

**REVISED AGENDA
BOARD OF SUPERVISORS
SONOMA COUNTY
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403**

TUESDAY

MAY 16, 2017

8:30 A.M.

(The regular afternoon session commences at 1:30 p.m.)

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the Board's website at <http://www.sonoma-county.org/board/>. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or bos@sonoma-county.org as soon as possible to ensure arrangements for accommodation.

Public Transit Access to the County Administration Center:

Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>

APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. CONSENT CALENDAR

AGRICULTURE/WEIGHTS & MEASURES

1. Ordinance to Increase Fees to Recover Costs for Regulating Annual Registration of Commercial Retail Scanners (Point of Sale Registration):
Adopt a proposed ordinance to amend Chapter 30 of the Sonoma County Code to increase the annual registration fee for businesses that operate point of sale systems for commercial purposes effective July 16, 2017 and help recover the cost of providing this service. (Ready for Adoption)

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

2. Quarterly Treasury Financial Report:
Review and accept the quarterly Treasury Financial Report for the period of January 1 through March 31, 2017.

HUMAN SERVICES

3. Area Agency on Aging FY 2017-18 Area Plan Update:
Approve the Area Agency on Aging FY 2016-20 Area Plan Update for FY 2017-18 and authorize the Chairperson of the Board of Supervisors to sign the Transmittal Letter to California Department of Aging, which is a condition to receive federal funding.
4. Authorization to Implement Layoff Procedures within the Human Services Department:
Authorize the Human Services Department, in coordination with and oversight by the Human Resources department to administer layoff proceedings and to mitigate layoffs to the extent possible in accordance with Civil Service Rule 11: Layoffs.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

5. Certificate of Modification (PRMD File No. CMO16-0007):
Adopt a Resolution and Conditions of Approval for a Certificate of Modification to modify the building envelopes on a parcel subject to an Open Space Easement for property located at 674 & 746 Artisan Circle, Geyserville; APN 131-250-002. (Fourth District)

PROBATION

6. Agreement with BI, Inc. for Juvenile Probation Electronic Monitoring Equipment and Services: Authorize the Chief Probation Officer to execute an agreement with BI Incorporated for juvenile offender electronic monitoring equipment and services for a three (3) year term, effective April 15, 2017, with the option to extend for two (2) additional one year periods. The budgeted amount for juvenile electronic monitoring in FY 16-17 is \$87,000, and proposed amount for FY 17-18 is \$100,000.

SHERIFF'S OFFICE

7. Agreement for Inmate Behavioral Healthcare Services: Authorize the Chair to sign the Agreement for Inmate Behavioral Healthcare Services with California Forensic Medical Group, Inc., for the period of May 1, 2017, through June 30, 2022, for a first year contract amount of \$4,618,939, which will benefit the community by providing essential behavioral healthcare services to incarcerated adults.

BOARD OF SUPERVISORS

8. Disbursement of FY 16/17 First District Advertising Funds: Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Teen Services Sonoma, \$2,000 (First District)

APPOINTMENTS/ REAPPOINTMENTS

9. Appoint Kevin Davis and Jake McKee to the Sonoma County Fish and Wildlife Commission beginning May 16, 2017, for a term coinciding with the Supervisor's term. (Fourth District)
10. Appoint Evan Wiig to the Agriculture Preservation and Open Space Advisory Committee for a term of two years beginning on May 16, 2017 and ending on May 15, 2019. (Fifth District)
11. Appoint Karen Langdon to the Commission on the Status of Women for a two year term beginning May 16, 2017 and ending May 15, 2019. (Second District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

12. 2017 Finding History in Sonoma County – A Day of Discovery
Adopt a resolution recognizing May 21, 2017 as Finding History in Sonoma County – A Day of Discovery. (Clerk-Recorder-Assessor)

13. 2017 Bike to Work Day and County of Sonoma Bicycle Champion Award:
 - A) Recognize “Bike to Work Day” in Sonoma County.
 - B) Adopt Gold Resolutions commending Karen Thompson from the Law Office of the Public Defender and Gary Helfrich from Permit Sonoma for their dedication to bicycle commuting, using sustainable transportation methods, and inspiring fellow employees to use clean commute alternatives as part of their daily commute. (General Services)
14. Adopt a Gold Resolution Designating May 19th as Endangered Species Day. (Third District)
15. Adopt a Gold Resolution Designating the week of May 14-20 as Affordable Housing Week (Third District)
16. Adopt a Gold Resolution Recognizing the 50th Anniversary for Head Start Sonoma County (Third District)

PRESENTATION ON A DIFFERENT DATE

17. Adopt a Resolution declaring May 2017 as Older Americans Month in Sonoma County. (Human Services)

III. REGULAR CALENDAR

COUNTY ADMINISTRATOR/BOARD OF SUPERVISORS

18. Third Quarter Budget Update
 - A) Receive the FY 2016-17 Third Quarter Budget Estimates and Updated Fiscal Outlook.
 - B) Review preliminary FY 2017-18 fiscal challenges and recommendations.

ECONOMIC DEVELOPMENT BOARD

19. **9:20 A.M.** - Annual Tourism Assessment Report & Continuation of Tourism Assessment: Without Change in Fiscal Year 2017-2018 Hold a public hearing to continue the assessment as levied without change for the Sonoma County Tourism Improvement Area in fiscal year 2017-18
 - A) Conduct a public hearing to consider the Sonoma County Tourism Bureau's annual tourism assessment report to support the continuation of the tourism assessment in fiscal year 2017-18; and
 - B) Adopt a resolution confirming the Tourism Bureau’s Annual Report and continuing without change the levy of the tourism assessment for the Sonoma County Tourism Business Improvement Area for Fiscal Year 2017-18.
 - C) Direct staff to work with the Sonoma County Tourism Bureau to amend the Agreement for Services to extend the term to June 30, 2018 and to include expenditure policy restrictions to provide services and programs promoting tourism in Sonoma County funded by assessments from within the Sonoma County Tourism Business Improvement Area.

**SONOMA COUNTY WATER AGENCY/RUSSIAN RIVER COUNTY
SANITATION DISTRICT/OCCIDENTAL COUNTY SANITATION
DISTRICT/SOUTH PARK COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

20. **10:00 A.M.** – Sewer Rates and Written Report of Charges:
- A) Adopt Resolutions (5) overruling objections, adopting a report on charges for sewage services, and confirming charges for various Sonoma County Water Agency Sanitation Zones and County Sanitation Districts listed below:
 - 1. Airport-Larkfield-Wikiup Sanitation Zone
 - 2. Geyserville Sanitation Zone
 - 3. Penngrove Sanitation Zone
 - 4. Sea Ranch Sanitation Zone
 - 5. Occidental County Sanitation District
 - 6. Russian River County Sanitation District
 - 7. South Park County Sanitation District
 - 8. Sonoma Valley County Sanitation District
 - B) Adopt ordinance setting sewer service charges, on behalf of Sonoma County Water Agency Sanitation Zones Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch, calling for collection on the tax roll for all Zones, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.
 - C) Adopt ordinances for the Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District and Sonoma Valley County Sanitation District, setting sewer service charges, calling for collection on the tax roll, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.. (4/5ths Vote Required Board of Supervisors, 2/3rds Vote Required SVCSD)

BOARD OF SUPERVISORS

21. Fee Waiver:
Request to approve a fee waiver for the daily airport event use fee in the amount of \$1,395.00 for the Pacific Coast Air Museum “Meet the Veterans of Korea & World War II” public education event. This event is free to residents throughout Sonoma County.
22. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management
(All materials related to these actions and determinations can be reviewed at:
<http://www.sonoma-county.org/prmd/b-c/index.htm>)

23. **11:30 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board’s jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized item speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.)

24. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

IV. CLOSED SESSION CALENDAR

25. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Director of Regional Parks. (Government Code Section 54957(b)(1)).
26. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8. Property: (1) 2590 Mark West Springs Road (APN 028-060-058) (Wendle); (2) 3000 Porter Creek Road, Santa Rosa (APN 079-090-012) (Cresta III); (3)2584 Mark West Springs Road, Santa Rosa (APNs 028-060-066, 028-060-064, and 028-060-067) (McCullough II). Negotiators: For District: William J. Keene, General Manager. For Regional Parks: Caryl Hart, Director. For Landowner: Wayne & Maureen Wendle, William J. Cresta, Mark Cresta, Dan Cresta, John & Martha McCullough. Under Negotiation: Terms and Conditions of Purchase and Transfer to Regional Parks.
27. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8. Property: (1) 2590 Mark West Springs Road (APN 028-060-058) (Wendle); (2) 3000 Porter Creek Road, Santa Rosa (APN 079-090-012) (Cresta III); (3)2584 Mark West Springs Road, Santa Rosa (APNs 028-060-066, 028-060-064, and 028-060-067) (McCullough II). Negotiators: For District: William J. Keene, General Manager. For Regional Parks: Caryl Hart, Director. For Landowner: Wayne & Maureen Wendle, William J. Cresta, Mark Cresta, Dan Cresta, John & Martha McCullough. Under Negotiation: Terms and Conditions of Purchase and Transfer to Regional Parks.
28. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator. Property: 117 acres located on or around 3313, 3322, 3323, 3325, 3333, and 3410 Chanate Road, and Belvedere Way, Santa Rosa, CA., APN No’s: 180-090-001; 180-090-002; 173-130-038 (Belvedere Way); 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-100-001; 180-100-029; 180-090-016; 180-090-009; 180-090-010; 180-090-008; 180-090-007; 180-820-010 and 180-820-009. Negotiators: For County: Caroline Judy, General Services Director. For District: Bill Keene, Agricultural Preservation and Open Space District General Manager. For the Potential Purchaser: William P. Gallaher, Managing Member, Chanate Community Development Partners LLC. Under Negotiation: Terms and conditions of the potential sale or lease of the Property. (Government Code Section 54956.8.)

29. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator. Property: 117 acres located on or around 3313, 3322, 3323, 3325, 3333, and 3410 Chanate Road, and Belvedere Way, Santa Rosa, CA., APN No's: 180-090-001; 180-090-002; 173-130-038 (Belvedere Way); 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-100-001; 180-100-029; 180-090-016; 180-090-009; 180-090-010; 180-090-008; 180-090-007; 180-820-010 and 180-820-009. Negotiators: For District: Bill Keene, Agricultural Preservation and Open Space District General Manager. For County: Caroline Judy, General Services Director. For the Potential Purchaser: William P. Gallaher, Managing Member, Chanate Community Development Partners LLC. Under Negotiation: Terms and conditions of the potential sale or lease of the Property. (Government Code Section 54956.8.)
30. The Board of Supervisors of Sonoma County will consider the following in closed session: Anticipated Litigation, Significant exposure to litigation: 1 case. (Govt. Code §54956.9(d)(2)).
31. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Anticipated Litigation, Significant exposure to litigation: 1 case. (Govt. Code §54956.9(d)(2)).
32. The Board of Directors of the Sonoma Valley County Sanitation District will consider the following in closed session: Anticipated Litigation, Significant exposure to litigation: 1 case. (Govt. Code §54956.9(d)(2))
33. **RECONVENE FROM CLOSED SESSION**
34. **REPORT ON CLOSED SESSION**

VI. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

VII. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS

35. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Special Closed Session Meeting held on May 22, 2017 at 12:30 p.m.

The next Regular Board Meeting will be held on May 23, 2017 at 8:30 a.m.

Upcoming Hearings (All dates are tentative until each agenda is finalized)

June 12th through June 23rd – Budget Hearings

June 20, 2017 - Permit & Resource Management Department - Public Hearing - Rio Lindo Right of Way Vacation

June 20, 2017 - Permit & Resource Management Department - Public Hearing – Paseo Vista Conditions of Approval



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 1
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Department of Agriculture/Weights & Measures

Staff Name and Phone Number:

Gina Lehl, 565-2371

Supervisorial District(s):

All

Title: Ordinance to Increase Fees to Recover Costs for Regulating Annual Registration of Commercial Retail Scanners (Point of Sale Registration)

Recommended Actions:

Adopt a proposed ordinance to amend Chapter 30 of the Sonoma County Code to increase the annual registration fee for businesses that operate point of sale systems for commercial purposes effective July 16, 2017 and help recover the cost of providing this service. (Ready for Adoption)

Executive Summary:

On May 9, 2017 the Board of Supervisors adopted a resolution introducing, reading the title and waiving further reading of the proposed ordinance to increase fees to regulate commercial retail scanners (point of sale registration) for consumer protection pursuant to state law and Sonoma County Code section 30-14. As authorized by state law, on the same day the Board held a public hearing to consider the proposed ordinance. No members of the public opposed the proposed ordinance to adjust these fees to recover the reasonable cost to provide this service.

This is the second board meeting to finalize the adoption of the ordinance. Staff recommends the Board adopt the ordinance.

Discussion:

Weights & Measures Division: The Department is requesting the Board to amend Chapter 30.14 of the Sonoma County Code to increase the annual registration fee for retail establishments using a point of sale system also known as scanners. State law requires this fee increase to be done by ordinance. These fees are based on the number of scanner units at the establishment, which determines the sample size required to be taken when inspecting for pricing compliance. The annual registration for retail establishments would increase to \$221 from \$213 for establishments with 1-3 scanners (sample size of 10), to \$332 from \$327 for establishments with 4-9 scanners (sample size of 25), and to \$378 from \$365 for establishments with 10 or more scanners (sample size of 50). These increase range from 1.5 to 3.8% increase and is based on increased overhead costs including internal services and supply

costs, and negotiated salary and benefit increase. This program ensures equity in the marketplace for both consumers and competing businesses by eliminating unfair business practices, and provides sufficient funding for staffing to meet state mandated annual inspection requirements. This fee change and amended ordinance were considered by the Board of Supervisors on May 9, 2017, and this requested action will complete the adoption of the ordinance.

Prior Board Actions:

5/9/17 Board adopted a resolution to introduce and waive the reading of the title of the proposed ordinance;
 5/9/17 Board held a public hearing to consider the proposed ordinance
 6/25/2013, Board held a public hearing to consider the previous ordinance revision to increase revised Automatic Point of Sale Station (scanner) fees to recover the costs to provide the service at that time.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Recovering the reasonable costs of providing services pertaining to local, state, and federal regulation of agriculture, medical cannabis, and commercial retail scanners in Sonoma County helps to ensure quality services are provided to the community.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$0.00	\$5,926	\$5,926
Additional Appropriation Requested			
Total Expenditures	\$0.00	\$5,926	\$5,926

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	\$0.00	\$5,926	\$5,926
Use of Fund Balance			
Contingencies			
Total Sources	\$0.00	\$5,926	\$5,926

Narrative Explanation of Fiscal Impacts:

The amount reflected in the above fiscal summary reflects the increased revenue anticipated as a result of the increased fees. The effective date of these fee changes is July 16, 2017.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Scanner Ordinance Final Attachment B: Post Adoption Ordinance Summary			
Related Items "On File" with the Clerk of the Board:			

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING SONOMA COUNTY CODE SECTIONS 30-14 TO UPDATE FEES FOR AUTOMATIC POINT OF SALE STATIONS REGISTRATION TO RECOVER THE REASONABLE COSTS OF PROVIDING THOSE SERVICES

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

SECTION I. Chapter 30 of the Sonoma County Code is hereby amended as follows:

Section 30-14 Annual Registration Fee

An annual registration fee is required of each business location in the county that operates a point of sale system for commercial purposes. The annual registration fees are as follows:

1 to 3 Point of Sale Stations \$221.00 per business location

4 to 9 Point of Sale Stations \$ 332.00 per business location

10 or more Point of Sale Stations \$378.00 per business location

(Ord. No. 5930, § I, 4-19-2011; Ord. 5832, § 1, 2009; Ord. 5792, § 1(B), 2008; Ord. No. 5656, § 2, 2006.)

SECTION II. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. This ordinance shall be and the same is hereby declared to be in full force and effect from and after sixty (60) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in The Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 9th day of May 2017, and finally passed and adopted this 16th day of May 2017, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:_____ Rabbitt:_____ Gore:_____ Hopkins:_____ Zane:_____

Ayes:_____ Noes:_____ Absent:_____ Abstain:_____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors

**SUMMARY OF ORDINANCE OF THE
SONOMA COUNTY BOARD OF SUPERVISORS
AMENDING SECTION 30-14 OF THE SONOMA COUNTY CODE TO
INCREASE THE REGISTRATION FEES FOR AUTOMATIC POINT OF SALE
STATION (COMMERCIAL RETAIL SCANNERS)**

On May 9, 2017 the Sonoma County Board of Supervisors conducted a public hearing to consider an ordinance to amend Section 30-14 of the Sonoma County Code to increase the registration fees for automatic point of sale stations (commercial retail scanners). On May 16, 2017 the Sonoma County Board of Supervisors adopted the ordinance. Businesses that have 1-3 scanners will pay a registration fee of \$221. Businesses that have 4-9 scanners will pay a registration fee in the amount of \$332. Businesses that have 10 or more scanners will pay a registration fee in the amount of \$378. These fee increases are necessary to recover the reasonable cost to provide these services.

The ordinance is available for public review during regular business hours at 575 Administration Drive, Room 102A, Santa Rosa, California. Copies of the proposed ordinance are available at the County Administrator's Office, located at 575 Administration Drive, Suite 104A, Santa Rosa, California and are also available on-line at www.sonoma-county.org.

Supervisors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 2
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Auditor-Controller-Treasurer-Tax Collector

Staff Name and Phone Number:

Cathy Patton (707) 565-2073

Supervisorial District(s):

Title: Quarterly Treasury Financial Report

Recommended Actions:

Review and accept the quarterly Treasury Financial Report for the period of January 1 through March 31, 2017.

Executive Summary:

In accordance with California Government Code Section 53646, the County Treasurer provides quarterly investment reports of Pooled Investment Funds to the Board of Supervisors, to any local agency participating in the fund, and to the Treasury Oversight Committee. The Government Code requires the County Treasurer to certify that sufficient cash flow is available for the next six months to meet the expected demands of all pool participants.

The attached report outlines the current investments of the pool, their market values, weighted average maturity and yields. The report also includes the Treasurer's certification of adequate cash flow.

Discussion:

The Pooled Investment Fund (Fund) is comprised of deposits from multiple public sector agencies throughout the County of Sonoma. The largest participants, which each represent 20-25% of the total Fund are: Trust Funds, School Districts, and the County General Fund. Various Special Districts make up the remainder of the Fund. The County General Fund represents approximately 20% of the Fund and the proportionate share of the interest is approximately \$1.1 million. This is included in the County's annual budget as one of the available General Fund funding sources.

With the primary investment objective being the preservation of capital (in other words, protecting against losses), deposits are strategically invested to provide a reasonable return, pending their use for governmental purposes. A secondary objective is to provide sufficient liquidity to meet all reasonably anticipated operating requirements. And finally, the third objective is to attain a rate of return through budgetary and economic cycles, consistent with the risk limitation, prudent investment principles and cash flow characteristics mentioned above.

