractor Agreement No. 44315-3)

THIRD AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT
ID #44315-3

This Third Amendment to Agreement ID # 44315-3 made and entered into this ___ day of _____, 2020, by and between the County of San Joaquin, a political subdivision of the State of California, on behalf of its Public Works Department – Water Resources Division, (hereinafter "COUNTY"), and Peterson Brustad Inc., a California corporation (hereinafter "CONTRACTOR").

Recitals

A. WHEREAS, July, 01, 2016, the COUNTY and the CONTRACTOR entered into Agreement # 44315-3, for On call Engineering consulting; and,

B. WHEREAS, the COUNTY and the CONTRACTOR, now desire to amend certain provisions of Agreement # 44315-3, including:

   1. Modifying **Article V**: Paragraph C. Compensation.

NOW, THEREFORE, in consideration of mutual obligations, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend Independent Contractor Agreement ID# 44315-3 to read as follows:

1. **Article V Paragraph C: Compensation: is changed to read as follows:**

   The COUNTY agrees to pay the CONTRACTOR the amounts as indicated on Exhibit B, which remains unchanged. The total payments made for services performed pursuant to this Agreement shall be per task on an actual cost basis and shall not exceed identified per task costs. Notwithstanding the foregoing, the total contract shall not exceed THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (**$300,000.00**) through June 30, 2020. The contract amount will revert back to TWO HUNDRED THOUSAND DOLLARS and NO CENTS (**$200,000.00**) through June, 2022 per fiscal year, which is defined as a twelve-month continuous period from July 1 through June 30 of each year.

2. **All provisions of the original agreement, except as** modified by the Third amendment shall remain in full force and effect and are reaffirmed.

Attachment: Agreement [Revision 1] (6051 : PW - Amendment to Independent Contractor Agreement No. 44315-3)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Third Amendment to Agreement ID # 44315-3 effective on the day first written above.

COUNTY OF SAN JOAQUIN,
a political subdivision of the
State of California

By: _____
Katherine M. Miller, Chair
Board of Supervisors

Peterson Brustad, Inc.
80 Blue Ravine Road, Suite 280
Folsom, CA 95630

By: _____
Dave Peterson, PE
Principal
PE #C-43432

ATTEST: RACHEL DeBord
Clerk of the Board of Supervisors
Of the County of San Joaquin
State of California

By: _____

APPROVED AS TO FORM
Office of County Counsel

By: _____
Matthew P. Dacey
Deputy County Counsel

Buyer of Record: Raquel Cobarrubias

Attachment: Agreement [Revision 1] (6051 : PW - Amendment to Independent Contractor Agreement No. 44315-3)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF SAN JOAQUIN
44 NORTH SAN JOAQUIN STREET, SUITE 679
STOCKTON, CA 95202-2931
TELEPHONE: (209) 468-2980
FAX: (209) 468-0315

J. MARK MYLES
COUNTY COUNSEL
RICHARD M. FLORES
ASSISTANT COUNTY COUNSEL
KRISTEN M. HEGGE
CHIEF DEPUTY COUNTY COUNSEL

DEPUTY COUNTY COUNSEL:
MATTHEW P. DACEY
KIMBERLY D. JOHNSON
JASON R. MORRISH
QUENDRITH L. MACEDO
ROBERT E. O'ROURKE
LISA S. RIBEIRO
ZAYANTE (ZOEY) P. MERRILL
ERIN H. SAKATA
KIRIN K. VIRK

CHILD PROTECTIVE SERVICES COUNSEL:
(209) 468-1330
DANIELLE DUNHAM-RAMIREZ
SHANN S. KENNEDY
ALISTAIR SHEAFFER
MARK GABRIEL R. DORONIO

March 18, 2020

Board of Supervisors
44 N. San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members:

Adopt a Resolution Exercising the Police Powers of the County of San Joaquin to Impose Substantive Limitation on Residential and Commercial Evictions.

Recommendation:

It is recommended that the Board of Supervisors Adopt a Resolution Exercising the Police Powers of the County of San Joaquin to Impose Substantive Limitation on Residential and Commercial Evictions.

Reason for Recommendation:

On March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in the State of California related to the COVID-19 pandemic. On March 16, 2020, six Bay Area Counties (Santa Clara, San Mateo, San Francisco, Contra Costa, Alameda and Marin) and Santa Cruz County issued broad-reaching "shelter-in-place" orders with the potential to financially impact the residents and businesses in San Joaquin County.

Also on March 16, 2020, Governor Newsom issued Executive Order N-28-20 suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limits on residential or commercial evictions.

The executive order and this resolution, if adopted by the Board of Supervisors, will suspend the authority of any landlord to commence evictions on any residential or commercial property through May 31, 2020, when the eviction is:

1. Based on the non-payment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

2. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (a) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The order and resolution do not relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due. The order and resolution is applicable countywide, including the incorporated cities.

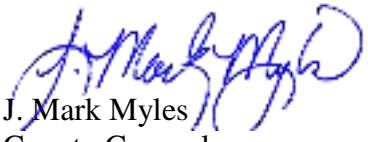
Fiscal Impact:

There are no costs associated with the adoption of this resolution.

Action to be taken Following Approval:

The Resolution will be distributed to the Court and the public.

Very truly yours,



J. Mark Myles
County Counsel

JMM:kr

c: Board Clerk for Agenda March 24, 2020
Board of Supervisors

Reviewed by County Administrator's Office:

Jolena Sborhis 3/18/2020

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/18/2020

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

Attachment: Executive Order N-28-20 (6072 : CC - Adopt Resolution to Impose Substantive Limitation on Residential and Commercial

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.

2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:

   (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

   (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

   The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

Attachment: Executive Order N-28-20 (6072 : CC - Adopt Resolution to Impose Substantive Limitation on Residential and Commercial

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.

4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.

5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.

6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

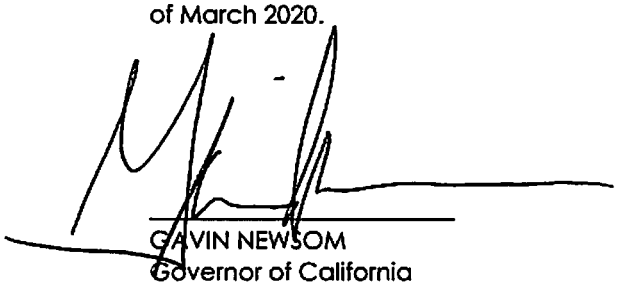
Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

Attachment: Executive Order N-28-20 (6072 : CC - Adopt Resolution to Impose Substantive Limitation on Residential and Commercial

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Attachment: Executive Order N-28-20 (6072 : CC - Adopt Resolution to Impose Substantive Limitation on Residential and Commercial

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

EXERCISING THE COUNTY'S POLICE POWER TO IMPOSE SUBSTANTIVE LIMITATIONS ON RESIDENTIAL AND COMMERCIAL EVICTIONS

- - - - - - - - - - - - -

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in the State of California related to the COVID-19 pandemic; and

WHEREAS, in light of the COVID-19 pandemic and his state of emergency proclamation, on March 16, 2020, the Governor issued an executive order suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limitations on residential or commercial evictions; and

WHEREAS, a copy of the Governor's executive order is attached hereto; and

WHEREAS, there is an urgent need for the County of San Joaquin to enact such substantive limitations to protect the health, safety and welfare of its citizens countywide in light of the emergency declared regarding the COVID-19 pandemic;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the County of San Joaquin as follows:

1. The provisions of the Governor's executive order, including its recitals, are incorporated herein as if fully set forth.

2. The above recitals, and the recitals in the Governor's declaration, are true and correct.

3. Pursuant to the general police power of the County to protect the health, safety and welfare of its citizens, the authority of any landlord to commence evictions on any residential or commercial property for the following reasons is hereby suspended through May 31, 2020, unless otherwise terminated or extended:

    a. The basis of the eviction is non-payment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

    b. The decrease in household or business income or the out-of-pocket medical expenses describe in subparagraph (a) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

Attachment: Resolution Suspending Evictions (6072 : CC - Adopt Resolution to Impose Substantive Limitation on Residential and Commercial

4. Nothing in this resolution shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

5. All public housing authorities in the County are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.

6. Financial institutions in the County holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.

7. This resolution shall be liberally construed to provide the broadest possible protection for the citizens of the County.

8. The County Administrative Officer, the County Counsel, and all other County officers and department heads, are authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution.

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By _____
Deputy Clerk

Attachment: Resolution Suspending Evictions (6072 : CC - Adopt Resolution to Impose Substantive Limitation on Residential and Commercial

SAN JOAQUIN COUNTY
Greatness grows here.

General Services Department
Marcia Cunningham, Director
David Tolliver, Assistant Director

Capital Projects · Facilities Management · Office of Emergency Services · Parks and Recreation

March 24, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, CA 95202

Dear Board Members,

Approve the Proclamation of Local Emergency for COVID-19

Recommendation:

It is recommended that the Board of Supervisors adopt the resolution ratifying the Proclamation of Local Emergency dated March 17, 2020, in response to the Novel Coronavirus, known as COVID-19.

Reason for Recommendation:

An outbreak of respiratory illness due to a novel coronavirus (known as COVID-19) has spread to more than 152 countries, including all states in the United States and residents within San Joaquin County. On March 11, 2020, the World Health Organization declared the outbreak a pandemic.

San Joaquin County has closely collaborated with the California Department of Public Health (CDPH) and the Governor's Office of Emergency Services (CalOES), local health departments, and emergency management agencies. Recent events within California have increased the need for staff support, resource procurement, and evaluation of community health needs.

On March 4, 2020, the Governor of California declared a State of Emergency, to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and to help the state prepare for the broader spread of COVID-19. This also waived the requirement for the Board of Supervisor to renew the local emergency (every 60 days) and local health emergency (every 30 days) for the duration of the statewide emergency. The proclamations will remain in place until terminated by the Board of Supervisor's resolution.

On March 17, 2020, this board ratified the County Health Emergency Declaration made by the Public Health officer for the response to COVID-10.

In accordance with San Joaquin County Ordinance, 4-3005 (A)(1), the Director of Emergency Services is empowered to proclaim the existence of a local emergency when the County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session. The Director of Emergency Services proclaimed the existence of a Local Emergency beginning March 17, 2020. This proclamation will allow for potential liability coverage for disaster service workers while performing services related to the health response. In addition, these actions will allow the County governing body to enact ordinances for emergency protection measures for life and safety.

The Governor has authorized the use of California Disaster Assistance Act (CDAA) funding, which provides reimbursement of 75 percent of emergency costs, with the County bearing 25 percent of emergency costs. There is currently no federal declaration in place allowing Stafford Act funding. The proclamations are not predicated on the availability of funding; rather, they provide insight into potential resource availability and constraints.

Fiscal Impact:

The San Joaquin County Public Health Department and the Office of Emergency Services is currently absorbing the costs associated with staff time, commodity procurement, and resource allocation and tracking. Specific expenses incurred to date are being tabulated and will be reported as additional fiscal monitoring continues. The Governor, in his proclamation dated March 4, 2020, has made available CDAA funding along with mutual aid resources from within the state and through the Emergency Management Assistance Compact.

In the event federal funds are released to local health jurisdictions, we will request such funding to offset the costs incurred while responding to the COVID-19 event.

Action To Be Taken Following Approval:

OES will forward the ratification of the Proclamation of the Local Emergency to the California Governor's Office of Emergency Services.

GEN/SER - Approve the Proclamation of Local Emergency for COVID-19

Very truly yours,

Marcia Cunningham
Director, General Services

Reviewed by County Administrator's Office:

Adam Bracker 3/19/2020

Reviewed by County Counsel's Office:

J. Mark Myles, County Counsel 3/19/2020

Before the Board of Supervisors

County of San Joaquin, State of California

B-

APPROVE THE RATIFICATION OF THE PROCLAMATION OF THE LOCAL EMERGENCY FOR COVID-19

THIS BOARD OF SUPERVISORS DOES HEREBY ratify the Proclamation of a Local Emergency by the Director of Emergency Services made on March 17, 2020.

I HEREBY CERTIFY that the above order was passed and adopted on March 24, 2020, by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By: _____
Deputy Clerk

Attachment: Board Order-Ratify Emergency Proclamation - COVID-19 (6079 : GEN/SER - Approve the Proclamation of Local Emergency for

PROCLAMATION OF LOCAL EMERGENCY FOR COVID-19

WHEREAS, the California Emergency Services act, including but not limited to Government Code Section 8630 and San Joaquin County Ordinance 4-3005 (A)(l) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services of the County of San Joaquin, does hereby find that on March 17, 2020, conditions of extreme peril to the safety of persons and property have arisen within the County.

WHEREAS, on January 30, 2020, the World Health Organization declared a "public health emergency of international concern," and on March 11, 2020, declared it a pandemic; and

WHEREAS, on January 23, 2020, CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS, on January 24, 2020, the California Department of Public Health (CDPH) activated its Medical and Health Coordination Center and on March 2, 2020, the California Governor's Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS, on March 4, 2020, the Governor of the State of California has proclaimed the State of Emergency, which included waiving the 60 days requirement of renewal of a Local Emergency for the duration of the statewide emergency; and

WHEREAS, the Federal Centers for Disease Control and Prevention ("CDC") has issued guidance to local State Public Health departments, including San Joaquin County Public Health Services, concerning risk assessment and public health management of persons with potential exposure to COVID-19. These guidelines require San Joaquin County Public Health to make extraordinary efforts to monitor ongoing communicable disease threats and prepare for management of individuals who may have been exposed to COVID-19; and

WHEREAS on March 12, 2020, Maggie Park, M.D., San Joaquin County Public Health Officer, issued a declaration of a Local Health Emergency, which was subsequently ratified by the Board of Supervisors on March 17, 2020; and

WHEREAS, Public Health and the Office of Emergency Services, and other County departments and various partners have been working successfully and diligently to implement CDC guidelines and respond to the public, but now require additional tools and resources to protect the public health given the current state of the epidemic and the need for a sustained response; and

WHEREAS, the San Joaquin County Board of Supervisors is not in session and cannot immediately be called into the session; and

Attachment: Declaration of local emergency [Revision 1] (6079 : GEN/SER - Approve the Proclamation of Local Emergency for COVID-19)

WHEREAS, the San Joaquin County Director of Emergency Services finds that these emergency conditions will require immediate action including additional resources, services, personnel, equipment, facilities, and funding to contain a threat of danger to the public health; and

THEREFORE, IT IS HEREBY PROCLAIMED by the San Joaquin Director of Emergency Services as follows:

1. That a local emergency exists throughout San Joaquin County pursuant to Government Code Section 8620 and as defined by Government Code section 8558 and shall be deemed to continue to exist subject to ratification, discretionary review and termination by the Board of Supervisors pursuant to Government Code Section 8630.