In order to meet these three objectives the Fund is invested in high credit quality debt securities with the majority of maturities under 5 years as proscribed in California Government Code Section 53601. The bulk of the investments held by the Fund are comprised of debt from: U.S. Treasury, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit and the Federal Home Loan Banks. As the two primary objectives are safety of capital and liquidity, the interest rate earned by the Fund is commensurate with other funds comprised of investments with high credit quality and relatively short maturities.

The County’s rate of return on investments exceeds that of the Local Agency Investment Fund, which is an investment alternative for California local governments, as well as the average rate of return for those counties with similar sized pooled investment funds. Also of note is the use of an outside Treasury consultant who reviews the Fund investments and advises on the reasonableness of the market value, credit risk, maturity distribution and interest rate of return. The use of an outside consultant is to provide an unbiased opinion regarding the Fund activities to the Treasury, Board of Supervisors and tax payers.

	Quarter Ending March 31, 2017
Beginning Fund Balance	\$2,088,505,250
Ending Fund Balance	\$2,118,966,076
Average Daily Fund Balance	\$2,067,815,061
Total Interest Earned (after fees) for the Quarter	\$5,647,287
Quarterly Interest Rate (after fees)	1.108
Quarterly Interest Rate (before fees)	1.179
TOTAL FUNDS MANAGED BY TREASURY <i>(including tobacco endowment, PACE bond investments, active bank accounts and money in transit)</i>	\$2,130,168,698

Staff respectfully submits the quarterly investment report for the quarter ending March 31, 2017, and the Treasurer certifies that the fund allows for adequate cash flow.

Prior Board Actions:

Quarterly with the last 4 reports being presented on February 21, 2017, November 15, 2016, August 30, 2016 and May 24, 2016.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The quarterly reporting on the County’s investment pool provides transparency to the public as well as member agencies, and reflects strong management of the funds that is consistent with the investment objectives.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no fiscal impact associated with this item. The interest earnings attributable to the County General Fund's proportionate share of the Investment Pool Fund is included in the FY16-17 adopted budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Quarterly Report and Certification of the County Treasurer – Quarter Ending March 31, 2017.			
Related Items "On File" with the Clerk of the Board:			

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending March 31, 2017**

The Government Code requires the County Treasurer to render a Quarterly Report to the County Administrator, the Board of Supervisors, the County Auditor, the Treasury Oversight Committee, and the participants of the Treasury Pool.

The Quarterly Report shall state compliance of the portfolio to the County Investment Policy and denote the ability of the pool to meet its pool's expenditures for the next six months, or provide an explanation as to why sufficient money shall or may not be available.

COMPLIANCE CERTIFICATION

I certify that the investments of the Sonoma County Investment Pool are in compliance with the County Investment Policy.

I further certify that the pool has sufficient cash flow available to meet all budgeted expenditure requirements for the next six months.



Donna M. Dunk
Treasurer
County of Sonoma

**SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending March 31, 2017**

BEGINNING FUND BALANCE (1/01/2017)	\$2,088,505,250
ENDING FUND BALANCE	\$2,118,966,076
AVERAGE DAILY FUND BALANCE	\$2,067,815,061
TOTAL INTEREST EARNED (after fees)	\$5,647,287
INTEREST RATE (after fees)	1.108
INTEREST RATE (before fees)	1.179

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE (including tobacco endowment, PACE bond investments, active bank accounts and money in transit)	\$2,130,168,698
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SONOMA COUNTY QUARTERLY INVESTMENT REPORT
For Quarter Ending March 31, 2017

INVESTMENT POOL YIELD:

The yield during this quarter is 1.179% before fees and 1.108% after fees.

MARKET VALUE:

The market value of the portfolio as of March 31, 2017, is at 99.69% of cost. The market values are up from the last Quarterly Report. Market values were obtained from SunGard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 615 days.

Excluding SCEIP investments, the weighted average days to maturity is 568 days.

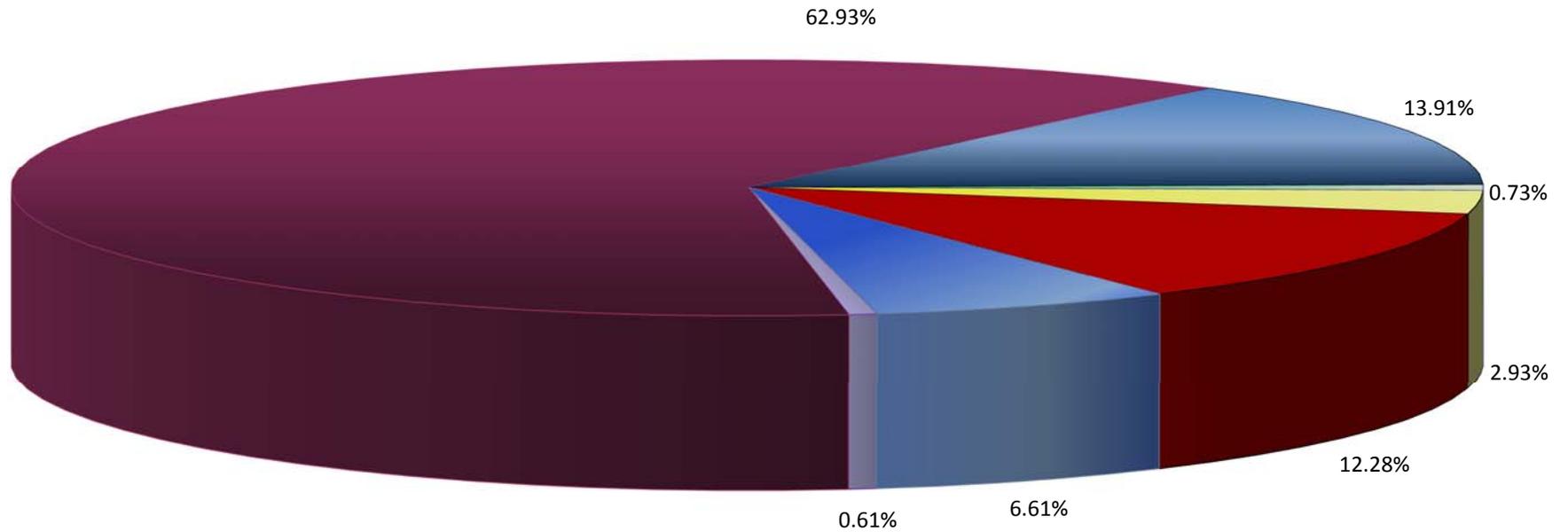
CHARTS:

- Chart 1:** The composition of the Investment Pool by the type of investment.
Chart 2: Interest earnings of the Sonoma County Investment Pool compared to FED FUNDS and Local Agency Investment Fund.

DETAILED LISTING OF INVESTMENTS:

A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 3/31/2017

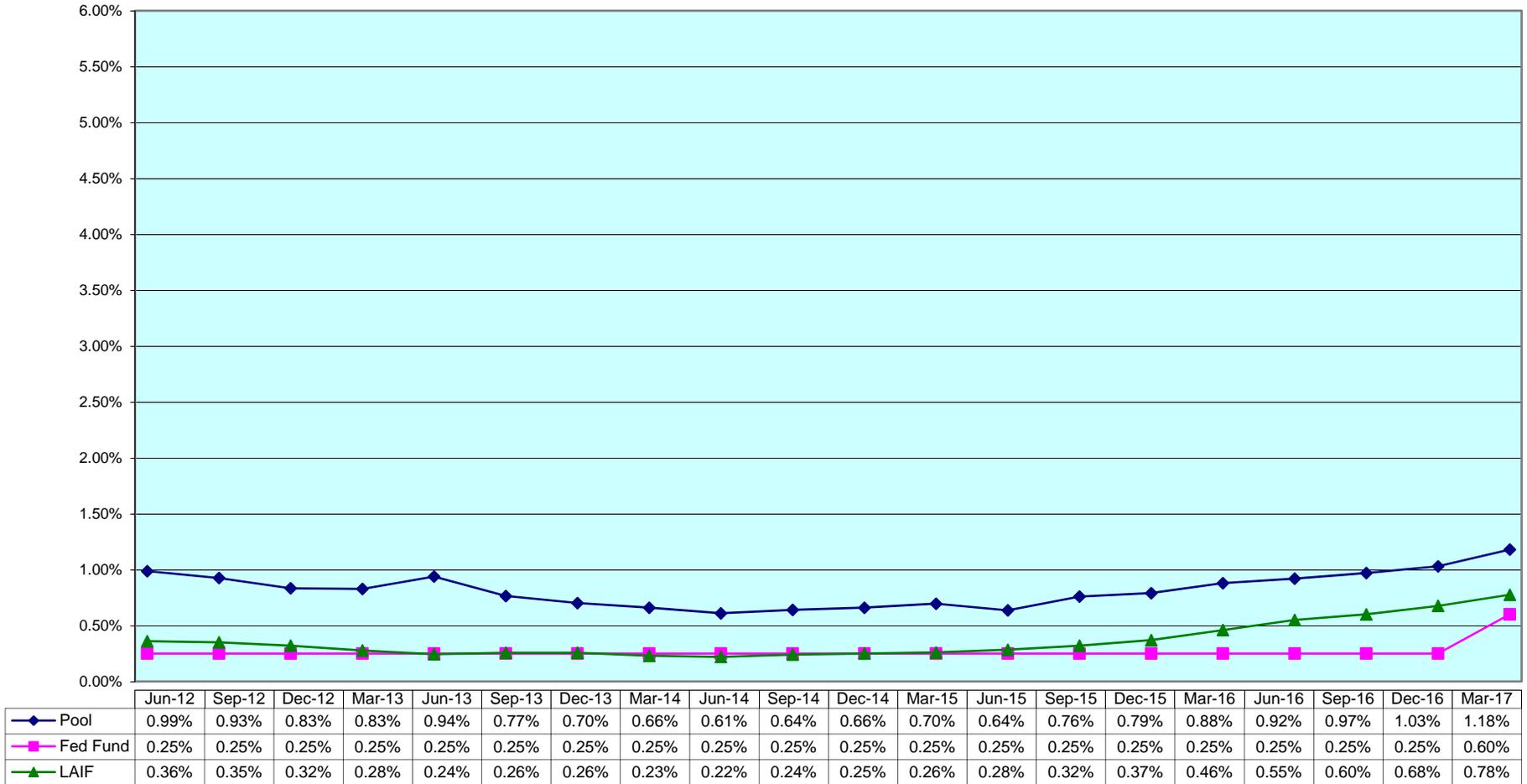


■ GOVERNMENT POOLS & JPA's
■ CASH, CHECKS, AND WARRANTS
■ NEGOTIABLE CERTIFICATES OF DEPOSIT

■ OTHER GOVERNMENTS
■ MONEY MARKET MUTUAL FUNDS

■ TREASURY BILLS AND NOTES
■ CORPORATE NOTES AND BONDS

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



*This does not include special TRAN investments & deferred compensation
 Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

**SONOMA COUNTY POOLED INVESTMENTS
AS OF 3/31/2017**

BOOK VALUE

CHECKS AND WARRANTS IN TRANSIT	\$758,209
CASH IN VAULT	\$163,955
CASH IN BANK	\$14,461,671
TREASURY BILLS AND NOTES	\$294,816,429
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$1,333,531,527
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$260,181,526
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$140,000,000
OTHER GOVERNMENT POOLS AND JPA'S	\$13,000,276
MONEY MARKET MUTUAL FUNDS	\$62,052,483
TOTAL	\$2,118,966,076

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF MARCH 31, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	07/15/2017	03/02/2016	.87500	.78016	10,000,000.00	10,002,707.02
TREASURY NOTES	07/31/2017	01/19/2016	2.37500	.80992	15,000,000.00	15,077,239.98
TREASURY NOTES	07/31/2017	03/17/2016	.50000	.87935	15,000,000.00	14,981,320.16
TREASURY NOTES	07/31/2017	03/22/2016	.50000	.77478	15,000,000.00	14,986,420.66
TREASURY NOTES	07/31/2017	04/08/2016	.50000	.64954	50,000,000.00	49,975,331.09
TREASURY NOTES	08/15/2017	04/16/2015	.87500	.63180	10,000,000.00	10,008,978.87
TREASURY NOTES	10/31/2017	11/07/2014	.75000	1.01675	10,000,000.00	9,984,719.35
TREASURY NOTES	10/31/2017	06/04/2015	1.87500	.84878	20,000,000.00	20,117,997.16
TREASURY NOTES	10/31/2018	10/31/2016	.75000	.87242	25,000,000.00	24,952,060.16
TREASURY NOTES	10/31/2018	11/18/2016	.75000	1.02578	25,000,000.00	24,901,506.32
TREASURY NOTES	11/30/2018	12/12/2016	1.00000	1.11673	50,000,000.00	49,920,557.33
TREASURY NOTES	02/28/2019	03/08/2017	1.12500	1.32567	25,000,000.00	24,911,704.07
TREASURY NOTES	10/15/2019	10/31/2016	1.00000	1.02417	25,000,000.00	24,995,887.13
SUBTOTAL TREASURY BILLS AND NOTES		13.91%			295,000,000.00	294,816,429.30
AIRPORT NOTE 2016-1	04/26/2017	05/04/2016	1.70000	1.70000	1,000,000.00	1,000,000.00
FEDERAL HOME LOAN BANK	05/26/2017	05/07/2015	.72000	.72642	20,000,000.00	19,999,809.34
FEDERAL HOME LOAN BANK	06/09/2017	05/12/2015	1.00000	.72026	15,000,000.00	15,007,840.90
FAIR NOTE 2016-1	06/22/2017	06/15/2016	1.40000	1.40000	700,000.00	700,000.00
FHLMC	06/29/2017	06/29/2015	.87500	.87500	15,000,000.00	15,000,000.00
AIRPORT NOTE 2017-1	06/30/2017	09/12/2016	1.70000	1.70000	3,500,000.00	3,500,000.00
AIRPORT NOTE 2017-2	06/30/2017	12/12/2016	1.80000	1.80000	2,200,000.00	2,200,000.00
FEDERAL FARM CREDIT BANK	07/19/2017	10/20/2015	.68000	.69162	10,000,000.00	9,999,658.31
COTATI-ROHNERT PK USD	08/01/2017	11/06/2015	1.30000	1.05082	500,000.00	500,411.79
AIRPORT NOTE 2016-2	08/01/2017	08/15/2016	1.70000	1.70000	2,000,000.00	2,000,000.00
FEDERAL FARM CREDIT BANK	08/17/2017	09/14/2016	.69300	.68436	10,000,000.00	9,936,344.44
FEDERAL FARM CREDIT BANK	09/22/2017	10/01/2014	1.12500	1.13800	5,000,000.00	4,999,695.86
FEDERAL NATL MTG ASSN	09/27/2017	11/03/2014	1.00000	.98801	20,000,000.00	20,001,149.38
FHLMC	10/13/2017	04/13/2016	.85000	.85000	4,000,000.00	4,000,000.00
FHLMC	10/27/2017	10/30/2015	.72000	.72000	10,000,000.00	10,000,000.00
FHLMC	11/07/2017	02/25/2016	.85000	.85000	10,000,000.00	10,000,000.00
2013 SERIES A	11/15/2017	08/28/2013	1.55000	1.55000	1,715,000.00	1,715,000.00
2013 SERIES B	11/15/2017	08/28/2013	1.55000	1.55000	445,000.00	445,000.00
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FHLMC	11/24/2017	11/24/2015	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	11/28/2017	11/28/2012	.92000	.92000	5,185,185.20	5,185,185.20
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FHLMC	01/29/2018	10/29/2015	.85000	.85000	8,000,000.00	8,000,000.00
FEDERAL FARM CREDIT BANK	02/16/2018	05/19/2016	.75000	.94189	20,000,000.00	19,966,742.80
FEDERAL FARM CREDIT BANK	03/06/2018	12/06/2016	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/13/2018	10/19/2015	.93000	.94224	10,000,000.00	9,998,753.04
FEDERAL FARM CREDIT BANK	04/18/2018	04/12/2016	.75000	.81812	10,000,000.00	9,992,941.32
FEDERAL FARM CREDIT BANK	05/02/2018	11/02/2015	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	05/02/2018	11/02/2015	.95000	.95000	10,000,000.00	10,000,000.00
FHLMC	05/17/2018	11/17/2015	1.05000	1.05000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	05/23/2018	05/23/2016	1.00000	1.00000	25,000,000.00	25,000,000.00
SONOMA COUNTY WATER AGENCY	07/01/2018	10/29/2015	1.25000	1.15031	395,000.00	395,483.53
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/18/2018	04/18/2016	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	04/28/2016	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	05/05/2016	1.00000	1.00000	12,000,000.00	12,000,000.00
FHLMC	07/27/2018	07/27/2016	.85000	.84293	25,000,000.00	25,002,310.95
FEDERAL NATL MTG ASSN	07/27/2018	07/27/2016	.94000	.94000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	08/07/2018	07/15/2016	.62500	.78725	25,000,000.00	24,945,822.39
FHLMC	08/10/2018	05/10/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
FHLMC	08/15/2018	01/25/2017	1.00000	1.14496	35,000,000.00	34,931,035.18