2. During the existence of this local health emergency, the powers, functions, and duties of the emergency organization of San Joaquin County shall be those prescribed by state law, ordinances, resolutions, and approved emergency plans of San Joaquin County.

3. That a copy of this Proclamation be forwarded to the Director of California Governor's Office of Emergency Services (Director of CalOES) requesting that the Director of CalOES find this Proclamation acceptable in accordance with State law and forward this Proclamation to the Governor of the State of California for consideration and action San Joaquin County's requests that the Governor suspends those statutes, regulations, rules, and orders that may hinder response and recovery efforts.

4. The San Joaquin County Director of Emergency Services shall continue to assess the Local Emergency and, as emergency response and recovery efforts warrant, send to the Director of CalOES additional requests that the Governor suspends further statutes, rules, and regulations pursuant to Government Code section 8571 and that State and Federal assistance be provided to San Joaquin County.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County; and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by the governing body of the County of San Joaquin.

Dated: March 17, 2020

By: Marcia Cunningham

MARCIA CUNNINGHAM
Director of Emergency Services
San Joaquin County Office of
Emergency Services
2101 E. Earhart Avenue
Stockton, California 95206

Attachment: Declaration of local emergency [Revision 1] (6079 : GEN/SER - Approve the Proclamation of Local Emergency for COVID-19)

SAN JOAQUIN COUNTY
Greatness grows here.

Environmental Health Department

Kasey Foley, REHS, Interim Director

PROGRAM COORDINATORS
Robert McClellon, REHS
Jeff Carruesco, REHS, RDI
Michael Kith, REHS
Willy Ng, REHS
Muniappa Naidu, REHS

March 24, 2020

March 24, 2020

Board of Supervisors
County Administration Building
Stockton, CA

Dear Board Members:

Accept the Report on Microenterprise Home Kitchen Operations and Adopt a Resolution to Opt-Out of Microenterprise Home Kitchen Operations in San Joaquin County

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Accept the report on Microenterprise Home Kitchen Operations; and

2. Adopt a Resolution to Opt-Out of Microenterprise Home Kitchen Operations in San Joaquin County.

REASON FOR RECOMMENDATION

On September 18, 2018, then Governor Brown signed Assembly Bill 626 (AB 626), which amended the California Retail Food Code by establishing a new category of a retail food facility: "microenterprise home kitchen operation". Essentially, Microenterprise Home Kitchen Operations (MHKO) are restaurants in a private residence that are operated by the resident. A MHKO permit allows a resident to produce a broad variety of complex food products that are excluded under the existing Cottage Food Operation permit.

Although AB 626 became effective January 1, 2019, implementation posed significant challenges. The author introduced AB 377 on February 5, 2019, to provide clarifying and technical amendments including jurisdictional opt-in procedures, local permitting and inspection activities, and exempted food safety and sanitation provisions. AB 377 was signed by Governor Newsom on October 7, 2019.

MICROENTERPRISE HOME KITCHENS

The changes to the California Retail Food Code allow for the sale of food from private homes, historically a prohibited activity. The foods that can be prepared under a MHKO Program allow many potentially hazardous foods to be sold, unlike the existing Cottage Food Operations which allow only non-potentially hazardous food preparation from home. Under the MHKO Program there is a limit on the amount of food that can be sold. All food must be prepared and served on the same day and is limited to 30 individual meals per day and no more than 60 individual meals per week. The Microenterprise Home Kitchen must have verifiable gross sales of no more than $50,000 annually. In spite of the MHKO Program, some foods are still banned from home preparations such as: foods that use smoking as a method of food preservation, curing food, using food additives or adding components such as vinegar as a method of food preservation; the production service and/or sale of raw milk products; and the service and/or sale of raw oysters.

Under a MHKO Program, Environmental Health may only conduct one annual inspection and the inspection is by appointment-only. An additional complaint inspection may be performed, but it too must be scheduled. An emergency inspection, defined as a limited inspection of an MHKO that poses a serious hazard or immediate threat to public health, must also provide notice to the permit-holder prior to inspection, to the extent it is reasonable. The inability to inspect these kitchens in operating condition inhibits the purpose of a complaint inspection, which is to determine issues contributing to foodborne illness. Although MHKOs are required to comply with food safety practices for "restricted food service facilities", they are exempt from some traditional food facility safeguarding requirements such as 3-compartment hand washing sinks, commercial grade equipment, thermometers for hot and cold holding equipment, grease traps, and vent hoods. It is important to properly measure food temperatures while storing in refrigerators and holding equipment as this is the primary vehicle used to protect public health. There have been well documented cases of fatalities due to food prepared in the home and provided to the public because there wasn't enough storage capacity to hold at proper temperatures the amount of food prepared. Lack of handwashing sinks in the cooking area increase the risk of cross-contamination, the lack of grease traps increase the risk of fouling onsite wastewater treatment systems and can impact city sewer lines causing discharge of sewage onto public streets, and the lack of vent hoods increase the likelihood of risk due to fire, not

just to residents in the home but to apartment buildings or entire neighborhoods.

AB 377 provides the Board of Supervisors "full discretion" to authorize a local MHKO Program for the entire County jurisdiction. In other words, if authorized by the Board, the MKHO Program would apply to all cities within the County, regardless of whether each individual city council supported or opposed the decision.

Environmental Health conducted outreach to all City managers within the County providing them with an overview of the bill and asked if they had a preference for the County to authorize (Opt-In) or not authorize (Opt-Out of) the MHKO Program. Cities were advised that MHKO operations would be exempt from local jurisdiction planning and permitting provisions. Local jurisdictions could not prohibit the operation, require a rezone of the property, or impose any other restrictions related to residential zoning on the MHKO, including assessing a fee. Only the Lead Agency, the Environmental Health Department, would be authorized under AB 626 to issue a MHKO permit and assess a permit fee. Feedback received from all seven incorporated cities requested the County to not authorize a MHKO Program. Additionally, no counties in the Central Valley have chosen to authorize MHKOs at this time although an adjacent county, Solano, is considering it.
However, Environmental Health has received approximately thirty inquiries over the past year from the public asking the County to authorize MHKOs, including the attached email.

In the absence of a MHKO Program, San Joaquin County offers cooking facilities also known as community kitchens, incubator kitchens, or catering kitchens with commercial grade equipment, and all other food facility safeguards, in the cities of Lodi and Stockton allowing budding entrepreneurs to safely cook food to sell to the public without putting the public at risk due to lack of adequate facilities. Utilizing this low barrier entry into the food industry allows a safe, properly zoned location for people to try out their cooking talents without putting neighborhoods and the public at a higher risk for foodborne illness, excessive noise, increased traffic, greater accumulation of garbage, inadequate ventilation hoods for grease increasing the possibility of fires, and other nuisance complaints.

The Board has the option to: A) authorize a MHKO Program (opt-in), B) not authorize MHKOs (opt-out), or C) not make a decision at this time. Based on the feedback from the incorporated cities, the difficulty to inspect these homes for compliance when a foodborne illness complaint is received, increasing the risk to the public, and the exemption to zoning laws causing possible impacts to neighborhoods, it is recommended that the County choose to not authorize (Opt-Out of) the MHKO

Program at this time.

FISCAL IMPACT

There will be no impact to the Environmental Health Department if the recommended opt-out option is chosen. If the Board decides to opt-in, it is unknown how many permit applications would be received, but costs would need to be recovered through billing of staff time. The costs would include time to review the application, review the standard operating procedures, inspect the home (including travel time), make a determination that the proposed MHKO and its method of operation comply with the Food Code, and perform one inspection per year. There could be additional costs related to potential increases in foodborne illness investigations that would impact both Environmental Health and Public Health Services.

ACTION TO BE TAKEN FOLLOWING APPROVAL

Environmental Health will notify the cities within the County of the Board's decision and update the department website with the decision.

Sincerely,

Kasey Foley

Kasey Foley, REHS, Interim Director
Environmental Health Department

Reviewed by County Administrator's Office:

Rod Kawano 3/11/2020

Reviewed by County Counsel's Office:

Zayante (Zoey) P. Merrill 3/13/2020

CITY OF ESCALON

DEVELOPMENT SERVICES

2060 McHenry Avenue • Escalon, California 95320 • Office 209.691-7430 Fax 209.691-7439

October 29, 2019

Jeff Carruesco
1868 E. Hazelton Ave
Stockton CA 95205

RE: Microenterprise Home Kitchen Operation—MEHKO

Dear Environmental Health Department,

The City of Escalon is aware of the new law regarding Microenterprise Home Kitchen Operations—MEHKO. The details of this new law were distributed to various City Departments for review. The consensus from the various departments was that the new law would be a detriment to the City of Escalon and therefore Escalon does not support it. The following list of concerns was compiled from the responses:

1. Cottage Food Operations, which allow for certain "low-risk" food products to be prepared and packaged in private home kitchens are more appropriate, practical, and reasonable than Microenterprise Home Kitchen Operations.
2. Home restaurants would generate higher levels of grease without grease intercepting devices that commercials restaurants are required to install. The City would look to require a home restaurant install a grease interceptor to reduce the risk of plugged sewer lines, sanitary sewer overflows, and additional work load for Public Works crews.
3. Effects parking, traffic, noise, and overall environment of residential neighborhoods, by allowing a non-residential use into residential zoning districts, which does not preserve or improve Escalon's housing or neighborhoods. This new law does not support the goals of the City's Housing Element, the City's General Plan, or the intent and purpose of the City's Zoning Code.
4. ADA/Accessibility non-compliance concerns
5. Restroom facility concerns: ADA accessibility and sanitation
6. Lack of protections against food-borne illnesses, including improper holding temperatures, inadequate cooking, poor personal hygiene, contaminated equipment and food from unsafe sources.

Attachment: ESCALON RESPONSE-OPT OUT Microenterprise Home Kitchen Operations.msg (6065 : EHD-Microenterprise Home Kitchen

7. Limitation to only one inspection per year and by appointment only (no unannounced inspections, which lead to better education of food handlers)

8. Concerns about family pets and facility sanitation

9. Concerns about handwashing supplies or proper utensil washing requirements in the kitchen

10. In home restaurants do not support the City and City Council's desire to locate food establishments among the downtown and mixed within other businesses in town to establish a more vibrant and active downtown area.

11. Concerns this will decrease existing or new brick-and-mortar establishments, which the City is already struggling to attract and keep in business, , given our City's size, location and population.

12. Public safety concerns about attracting strangers into neighborhoods, which could lead to increased theft and other crimes. Safety concerns about the legitimacy of home restaurant owner and/or renter. The City would want to background check business owner to protect the patrons entering the home, and would require property owner consent.

13. This law does not encourage revitalization and/or redevelopment efforts of cities in their commercial areas, nor in residential neighborhoods.

14. A recent news article found by city staff online while researching this law and how other counties are handling it, discussed a study conducted by UC Davis, which released that only 48% of cooks had formal food training; 65% did not wash their hands before touching food; 38% did not wash their hands after touching raw poultry; 10% washed their hands properly; 50% washed raw chicken spreading dangerous bacteria such as salmonella onto kitchen surfaces; 40% undercooked raw chicken; thermometers were rarely used to check cooking temperatures. Although the City has not read the full study in length, these statistics are alarming and reason enough to not support the law.("County defers to safety on home kitchen businesses", The Sun Gazette, August 28, 2019, http://www.thesungazette.com/article/news/2019/08/28/county-defers-to-safety-on-home-kitchen-businesses/

15. Concerns over signage/advertising of business in the residential neighborhood. City does not allow advertising at the home.

16. Concerns over increased code enforcement complaints and neighbor disputes, which will increase the demand on both the Development Services and Police Department.

17. Concerns over increased trash generation and litter in yards, gutter, and street.

18. Having some Local Control. The State of California has provided an opt-out option so Counties/Cities may exercise local control over this issue (for now). The City of Escalon

Attachment: ESCALON RESPONSE-OPT OUT Microenterprise Home Kitchen Operations.msg (6065 : EHD-Microenterprise Home Kitchen

says no, and hopes that San Joaquin County and our surrounding cities agree to saying no as well.

The City understands this is an "opt-in" law in which the San Joaquin County Board of Supervisors must vote to opt-in this use county-wide. The City of Escalon encourages the Board of Supervisors to remain "opted-out" of this law.

Sincerely,

Diana Trejo
Assistant Planner

Attachment: ESCALON RESPONSE-OPT OUT Microenterprise Home Kitchen Operations.msg (6065 : EHD-Microenterprise Home Kitchen

From: Teresa Vargas
To: Foley, Kasey
Cc: Stephen Salvatore; Mark Meissner
Subject: FW: Microenterprise Home Kitchen Operations - Lathrop Response
Date: Tuesday, February 25, 2020 11:46:44 AM
Attachments: image001.png

Ms. Foley,

Sent on behalf of Lathrop City Manager Stephen Salvatore.

Thank you for the informational letter explaining the new laws regarding Microenterprise Home Kitchen Operations, and for providing the City of Lathrop with the opportunity to voice our opposition to the legislation and our preference to have San Joaquin County **opt-out**.

In addition to the concerns identified in your letter, we offer the following in support of our preference to opt-out.

The State's established laws allowing microenterprise home kitchen operations within any home within the County are overreaching and unjustified. The legislation has good intentions; however, there is no consideration toward the potential impacts that these microenterprise home kitchens could have in our City's neighborhoods.