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF MARCH 31, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FHLMC	08/17/2018	05/17/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	08/23/2018	05/23/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
UNION ELEMENTARY SD	09/01/2018	07/15/2016	2.00700	1.00016	500,000.00	507,037.62
FHLMC	09/28/2018	06/28/2016	1.05000	1.05000	10,250,000.00	10,250,000.00
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/05/2018	07/15/2016	.96000	.82337	10,000,000.00	10,020,394.10
FEDERAL NATL MTG ASSN	10/26/2018	07/26/2016	1.00000	1.00000	8,000,000.00	8,000,000.00
FEDERAL NATL MTG ASSN	10/29/2018	10/30/2015	1.10000	1.10000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	11/16/2018	11/16/2016	.89000	.97214	20,000,000.00	19,973,587.35
FEDERAL FARM CREDIT BANK	12/28/2018	04/01/2016	1.19000	1.21806	10,000,000.00	9,995,234.78
FEDERAL HOME LOAN BANK	01/03/2019	01/03/2017	1.32000	1.32000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	02/11/2019	02/11/2016	1.20000	1.20000	5,000,000.00	5,000,000.00
FHLMC	02/15/2019	02/15/2017	1.30000	1.30000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	02/25/2019	03/02/2017	1.25000	1.38451	15,000,000.00	14,966,492.88
FEDERAL HOME LOAN BANK	03/18/2019	03/17/2017	1.37500	1.43905	25,000,000.00	24,975,781.43
FEDERAL NATL MTG ASSN	03/29/2019	09/30/2015	1.30000	1.30000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/29/2019	04/29/2016	1.25000	1.25000	15,000,000.00	15,000,000.00
FHLMC	05/24/2019	05/27/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/06/2019	06/06/2016	1.30000	1.30000	20,000,000.00	20,000,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	12,500,000.00	12,500,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	8,450,000.00	8,450,000.00
SONOMA COUNTY WATER AGENCY	07/01/2019	10/29/2015	1.50000	1.40037	405,000.00	405,882.72
FEDERAL FARM CREDIT BANK	07/05/2019	07/05/2016	1.02000	1.02000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2019	07/07/2016	1.08000	1.08000	25,000,000.00	25,000,000.00
FEDERAL NATL MTG ASSN	07/26/2019	07/26/2016	1.10000	1.10000	7,500,000.00	7,500,000.00
FEDERAL NATL MTG ASSN	07/26/2019	08/10/2016	1.12500	1.15459	15,000,000.00	14,989,895.00
FEDERAL FARM CREDIT BANK	07/29/2019	10/29/2015	1.34000	1.34000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/02/2019	12/01/2016	1.26000	1.41880	25,000,000.00	24,909,138.85
FEDERAL NATL MTG ASSN	08/23/2019	08/30/2016	1.15000	1.17532	15,000,000.00	14,991,083.28
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	15,686.53	15,686.53
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	15,746.43	15,746.43
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	26,836.07	26,836.07
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	269,622.65	269,622.65
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/27/2019	12/27/2016	1.55000	1.55000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/25/2019	11/28/2016	1.25000	1.30127	20,000,000.00	19,975,489.93
FEDERAL NATL MTG ASSN	11/25/2019	11/29/2016	1.40000	1.51332	20,000,000.00	19,944,551.98
FEDERAL FARM CREDIT BANK	11/25/2019	05/25/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FHLMC	11/26/2019	05/26/2016	1.35000	1.40141	6,500,000.00	6,491,382.01
FEDERAL HOME LOAN BANK	12/02/2019	12/02/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FHLMC	12/27/2019	03/27/2017	1.62500	1.70007	8,500,000.00	8,483,000.00
FHLMC	12/27/2019	03/27/2017	1.75000	1.75000	20,000,000.00	20,000,000.00
FEDERAL FARM CREDIT BANK	01/06/2020	01/06/2017	1.72000	1.72000	15,000,000.00	15,000,000.00
FEDERAL NATL MTG ASSN	01/27/2020	01/31/2017	1.70000	1.71204	25,000,000.00	24,996,453.43
FEDERAL FARM CREDIT BANK	02/18/2020	05/18/2016	1.36000	1.36000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/27/2020	10/28/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/01/2020	12/01/2016	1.65000	1.65000	20,000,000.00	20,000,000.00
SONOMA COUNTY WATER AGENCY	07/01/2020	10/29/2015	1.75000	1.65038	225,000.00	225,699.37
FHLMC	07/27/2020	01/27/2017	1.90000	1.90000	15,000,000.00	15,000,000.00
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	30,335.96	30,335.96
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	32,568.72	32,568.72
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	26,211.11	26,211.11
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	21,758.53	21,758.53
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	67,758.31	67,758.31
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	20,615.81	20,615.81
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	19,636.19	19,636.19

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF MARCH 31, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	86,614.85	86,614.85
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	76,815.55	76,815.55
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	47,774.81	47,774.81
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	19,784.34	19,784.34
FEDERAL HOME LOAN BANK	09/29/2020	12/29/2016	2.00000	2.00000	20,000,000.00	20,000,000.00
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	17,000,000.00	17,000,000.00
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	3,000,000.00	3,000,000.00
FEDERAL FARM CREDIT BANK	12/07/2020	12/07/2016	1.77000	1.77000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	12/28/2020	12/28/2016	1.87500	1.87500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	12/28/2020	03/28/2017	1.97000	1.97000	12,040,000.00	12,040,000.00
FEDERAL FARM CREDIT BANK	04/12/2021	04/12/2016	1.62000	1.62000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	04/26/2021	04/26/2016	1.70000	1.70000	7,250,000.00	7,250,000.00
FEDERAL FARM CREDIT BANK	06/02/2021	06/02/2016	1.69000	1.69000	10,000,000.00	10,000,000.00
FHLMC	06/09/2021	06/09/2016	1.60000	1.60000	5,500,000.00	5,500,000.00
FEDERAL FARM CREDIT BANK	06/14/2021	03/31/2017	2.19000	2.19400	10,000,000.00	10,008,842.65
FEDERAL HOME LOAN BANK	09/01/2021	09/01/2016	1.55000	1.55522	15,000,000.00	14,996,685.36
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	8,736.35	8,736.35
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	132,367.27	132,367.27
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	6,121.88	6,121.88
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	33,021.36	33,021.36
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	33,927.87	33,927.87
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	146,086.49	146,086.49
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	15,043.26	15,043.26
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	28,471.85	28,471.85
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	14,866.36	14,866.36
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	49,439.04	49,439.04
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	55,135.98	55,135.98
FEDERAL HOME LOAN BANK	10/06/2021	10/06/2016	1.54000	1.54000	10,000,000.00	10,000,000.00
FHLMC	12/20/2021	12/20/2016	2.42000	2.42000	15,000,000.00	15,000,000.00
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	3,095.76	3,095.76
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	34,738.89	34,738.89
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	3,306.04	3,306.04
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	6,558.82	6,558.82
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	7,838.99	7,838.99
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	8,295.27	8,295.27
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	5,000.70	5,000.70
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	10,410.19	10,410.19
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	59,679.03	59,679.03
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	6,796.06	6,796.06
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	7,560.52	7,560.52
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	18,009.44	18,009.44
SCEIP 2013E-10	09/02/2023	05/01/2013	3.00000	3.00000	7,564.39	7,564.39
SCEIP 2013H-10	09/02/2023	08/01/2013	3.00000	3.00000	29,196.73	29,196.73
SCEIP 2013I-10	09/02/2023	09/03/2013	3.00000	3.00000	25,730.95	25,730.95
SCEIP 2013J-10	09/02/2024	10/01/2013	3.00000	3.00000	91,238.35	91,238.35
SCEIP 2013L-10	09/02/2024	12/02/2013	3.00000	3.00000	64,074.08	64,074.08
SCEIP 2014A-10	09/02/2024	01/02/2014	3.00000	3.00000	35,097.95	35,097.95
SCEIP 2014B-10	09/02/2024	02/03/2014	3.00000	3.00000	14,827.91	14,827.91
SCEIP 2014C-10	09/02/2024	03/03/2014	3.00000	3.00000	40,538.59	40,538.59
SCEIP 2014D-10	09/02/2024	04/01/2014	3.00000	3.00000	14,020.76	14,020.76
SCEIP 2014E-10	09/02/2024	05/01/2014	3.00000	3.00000	8,294.42	8,294.42
SCEIP 2014F-10	09/02/2024	06/02/2014	3.00000	3.00000	2,964.31	2,964.31
SCEIP 2014G-10	09/02/2024	06/30/2014	3.00000	3.00000	38,307.41	38,307.41
SCEIP 2014H-10	09/02/2024	08/01/2014	3.00000	3.00000	37,708.16	37,708.16
SCEIP 2014I-10	09/02/2024	09/02/2014	3.00000	3.00000	4,954.82	4,954.82
SCEIP 2014J-10	09/02/2025	10/01/2014	3.00000	3.00000	4,732.54	4,732.54
SCEIP 2014K-10	09/02/2025	11/03/2014	3.00000	3.00000	32,816.04	32,816.04
SCEIP 2014L-10	09/02/2025	12/01/2014	3.00000	3.00000	24,221.31	24,221.31
SCEIP 2015A-10	09/02/2025	01/05/2015	3.00000	3.00000	43,440.41	43,440.41
SCEIP 2015C-10	09/02/2025	03/02/2015	3.00000	3.00000	3,593.13	3,593.13

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF MARCH 31, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2015D-10	09/02/2025	04/01/2015	3.00000	3.00000	4,875.63	4,875.63
SCEIP 2015F-10	09/02/2025	06/01/2015	3.00000	3.00000	10,183.35	10,183.35
SCEIP 2015H-10	09/02/2025	08/03/2015	3.00000	3.00000	23,827.49	23,827.49
SCEIP 2015I-10	09/02/2025	09/02/2015	3.00000	3.00000	16,419.01	16,419.01
SCEIP 2015J-10	09/02/2026	10/01/2015	3.00000	3.00000	49,135.68	49,135.68
SCEIP 2015K-10	09/02/2026	11/02/2015	3.00000	3.00000	82,872.33	82,872.33
SCEIP 2015L-10	09/02/2026	12/01/2015	3.00000	3.00000	63,140.91	63,140.91
SCEIP 2016B-10	09/02/2026	02/01/2016	3.00000	3.00000	34,103.17	34,103.17
SCEIP 2016D-10	09/02/2026	04/01/2016	3.00000	3.00000	19,921.79	19,921.79
SCEIP 2016G-10	09/02/2026	06/30/2016	3.00000	3.00000	250,155.06	250,155.06
SCEIP 2016H-10	09/02/2026	08/01/2016	3.00000	3.00000	2,717.27	2,717.27
SCEIP 2016I-10	09/02/2026	09/02/2016	3.00000	3.00000	62,988.61	62,988.61
SCEIP 2016K-10	09/02/2027	11/01/2016	3.00000	3.00000	85,598.91	85,598.91
SCEIP 2016L-10	09/02/2027	12/01/2016	3.00000	3.00000	52,375.24	52,375.24
SCEIP 2017A-10	09/02/2027	01/03/2017	3.00000	3.00000	30,632.33	30,632.33
SCEIP 2017B-10	09/02/2027	02/01/2017	3.00000	3.00000	86,204.39	86,204.39
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	180,495.93	180,495.93
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	121,529.91	121,529.91
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	360,843.22	360,843.22
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	2,427,994.84	2,427,994.84
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	803,913.70	803,913.70
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	608,663.64	608,663.64
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	1,453,835.60	1,453,835.60
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	1,150,635.64	1,150,635.64
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	1,009,209.56	1,009,209.56
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	860,849.86	860,849.86
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	691,969.23	691,969.23
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	666,452.48	666,452.48
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,092,917.31	1,092,917.31
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	737,117.85	737,117.85
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	582,095.03	582,095.03
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	836,755.99	836,755.99
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	419,805.64	419,805.64
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	722,455.18	722,455.18
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	612,313.25	612,313.25
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	445,283.97	445,283.97
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	577,377.52	577,377.52
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	473,880.29	473,880.29
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	546,265.42	546,265.42
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	309,628.11	309,628.11
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	347,297.74	347,297.74
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	659,830.47	659,830.47
SCEIP 2014F-20	09/02/2034	06/02/2014	3.00000	3.00000	110,537.93	110,537.93
SCEIP 2014G-20	09/02/2034	06/30/2014	3.00000	3.00000	234,377.86	234,377.86
SCEIP 2014H-20	09/02/2034	08/01/2014	3.00000	3.00000	188,130.02	188,130.02
SCEIP 2014I-20	09/02/2034	09/02/2014	3.00000	3.00000	188,965.00	188,965.00
SCEIP 2014J-20	09/02/2035	10/01/2014	3.00000	3.00000	137,853.66	137,853.66
SCEIP 2014K-20	09/02/2035	11/03/2014	3.00000	3.00000	134,249.40	134,249.40
SCEIP 2014L-20	09/02/2035	12/01/2014	3.00000	3.00000	77,355.57	77,355.57
SCEIP 2015A-20	09/02/2035	01/05/2015	3.00000	3.00000	175,048.22	175,048.22
SCEIP 2015B-20	09/02/2035	02/02/2015	3.00000	3.00000	95,522.23	95,522.23
SCEIP 2015C-20	09/02/2035	03/02/2015	3.00000	3.00000	206,474.85	206,474.85
SCEIP 2015D-20	09/02/2035	04/01/2015	3.00000	3.00000	179,896.32	179,896.32
SCEIP 2015E-20	09/02/2035	05/01/2015	3.00000	3.00000	65,055.29	65,055.29
SCEIP 2015F-20	09/02/2035	06/01/2015	3.00000	3.00000	88,079.53	88,079.53
SUBTOTAL OTHER GOVERNMENTS		62.93%			1,334,021,895.17	1,333,531,527.14
BANK OF MONTREAL	06/01/2017	12/01/2016	1.12000	1.12000	20,000,000.00	20,000,000.00
BANK OF NOVA SCOTIA	06/09/2017	12/09/2016	1.15000	1.15000	25,000,000.00	25,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF MARCH 31, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
BANK OF MONTREAL	07/03/2017	09/09/2016	1.30000	1.30000	20,000,000.00	20,000,000.00
TORONTO DOMINION	07/05/2017	08/26/2016	1.33000	1.33000	25,000,000.00	25,000,000.00
BANK OF NOVA SCOTIA	07/28/2017	04/08/2016	1.20000	1.20000	25,000,000.00	25,000,000.00
BNP PARIBAS	09/06/2017	12/07/2016	1.30000	1.30000	25,000,000.00	25,000,000.00
SUBTOTAL NEGOTIABLE CERTIFICATES OF DEPOSIT		6.61%			140,000,000.00	140,000,000.00
GE CAP CORP MTN	04/27/2017	11/06/2012	2.30000	1.41507	5,000,000.00	5,003,044.22
WELLS FARGO CO MTN	05/08/2017	11/06/2012	2.10000	1.36301	5,000,000.00	5,003,612.23
WELLS FARGO CO MTN	06/02/2017	10/26/2015	1.15000	1.01026	15,000,000.00	15,003,513.33
BNY MELLON	06/20/2017	12/14/2016	1.96900	1.19266	8,500,000.00	8,514,417.44
WELLS FARGO CO MTN	09/08/2017	10/17/2014	1.40000	1.22336	7,037,000.00	7,042,326.01
WELLS FARGO CO MTN	09/08/2017	07/02/2015	1.40000	1.24004	15,000,000.00	15,010,302.89
CATEPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,004,157.22
MICROSOFT CORP	11/15/2017	12/05/2016	.87500	.95698	7,826,000.00	7,825,821.90
MICROSOFT CORP	11/15/2017	12/14/2016	.87500	.96245	5,778,000.00	5,778,936.06
GE CAP CORP MTN	12/07/2017	12/07/2012	1.60167	1.60167	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	1.40178	1.40178	20,000,000.00	20,000,000.00
TOYOTA	01/12/2018	01/19/2017	1.45000	1.34999	14,925,000.00	14,940,773.64
TOYOTA	01/12/2018	03/20/2017	1.45000	1.45608	10,000,000.00	10,026,861.04
WELLS FARGO CO MTN	01/22/2018	01/29/2016	1.65000	1.66501	7,000,000.00	6,999,170.07
GE CAP CORP MTN	02/01/2018	03/10/2017	5.62500	.20610	10,000,000.00	10,651,699.70
EXXON MOBIL CORP	03/06/2018	12/07/2016	1.30500	1.34674	25,375,000.00	25,365,147.35
BANK OF AMERICA	03/26/2018	05/10/2016	1.65000	1.42009	10,000,000.00	10,022,221.33
WELLS FARGO CO MTN	04/23/2018	07/19/2016	1.67122	1.47800	5,000,000.00	5,009,690.04
TOYOTA	10/25/2018	10/25/2013	1.68789	1.68789	5,000,000.00	5,000,000.00
WELLS FARGO CO MTN	11/28/2018	12/08/2016	1.80000	1.84316	10,000,000.00	9,993,014.17
WELLS FARGO CO MTN	05/24/2019	06/14/2016	1.75000	1.48002	15,000,000.00	15,084,752.07
MICROSOFT CORP	08/08/2019	03/07/2017	1.10000	1.60415	8,000,000.00	7,914,425.72
WELLS FARGO CO MTN	12/06/2019	12/08/2016	1.60083	1.60083	10,000,000.00	10,000,000.00
WELLS FARGO CO MTN	12/06/2019	12/08/2016	2.15000	2.19789	10,000,000.00	9,987,639.34
SUBTOTAL CORPORATE NOTES AND BONDS		12.28%			259,441,000.00	260,181,525.77
CAMP	04/01/2017	07/08/2002	.89909	.89909	33,042,022.23	33,042,022.23
CAL TRUST MMF	04/01/2017	08/28/2009	.54409	.54409	29,010,460.64	29,010,460.64
SUBTOTAL MONEY MARKET MUTUAL FUNDS		2.93%			62,052,482.87	62,052,482.87
LOCAL AGENCY INVESTMENT FUND	04/01/2017	11/04/2002	.77606	.77606	13,000,276.45	13,000,276.45
SUBTOTAL GOVERNMENT POOLS AND JPA'S		0.61%			13,000,276.45	13,000,276.45
CASH IN BANK		0.68%			14,461,670.70	14,461,670.70
CHECK AND WARRANTS IN TRANSIT		0.04%			758,208.66	758,208.66
CASH IN VAULT		0.01%			163,955.14	163,955.14
GRAND TOTAL		100%			2,118,899,488.99	2,118,966,076.03



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 3
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Gary Fontenot (707) 565-5931
Tracy Repp (707) 565-5982

Supervisorial District(s):

All

Title: Area Agency on Aging FY 2017-18 Area Plan Update

Recommended Actions:

Approve the Area Agency on Aging FY 2016-20 Area Plan Update for FY 2017-18 and authorize the Chairperson of the Board of Supervisors to sign the Transmittal Letter to California Department of Aging, which is a condition to receive federal funding.

Executive Summary:

The Sonoma County Area Agency on Aging is required by the California Department of Aging to develop an Area Plan every four years and update it annually. The plan establishes annual goals and objectives that serve to improve the lives of older adults, adults with disabilities, and their caregivers in Sonoma County. This update includes revised goals and objectives regarding the needs of LGBT seniors, improving senior transportation options, expansion of the fall prevention program to the coastal area, and the development of a senior housing advocacy workgroup.

Discussion:

Sonoma County Area Agency on Agency Background

The Board of Supervisors has been designated as the governing body of the Sonoma County Area Agency on Aging by the California Department of Aging since 1980. The Area Agency on Aging is responsible for planning and developing policy and advocating for the needs of seniors, adults with disabilities, and their caregivers as well as administering Older Americans Act funding. These federal funds assist seniors and people with disabilities remain independent and safe at home and in the community as long as possible.

CDA distributes the federal funds to local Area Agencies on Aging for the provision of services for seniors (persons 60 and older). The Sonoma County Area Agency on Aging receives approximately \$2 million annually from the California Department of Aging and contracts with local community-based service

providers to support programs such as home delivered meals, senior lunch programs in congregate sites, case management, transportation, as well as others.

Area Agency on Aging Area Plan Update

As described in Title 22, Chapter 3, Article 1.8 of the California Code of Regulations, each Area Agency on Aging is required to develop and maintain a four-year area plan which informs the community on needs, available services and service gaps for seniors as well as the Area Agency on Aging's plans to address these issues during the four-year planning cycle. Goals and objectives are developed reflecting the results of the extensive needs assessment in 2015. This needs assessment was included in the four-year 2016-2020 plan and comprehensive community report "*The Art of Aging*" approved by the Board of Supervisors on May 24, 2016.