From a city planning perspective, cities across the country have long held the power to establish land use and development standards to avoid incompatibilities of this type, and to promote quality developments that enhance and maintain property values. Zoning and development standards establish equal opportunities for business owners, and protect residential neighborhoods from the impacts of commercial businesses.

From a building and permitting standpoint, regulations established to maintain safety through occupancy standards, disabled accessibility standards, fire safety and proper emergency exiting and fire suppression have all been exempted. This is dangerous and counterproductive.

From a utilities standpoint, existing utilities for water and sewer were not sized or designed for commercial activity. This could have an impact on utility rates based on the engineered allocations of water and sewer to residential areas, and that sewer lines will eventually be compromised with excess foods, oils, grease, and fats.

From a public safety standpoint, calls for service will increase due to the commercial activity. These laws do not limit the number or concentration, hours of operation, or whether they are required to be indoors. Even the smallest increase in traffic, noise, odors, excess garbage, pests, and parking issues will not go unnoticed. These impacts will result in complaints and calls for service that will be the responsibility of the city to manage, but there will nothing to enforce.

Thank you,

Teresa Vargas, CMC
City Clerk, City of Lathrop
(209) 941-7230

Attachment: City of Lathrop Opt-Out (6065 : EHD-Microenterprise Home Kitchen Operations)

CITY COUNCIL
DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6700 / FAX (209) 333-6807
www.lodi.gov citymanager@lodi.gov

STEPHEN SCHWABAUER
City Manager
PAMELA M. FARRIS
Assistant City Clerk
JANICE D. MAGDICH
City Attorney

March 5, 2020

San Joaquin County Board of Supervisors
44 North San Joaquin Street
Sixth Floor, Suite 627
Stockton, CA 95202

Re: AB 626, Microenterprise Home Kitchens

Dear Honorable Members of the Board of Supervisors:

Please consider this letter as the City of Lodi's response to the Board of Supervisors' inquiry regarding AB 626, Microenterprise Home Kitchens (MHK). First, let me express the City Council's and my appreciation for reaching out to the cities within the County for input prior to considering opting into AB 626. We truly appreciate your consideration of the views of cities prior to making policy that will impact our existing zoning laws.

The City Council does not oppose MHK's outright. Small catering operations and custom confections made to be sold in other locations are indeed already allowed through Lodi's home occupation process, subject of course to your Environmental Health authority. However, the cornerstone of our home occupation permit process is that the business not create a negative impact on the resources of the neighborhood. Lodi Municipal Code Section 3.36.060 explicitly prohibits home occupations that create commercial level traffic in a residential zone: "The Home occupation shall involve no on-site clients" with exceptions for live work units and one-on-one tutoring or to accommodate a disability. The zoning prohibition is not a mere whim. It exists to prevent harm to an area that was not designed to carry the traffic impacts (or sewer impacts) associated with the operation of a commercial kitchen. As we understand AB 626, your opt-in would preempt those provisions of the Lodi Municipal Code with no analysis of whether the neighborhood can accommodate the increase in traffic and parking or the ability of the wastewater system to accept a significant increase in grease. This one size fits all thinking could lead to disastrous public health and safety conflicts in neighborhoods never designed for such commercial activities.

For the above reasons, the Lodi City Council unanimously requests that the Board opt-out of AB 626. Again, thank you for giving the City of Lodi an opportunity to provide input on your deliberations.

Sincerely,

Steve Schwabauer
Lodi City Manager

cc: San Joaquin County City Managers
Lodi Planning Commissioners
Lodi City Council
John Della Monica, Community Development Director

Attachment: City of Lodi Opt-Out Letter (6065 : EHD-Microenterprise Home Kitchen Operations)

CITY OF MANTECA

BENJAMIN CANTU, MAYOR
DAVID BREITENBUCHER, VICE MAYOR
DUBBY MOORHEAD, COUNCILMEMBER
JOSE NUNO, COUNCILMEMBER
GARY SINGH, COUNCILMEMBER

Kasey Foley
Interim Director
San Joaquin Environmental Health Department
1868 East Hazelton A venue
Stockton, CA 95205
Re: Recommendation to County to Opt-Out of Microenterprise Home Kitchens (AB 626)

Dear Ms. Foley:

The City of Manteca ("City") appreciates the opportunity to provide a recommendation related to whether the County should "opt-in or opt-out" of microenterprise home kitchen operations (MEHKO). During the March 3, 2020, City Council meeting, City Council reviewed the pros and cons of the MEHKO law and ultimately decided to respectfully recommend that the County "opt-out" of a County-wide ordinance for MEHKOs.

Arguments Opposing MEHKOs Reviewed by the City

Although there were many positive arguments for allowing these MEHKOs, the positives did not outweigh the opposing viewpoint. Arguments opposing MEHKOs included concerns with regard to permit authorizations, zoning, wastewater systems management, and the preparation of potentially hazardous foods in home kitchens. Cooking, cooling, and reheating foods, as well as ensuring appropriate hot and cold temperature controls, are challenging in commercial kitchens. This danger increases exponentially in a home kitchen.

Opponents argue that the MEHKO legislation broadens the existing cottage food law in a way that may put the public at risk. Furthermore, the operation of these enterprises in residential neighborhoods raise a host of other issues related to trash, parking, noise, wastewater, septic sizing, water sources, fire hazards, and Americans with Disabilities Act accessibility, making enforcement and oversight difficult for local governmental entities. Further, allowing MEHKOs could place a greater burden on local inspectors that have to examine home kitchen equipment under difficult circumstances where home kitchens may be used or visited by pets, young children, guests and others without food handling training, all of which increase the risk of foodborne infections.

City staff believes the potential for FOG - fats, oils and grease - entering into the sewer system, coupled with the fact that the City does not require residential back-flow valves, makes for unacceptable health risks to neighboring properties. The Law does not allow the City to adopt requirements that are more restrictive than CalCode.

City of Manteca Recommendation

Based on the reasons stated above, the City holds serious concerns related to the health and safety risks associated with MEHKOs as well as increased burdens placed on both the County and the City that would be directly related to these activities, therefore the City strongly urge San Joaquin County to "opt-out" of the Microenterprise Home Kitchen Operations.

Attachment: City of Manteca Opt-Out Letter (6065 : EHD-Microenterprise Home Kitchen Operations)

Sincerely,

Benjamin Cantu

Mayor, City of Manteca

Attachment: City of Manteca Opt-Out Letter (6065 : EHD-Microenterprise Home Kitchen Operations)

City of Ripon

259 N. Wilma Ave. • Ripon, California 95366
Phone 209 599-2108 • Fax 209 599-2685
www.cityofripon.org

MAYOR
Jacob Parks
VICE MAYOR
Daniel de Graaf
COUNCIL MEMBERS
Dave Uecker
Michael Restrucci
Lee Zaher
CITY ADMINISTRATOR/
CITY ENGINEER
Kevin Werner
CITY ATTORNEY
Thomas Terpstra
CITY CLERK/FINANCE DIRECTOR
Lisa Ross
DIRECTOR OF PLANNING &
ECONOMIC DEVELOPMENT
Kris Zimbelman
DIRECTOR OF PUBLIC WORKS
Ted Johnston
DIRECTOR OF RECREATION
Kris Stevens

February 18, 2020

Kasey Foley
Interim Director
San Joaquin Environmental Health Department
1868 East Hazelton Avenue
Stockton, CA 95205

Re: Recommendation to County to Opt-Out of Microenterprise Home Kitchens

Dear Ms. Foley:

The City of Ripon ("City") appreciates the opportunity to provide comments to San Joaquin County ("County") on whether it should opt-in or opt-out of a County-wide Ordinance to allow "microenterprise home kitchen operations" ("MEHKOs"). City staff have reviewed the MEHKO law and for the reasons which follow, we respectfully recommend that the County opt-out of a County-wide ordinance for MEHKOs.

Background on MEHKO Legislation

Assembly Bill 626, and the following clean up legislation Assembly Bill 377, establish MEHKOs as a new type of retail food facility to be operated by a resident in a private home. The new MEHKO law requires a city or County to either allow ("Opt-In") or not allow MEHKOs in their jurisdiction ("Opt-Out"), and until the County or a city takes action, MEHKOs will not be allowed to operate in that city or County. However, if the County chooses to Opt-In, then all cities within the County must also allow MEHKOs.

Arguments Supporting MEHKOs

Supporters of the MEHKO legislation argue that it will enable home cooks, who are mostly women, immigrants, and people of color, to use their skills to generate income. Without the fear of fines, thousands of existing home cooks will be able to openly access business education and training on safe food handling practices. Small-scale microenterprises are an important tool for those who may want to grow their business and who would not otherwise have access to sufficient capital to enter the commercial food industry.

Attachment: City of Ripon Opt-Out Letter for AB 626 and AB 377 (6065 : EHD-Microenterprise Home Kitchen Operations)

Arguments Opposing MEHKOs

Arguments opposing MEHKOs include: concerns about authorizations of permits, zoning, wastewater systems management, and the preparation of potentially hazardous foods in home kitchens. Cooking, cooling, and reheating foods, as well as ensuring appropriate hot and cold temperature controls, is challenging in a commercial kitchen even with staff training and appropriate equipment and facilities. This danger increases exponentially in a home kitchen. Opponents state that when food is purchased by the public, they expect it has been prepared within a legal framework to prevent pathogens.

Opponents argue that the MEHKO legislation broadens the existing cottage food law in a way that would put the public at risk. Furthermore, the operation of these enterprises in residential neighborhoods raises a host of other issues relating to trash, parking, noise, wastewater, septic sizing, water sources, fire hazards, and Americans with Disabilities Act accessibility, making enforcement and oversight difficult for local governmental entities. Further, allowing MEHKOs will put a greater burden on local inspectors that have to examine home kitchen equipment under difficult circumstances where home kitchens may be used or visited by pets, young children, guests and others without food handling training, all of which increases the risk of foodborne infections.

City of Ripon Recommendation

Based on the reasons stated above, the City of Ripon has serious concerns related to the health and safety risks associated with MEHKOs and increased burdens placed on both the County and the City that would be caused by allowing these activities. Therefore, we strongly urge San Joaquin County to Opt-Out of the MEHKO ordinance.

Sincerely,

Ken Zuidervaart, Director
Planning and Economic Development

Attachment: City of Ripon Opt-Out Letter for AB 626 and AB 377 (6065 : EHD-Microenterprise Home Kitchen Operations)

CITY OF STOCKTON

OFFICE OF THE CITY MANAGER
City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8212 • Fax 209 / 937-7149
www.stocktongov.com

March 9, 2020

Katherine M. Miller, Chair
San Joaquin County Board of Supervisors
44 N. San Joaquin Street
Sixth Floor, Suite 627
Stockton, CA 95202

Dear Chair Miller:

The City of Stockton appreciates the opportunity to provide comment concerning authority for Microenterprise Home Kitchen Operations (MEHKOs), which will be decided by the Board. I understand that last year State Assembly Bill 626 (AB 626) was signed into law, authorizing Microenterprise Home Kitchen Operations and AB 377 reformed specific operational and regulatory requirements.

Background
The intent of the law is to establish a legal way for home cooks to benefit from their labor and skills and promote economic development in vulnerable communities where the sale of homemade food is popular. Pursuant to AB 626 and AB 377, the California Retail Food Code (CALCODE) made several changes to the operational and regulatory approval process for MEHKO's. The new law provides an opportunity for the county to opt-in or opt-out of MEHKOs, in any given area.

Operational Requirements for MEHKOs:
The following are some of the operational requirements reviewed and considered by the City of Stockton:

- An MEHKO can be operated from a single or multi-family home, owned or rented, and may have one employee in addition to family members.
- Authorizes food preparation to no more than 30 individual meals per day, and no more than 60 individual meals per week.
- Limits an MEHKO to no more than $50,000 in gross annual sales.
- Requires food to be consumed onsite or offsite if the food is picked up by the consumer or delivered within a safe time period based on holding equipment capacity.

Attachment: City of Stockton Opt-Out AB 626 and AB 377 Rivas March 9 2020 (6065 : EHD-Microenterprise Home Kitchen Operations)

Regulation Requirements for MEHKOs:
The following are local enforcement and regulatory requirements:

- MEHKOs are only subject to routine inspection, which requires the enforcement agency to provide notice and conduct the inspection at a mutually agreeable date and time.
- Limits routine inspections to no more than one within a 12-month period, and are only subject to an investigation inspection when unsafe food has been produced or served.
- Only subject to emergency inspection, when the enforcement agency has just cause that the MEHKO poses a serious hazard or immediate threat.
- Prohibits a city or county from imposing restrictions on MEHKOs for zoning purposes.
- Exempts requirements pertaining to the characteristics, construction, and disassembly of clean-in-place equipment, as well as, requirements relating to ventilation.

Stockton Recommendation
The City of Stockton strongly recommends the County Board opt-out of MEHKO (AB 626 and AB 377). Although the City of Stockton supports local food enterprise incubator programs that prioritize public and building safety standards, the MEHKO reforms raise a number of concerns.

The City strongly opposes exemptions to fire safety and building codes, elimination of disability access or emergency fire exit standards, and sanitation standards. Other significant concerns with MEHKOs include, increases to neighborhood traffic, noise, garbage and debris that would be above the norm for residential developments, and increase parking congestion. Among other things, the provisions would create challenges with cost and recovery inspection services, and significant staffing challenges to code enforcement operations.

Thank you again for opportunity to provide input. Please contact my office at (209) 937-8294 or Albert Rivas at (209) 937-7671 for additional information.

Sincerely,

HARRY BLACK
City Manager

Cc: Kasey Foley
REHS, Interim Director

Attachment: City of Stockton Opt-Out AB 626 and AB 377 Rivas March 9 2020 (6065 : EHD-Microenterprise Home Kitchen Operations)

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

CITY MANAGER'S OFFICE

MAIN 209.831.6000
FAX 209.831.6120
www.cityoftracy.org

February 21, 2020

Katherine Miller, Chair
San Joaquin County Board of Supervisors
44 North San Joaquin Street
Sixth Floor, Suite 627
Stockton, CA 95202

Honorable Katherine Miller:

During the 2018 Legislative Year, Assembly Bill 626, Chapter 470, Statutes of 2018, established Microenterprise Home Kitchen Operations (MEHKO) as a new category of retail food facilities and expanded the state's preemption of local authority of residential-retail food facilities. This 2018 statute allows for consumers to eat at the residential site operating a MEHKO and does not prohibit any food products from being made or sold as part of MEHKO.