Each fiscal year, the Area Agency on Aging is required to provide the California Department of Aging an update to the four-year plan. The FY 2017-18 Area Plan Update provides a progress report on objectives identified in the 2016-2020 Four-Year Area Plan. The Area Agency on Aging has added new objectives to the Area Plan Update. The new objectives were developed and approved by the Area Agency on Aging Advisory Council as recommended by Area Agency on Aging staff. The basis of the objectives are a combination of contractual requirements and ongoing evaluation of older adults needs in Sonoma County. These objectives include:

- Partnering with the Economic Development Board to highlight 2017 as the *Year of the Senior* as approved by the Board of Supervisors on January 10, 2017 through new programming and events.
- Conducting focus groups to assess the changing needs of senior populations, with a focus on the needs of Latino and Lesbian, Gay, Bisexual, Transgender, Queer/Questioning and Intersex (LGBTQI) communities.
- Presenting "Driving Safely As We Age" throughout the county to bring awareness and encourage the conversation for seniors who may outlive the ability to drive or who choose not to drive.
- Updating the Senior Resource Guide both in hard copy and electronic versions for service providers, health care organizations and community groups in order to increase community awareness about senior services and how to access them.

The FY 2017-18 Area Plan Update was approved by the Area Agency on Aging Advisory Council at its Public Hearing on April 19, 2017.

To accomplish the goals and objectives set forth in the Area Plan and effectively administer the Older Americans Act funding locally, the Area Agency on Aging maintains a strong voice in the community on senior issues. Examples of the Area Agency on Aging's effective advocacy includes:

- Collaborating with 7 community agencies to create a Travel Voucher Program to provide seniors with vouchers for alternative transportation options such as taxis, Uber or Lyft. Agencies include: Catholic Charities, Cloverdale Senior Center, Earle Baum Center for the Blind, Friends In Sonoma Helping (F.I.S.H), Petaluma People Services Center, Sebastopol Area Senior Center, and Vintage House.
- Developing the Advisory Council Housing Workgroup to advocate for services for seniors who are

homeless or at-risk of losing their housing, specifically as a support for the *Linkages for Senior Housing Program* approved by the Board of Supervisors on December 16, 2016. Workgroup partners include: Aging Together, Area Agency on Aging, Catholic Charities, Community Development Commission, Council on Aging, Episcopal Senior Communities, Habitat for Humanity, Legal Aid, Mirabel Lodge, Share Housing & Resource Exchange (SHARE) a program of Petaluma People Services Center, Sonoma County Department of Health Services, and Sonoma County Department of Human Services Adult & Aging Division’s Linkages and In Home Supportive Services Programs.

- Creating the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning and Intersex (LGBTQI) Seniors Connection Program which includes cultural competency trainings for agencies, support groups and an LGBTQI Information and Assistance Specialist at the Sebastopol Area Senior Center.
- Training volunteers in the Northern Sonoma coastal community of the Sea Ranch to be certified coaches of *A Matter of Balance*, an evidenced-based fall prevention program to better serve this remote area of Sonoma County.

Prior Board Actions:

The Sonoma County Board of Supervisors has annually approved the Area Plans and Updates as presented to the Board by the Area Agency on Aging at the following meetings:
 May 24, 2016, the Board approved the Area Agency on Aging Four-Year Area Plan 2016-2020
 May 12, 2015, the Board approved the 2015/16 Area Plan Update
 May 20, 2014, the Board approved the 2014/15 Area Plan Update
 May 14, 2013, the Board approved the 2013/14 Area Plan Update
 May 15, 2012, the Board approved the Area Agency on Aging Four-Year Area Plan 2012-2016

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The Area Agency on Aging Area Plan Update includes goals and objectives to help improve the lives of older adults in Sonoma County.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	2,069,968	2,070,000
Additional Appropriation Requested	0		
Total Expenditures	0	2,069,968	2,070,000
Funding Sources			
General Fund/WA GF	0		
State/Federal	0	2,069,968	2,070,000
Fees/Other	0		
Use of Fund Balance	0		
Contingencies	0		
Total Sources	0	2,069,968	2,070,000
Narrative Explanation of Fiscal Impacts:			
<p>The Area Plan Update does not dictate expenditures for the Area Agency on Aging budget however approval of the plan is required as a condition of funding from the California Department of Aging. Revenue from the California Department of Aging and contract expenditures will be heard by the Board of Supervisors in June 2017 during the Budget Hearings.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
None			
Related Items “On File” with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. FY 2017-18 Area Plan Update (includes Transmittal Letter) 2. The Art of Aging – The Sonoma County Area Agency on Aging Four-Year Plan – 2016-2020 			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 4
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services and Human Resources

Staff Name and Phone Number:

Karen Fies 565-6990
Ashley Nolan 565-5851

Supervisorial District(s):

Title: Authorization to Implement Layoff Procedures within the Human Services Department

Recommended Actions:

Authorize the Human Services Department, in coordination with and oversight by the Human Resources department to administer layoff proceedings and to mitigate layoffs to the extent possible in accordance with Civil Service Rule 11: Layoffs.

Executive Summary:

Due to increased operating costs for Fiscal Year 2017-2018 combined with reduced state and federal anticipated funding have made it necessary for Human Services to develop a FY 2017-18 budget that includes 69.5 reduction in allocated positions. The Human Services Department is requesting Board approval to implement the Layoff Provisions of the Rules of the Sonoma County Civil Service Commission specifically Rule 11: Layoffs. This agenda item does not request authority to delete position allocations at this time; Human Services will return to the Board in June 2017, during scheduled budget hearings, to request authority to delete specific position allocations effective for July 1, 2017..

Discussion:

In January 2017, Human Services received the State's initial budget projections. The Department's Fiscal Year 2017-2018 recommended budget reflects increases in budgeted expenditures for salary increases associated with the recent cost-of-living adjustment and reclassification of a large number of eligibility staff, in addition to increases in costs for County services. This requires the Department to reduce expenditures to achieve a balanced budget. While some revenue sources are expected to increase slightly but at a slower rate than in previous years, others remain flat or declining as a result of decreases in statewide and local caseloads.

To align expenditures to available revenues, Human Services expects to recommend to the Board in June budget hearings a reduction to salaries and benefits of nearly \$10 million. This includes the

elimination of 69.5 FTE positions, reducing the Department’s permanent full-time equivalent positions from 951.55 to 882.05. An additional \$4.1 million in savings was achieved through reductions in other areas including services and supplies, contracts and other expenditures.

If approved, the Board’s action today will authorize the Department, in coordination with the Human Resources Department, to develop a timeline, create and audit seniority lists and layoff notices, and engage employee organizations in the meet and confer process by the deadline of June 23, 2017. This action is necessary as there are numerous actions and processes in the County’s lay-off process. Today’s action will ensure the Department meets the requirement to provide formal notice of 21 calendar days to affected employees upon adoption of the Fiscal Year 2017-2018 budget which will include the elimination of position allocations.

To date, the Department has proposed in its budget the reduction of 69.5 full-time equivalent (FTE) allocated positions, resulting in up to twenty-four layoffs. Due to anticipated attrition through retirements, resignations and promotions, we expect much less than 24 employees will be laid off from County service. In addition, with the Board’s action today, over the next few months, until adoption of Fiscal Year 2017-2018 budget, the Department, in coordination with Human Resources, plans to continue monitoring vacancies closely for opportunities to mitigate layoffs to the extent possible.

Should nothing change between now and when the Board adopts the budget hearings in June, and the Board takes the recommended actions to approve the proposed reduction of 69.5 FTE positions, the following positions will be deleted from the Fiscal Year 2017-2018 budget:

- | | |
|---|---|
| Office Assistant II – 1.5 | Micrographic Technician I/II – 2 |
| Senior Office Assistant - 6 | Materials Handler – 1 |
| Administrative Aide – 4 | Eligibility Worker – 6 |
| Human Services Systems and Programming Analyst - 1 | Human Services Aide – 1 |
| Public Assistance Systems Technician – 1 | Eligibility Specialist I/II – 18.5 |
| Senior Eligibility Specialist – 2 | Eligibility Specialist Supervisor – 3 |
| Program Planning & Evaluation Analyst - 5 | Social Service Worker II – 2 |
| Social Service Worker III – 1 | Social Service Worker IV – 3 |
| Children’s Residential Care Counselor I/II – 1 | Employment and Training Specialist – 1 |
| Employment and Training Counselor – 8 | Employment and Training Coordinator - 1 |
| Office Support Supervisor (effective Jan. 1, 2018) - .5 | |

If the Board doesn’t authorize the Department to initiate the Layoff Procedures pursuant to Civil Service Rule 11: Layoffs, it will delay the effective date of position deletions and could require deeper cuts to maintain a balanced the budget.

Prior Board Actions:

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The Human Services Department will continue to care for its most vulnerable populations despite budget reductions.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
There are no costs directly associated with this action. The action authorizes the initiation of layoff procedures in preparation for adoption of the FY 17-18 Budget. Actual reductions to appropriations and positions will be made in the FY 17-18 Budget hearings with the Board in June 2017.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 5
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Hannah Spencer, 565-1928

Supervisorial District(s):

Fourth

Title: Certificate of Modification (PRMD File No. CMO16-0007)

Recommended Actions:

Adopt a Resolution and Conditions of Approval for a Certificate of Modification to modify the building envelopes on a parcel subject to an Open Space Easement for property located at 674 & 746 Artisan Circle, Geyserville; APN 131-250-002.

Executive Summary:

This item is to approve a Certificate of Modification to abandon and modify the building envelopes depicted on Lot 2 of the Hall Ranch Subdivision (PRMD File No. MJS04-0006), resulting in a single, two-acre building envelope, required by the "Deed and Agreement By and Between Hall T-T, LLC and the Sonoma County Agricultural Preservation and Open Space District Conveying an Open Space Easement and Assigning Development Rights" (Open Space Easement). A Certificate of Modification is the process required when a landowner wishes to modify a recorded subdivision map. This action satisfies a previously approved subdivision condition, to reduce the building footprint and increase open space by 0.69 acres, prior to residential construction. This Certificate of Modification requires Board approval because the subdivision and the Open Space Easement were previously approved by the Board in 2007 and 2014, respectively. Typically, Certificate of Modifications are approved by the Planning Commission.

Discussion:

Background:

Part of the Hall Ranch Subdivision approval included the Board placing a permanent open space easement on the project site held by the Sonoma County Agricultural Preservation and Open Space District (District) and rescinding the Land Conservation Contract (Williamson Act Contract). On September 17, 2014 the Board executed the Open Space Easement and the Final Map recorded on October 3, 2014 in Book 766 of Maps, Page 23-34.

The Open Space Easement requires, with District approval, the landowner to designate a single, two-acre building envelope on Lot 2 of the subdivision prior to filing any applications for building permits for residential structures on the property. On September 30, 2016, the District approved this request for a

Certificate of Modification and subsequently updated the Hall Ranch Open Space Easement Baseline Site Map. District staff determined that approval of this modification does not require an amendment to the Open Space Easement.

Project Description, Location, and Zoning:

This is a request to modify the building envelopes designated on Lot 2 of the Hall Ranch Subdivision – MJS04-0006, resulting in a single, two-acre building envelope. The subject property is a 40.11-acre parcel that contains two building envelopes: Building Envelope A (0.86 acres) and Building Envelope B (1.83 acres). This action eliminates Building Envelope A and modifies Building Envelope B by increasing it to two-acres in size. District staff determined that this modification is consistent with the Open Space Easement subject to the property. The property is located in Geyserville, near the Highway 128 intersection with Geysers Road and Wilson Road. The property is zoned LIA (Land Intensive Agriculture) B7 (Frozen Parcel Size) with overlay zoning designations of Z (Second Unit Exclusion) and SR (Scenic Resources). Because the subdivision was approved by the Board of Supervisors, this request for a Certificate of Modification must be approved by the Board of Supervisors.

Building Envelope A is located in the northern portion of the property, in a generally visible and heavily forested area. Abandoning this building envelope would reduce the net scenic impacts of residential development on Lot 2 and need for oak tree removal. Building Envelope B currently exists on a partially forested hilltop outside of the Scenic Resources zoning designation, yet visible from Artisan Court and Wilson Road. Modifying Building Envelope B by shifting its location further down the hillside and increasing it to two-acres in size moves the building envelope outside of the mixed hardwood forest and onto the annual grassland. This modification will not result in additional scenic impacts as the proposed location of Building Envelope B remains outside of the Scenic Resources zoning designation and is not visible from the Highway 128 Scenic Corridor. Additionally, this modification of Building Envelope B complies with property setbacks and does not impact any designated wetland areas nor existing agricultural uses of the property. Therefore, staff have determined that this proposed modification is consistent with zoning and does not result in any significant impacts to open space, natural, scenic and agricultural resources of the property or surrounding area.

Staff Recommendation:

Staff recommends the Board find that all Government Code Section 66472.1 and Sonoma County Subdivision Ordinance Section 25-13.8 findings (as noted in the attached resolution) are satisfied in connection with the proposed Certificate of Modification, and approve the proposed Certificate of Modification subject to the Conditions of Approval.

Prior Board Actions:

1. On April 10, 2007, the Board approved the Tentative Map and Conditions of Approval for MJS04-0006, Hall T-T, LLC (Resolution No. 07-0274).
2. On September 17, 2014, the Board approved the Deed and Agreement By and Between Hall T-T, LLC and the Sonoma County Agricultural Preservation and Open Space District Conveying an Open Space Easement and Assigning Development Rights (Resolution No. 14-0370).
3. On September 1, 2015, the Board approved LLA10-0006 (Resolution No. 15-0351).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
In 1990, Sonoma County residents voted to create the Agricultural Preservation and Open Space District to preserve land. The property's open space, natural, scenic, and agricultural resources are protected by an open space easement held by the District. This modification reduces impacts to the property's protected resources and is consistent with the open space easement, zoning and the General Plan.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There will be no new fiscal impacts as a result of this action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Draft Board of Supervisors Resolution with Attachment A: Conditions of Approval Attachment B: Proposal Statement			

Attachment C: Assessor's Parcel Map

Attachment D: Certificate of Modification Map

Attachment E: Grant Deed recorded document no. 2015-064033

Related Items "On File" with the Clerk of the Board:

Hall Ranch Open Space Easement recorded document no. 2014-4070251

Hall Ranch Open Space Easement Approval Letter dated September 30, 2016

Hall Ranch Open Space Easement Baseline Site Map dated December 23, 2016

Hall Ranch Subdivision Map recorded document no. 2014-070247



County of Sonoma
State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

CMO16-0007 Hannah Spencer

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Granting the Request By Geyserville Investment, LLC For A Certificate Of Modification For
Property Located At 674 And 746 Artisan Circle, Geyserville; APN: 131-250-002.**

Whereas, the owner, Geyserville Investment, LLC, filed a Certificate of Modification application with the Sonoma County Permit and Resource Management Department for eliminating Building Envelope A and modifying Building Envelope B on a 40.11-acre parcel subject to Deed and Agreement By and Between Hall T-T, LLC and the Sonoma County Agricultural Preservation and Open Space District Conveying an Open Space Easement and Assigning Development Rights, record document no. 2014-4070251 (“Open Space Easement”), resulting in a single, 2-acre building envelope for property located at 674 and 746 Artisan Circle, Geyserville; APN 131-250-002; Zoned LIA (Land Intensive Agriculture), B7 (Frozen Parcel Size), Z (Second Unit Exclusion), and SR (Scenic Resources); Supervisorial District No 4; and

Whereas, in accordance with the provisions of the law, the Board of Supervisors held a public hearing on May 16, 2017 at which time all interested persons were given an opportunity to be heard; and

Whereas, the purpose of the Certificate of Modification is to abandon and modify the building envelopes on Lot 2 of the Hall Ranch Subdivision – MJS04-0006, resulting in a single, two-acre building envelope, as required by the Open Space Easement.

Whereas, Government Code Section 66472.1 and Sonoma County Subdivision Ordinance Section 25-13.8 requires that the Board of Supervisors make certain findings before a recorded map may be modified.

Now, Therefore, Be It Resolved, that the Board of Supervisors makes the following findings consistent with Government Code Section 66472.1 and Sonoma County Subdivision Ordinance Section 25-13.8:

- a. That there are changes in circumstances which make any and all of the conditions of such map no longer appropriate or necessary, and
- b. That the modifications do not impose any additional burden on the present fee owner of the property, and
- c. That the modifications do not alter any right, title or interest in the real property reflected on the recorded map, and
- d. That the map as modified conforms to all the provisions of the Subdivision Map Act and local implementing ordinances
- e. That the modification results in eliminating Building Envelope A and increasing Building Envelope B to 2 acres in size, and
- f. That the modification complies with property setbacks, and
- g. That the modification will not result in any significant impacts to the open space, natural, scenic and agricultural values of the property or surrounding area.

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Certificate of Modification meets the requirements of the above findings.

Be It Further Resolved that the Board of Supervisors finds the requested action described in this Resolution is categorically exempt from the California Environmental Quality Act pursuant to Section 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a minor alteration in land use.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby grants the request by Geyserville Investments, LLC for the requested Certificate of Modification subject to the Conditions of Approval in Attachment "A," attached hereto.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

Resolution #
Date: May 16, 2017
Page 3

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS

Draft Conditions of Approval Attachment A

Staff:	Hannah Spencer	Date:	May 16, 2017
Applicant:	Tom Billeter	File No.:	CMO16-0007
Owner:	Geyserville Investment, LLC	APN:	131-250-002
Address:	674 & 746 Artisan Circle, Geyserville		

Project Description: Request to eliminate and modify the building envelopes on Lot 2 of the Hall Ranch Subdivision, resulting in a single 2-acre building envelope on a 40.11 acre parcel zoned LIA (Land Intensive Agriculture) B7 (Frozen Parcel Size) Z (Second Unit Exclusion), SR (Scenic Resources). This modification is required by, and complies with, the Hall Ranch Open Space Easement (OR. NO. 2014-4070251).

SURVEYOR:

1. In accordance with Section 66472.1 of the Subdivision Map Act, the following findings are made:
 - (a) that there are changes in circumstances which make any and all of the conditions of such map no longer appropriate or necessary, and
 - (b) that the modifications do not impose any additional burden on the present fee owner of the property, and
 - (c) that the modifications do not alter any right, title or interest in the real property reflected on the recorded map, and
 - (d) that the map as modified conforms to all the provisions of the Subdivision Map Act and local implementing ordinances.
2. An Amended Map or Certificate of Modification prepared by a Licensed Land Surveyor or someone authorized to practice land surveying, shall be submitted to the County Surveyor within one (1) year after date of approval, together with a CURRENT Title Report showing proof of ownership and documentation listing those with a record title interest in the property. Upon recording the Amended Map or Certificate of Modification the original map will be deemed to have been modified.
3. Approval is given for the relocation of the Building Envelope on Lot 2 as shown on the map entitled "Tract No. 1067 Hall T-T Ranch Subdivision" filed in the office of the County Recorder, in Book 766 of Maps, Pages 23-38, Sonoma County Records to that location as shown on the "Building Envelope Exhibit" prepared by BC Engineering Group, Inc. dated 09/21/16 and made a part of the application submittal package. Current County Planning setbacks shall apply.
4. **NOTICE:** Anyone with a record title interest in the property shall sign a statement on the map or certificate consenting to the preparation and recording of said map or certificate.

"I (We) have an interest in the property reflected on this certificate of correction (modification) and hereby consent to the preparation and recordation of this document."

Signatures need to be acknowledged by a Notary Public.

PLANNING:

5. NOTE ON MAP: "Agricultural activities occur in the area and noise, dust, odor, smoke and pesticide use may occur and are consistent with the Sonoma County General Plan Land Use designation for the area."
6. All building and/or grading permits shall have the following note printed on plan sheets:

"If paleontological resources or prehistoric, historic or tribal cultural resources are encountered during ground-disturbing work, all work in the immediate vicinity shall be halted and the operator must immediately notify the Permit and Resource Management Department (PRMD) – Project Review staff of the find. The operator shall be responsible for the cost to have a qualified paleontologist, archaeologist or tribal cultural resource specialist under contract to evaluate the find and make recommendations to protect the resource in a report to PRMD. Paleontological resources include fossils of animals, plants or other organisms. Prehistoric resources include humanly modified stone, shell, or bones, hearths, firepits, obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), stone milling equipment, such as mortars and pestles, and certain sites features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe. Historic resources include all by-products of human use greater than fifty (50) years of age including, backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse.

If human remains are encountered, work in the immediate vicinity shall be halted and the operator shall notify PRMD and the Sonoma County Coroner immediately. At the same time, the operator shall be responsible for the cost to have a qualified archaeologist under contract to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification so that a Most Likely Descendant can be designated and the appropriate measures implemented in compliance with the California Government Code and Public Resources Code."

7. The applicant shall include these Conditions of Approval on separate sheets of plan sets to be submitted for building and grading permit applications.
-



Sonoma County PRMD

September 12, 2016

Attn: Planning Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Certificate of Modification Proposal Statement

746 & 674 Artisan Ct, Geyserville, California 95441
Formerly 2457 Wilson Road - Lot 2, Geyserville, California 95441
APN 131-250-002

Geyserville Investment, LLC proposes to modify the building envelopes for a single family residential development on the subject property.

The Certificate of Modification is requested to modify the existing, approved, envelopes, totaling 2.7 acres on the subject property, so as to designate a single 2.0 acre building envelope.

Two building envelopes currently exist on the property, with a combined area of 2.7 acres. Building envelope A has an area of 37,766 SF. Building envelope B has an area of 79,722 SF.

Modification Purpose

A new 2.0 acre building envelope is required per *Deed and Agreement By and Between Hall T-T, LLC and the Sonoma County Agricultural Preservation and Open Space District Conveying an Open Space Easement and Assigning Development Rights* ("Easement") document number 20144070251 page 7, paragraph 10. Which states:

Notwithstanding the foregoing, the building envelope on Lot 2 of the tentative map approved by the County depicts a 2.7-acre building envelope. Within that 2.7 ac area, the owner of Lot 2 shall delineate, and notify DISTRICT in writing of the delineation of a 2 acre building envelope prior to filing any application for building permits for any residence or residential accessory structure on that Lot 2.

Existing Building Envelopes

Two building envelopes currently exist on the property, with a combined area of 2.7 acres. Building envelope A has an area of 37,766 SF. Building envelope B has an area of 79,722 SF.

Proposed Building Envelope Modification

Building envelope A is to be abandoned. Building envelope B is to be modified and replaced by the new proposed building envelope, with an area of 87,120 SF (2.0 acres). The proposed 2.0 acre building envelope shall serve a single family residence on the subject property and/or other accessory buildings, as permitted in the Easement.

Sincerely,

Tom Blileter, P.E.

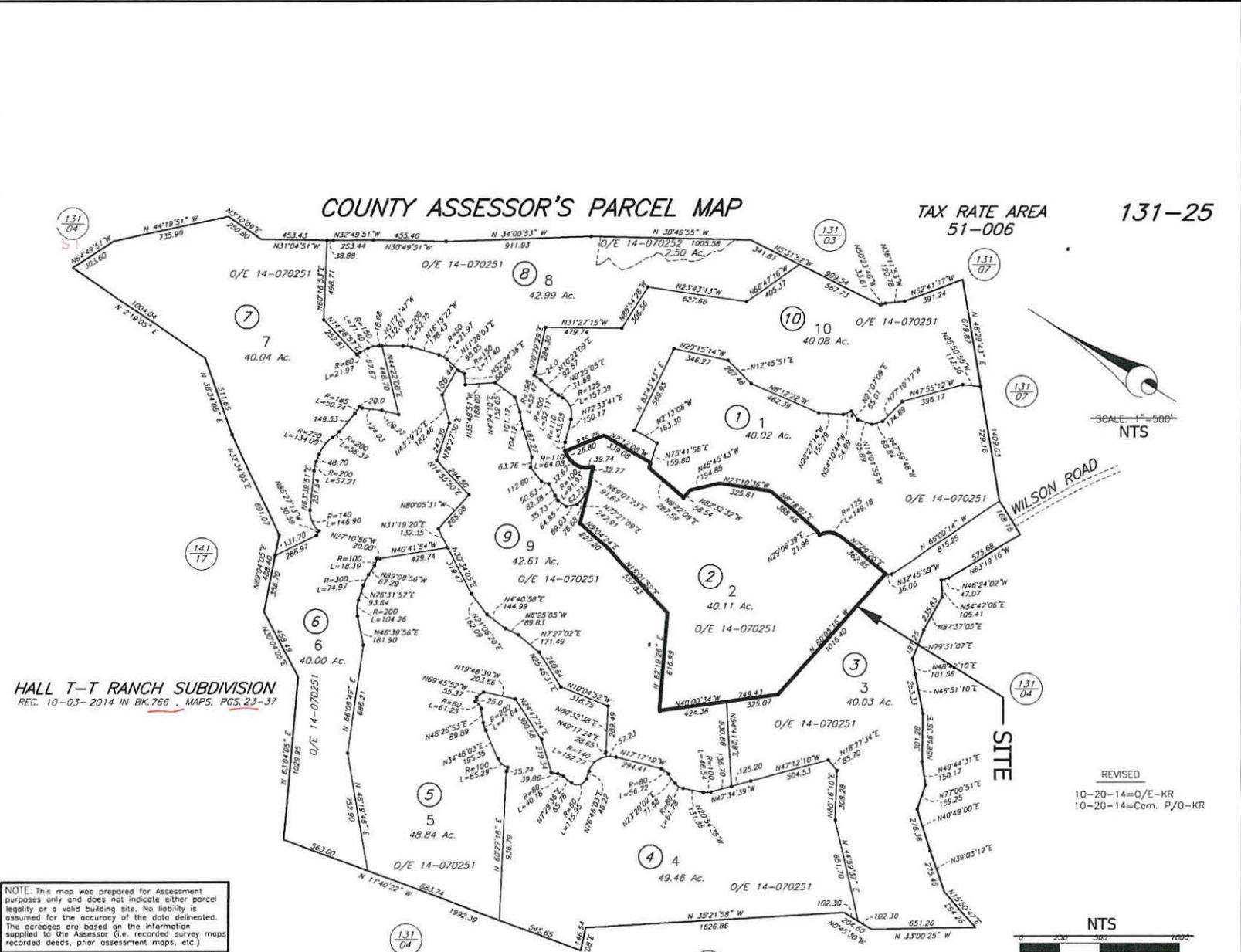
Jessica Chavez, E.I.T.

Date: 9/1/16
 Drawn: JC
 Job: 112-16
 Scale: N.T.S.

CERTIFICATE OF MODIFICATION
 ASSESSOR'S PARCEL MAP
 GEYSERVILLE INVESTMENT COMPANY
 746 & 674 ARTISAN CT
 (FORMERLY 2457 WILSON ROAD - LOT 2)
 GEYSERVILLE, CA 95441
 APN: 131-250-002

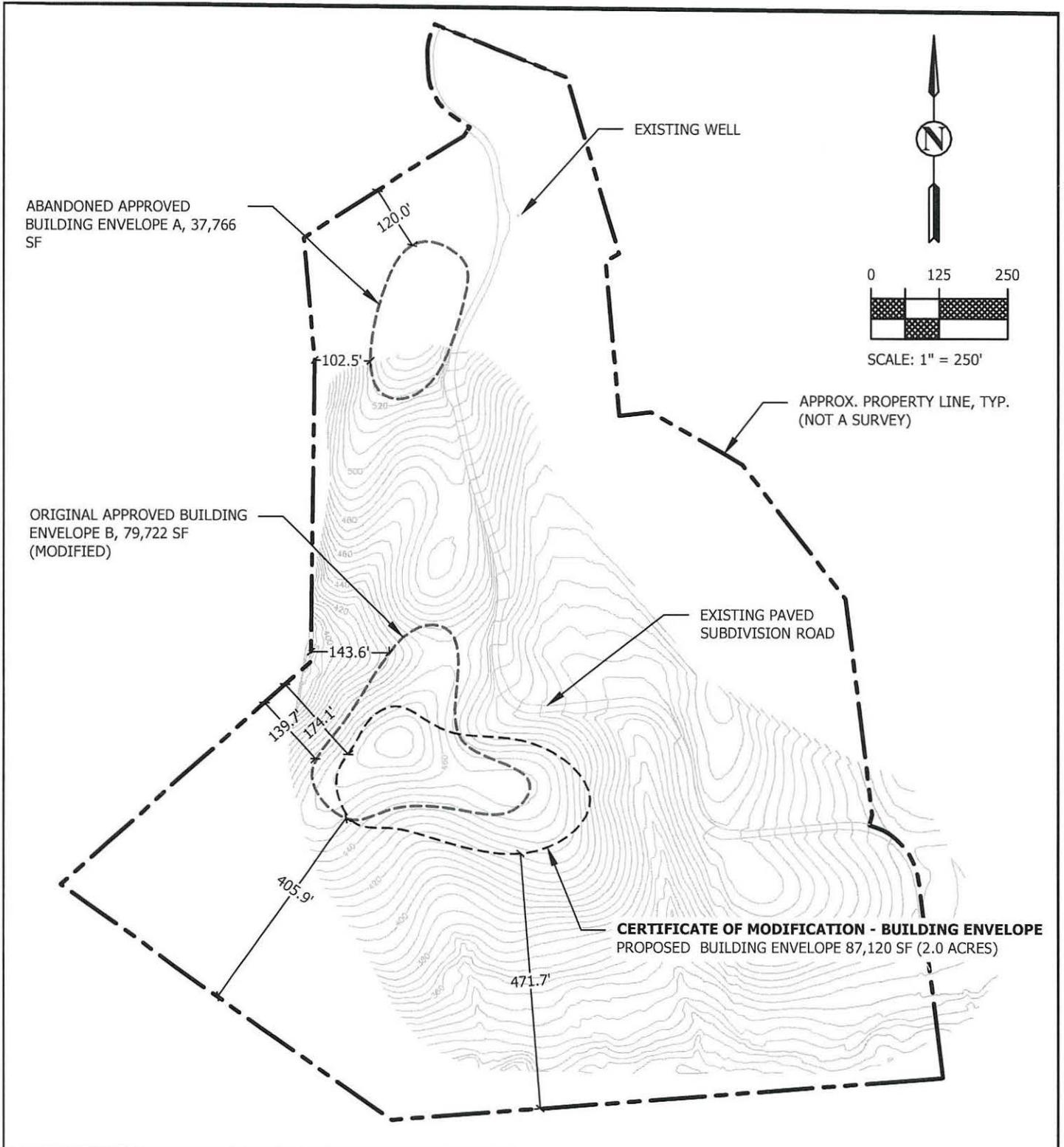


BC ENGINEERING GROUP, INC.
CIVIL ENGINEERING & LAND PLANNING
 www.bcengineeringgroup.com
 Phone: 707.542.4321
 SANTA ROSA OFFICE:
 2800 Cleveland Ave, Suite C, Santa Rosa CA 95403
 UKIAH OFFICE:
 603 S. State Street, Ukiah CA 95482



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.



Date: 9/21/16
 Drawn: JC
 Job: 112-16
 Scale: 1"=250'

BUILDING ENVELOPE EXHIBIT
 MODIFIED BUILDING ENVELOPE
 GEYSERVILLE INVESTMENT COMPANY
 746 & 674 ARTISAN CT
 (FORMERLY 2457 WILSON ROAD - LOT 2)
 GEYSERVILLE, CA 95441
 APN: 131-250-002



BC ENGINEERING GROUP, INC.
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 www.bceengineeringgroup.com
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2015064033

Official Records Of Sonoma County
William F. Rousseau
07/17/2015 02:43 PM
NORTH COAST TITLE COMPANY



DEED 2 Pgs
Fee: \$16.00
County Tax: \$12,100.00

RECORDING REQUESTED BY
North Coast Title Co.
WHEN RECORDED MAIL TO AND MAIL
TAX STATEMENTS TO:

GEYSERVILLE INVESTMENTS, LLC
436 14th Street, Suite 1417
Oakland, CA 94612

ORDER NO.: 00105997-001-JES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
 unincorporated area
 the City of

Documentary Transfer Tax is \$12,100.00
 computed on full value of interest or property conveyed, or
 full value less value of liens or encumbrances remaining at the
time of sale

Parcel No. 131-250-001,002,003,004,005

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Hall T-T, LLC, a Texas Limited Liability Company
hereby GRANT(s) to

Geyserville Investments, LLC, a California limited liability company
the following real property in the unincorporated area, County of Sonoma, State of California:

See Exhibit A attached hereto and made a part hereof. THIS DEED IS BEING RECORDED SUBJECT TO THOSE
CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED 10/3/14 UNDER DOCUMENT NO. 2014
070258, AS MODIFIED 5/19/15 UNDER DOCUMENT NO. 2015043060 AND AS FURTHER MODIFIED 7/16/15
UNDER DOCUMENT NO. 2015 06 4030 17

Dated: July __, 2015

Hall T-T, LLC, a Texas Limited Liability Company

By: Bryan Tolbert
Vice President of Finance

A notary public or other officer completing this certificate verifies only the identity
of the individual who signed the document to which this certificate is attached, and
not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS }
COUNTY OF COLLIN } SS:

On June 16, 2015 before me,
Stacey Francis

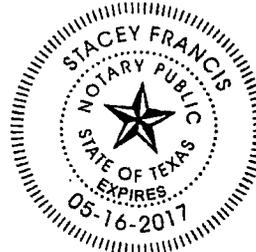
a Notary Public, personally appeared Bryan Tolbert
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies) and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument. Texas

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

WITNESS my hand and official seal.

Signature Stacey Francis

FOR NOTARY SEAL OR STAMP



GRANTDEE

Exhibit A

The land referred to herein below is situated in the Unincorporated Area, County of Sonoma, State of California, and is described as follows:

Parcel One:

Lots 1 through 5, as shown on the Map entitled "Tract No. 1067, Hall T-T Ranch Subdivision," filed in the Office of the County Recorder on October 3, 2014 in Book 766 of Maps, Pages 23 through 37, Sonoma County Records.

Reserving therefrom those certain easements that encumber the property conveyed hereunder as set forth in Article 2, Paragraph 2.3, of the "Hall Ranch Alexander Valley Declaration of Restrictions (CC&R'S)," recorded October 3, 2014 as Document No. 2014070258, Sonoma County Records (referred to herein as the "Hall Ranch CC&R'S"), including the "Minimum 40' Roadway, Public & Private Utility Easement," and any other appurtenant easements as set forth on said map and as referred to in Parcel One above and as described in Section 2.3.1 of the Hall Ranch CC&R'S.

Also reserving therefrom an easement for "Well and Pipeline Easement Appurtenant to Lots 9 & 10" lying within Lot 2, designated as "Minimum 40' Roadway, Public & Private Utility Easement" as said easement and lots are shown on the Map entitled "Tract No. 1067, Hall T-T Ranch Subdivision," filed in the Office of the County Recorder on October 3, 2014 in Book 766 of Maps, Pages 23 through 37, Sonoma County Records.

Parcel Two:

The applicable easements set forth in Section 2.3 of the Hall Ranch CC&R'S, including the easement over the "Minimum 40' Roadway, Public & Private Utility Easement", described in Section 2.3.1 of the Hall Ranch CC&R'S and any other appurtenant easements as set forth on said map and as referred to in Parcel One above and as described in Section 2.3.1 of the Hall Ranch CC&R'S.

A.P. No.'s 131-250-001 through 005



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 6
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Vanessa Fuchs (707) 565-6258

Supervisorial District(s):

Countywide

Title: Agreement with BI Inc. for Juvenile Probation Electronic Monitoring Equipment and Services

Recommended Actions:

Authorize the Chief Probation Officer to execute an agreement with BI Incorporated for juvenile offender electronic monitoring equipment and services for a three (3) year term, effective April 15, 2017, with the option to extend for two (2) additional one year periods. The budgeted amount for juvenile electronic monitoring in FY 16-17 is \$87,000, and proposed amount for FY 17-18 is \$100,000.

Executive Summary:

Sonoma County Probation Department requests the Board authorize the Chief Probation Officer to execute an agreement with BI, Incorporated to provide equipment and services for electronic monitoring of juvenile probationers who are released to home supervision. Welfare and Institutions Codes allow for a youth to be released to home supervision if detention is deemed not necessary for the youth's safety or public safety. Electronic monitoring is increasingly ordered by the Juvenile Court as a cost-effective detention alternative, which provides oversight of youth prior to and post-adjudication, and assists probation officers with caseload management. The Sonoma County Sheriff's Office and the Probation Department jointly selected BI Incorporated as the supplier of electronic monitoring services for adult offenders, following a Request for Proposal issued in October 2016. The Board authorized execution of the services agreement for adult offenders in March 2017.

Discussion:

Background

The Welfare and Institutions Codes 628.1 and 636(b) allow for a juvenile probationer youth to be released to home supervision under electronic monitoring, if detention is seen as not necessary for the safety of the youth or the public. Almost all youth on electronic monitoring will wear a passive Global Positioning System device. The Global Positioning System device allows the department to track the youths' movements as they go to school, work and home. Electronic monitoring is a less costly alternative to detention of juveniles, provides oversight of youth prior to adjudication, and assists

probation officers with caseload management. In rare cases, youth live in an area where Global Positioning System is not available, and Probation would use a radio frequency device for electronic monitoring. The radio frequency device transmits a signal to a receiver if the youth moves "out of range" (a predetermined distance from the phone), and the system generates an alert that notifies the Department that the youth has left his/her home. In January-December 2016, a total of 592 devices of all types were installed for juvenile electronic monitoring.

In October 2016 the Sonoma County Sheriff's Office and the Probation Department jointly issued a Request for Proposal for electronic monitoring services for adult offenders. Three firms submitted proposals: BI Incorporated, based in Colorado, Leaders in Community Alternatives Incorporated, based in California, and Secure Continuous Remote Alcohol Monitoring Systems of California, based in California. The RFP evaluation committee consisted of three members from Probation and two members from the Sheriff's Office. The Request for Proposal committee evaluated the proposals based on the following criteria: qualifications and experience, proposed program approach, equipment, software, and pricing. The committee selected BI Incorporated as the most qualified supplier of these services primarily because it offers multiple equipment options, including accessible, state-of-the-art technology, such as radio frequency, alcohol monitoring, and Global Positioning System devices that benefit County staff and offenders participating in the monitoring programs. Pricing among the three vendors was competitive. None of the vendors are local to Sonoma County. In March 2017, the Board authorized execution of a services agreement with BI Incorporated for adult offenders. Probation requires a separate agreement with BI Incorporated for Juvenile Probation, due to differences in the fee structure and monitoring services. For youth, the County pays for monitoring services, whereas for adults those services are paid by the offender or by the County. In addition, Probation staff interact with youth, while BI staff contact some adult offenders.