However, as enacted, Assembly Bill 626, and clean-up bill AB 377, is ambiguous as to whether cities or counties have ultimate authority over the permitting of MEHKO. The current statute states that cities and counties have "full discretion" to authorize the permitting of MEHKO. However, the statute also includes a provision that a county's permitting of MEHKO supersedes a city's prohibition on the residential retail food facility. This bill preempts local land use and zoning authority, potentially exposing the community to adverse impacts related to commercial enterprises permitted within residential zones.

Cooking, cooling, and reheating foods, as well as ensuring appropriate hot and cold temperature controls, is challenging in a commercial kitchen even with staff training and appropriate equipment and facilities. This danger increases exponentially in a home kitchen. When prepared food is purchased by the public, they expect it has been prepared within a legal and safe framework to prevent contamination by pathogens.

The operation of MEHKOs in residential neighborhoods raises a host of other issues, including the following:

- Traffic and parking in congested locations.
- Accumulation of garbage and debris over and above the norm within residential developments.
- Noise generated in otherwise quiet neighborhoods could be exacerbated by an increased number of cars and patrons choosing to either dine-in or pick up food from the MEHKO.
- Issues concerning electrical wiring, natural gas, equipment/applications, especially in older homes and apartment units, pose safety concerns.

Attachment: TRACY-Opt Out 2020-02-21 - SJC Microenterprise Home Kitchen Operations (6065 : EHD-Microenterprise Home Kitchen

- Building and fire code issues including, but not limited to, lack of required commercial ventilation to remove grease-laden vapors to prevent build-up of greases on walls, ceilings, and inside residential stove hoods, all of which are potential fire hazards.
- The generation of fats, oils and greases may negatively impact the City's sewer system.
- Sanitation concerns including ill food handlers and improper personal hygiene.
- ADA accessibility.

The City of Tracy currently has a robust process to review and develop specific zones that incorporates input from the public, City Council, commissions, and staff. This successful and local zoning process provides the City the ability to consider the unique community needs and maintains the City's community characteristics.

It is the opinion of the City of Tracy that AB 626 bypassed extensive safeguards by allowing unregulated preparation of high risk foods by untrained preparers in a home kitchen setting with none of the safeguards found in commercial restaurant kitchens. Based on this opinion, the City of Tracy urges the San Joaquin County Board of Supervisor to oppose adoption of AB 626.

It may be more appropriate for San Joaquin County to consider implementing a MEHKO program after implementation in other, nearby communities has occurred. This way, best practices and experiences from other jurisdictions could inform a more appropriate implementation here, given our local concerns.

Thank you for the opportunity to provide this input. Should you require additional information or clarification on our position, please feel free to contact me at your convenience.

Sincerely,

JENNY HARUYAMA
City Manager

Cc: Ana Contreras, Community Preservation Manager
Bill Dean, Assistant Director, Development Services
Kevin Jorgensen, Chief Building Official
Michael Wilkinson, Fire Marshal

Attachment: TRACY-Opt Out 2020-02-21 - SJC Microenterprise Home Kitchen Operations (6065 : EHD-Microenterprise Home Kitchen

From: Lisa Weaver <gt1gurrl@gmail.com>
Sent: Tuesday, January 14, 2020 8:54 AM
To: DeBord, Rachel <rdebord@sjgov.org>
Subject: Community member request to consider AB 626

Board of Supervisors
44 North San Joaquin Street
Sixth Floor, Suite 627
Stockton, CA 95202

We are writing to encourage you to take leadership and become a county in California to opt in to AB 626, the Homemade Food Operations Act. This will also help promote more "farm-to-fork" opportunities for local farmers as chefs can use local, fresh ingredients. Many people commute and do not have time to prepare homemade meals.

Since this new law allows cooks to apply for a Microenterprise Home Kitchen Operation permit (MEHKO permit) to sell food made in their home kitchen, these microenterprises will help build healthy, resilient communities and create economic opportunities for the people that need them most. Many cooks in under served communities— primarily women, immigrants, and people of color— are already selling food informally to generate extra income or incubate a new food enterprises. Without fear of criminalization, home cooks will be able to formalize their businesses, dignify their work, and openly access training and education.

This permit also improves healthy affordable food access in our County (especially in food deserts) and protects consumers. To get a permit, home kitchens must be inspected by health inspectors and cooks must be trained to follow important health, training, and sanitation standards just like food trucks and restaurants.

For these reasons, we support the implementation of AB 626, Microenterprise Home Kitchen Operations, in our County. Please consider AB 626, help our community/county grow!

Thank you for your leadership in bringing this opportunity to cooks and our communities.

All the best,

Lisa Weaver
Lathrop, CA

Attachment: Lisa Weaver (6065 : EHD-Microenterprise Home Kitchen Operations)

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-

Microenterprise Home Kitchen Operations

- - - - - - - - - - - - -

WHEREAS, this new law creates a new type of food facility in the California Retail Food Code referred to as a "microenterprise home kitchen" and allows the sale of potentially hazardous foods directly to consumers in private homes, subject to a local permit; and

WHEREAS**,** AB 626 is an opt-in bill, meaning that counties must affirmatively authorize a local permitting program for microenterprise home kitchens in their jurisdictions; and

WHEREAS, under AB 626 home kitchens cannot be regulated by the Environmental Health Department to the same standard as commercial kitchens; and

WHEREAS**,** inspection oversight and standards of microenterprise home kitchen operations are minimal, placing public health and safety at a higher risk for food borne illness and residential fire; and

WHEREAS**,** the inequity of regulatory standards created by AB 626 creates a potential economic business disadvantage for restaurants and other food facility categories required to meet higher regulation standards, which may lead to closure of facilities that are better equipped to prevent and reduce the spread of foodborne illnesses in the community; and

WHEREAS**,** for the purposes of zoning, the county would be prohibited from requiring a permit to operate, require a rezone of the property for or levy any fees on, or impose any other restrictions on, a microenterprise home kitchen operation in any residential dwelling; and

WHEREAS, microenterprise home kitchen operations will have additional impacts to on-site sewage disposal systems.

NOW, THEREFORE, BE IT RESOLVED that the San Joaquin County Board of Supervisors Opt-out of the provisions set forth by AB 626 to authorize microenterprise home kitchen operations.

PASSED AND ADOPTED_____, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

Attachment: Resolution Microenterprise Home Kitchen Operations (6065 : EHD-Microenterprise Home Kitchen Operations)

ABSTAIN:

KATHERINE M. MILLER
Chair, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

By _____
Deputy Clerk

Attachment: Resolution Microenterprise Home Kitchen Operations (6065 : EHD-Microenterprise Home Kitchen Operations)

SAN JOAQUIN COUNTY
Greatness grows here.

Public Works
Working for YOU

Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, *Deputy Director/Development*
Jim Stone, *Deputy Director/Operations*
Najee Zarif, *Interim Deputy Director/Engineering*
Kristi Rhea, *Manager of Strategic Initiatives*

March 9, 2020

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

AUTHORIZE AN INCREASE IN APPROPRIATIONS OF $30,000 FOR COUNTY SERVICE AREA 12; $30,000 FOR COUNTY SERVICE AREA 16; $150,000 FOR COUNTY SERVICE AREA 44 AND $75,000 FOR MOKELUMNE ACRES MAINTENANCE DISTRICT
(4TH AND 5TH DISTRICTS)
(4/5THS VOTE REQUIRED)

RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board Order:

1. Authorize an increase in appropriations for the 2019-2020 County Service Area 12 (CSA 12) budget by $30,000 (4/5ths Vote Required); and,

2. Authorize an increase in appropriations for the 2019-2020 County Service Area 16 (CSA 16) budget by $30,000 (4/5ths Vote Required); and,

3. Authorize an increase in appropriations for the 2019-2020 County Service Area 44 (CSA 44) budget by $150,000 (4/5ths Vote Required); and,

4. Authorize an increase in appropriations for the 2019-2020 Mokelumne Acres Maintenance District $75,000 (4/5ths Vote Required).

REASON FOR RECOMMENDATION:

During the annual County budget process, Public Works requests appropriations sufficient to cover projected expenditures and a nominal contingency for each special district. Expenses are monitored on an on-going basis for conformance to the adopted budget. Based on the first six months' experience for 2019-2020, year-end projections indicate a need to increase appropriations for the following special districts due to

higher than projected and/or unanticipated expenses that exceed or significantly reduce available contingencies.

CSA 12 (provides water, sewer, storm drainage and street lighting services to 246 properties in Thornton)

Expenditures for 2019-2020 are projected to be $224,000, which reduces available contingency to $5,000 for unanticipated expenses during the remainder of the fiscal year. The projected increase is due to increased labor costs for unanticipated repair and replacement of equipment/components of the water and storm drain systems; unanticipated trash abatement at the storage tank; increased State permit fees and unanticipated software costs.

The CSA 12 fiscal year-end fund balance is projected to be a deficit of approximately $100,000. The County allows special districts to overdraft their available cash balance, and in exchange, the districts are charged interest at the pooled rate on their negative balances. CSA 12 passed a rate increase in January 2019, and the fund balance is expected to recover over the next four to five years.

CSA 16 (provides water, storm drainage and street lighting services to 60 properties in the vicinity of South Chrisman Road, south of State Highway Route 580 in Tracy).

Expenditures for 2019-2020 are projected to be $223,700, which reduces available contingency to $2,200 for unanticipated expenses during the remainder of the fiscal year. The projected increase is due to unanticipated water line maintenance.

CSA 44 (provides water and street lighting services to 126 properties west of South MacArthur Drive, east of South Chrisman Road, south of Valpico Road and north of West Linne Road in Tracy).

Expenditures for 2019-2020 are projected to be $438,100, which is $150,000 more than the budgeted appropriations. The projected increase is due to increased labor, Pacific Gas and Electric Company expenses, and capital costs associated with well failures that occurred in June 2019.

The CSA 44 fund balance went negative in the current quarter and the fiscal year-end balance is projected to be a deficit of approximately $175,000. The County allows special districts to overdraft their available cash balance, and in exchange, the districts are charged interest at the pooled rate on their negative balances. A rate increase is proposed to be initiated in May, and if successful, the fund balance is expected to recover over the next five to six years. If unsuccessful, Public Works will recommend

that cost saving measures, such as prohibiting outdoor watering, be implemented in an effort to align district expenses with available revenues.

Mokelumne Acres Maintenance District (provides water and storm drainage services to 1,204 residential properties in the vicinity of Woodbridge Road and Chestnut Street in Woodbridge).

Expenditures for 2019-2020 are projected to be $497,700, which is $75,000 more than the budgeted appropriations. The projected increase is due to increased costs associated with an unanticipated well rehabilitation project that became necessary.

The recommended increases in appropriations will allow the districts to continue to provide quality services to the respective properties they serve and will allow for sufficient contingencies through the end of the fiscal year.

FISCAL IMPACT:

CSA 12, CSA 16, CSA 44 and Mokelumne Acres Maintenance District are self-sustaining Special Districts for which all costs are offset through user service charges; therefore, there are no net County costs associated with the recommended actions. The proposed appropriation increases totaling $285,000 will be paid from the districts' undesignated fund balances.

ACTIONS FOLLOWING APPROVAL:

The County Auditor-Controller will increase appropriations in the 2019-2020 budget for CSA 12 by $30,000; in CSA 16 by $30,000; in CSA 44 by $150,000 and in Mokelumne Acres Maintenance District by $75,000.

Sincerely,



KRIS BALAJI
Director of Public Work

KB:MW:rc
CI-20B029-R2.doc

c: Auditor-Controller

Authorize an Increase in Appropriations of $30,000 for County Service Area 12; $30,000 for County Service Area 16; $150,000 for County Service Area 44 and $75,000 for Mokelumne Acres Maintenance District. (4th and 5th Districts) (4/5ths Vote Required)

Board Clerk
March 24, 2020 Agenda

Reviewed by County Administrator's Office: Reviewed by County Counsel's Office:

Mo Hatef 3/10/2020 Matthew P. Dalesa 2/25/2020

COUNTY OF SAN JOAQUIN

REQUEST FOR ADJUSTMENT, ADDITIONAL APPROPRIATIONS / EST. REV. OR TRANSFER OF FUNDS

FISCAL YEAR: 2019-20 (YYYY/YY)

BD. ORDER NO.

CONTROL NO.

285,000.00 -

APPROPRIATIONS:

Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	AMOUNT INCREASE	AMOUNT DECREASE
31201	2910000000	6221004000			30,000.00	
31601	2910000000	6221004000			30,000.00	
34401	2910000000	6221004000			150,000.00	
23701	2910000000	6221004000			75,000.00	
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**285,000.00**	**-**

ESTIMATED REVENUE:

Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	AMOUNT INCREASE	AMOUNT DECREASE
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**-**	**-**

FUNDS (CASH):

Fund No.	Dept No.	Account No.			AMOUNT Transfers Out	AMOUNT Transfers In
ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW						
TOTAL					**-**	**-**
REQUEST TOTAL					**285,000.00**	**-**

REASON FOR REQUEST:

To increase appropriations in CSA 12, CSA 16, CSA 31 Enterprise Zone Fund, CSA 44 and Mokelumne Acres Maintenance District for unaticpated repairs, increased labor cost, increased monitoring requirements, PG&E costs, and permit costs. Increases to be funded fron undesignaed fund balances.

REQUESTED BY:

2/19/2020 Kris Balaji

DATE DEPARTMENT HEAD

3/10/2020 Mo Hatef

BOARD OF SUPERVISORS

I HEREBY CERTIFY that the above order was passed and adopted on _____ by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

BY

DEPUTY CLERK

APP REQ

Attachment: Request for Adjustment, Additional Appropriations [Revision 1] (5996 : PW - Increase Appropriations for County Service Area 12)