The Probation Department has used BI Incorporated as its supplier of electronic monitoring equipment and services for the Juvenile Probation Division since 2014, when the company was selected after a Request for Proposal Process. Probation staff have been satisfied with the quality of equipment, service and support that BI Incorporated has provided. BI Incorporated has over 35 years of experience in the electronic monitoring industry. The Probation Department is selecting BI Incorporated as the electronic monitoring equipment supplier for Juvenile Probation, based upon the results of the October 2016 Request for Proposal process. BI also has agreed to honor the same pricing and terms from the 2014 contract between BI and County for juvenile electronic monitoring services.

The equipment utilized most frequently by the Department through the current contract with BI are a passive Global Positioning System unit (daily rental rate \$3.85) and an alcohol monitoring device (\$7.00 daily rental rate), both of which are devices worn on the ankle. Probation expects to increase use of another device (\$7.15 daily rental rate) for alcohol testing that is used in the home and is not worn on the ankle.

Global Positioning System units provide for more refined monitoring of youth in the community, which enable officers to be more flexible, and enable youth to participate in cognitive and therapeutic programming and pro-social activities in his/her community. Rather than simply alerting the Department when a youth has gone away from one prescribed location, Global Positioning System units allow officers to determine a route that a youth has followed from school to work to home and receive alerts

when the youth has deviated from the route or spent more time that necessary in moving from one location to the next.

The proposed contract is for a term of three years with an option to extend the contract for two (2) additional one-year periods. Contract approval is requested retroactive to April 15, 2017, when the 2014 contract and extensions expired. Due to a delay in administrative processes, the contract was not finalized and ready for execution at the date of expiration. Services were not impacted by this minimal gap between agreements. The contract is based on a fee for service model; hence there is no maximum on the contract. In FY 15-16 contract expenditures were approximately \$72,000 and are expected to be slightly higher in the current fiscal year and next, with the implementation of a consistent and comprehensive approach when addressing certain probation violations through the use of a standard juvenile response grid. Attachment 1 shows the daily fee for each type of service/equipment.

Prior Board Actions:

03/21/2017 Executed contract between Sheriff's Office and Probation and BI Incorporated for electronic monitoring of adult offenders.

04/08/2014 Executed contract between Probation and BI Incorporated for electronic monitoring of juvenile offenders.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The agreement with BI proposed in this item support the Probation Department in its continued effort to provide services that contribute to the safety and health of the community.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$87,000	\$100,000	\$100,000
Additional Appropriation Requested			
Total Expenditures	\$87,000	\$100,000	\$100,000
Funding Sources			
General Fund/WA GF	\$87,000	\$100,000	\$100,000
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$87,000	\$100,000	\$100,000
Narrative Explanation of Fiscal Impacts:			
Funding for juvenile electronic monitoring is included in the Probation Department's FY 16-17 adopted budget and FY 17-18 recommended budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Fee Schedule Attachment 2: Professional Services Agreement between BI Incorporated and County of Sonoma for electronic monitoring of juvenile probationers			
Related Items "On File" with the Clerk of the Board:			

**BI, INC.
FEE SCHEDULE**

EQUIPMENT TYPE	DAILY RENTAL RATE	SPARE UNIT RATE	LOST/DAMAGED*
HomeGuard 200	\$2.21	\$1.31	Unlimited
HomeGuard 206	\$4.00	\$3.10	Unlimited
SL2	\$7.15	\$3.70	Unlimited
TAD	\$7.00	\$4.80	Unlimited
TAD + RF	\$7.25	\$4.80	Unlimited
TAD + Cell HomeBase	\$7.00 + \$1.52	\$4.80	Unlimited
TAD + RF + Cell HomeBase	\$7.25 + \$1.52	\$4.80	Unlimited
ETOne PASSIVE GPS	\$3.85	\$2.40	Unlimited
ETOne ACTIVEGPS	\$4.40	\$2.40	Unlimited

30% No-charge Spares: Each month, county is entitled to keep a quantity of units as spares which are equal to 30% of that month's corresponding average number of actively used units per day, in its possession at no charge (i.e., these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 30% No-charge Spares allowance will be calculated by multiplying 30% by the number of active days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive days that exceed this allowance will incur a spare unit charge per inactive day at the rates defined above. (An inactive day is defined as one Unit that is inactive for one day.)

***Lost/Damaged:** Consultant will replace an unlimited number of lost or damaged units, at no charge to county.

**Standard Professional Services Agreement (“PSA”)
Revision I – March 2017**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of April 15, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and BI Incorporated (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified ; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of the Consultant for the provision of electronic monitoring equipment and services for juvenile probationers.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the following services within the times or by the dates provided below and pursuant to Article 7, Prosecution of Work:

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally

accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel. Consultant warrants that it currently has no employees, subcontractors, consultants, or other agents that will perform services as part of this Agreement. All provisions of the Agreement shall apply to any employee, subcontractor, consultant, or other agent that is engaged in services related to this Agreement subsequent to the Effective Date of this Agreement. Consultant hereto shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the County, and no such transfer shall be of any force or effect whatsoever unless County shall have so consented.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

d. All persons assigned to perform services under this Agreement on behalf of Consultant are subject to background investigations performed by or under the direction of the Probation Department.

e. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

f. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of valid licensure from the State of California.

g. All persons assigned to perform services under this Agreement on behalf of Consultant shall submit certification of appropriate training to deliver proprietary programming.

h. All direct service personnel must be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in "Exhibit B", incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the clients served under this Agreement.

1.5 Access to Probation Department Facilities. Consultant shall be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit C. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from April 15, 2017 to April 15, 2020 unless terminated earlier in accordance with the provisions of Article 4 below. The County has the option to renew this Agreement beyond its initial three-year term for two additional one-year periods, until April 15, 2022.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy

by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Consultant and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Consultant and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives notice to the Probation Department of such court order or subpoena prior to compliance.

10. Representations of Consultant.

10.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

10.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the

General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

10.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

10.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

10.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

10.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected

category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

10.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

10.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

10.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is

adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Attention: Probation Administration Sonoma County Probation Department 600 Administration Dr., #104J Santa Rosa, California 95403 Phone: (707) 565-8077
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TO: CONSULTANT:	BI Incorporated – Corporate Office Divisional Assistant Controller 6265 Gunbarrel Ave., Suite B Boulder, CO 80301
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Tambra Curtis, Deputy County Counsel

Date: _____

EXHIBIT A**SCOPE OF SERVICES****EQUIPMENT AND SERVICE DESCRIPTION***Equipment*

- *The BI HomeGuard®200 & 206 radio-frequency electronic monitoring system.* BI HomeGuard consists of a landline or cellular receiver, placed in the participant's home, and a transmitter worn by the participant on a constant basis. The transmitter continuously emits radio frequency signals that are detected by the receiver, which is equipped with adjustable range settings. The receiver detects the participant's presence in or absence from the home by these signals, and contacts the central monitoring computer whenever the participant enters or leaves the home.
- *The BI TAD™.* BI TAD provides continuous alcohol monitoring with radio frequency monitoring in one ankle-worn device, and can be used with telephone landline or cellular connections. TAD with radio frequency monitoring detects the absence or presence of a person at home at pre-determined times. BI TAD is compatible with the ExacuTrack One GPS system which monitors the participant's location in the community.
- *The BI SL2® Portable Breath Alcohol Testing Device.* BI SL2 is a handheld, discreet breath alcohol testing device carried by participants while in the community. The SL2 automatically takes a picture of the participant while performing a test, and automatically collects a GPS location point to detail participant activity. Participants can receive automated text messages from the SOBERLINK web portal as a reminder to perform a breath alcohol test. The new facial recognition technology will also be available.
- *The ExacuTrack™ One GPS tracking system.* The ExacuTrack One is a one-piece GPS tracking device that is secured around the participant's ankle and includes the ExacuTrack passive GPS system and the ExacuTrack AT active GPS system. These systems use the U.S. government's GPS satellite system to determine location information to within 30 feet.

Services

- *TotalAccess: Comprehensive Monitoring Software.* Provides access 24x7x365 to all monitoring equipment and radio-frequency, GPS and alcohol monitoring via any web-enabled computer, laptop or iPad.

- *Reports:* Provides pre-defined reports; monitoring reports about participant movement, alerts and events, and equipment status such as battery charge, inventory control, and statistical reports.
- *Ad-Hoc Reporting:* Customized reports created by authorized personnel to demonstrate any criteria.
- *Notifications:* Delivery, via email, text, or FAX to predetermined personnel, of any violation
- *Central Monitoring Operations; Systems redundancy and Data storage:* Technical support and storage through the length of the contract
- *Training:* Customized training for all personnel on equipment; regularly scheduled webinar trainings multiple times a week, and in-person and webinar follow-up trainings as requested.

EXHIBIT B

FINGERPRINTING PROCEDURE

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Consultant, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.
2. The individual will contact Probation HR Liaison at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
3. The individual will return the fingerprint form to the Probation Department following the appointment.
4. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify the individual of background results.

Agreement to Background Check

I, _____, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

(Witness Signature must be completed before this form is sent to Probation HR)

EXHIBIT C
FEE SCHEDULE

EQUIPMENT TYPE	DAILY RENTAL RATE	SPARE UNIT RATE	LOST/DAMAGED*
HomeGuard 200	\$2.21	\$1.31	Unlimited
HomeGuard 206	\$4.00	\$3.10	Unlimited
SL2	\$7.15	\$3.70	Unlimited
TAD	\$7.00	\$4.80	Unlimited
TAD + RF	\$7.25	\$4.80	Unlimited
TAD + Cell HomeBase	\$7.00 + \$1.52	\$4.80	Unlimited
TAD + RF + Cell HomeBase	\$7.25 + \$1.52	\$4.80	Unlimited
ETOne PASSIVE GPS	\$3.85	\$2.40	Unlimited
ETOne ACTIVE GPS	\$4.40	\$2.40	Unlimited

30% No-charge Spares: Each month, county is entitled to keep a quantity of units as spares which are equal to 30% of that month's corresponding average number of actively used units per day, in its possession at no charge (i.e., these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 30% No-charge Spares allowance will be calculated by multiplying 30% by the number of active days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive days that exceed this allowance will incur a spare unit charge per inactive day at the rates defined above. (An inactive day is defined as one Unit that is inactive for one day.)

***Lost/Damaged:** Consultant will replace an unlimited number of lost or damaged units, at no charge to county.

EXHIBIT D

INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any

- action involving the County.
- d.** County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
 - e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f.** The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
 - g.** The policy shall cover inter-insured suits between County and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h.** *Required Evidence of Insurance:*
 - i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii.** Certificate of Insurance.

Automobile Liability Insurance

- a.** Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b.** *Required Evidence of Insurance:*
 - i.** Copy of Auto Policy Declarations Page; or
 - ii.** Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- c.** Minimum Limit: \$1,000,000 per claim or per occurrence.
- d.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- e.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- f.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- g.** *Required Evidence of Insurance:* Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a.** The Certificate of Insurance must include the following reference: County of Sonoma, its Officers, Agents and Employees
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- a.** The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its Officers, Agents and Employees
600 Administration Drive, Suite 104J
Santa Rosa, CA 95403
- b.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- c.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- d.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 7
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Connie Newton, 565-8884

Supervisorial District(s):

Title: Agreement for Inmate Behavioral Healthcare Services

Recommended Actions:

Authorize the Chair to sign the Agreement for Inmate Behavioral Healthcare Services with California Forensic Medical Group, Inc., for the period of May 1, 2017, through June 30, 2022, for a first year contract amount of \$4,618,939, which will benefit the community by providing essential behavioral healthcare services to incarcerated adults.

Executive Summary:

The Sheriff is required to provide healthcare services to inmates under the California Code of Regulations, Title 15 and the State and Federal Constitutions. These services are also required to maintain compliance with the California Medical Association Institute for Medical Quality Standards for Health Services in Detention Facilities. Healthcare services include both medical and behavioral healthcare services (also referred to as mental healthcare services). As a result of a Request for Proposal process for the Sheriff's Inmate Behavioral Health Services, the Sheriff is recommending the County enter into a five year Agreement with California Forensic Medical Group, Inc. to provide these services.

Discussion:

Background

As part of operating an adult detention facility, California Code of Regulations, Title 15 requires the Sheriff to provide healthcare services to inmates. Historically, the Sheriff has provided healthcare services under two separate contracts, an Inmate Medical Services Agreement and an Inmate Behavioral Health Services Agreement. The Inmate Medical Agreement was last awarded in 2014 through a competitive process. California Forensic Medical Group, Inc. is the current contractor for inmate medical services. The County's Department of Health Services Behavioral Health Division has been providing the Sheriff's inmate behavioral health services since 1983. Behavioral healthcare services were gradually implemented based on response to inmate behavioral health needs. Over time, the services were expanded as the need and regulations increased.

Behavioral healthcare services include a variety of services that are incorporated into a comprehensive behavioral health program. The adult detention behavioral health program is made up of a number of components including: Title 15 inmate behavioral healthcare, suicide prevention, inmate programs, pre-release services, and restoration to competency services for qualifying inmates. Title 15 inmate behavioral healthcare services include clinical care provided by clinicians and psychiatric staff. Inmate programming services include both individual and group therapy. The comprehensive program also includes restoration to competency services for misdemeanor inmates. Restorative treatment is designed to restore to competency inmates who have been determined by the Court incompetent to stand trial. Treatment to restore to competency felony inmates is in the process of being added to the program. Restoration includes treatment and education services so that the inmate is able to participate in his/her own defense. Finally, services include pre-release services, or discharge planning. As an inmate is preparing to be released from custody, a liaison will help connect that inmate to services (healthcare, counseling, housing, employment services) in the community.

Request for Proposal Process

In line with the County's philosophy to ensure contracts are providing the highest quality services at a competitive price, the Sheriff's Office issued a Request for Proposals on November 22, 2016 for Inmate Behavioral Health Services. The Request for Proposal resulted in receipt of responsive proposals from three organizations: California Forensic Medical Group, Inc., with its main office in Monterey and local operation in Santa Rosa, California, County of Sonoma Department of Health Services (County), whose main office is in Santa Rosa, California and Liberty Healthcare Corporation, whose main office is located in Bala Cynwyd, Pennsylvania. A fourth organization, Ameriplan, submitted documents, but the documents did not address the requirements outlined in the Request for Proposal, therefore they were determined to be non-responsive. The Request for Proposal evaluation committee consisted of four Sheriff's staff, one member from the County Administrator's Office, and one manager from the County of Santa Barbara Sheriff's Office Detention Division.

There were two phases to the Request for Proposal evaluation process: a written evaluation and an interview with selected organizations. The evaluation of the written proposals included the following criteria: organizational information, project approach, staffing, costs, and administrative requirements outline in the request for proposals. The evaluation also included the County's requirement for living wage (applicable to non-profit organizations) and local preference points. Two organizations, the County and California Forensic Medical Group qualified for the County's local preference points. The scores from the written evaluation were used to select the top qualifying organizations to move to the second phase of evaluation. In this case, all three responsive organizations were selected for phase two. The second phase of the evaluation involved on-site presentations and interviews with the top three qualifying proposals. The presentation evaluation included demonstrations of sample case and discharge plans, staffing, budget, and references.

California Forensic Medical Group scored the highest in the committee's evaluation. While all three organizations demonstrated an ability to perform services, California Forensic Medical Group outscored the competitors for the following reasons: California Forensic Medical Group has been providing these services, specifically in multiple California custody institutions, since 1983, which gives them a long history of expertise and experience. California Forensic Medical Group was able to propose a staffing plan that offered the most staffing coverage and direct services to inmates compared to the other

proposals. Finally, California Forensic Medical Group's proposal was determined to be the most cost effective of the three proposals and will save the County more than \$250,000 annually over the other proposals. The majority of the costs under this Agreement are staffing costs. California Forensic Medical Group demonstrated that they pay their staff competitive wages for the area and also have a history of low staff turnover.

Proposed Agreement

Under the proposed Agreement, the contractor will provide all of the behavioral healthcare services currently being provided to inmates, and in addition, will implement a restoration to competency program for qualifying felons. The felony restoration to competency program is funded by the Department of State Hospitals through an Agreement titled Jail Based Competency Treatment Program, which was approved by the Board on February 7, 2017. The proposed Agreement enhances suicide prevention efforts, dedicates services to supplemental inmate programming, and includes discharge coordination services, to assist in providing an inmate's continuity of care when they are released into the community.

The proposed Agreement includes an initial five year term. The Sheriff is requesting additional authorization to execute up to three additional one year extensions after the initial term. Prior to the end of the five year term, a committee including members from Risk Management, Health and Behavioral Health Services, the County Administrator's Office, and the Sheriff's Office will convene to evaluate the economic environment and make recommendations for the negotiation of the terms of the first option period. Similarly, prior to the end of the first option period, the same committee will convene in preparation for negotiating subsequent optional periods.

The FY 17-18 cost of the proposed Agreement is \$4,618,939 and is included in the Sheriff's FY 17-18 Recommended Budget. The proposed Agreement includes three components: Inmate Behavioral Healthcare Services, 1370 misdemeanor restoration to competency services, and 1370 felony restoration to competency services. A portion of inmate behavioral healthcare services (\$484,784) and the entire 1370 misdemeanor program (\$455,680) are funded by the County's Community Corrections Partnership. The 1370 felony restoration program is funded by the State of California Department of State Hospitals (1,527,343). The proposed Agreement allows for annual increases for the second year through the fifth year of the initial term, to be based on the Consumer Price Index rate increase. The rate increase for the three optional years, should both parties choose to exercise the option, will be based on the same criteria with the understanding that the parties will meet in good faith to determine whether the required compensation should increase by an additional amount based on an increase in the prevailing wages for clinicians in the local area. The Contractor will comply with the County's Living Wage Ordinance.

Behavioral Health Staff

The Behavioral Health staff currently providing services in the Sheriff's detention facilities will transition to filling vacancies in other Behavioral Health areas. These vacancies exist for a variety of reasons. Several vacancies exist as a result of normal attrition. The normal attrition rate of Behavioral Health staff ranges between 10-15% due to normal staff turnover. In addition, some positions have been held vacant through July 1, 2017 for FY 16-17 planned salary savings. These vacancies are assumed to be filled in the FY 17-18 budget and are available for the transitioning staff. Finally, as vacancies became available

during the end of the RFP process, Behavioral Health strategically held off on filling certain positions, to prepare for the potential transition. The Behavioral Health Division's proposed FY 17-18 budget is balanced. One of the strategies to accomplish this, was that Behavioral Health developed a planned salary savings plan for FY 17-18. This plan identifies vacancies that Behavioral Health will not fill in FY 17-18. The vacancies identified as part of this plan are not positions that former Detention Behavioral Health staff will transition into. Funding for these positions exists and planned salary savings will be achieved by not filling other budgeted vacant allocations. To mitigate any potential impacts on the services being provide, Behavioral Health will use extra help and overtime until the staff transition into vacant positions. The County has met with the affected unions to discuss the transition.

The Sheriff is requesting the Board's authorize the Chair to execute the proposed agreement for Inmate Behavioral Healthcare Services. This service benefits the community by providing essential behavioral healthcare services to incarcerated adults.

Prior Board Actions:

Since approximately 1983, the Board has approved Sheriff's Inmate Behavioral Healthcare Service expenditures through the annual adoption of the Sheriff's Office Budget.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The provision of inmate behavioral healthcare services ensures inmates are receiving essential behavioral healthcare services as required by law while they are in custody and overall results in more community members receiving behavioral healthcare services, all of which has been shown to reduce recidivism.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		4,618,939	4,780,602
Additional Appropriation Requested			
Total Expenditures		4,618,939	4,780,602
Funding Sources			
General Fund/WA GF		2,151,132	2,226,422
State/Federal		2,467,807	2,554,180
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		4,618,939	4,780,602
Narrative Explanation of Fiscal Impacts:			
<p>The cost of the proposed Agreement is included in the Sheriff's FY 17-18 Recommended Budget. The proposed Agreement includes three programs: Inmate Behavioral Healthcare Services, 1370 misdemeanor restoration to competency services, and 1370 felony restoration to competency services. A portion of inmate behavioral healthcare services (\$484,784) and the entire 1370 misdemeanor restoration (\$455,680) are funded by the County's Community Corrections Partnership. The 1370 felony restoration funded by the State of California Department of State Hospitals (1,527,343).</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement for Inmate Behavioral Healthcare Services			
Related Items "On File" with the Clerk of the Board:			

AGREEMENT FOR INMATE BEHAVIORAL HEALTHCARE SERVICES '

This agreement ("Agreement"), dated as of _____, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and California Forensic Medical Group, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified, licensed, experienced in the preparation of the provision of inmate behavioral health services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for inmate behavioral health services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services.

Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.1.1 1370 Felony Restoration to Competency Program.

All services provided for the 1370 Felony Restoration to Competency Program shall be provided in accordance with the County's Agreement with the State of California Department of State Hospitals. Such Agreement is attached hereto and incorporated herein by this reference as Exhibit B, (herein after "1370 Felony Program"). If for any reason the 1370 Felony Program Agreement is terminated or discontinued, County shall have the right to terminate Contractor's 1370 Felony Program services accordingly. County agrees to provide Contractor as much advance notice as possible related to potential discontinuation of the 1370 Felony Program.

1.2 Cooperation With County.

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard.

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in

Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. Contractor's personnel performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, who shall be authorized for training by the Contractor. Such personnel shall practice medicine in accordance with accepted standards of practice of medical providers of good standing in the community. Contractor shall also comply with the following personnel requirements:
 - (i) Contractor shall furnish copies of licenses and/or records of certification for all medical personnel to the Program Manager, who must at all times have them available for examination.
- e. All Contractor employees are required to wear County issued identification badges, which will be issued by the County. The Sheriff reserves the right to deny and/or

rescind facility access privileges to any Contractor employee who does not meet established security clearance criteria or who does not comply with established facility policy, rules, and/or regulations.

- (i) The Contractor's employees must attend orientation and training classes conducted by the County which have been deemed necessary for increasing awareness of safety, security, and operational issues in the facilities, paid at contractor's expense.

- f. Contractor shall be responsible for time and attendance accountability of its personnel and provide appropriate records to the County upon reasonable demand.

1.5 Policy Compliance.

County will require the successful contractor to comply with all policies of the Sheriff's Office facilities that may relate to the provision of inmate behavioral health services.

1.6 Background Investigation.

Upon signing this Agreement, Contractor shall provide a list of all persons who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. Such persons shall also submit a consent and waiver form permitting County to obtain personal employment/ professional qualification information from third parties, and releasing such third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from the Sheriff's Office. The Sheriff shall have the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be an unacceptable safety or security risk shall not be given access to facilities.

1.7 Unusual Occurrences.

Contractor shall continue to provide medical services to inmates and staff in accordance with this Agreement in the event of unusual or catastrophic occurrences, such as concerted labor actions including strikes, riots, fires, extended power failures or equipment breakdowns, natural disasters and the like which result in the disruption of normal medical service operations; provided however, that Contractor will not be deemed in breach of this Agreement if performance hereunder is made impossible by such occurrences. In the event and to the extent that the Contractor suffers major financial losses due to such emergency circumstances, the County may, in its discretion negotiate equitable compensation.

2. Compliance with Standards of the California Medical Association.

Contractor will provide health care services which meet California Medical Association Institute for Medical Quality accreditation standards for health services in local detention facilities, and will also comply with all applicable laws, codes, and regulations relating to medical and dental services in local detention facilities in the State of California. County will continue to provide mental health services that meet California Medical Association Institute for Medical Quality accreditation standards and California codes and regulations. Contractor shall maintain accreditation from the California Medical Association - Institute for Medical Quality

Contractor shall work with the County Health Officer who, under Section 1208 of the Penal Code, shall investigate health and sanitary conditions in every county jail.

Contractor shall work with the Sonoma County Public Health Department concerning communicable disease screening, continuing medical surveillance, case management, reporting, and inmate referral in the community.

3. Research.

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

4. Public Information.

Neither the Contractor nor the County shall publish any findings based on data obtained from the operation of any contract that may be negotiated without the prior written consent of the other party whose written consent shall not be unreasonably withheld.

5. Security of Inmate Files.

Inmate files and automated records are of a confidential nature. The Contractor's employees shall be allowed access to these records and files only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office. The Contractor shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data.

6. Audits and Evaluations.

The County retains the right to audit all of the Contractor's records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with CMA standards, CCR Title 15 guidelines, and other policy/procedure requirements. The Contractor must provide written response to any findings or inquiries resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. The Contractor must cooperate fully with any and all audit and inspection activities initiated by the County.

7. Responsibility.

The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract including but not limited to the following:

7.1. Female Inmates Rights Plan.

Contractor is required to meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).

7.2. Inmates with Disabilities, Mental Health Issues, and Gender Matters.

Contractor shall comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates

7.3. Prison Rape Elimination.

Contractor shall adopt and comply with the Prison Rape Elimination Act (“PREA”) standards, and make information available to SCSO, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. Contractor will make available to SCSO Contract Monitor, the auditor’s final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to SCSO by furnishing a copy of its PREA policy to SCSO Contract Monitor Contractor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to SCSO within the statutorily set time frame.

8. Payment.

8.1 Monthly Payments. For all services and incidental costs required hereunder, County shall pay Contractor the sum of \$4,618,944 (four million six hundred eighteen thousand nine hundred and forty four dollars) for the first contract year, payable in equal monthly installments of \$384,912 (three hundred ninety thousand seventy eight dollars), in accordance with Exhibit C, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit C includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged. Unless otherwise noted in this Agreement, payments shall be made within the normal course of

County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

8.2 Annual Increase. The County shall increase monthly payments for the second through fifth year of the contract, effective July 1, by the inflationary rate equal to the Consumer Price Index – All Urban Consumers, Medical Care Component, for the West Urban Region, calculated from April to April of the previous year.

8.3 Additional Services. The County may, at its option, request Contractor to provide additional staffing, programs, and/or services. County shall reimburse Contractor for costs related to such additional services. Such requests shall be agreed to by both parties in writing.

8.4 Revenue and Taxation Code Section 18662

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

9. Term of Agreement.

The term of this Agreement shall be from May 1, 2017 to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 4 below. Development of the 1370 Felony Program shall begin upon execution of this Agreement, and Contractor may implement such Program prior to July 1, 2017. All other services shall commence on July 1, 2017. Upon mutual written agreement, the parties may extend the contract by one year at a time for up to three extensions.

10. Termination.

10.1 Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right in its sole discretion to terminate this Agreement by giving 5 days written notice to Contractor.

10.2 Termination for Cause.

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County shall notify contract and allow 30 days to cure. Following that 30 days, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

10.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

10.4 Payment Upon Termination.

Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

10.5 Authority to Terminate.

The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

11. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities,

disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

12. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference. In the event Contractor maintains this level of coverage under the County's Inmate Medical Services Agreement, such coverage may be applied to this Agreement.

13. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

14. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of

restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

15. Representations of Contractor.

15.1 Standard of Care.

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

15.2 Status of Contractor.

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

15.3 No Suspension or Debarment.

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

15.4 Taxes.

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

15.5 Records Maintenance.

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

15.6 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

15.7 Statutory Compliance/Living Wage Ordinance.

Contractor agrees to comply, and to ensure compliance by its sub-Contractors or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

15.8 Nondiscrimination.

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

15.9 AIDS Discrimination.

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

15.10 Assignment of Rights.

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

15.11 Ownership and Disclosure of Work Product.

All reports, accounting records, inmate medical files, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, hardcopy or electronic, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of the Sheriff. The Sheriff shall be entitled to immediate possession of such documents, whether in draft or final form, upon request. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to the Sheriff all such documents, which have not already been provided to the Sheriff in such form or format, as the Sheriff deems appropriate. Such documents shall be and will remain the property of the Sheriff without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of the Sheriff.

15.12 Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

16. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with

respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

17. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

18. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Sheriff's Office
Detention Administration
2777 Ventura Ave.
Santa Rosa, CA 95403
707-565-1442

TO: CONTRACTOR:

California Forensic Medical Group, Inc.
2511 Garden Road, Suite A160
Monterey, CA 93940
(831) 641-3292

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

19. Miscellaneous Provisions.

19.1 No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

19.2 Construction.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

19.3 Consent.

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

19.4 No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

19.5 Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

19.6 Captions.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

19.7 Merger.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be

effective unless and until such modification is evidenced by a writing signed by both parties.

19.8. Survival of Terms.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19.9 Time of Essence.

Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

California Forensic Medical Group, Inc.

County of Sonoma

By: _____

Raymond Herr, M.D.

President

Date: _____

By: _____

Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Steve Freitas, Sheriff- Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

Deputy County Counsel

Date: _____

CERTIFICATE OF INSURANCE ON
FILE:

BY: _____



Section II: Project Approach (Attachment B. page 3)

1. Responders should provide a complete description of how each of the services described in Section 2 of this RFP, "Statement of Requirements" will be provided. Please include full descriptions, details, and methodology when requested. Response should reflect your organization's experience and expertise in each of these areas.
2. List, by sub-section number, the requirements the organization is unable and/or unwilling to meet.

Please refer to 2.0, "**Statement of Requirements**" directly after 1.2, "Desired Goals/Objectives/Outcomes," below.

1.2. Desired Goals/Objectives/Outcomes (RFP pages 4 & 5)

- 1.2.1. To identify a service provider with an administrative management structure that supports the provision of effective, efficient, cost effective, and quality behavioral health services to the inmate population housed in Sonoma County adult detention facilities.

Confirmed. CFMG has been providing professional and quality comprehensive inmate healthcare services since October of 1983. During that time, we have built an organization focused 100% on providing comprehensive medical, mental and ancillary healthcare services exclusively to county detention facilities, including Sonoma County. Our healthcare delivery systems are efficient, responsive and operated by highly seasoned Program Managers and Regional Directors well-versed in correctional health and behavioral healthcare. No other private provider of correctional healthcare in California has personnel with our level of experience overseeing operations and behavioral health. Our partnerships are built based on stability, commitment and mutually shared goals of quality care.

CFMG has worked side-by-side with Sonoma County since 2000. Through the years, we have come to understand Sonoma County's healthcare program intimately and are happy to have this opportunity to provide behavioral health services. We will continue to serve Sonoma County with open, honest communication, responsiveness, and a firm commitment to **Always Do the Right Thing!** CFMG strongly believes that having all program components (medical, dental and behavioral health) will result in increased operational and cost efficiency, better organization and an enhanced level of service. Because we also provide comprehensive medical services to Sonoma County, our behavioral health services staff will coordinate care with our medical staff under the general administrative oversight of our Program Manager, Deb Kolman. Deb and her team know the detention facilities' administration and staff, which will facilitate a smooth transition and more streamlined, efficient services. We plan to establish a fully-integrated medical-



Proposal to Provide Sonoma County Inmate Behavioral Health Services

behavioral health program focused on providing quality care for your inmates. Our goal is to effectively and efficiently implement all program components, to build a stable team with little-to-no turnover, and to establish programs that are sustainable and produce results.

Implementing the level of programming required by the RFP takes a special partnership with the Sheriff's Office, the Community, and the County. This requires significant commitment and time, with extensive meetings and discussions with all key stakeholders to gain support, trust and cooperation. CFMG's longstanding partnership with Sonoma County is based on trust, mutual respect and stability, which we hope to extend to behavioral health.

CFMG values our partnership with Sonoma too much to provide anything but the best, and we will not let you down.

1.2.2. To identify a service provider that demonstrates a comprehensive understanding of the issues surrounding inmate behavioral health and the impacts to detention operations, both locally and statewide, and how the impacts transfer to the community.

Confirmed. What sets CFMG apart from our competitors is our strong **focus and attention** to Correctional Behavioral Health Services. We not only aim to produce the best clinical outcomes, we strive to establish a foundation of care with all parties involved. When we arrive at a facility, we engage with all stakeholders including, but not limited to: community behavioral health, community-based agencies, the courts, probation departments, and other entities involved in the care of your inmate population. Our collective sensitivity to the welfare of our inmates, employees, clients, and community stakeholders is the reason for our overall success in contracting and maintaining long-term partnerships. While our behavioral health programs have been commended by our customers, meeting and exceeding virtually all evaluation standards, it's important that potential customers know what motivates us and why we excel above our competitors. In the end, four reasons stand out:

1. Delivery of Program Services by Experts with the Most Experience

For over 33 years, CFMG's behavioral health leadership team has demonstrated continuous success in providing behavioral health services to inmates inside and outside of the facility. CFMG's behavioral health leadership team possesses unparalleled expertise in developing and implementing correctional behavioral healthcare programs and systems designed specifically to meet the needs of County jail populations. Our team intimately understands jail systems: the attention and focus that it takes to ensure that programs run smoothly; the organized and streamlined processes that lead to consistency; the care in staff training that leads to quality; and the collective collaboration of stakeholders that lead to program success and sustainability. CFMG's behavioral health programs excel because of our



Proposal to Provide Sonoma County Inmate Behavioral Health Services

leadership team's ability to attend to issues and detail, provide a direct, hands-on approach to management, and apply valuable lessons learned over the years.

Our behavioral health leadership team is comprised of professionals who have in-depth correctional experience and are forensically trained with expertise in development, implementation, and monitoring of behavioral health programs in jail settings.

Taylor Fithian, M.D. | Chief of Behavioral Health Services: Taylor Fithian, M.D., one of our founders, is Board certified in Psychiatry and Board eligible in Emergency Medicine. He has over 33 years of correctional and forensic experience in jails, providing psychiatric management and direct care to over 13,000 inmates. Presently, Dr. Fithian continues to oversee CFMG's Behavioral Health and Psychiatric Divisions, driving direction and quality of our programs. Dr. Fithian still sees patients on a regular basis and is actively involved in our County partners' programs.

John Eby | Regional Director, Mental Health Services: John brings over 25 years of behavioral health experience, specializing in all aspects of emergency behavioral health care, as well as twelve years in the field as a Correctional Mental Health Professional. In John's capacity, he will provide management, oversight and direct clinical consultation to the Sonoma County behavioral health program and to all clinicians. John is a dedicated, hands-on manager whose function ultimately is to work closely with Facility Administration, the Program Manager, and on-site behavioral health staff to assist with ensuring success for our behavioral health programs. John will start-up, manage and monitor Sonoma County's behavioral health and behavioral health programs including: Monitoring progress and provision of quality assurance checks for behavioral health operations, group programming, training for all health, behavioral health and security staff, and collaboration with community partners and other stakeholders.

J. Holden, Ph.D. | CFMG Behavioral Health Clinical Consultant Team Member: Dr. Holden is a California licensed psychologist. He is a published researcher, Diplomate of the American College of Forensic Examiners, Diplomate of the American Psychotherapy Association, and Board Certified Behavior Analyst. Dr. Holden has 46 years of experience as a Mental Health Professional, 21 years of performing forensic evaluations, and 7 years of developing and administering community- and jail-based competency training programs for both Intellectually/Developmentally Disabled (IDD) and Seriously Mentally Ill (SMI) criminal defendants. Dr. Holden studied competency training and was trained and supervised by Chris White, the developer of the first competency training curriculum for IDD defendants at California's Porterville Developmental Center. Dr. Holden is the developer of "The Mendocino Method" of jail-based competency training which has been implemented in community settings since 2009 and at the Mendocino County jail since early 2014. In its first two years the jail-based program for SMI misdemeanor defendants achieved an 83% competency restoration rate for participants, with an average restoration time of 42 days from referral to report. With the first 25 participants, the program



saved taxpayers over \$2 million and saved SMI defendants over 5000 days of locked confinement due to lack of trial competency. Dr. Holden has made invited presentations of "The Mendocino Method" to the National Association of Dually Diagnosed, and to the Criminal Justice Committee and the Small Counties Strategic Planning Committee of the California Behavioral Health Directors Association. He is scheduled to make an invited presentation at the annual conference of the Forensic Mental Health Association of California in March of 2017.

Elizabeth Falcon, Psy.D. | CFMG Behavioral Health Clinical Consultant Team

Member: Elizabeth Falcon, Psy.D., is a Forensic and Correctional Psychologist specializing in correctional mental health and behavioral healthcare in jails. She has over 16 years of correctional mental health and behavioral healthcare experience in both the clinical and administrative sectors, and has developed, implemented and managed jail mental health programs in over 24 states totaling over 200 facilities. Dr. Falcon specializes in an array of correctional mental health areas including: Suicidology, Suicide Prevention Policy and Program Development, Evidence-Based Programming for Severely Mentally-Ill inmates, Segregated Inmates, Restoration of Competency Programs, Sexually Violent Predators, Substance Abuse, Inpatient/Outpatient, and Community Reintegration Programs. Dr. Falcon has led behavioral health program strategy, direction and development for many jail facilities nationwide. She has also developed policies and procedures for mental health programs based on standards from the National Commission on Correctional Healthcare (NCCCHC), American Correctional Association (ACA), Title 15 and Institute for Medical Quality (IMQ).

2. Attention to Detail, Responsiveness, and Hands-on Approach to Program Management

CFMG applies a proactive approach to behavioral health management, paying close attention to program details and specific issues as they arise. Beginning with start-up, CFMG's corporate and field behavioral health leaders provide intensive training to behavioral health staff to ensure program quality and maintenance. Throughout the contract, our behavioral health professionals provide on-site guidance on any behavioral health issues. When complex behavioral health situations arise, our behavioral health leaders are trained to identify early signs of behavioral health problems, understand the nuances associated with specific behaviors and anticipate solutions quickly to control or prevent situations before they escalate. Sonoma County will consistently have access to skilled behavioral health managers who are actively engaged in monitoring the performance of the program, and who are committed to handling any requests or concerns rapidly. From the field to the highest corporate level, our leaders are readily accessible. Any Sonoma County or community stakeholder will be able to easily reach CFMG's Director of Behavioral Health Services, Chief Psychiatric Officer, Chief Medical Officer, Chief Operating Officer, or Chief Executive Officer. CFMG strongly believes accessibility and responsiveness is vital in the success of our long-term partnerships and contracts.



3. Applying a True Multi-Disciplinary Approach to Behavioral Health

CFMG's Behavioral Health leadership believes that the highest level of behavioral healthcare can only be achieved through a multi-disciplinary team approach. Our Behavioral Health leadership promotes collaboration between community agencies and in-custody departments to ensure the interest of all parties are taken into consideration and addressed. Any service gaps, systemic problems and breakdowns are actively identified, coordinated and communicated between entities. Collectively, our team discusses concerns using an open door policy.

CFMG believes mutual respect, shared training, ongoing communication and cooperation lay the foundation for a solid treatment team. By promoting cross-disciplinary training, we enhance our understanding of facility dynamics, expand our perspective, build skills, and ultimately maximize resources that can be available to our clients (the inmates). CFMG believes that it is only through learning others' perspectives that we can facilitate interagency coordination, resulting in an organized, efficient and comprehensive range of behavioral health services, thus reducing the likelihood that clients will be neglected or fall through the cracks.

4. Outcome-driven, Evidence-based Best Practices

CFMG's behavioral health programs and staff training curricula are specifically designed to meet the needs of jail-based populations. Like other companies, CFMG follows jail accrediting standards in behavioral healthcare such as: Title 15, IMQ, the National Commission of Correctional Healthcare, the American Correctional Association, and the Joint Commission on the Accreditation of Healthcare Organizations. More importantly, our behavioral health policies, procedures, and processes are driven by proven outcomes, best-practice interventions and treatment strategies that are designed for and work in a jail setting, not a prison or community setting. Our foundational programs are structured with organized systems and streamlined processes from intake to referrals, crisis management to suicide prevention, and outpatient therapies and discharge planning. Our treatment curricula are evidence-based, well-researched and clinically effective, as demonstrated by the following outcomes:

- increased treatment compliance
- increased community employment
- decreased in-custody misconduct and infractions
- decreased drug use
- decreased re-arrests
- decreased overall recidivism rates for jail inmates

As an example of this, in October 2015, we began delivering MRT services to the Juvenile and Adult inmate populations at the Collin County Detention Facilities in Texas. As part of our evidence-based treatment process, outcome studies are conducted by an Independent Data Analyst. In October of 2016, we conducted our



first outcome study at the Collin County Juvenile Detention Facility (Please refer to to view this Outcome Study). Results from this study demonstrated the following outcomes:

- Reduction in use of drugs
- Reduction in negative behaviors, specifically sexual and criminal behaviors
- Increase in treatment compliance and/or program retention

An outcome study is due to be performed shortly at the Collin County Adult Detention Facility. During August 2016, CFMG also implemented MRT services at the Ventura County Jail and Pre-trial Detention Facilities. We are due to conduct our first outcome study on August 2017.

1.2.3. To identify a service provider willing to work with the County as a partner to develop long term programs to manage and treat this delicate inmate population and to contribute to the County's efforts to improve an inmate's successful re-entry into the community.

Confirmed. What has ultimately led to CFMG's success, and our primary distinction from other companies, is our commitment to reducing jail recidivism, and taking the time to the understand and earn the trust of our inmates, customers and community stakeholders. Our collective sensitivity to the welfare of our inmates, employees, clients, and community stakeholders is the reason for our overall success in contracting and maintaining long-term partnerships.

What differentiates CFMG from our competitors is that our processes and treatment approaches facilitate continuity of care and collaboration with Community Agencies. We use an evidence-based program (Moral Reconciliation Therapy - MRT) that is proven to work inside and outside of the jail, which not only facilitates continuity of care, but also enhances effectiveness and cost-efficiency of behavioral health services to the Sonoma County Sheriff's Office. Upon arrival, CFMG immediately engages with community agencies, invites them to participate in our MRT program, and trains them at our cost. CFMG believes in open communication and transparency with our community partners. CFMG even invites our community partners once per quarter to attend our QA meetings and will schedule as many meetings as we need to collaborate and address challenging issues.

Our first priority in any new site is to engage with all stakeholders: community behavioral health, community-based agencies, the courts, probation departments, and other entities involved in the care of the inmate population. We identify any service gaps, systemic problems and breakdowns, and coordinate and communicate solutions to all interested entities. We will develop a solid foundation, supported by specialized programming, collaboration with community agencies and continuity of care; and collaboration with the courts and probation.



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From our processes to our treatment practices, we focus on enhancing inmates' performance inside the facility with the end goal of recovery, stability and a successful "hand-off" into the community. CFMG is happy to partner with the County in developing long-term programs for the benefit of Sonoma County's inmate population. We are deeply committed to working with community partners to implement a "best practice" re-entry model for Sonoma County inmates, as we believe this is vital to our program's success.

1.2.4. To identify a service provider willing to become a collaborative partner to assist and support the SCSO's behavioral health, critical response, and suicide prevention training programs.

Confirmed. CFMG is passionate about Correctional Behavioral Health Training and Education. We have been collaborative partner with SCSO since 2000 as your medical provider and will continue as your partner to support your behavioral health, critical response and suicide prevention training programs.

Comprehensive training of all team members is integral to the success of CFMG's programs. We are committed to providing enhanced learning opportunities for our team members and to all our security counterparts.

CFMG will ensure that we provide all support needed to the SCSO to achieve your training goals.

CFMG can provide training for the following topics: Suicide Intervention/ Prevention, Interpersonal Relations, Communication Skills, Cultural Awareness, Therapeutic Seclusion, Therapeutic Restraints, Involuntary Medications, Behavior Management and Modification. CFMG is also happy to provide training for other topics that are requested. All medical, behavioral health and security staff will be trained on an annual basis in certain key aspects of suicide prevention and management of high risk inmates which will include:

- The identification of the warning signs and symptoms of impending suicidal behavior
- Understanding the demographic and cultural parameters of suicidal behavior, including incidence and variations in precipitating factors
- Responding to suicidal and depressed offenders
- Communication between correctional and health care personnel
- Referral procedures
- Housing observation and suicide watch level procedures
- Follow-up monitoring of offenders who attempt suicide
- Recognizing signs and actions required in potential emergency situations
- Administration of basic first-aid



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- Certification in Cardiopulmonary Resuscitation (CPR) in accordance with Industry Standards
- Methods of obtaining assistance
- Signs and symptoms of mental illness, violent behavior and acute substance intoxication and withdrawal
- Procedures for patient transfers to appropriate medical facilities or health care providers
- Latest techniques on suicide intervention

2. Statement of Requirements

A successful vendor shall be capable of providing the following minimum requirements. All services provided shall comply with applicable standards, as referenced in the Introduction of the RFP.

1. Comprehensive behavioral/mental health care services - Comprehensive behavioral/mental health care services for inmates housed at the MADF and NCDF facilities, including preventative services.

Confirmed. In provision of CFMG's proposed comprehensive behavioral health services for inmates housed in MADF and NCDF, we will follow all Title 15, IMQ, and Sonoma County established policies and procedures. CFMG has carefully reviewed the scope of services outlined in the RFP and we fully understand the County's expectations for behavioral health and Restoration of Competency services for the inmates in the Sonoma County Jail. CFMG will ensure all inmates have access to behavioral healthcare by providing the following foundational treatment or base program services:

- behavioral health intake assessments
- thorough behavioral health evaluations
- referral processes
- emergency and non-emergency behavioral health services
- medication prescribing, management and monitoring
- treatment plans
- discharge plans
- 1:1 supportive contact or individual therapy
- group therapy
- crisis management
- suicide intervention



- follow-up contacts or services
- regular assessments and contact with segregation inmates
- behavioral health training

CFMG's proposed staffing plan and a thorough description of these services is provided further in this proposal.

CFMG's Behavioral Health Leadership team understands the importance of a sound, well-operated behavioral health program. However, we also understand that unless we address the root cause of why certain inmates repeatedly return to jail, and break the patterns of rearrest, the impact of a well-run program can only go so far. The program may only serve as a "band-aid" for a deeper more enduring problem. To address the critical issues of re-arrest and recidivism, CFMG has adopted Moral Reconciliation Therapy, an evidence-based Cognitive Behavioral group therapy intervention specifically designed to target inmate criminal thinking and decision-making.

The use of Moral Reconciliation Therapy (MRT) for intensive treatment in jail settings is one of the most effective interventions for the inmate population. MRT has been shown to reduce recidivism in more than 130 outcome studies, and for some by even 30% to 50% for up to 20 years after release. The 25 years of accumulated data on MRT consistently show significant benefits from the use of the method in reducing the number of rearrests, infractions, misconduct, drug usage, violations, increasing compliance to treatment, employment rates, and promoting stable living conditions. In conjunction with the provision of our base foundational behavioral health services and the ROC program, CFMG is dedicated to enhancing therapeutic programming to the Sonoma County's behavioral health inmates by utilizing MRT as a primary form of therapeutic intervention. Please see section 1.8 Programming for a full description of CFMG's MRT services.

1.1. Intake Assessments - Intake BHS assessments shall be performed for designated inmates by a licensed Psychiatrist, Non-Physician Practitioner, or Mental Health Clinician at the time of booking. Contractor shall describe its intake pre-screening procedure for mental health issues, referrals, and appropriate mental health medication (including prescription, dosage, and frequency).

Assessments

For all new inmates, behavioral health screenings will be conducted face to face by qualified and trained Behavioral Health Clinician utilizing standardized tools that include, risk assessments and suicide screenings. As part of the intake health screening all new inmates will be observed and queried for signs or presence and history of mental illness, including inquiries into:

- history of:



- psychiatric hospitalization and outpatient treatment
- suicidal behavior
- violent behavior
- victimization
- special education placement
- cerebral trauma or seizures
- sex offenses or sexual abuse
- the current status of:
 - psychotropic medications
 - suicidal ideation
 - drug or alcohol use
 - orientation to person, place, and time
 - emotional response or adjustment to incarceration
 - screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability)

Referral

Once an inmate is flagged or identified as having behavioral health issues, immediate treatment recommendations are initiated. The inmate is triaged to appropriate housing, and referred to behavioral health for further evaluation and Psychiatric workup. CFMG prioritizes all referrals according to urgency utilizing the following criteria and timeframes:

Emergent/Urgent: Inmates exhibiting suicidal behavior, acute psychosis, emotional distress, or any behaviors indicative of acute mental illness are considered urgent and are seen ASAP or within 4 hours of referral. This includes inmates well known to the facility as chronically mentally- ill.

Priority: Inmates exhibiting unusual behavior but relatively stable, reporting a behavioral health history, or have requested to address specific concerns are considered a priority and are seen within 24-48 hours of referral.

Routine: All other non-emergency referrals (including inmates with developmental disabilities who are otherwise stable) are considered routine and are seen within 48-72 hours.

Psychiatric Referrals. Any inmate identified during the initial screening process with verified medications specifically requesting to see a Psychiatrist, or is referred by a Mental Health Professional or Nursing staff, will be seen by a Psychiatrist or Psychiatric Nurse Practitioner (NP) or Physician Assistant (PA) based on the triaged level of need as described above. If the Psychiatrist or NP/PA is not on-site and an emergent case



arises, medications will be initiated via on-call procedures. The inmate will then be seen on the Psychiatrist's/Psychiatric NP/PA's next on-site clinic. Priority and routine referrals will be scheduled within 48-72 hours or the Psychiatrist's/Psychiatric NP/PA's next on-site clinic. The Psychiatrist or Psychiatric NP/PA will counsel inmates requiring psychotropic medications on potential risks and side effects. As well, "Consent for Medication" forms will be presented to the inmate for review and signature.

CFMG Medication Bridging or Continuity of Care Policy. Any new inmate prescription that is active and verifiable will automatically be continued per CFMG's Continuity of Care Policy. The medications will be continued until the inmate is seen by the Psychiatrist or NP/PA and a determination is made that an alternate form of treatment is warranted. All 1370/ IST inmates returning from the State Hospital are treated as urgent and medications are automatically continued per CFMG bridging protocol.

During the intake health screening process, inmates receive education and instructions on how to access behavioral health services through self-referral, the behavioral health sick call process or by contacting staff for any urgent issues. Security or healthcare staff may recommend behavioral health services for inmates at any time. CFMG's intake policies and procedures specifically address both the on-site and off-site treatment available for all inmates, as well as, procedures for coordinating and collaborating with Sonoma County Jail staff.

1.2. Health Appraisal – Describe process for completing health appraisals and indicate the qualifications of staff performing such appraisal.

CFMG will conduct behavioral health assessments or evaluations by qualified behavioral health staff, to include, LMFT, LCSW, Psychiatric Nurse Practitioner (NP) or Physician Assistant (PA), or a Psychiatrist. All behavioral health findings will be documented in the inmate's medical record in accordance with Title 15 and IMQ standards.

Evaluations

Behavioral Health Evaluations. CFMG's behavioral health evaluations are conducted by qualified, licensed Mental Health Professionals (LMFT, LCSW, LPC) in a structured interview format that includes completion of a mental status exam, brief psychological history, initiating procurement of treatment records, determination of diagnosis, mental stability, risk factors (including suicide and homicidal thoughts), development of treatment and discharge plan, and referral to the Psychiatrist or Psychiatric NP or PA. This process includes initiating contact with outside community providers and engaging in discussions on treatment options once the inmate is released. All mental health professionals receive orientation and training on CFMG Evaluation forms and documentation standards.

Psychiatric Evaluations. CFMG's psychiatric evaluations are conducted by qualified, licensed Psychiatrists or Psychiatric NP's or PA's in a structured interview format that



includes a comprehensive psychiatric history, social history, medical history, and mental status examination. Psychiatric evaluations are completed prior to initially prescribing psychotropic medications. Required laboratory tests are ordered as appropriate.

Psychiatric Follow-ups. A psychiatric follow-up is conducted at least once every two weeks upon initiation of any new psychotropic medication and for a period of four to six weeks thereafter, or as determined by CFMG. For inmates receiving anti-psychotic medications, an Abnormal Involuntary Movement Scale (AIMS) test is administered every six months. All Psychiatrists and Psychiatric NP/PA's receive orientation and training on CFMG evaluation forms and documentation standards. CFMG ensures that inmates are re-evaluated in 15-30 days by the Psychiatrist/NP/PA or sooner if the inmate becomes unstable. If stable, the inmate is evaluated every 90 days thereafter unless clinically determined that a follow-up is needed sooner. The Psychiatrist/NP/PA will refer the inmate to a mental health professional if individual or group therapy treatment is indicated.

Treatment Plans

CFMG's behavioral health staff will conduct a comprehensive behavioral health evaluation and formulate a treatment plan, for all inmates referred for behavioral health services. The treatment plan will follow CFMG format and will be completed within established timeframes. The treatment plan will include a specific course of therapy, roles of medical, behavioral health, and non-medical personnel in carrying out the therapy. Based on an assessment of the person's needs, it will be individualized with short and long-term goals and the methods by which the goals will be pursued. The treatment plan will be under the direction of the Psychiatrist, and the problem list, progress of the inmate, and effectiveness of the plan will be reevaluated periodically. As part of the treatment plan, behavioral health staff will monitor the inmate with follow-up visits to occur at least monthly or more often if the condition warrants. Any modification to a treatment plan will consider various aspects of:

- The inmate's current behavioral health status
- The inmate's psychotropic medication treatment plan; the inmate's medical treatment plan
- Information as provided by others including outside behavioral health providers, legal entities, and family members

1.3. Medication Management – Describe policy and practices to comply with minimum standards and best practices, along with a review of the formulary for identification of possible improvements to offset medication costs. This also includes periodic reviews of non-formulary process and costs, and a monthly review of the dispensing logs.



Because CFMG already provides full pharmacy services for non-behavioral health patients, we will simply extend our responsibility to cover all pharmaceuticals. **Please see, “Pharmaceuticals” for a full description of CFMG pharmacy services, including medication management.**

1.4. After-Hours, On-call Psychiatric Services - These services must be available and provided on-site for urgent and emergent issues within one (1) hour of notification. Facility administration is not opposed to considering telepsychiatry. Please describe how you will provide these services.

CFMG's Psychiatric staffing plan ensures that a Psychiatrist is available on-site 7 days a week during day shift. When not on-site, a Psychiatrist or Psychiatric NP/PA will always be available 24/7 via on-call to address crisis situations within one (1) hour of the call. CFMG's after-hours crisis intervention process for urgent and emergent issues ensures that all staff will have access to a behavioral health clinician in person and if needed, an on-call Psychiatric prescriber. CFMG's criteria for emergency on-call is as follows:

- An inmate is highly agitated, displaying signs of self-harm (suicidal behavior) or harming others (homicidal behavior).
- An inmate is displaying signs indicating moderate to severe depression which warrants immediate attention.
- An inmate is highly psychotic and displaying signs of severe disorganization and is unable to understand his/her immediate environment.
- An inmate is displaying unusual behavior at booking stemming from drug/ ETOH withdrawals, psychosis, severe depression, or severe agitation.
- An inmate is complaining of side-effects from his/ her medications.

Referrals to outside hospitals will be made for any inmate requiring more intensive care than what is available at the Jail. CFMG will follow established Sonoma County Jail policies for transfers to outside clinics or hospitals. We are also open to discussing use of telepsychiatry to address the facility's crisis intervention needs.

1.5. Sick Call - Inmates shall have access to essential health care services at all times. Describe staff performing sick-call response and hours of sick a call coverage to be provided. Please describe how you will provide these services.

Sick Call – Title 15: 3354. Health Care Responsibilities and Limitations, IMQ, NCCHC Standard J-E-07, ACA Standard 4-ALDF-4C-03

CFMG's medical and behavioral health care delivery system is driven by a strong sick call process that provides timely and frequent access to care. Similar to our medical process, CFMG will continue to maintain a timely formal sick call procedure to address all non-emergency behavioral health and psychiatric issues. Our sick call processes follow all applicable federal, state, and local guidelines, including



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standards from the National Commission on Correctional Healthcare (NCCHC). Sick call is operated five days a week and includes:

- daily triage and screening by a trained Registered Nurse; for behavioral health sick calls, daily triage and screening by a qualified Mental Health Professional;
- direct resolution of medical or behavioral health complaints, inquiries or time sensitive matters;
- documentation for scheduling and tracking;
- scheduling of appropriate sick call visits and follow ups

Our nurses will maintain a log of all sick call requests and record the following information at the time of triage (this process is similar for behavioral health but handled by a Mental Health Professional):

- inmate's name;
- requests are recorded into a sick call log;
- inmate's name;
- inmate's identification number;
- inmate's location;
- date of triage;
- description of problem; and
- disposition of request.

The inmate is then scheduled for a sick call appointment. CFMG team members make sure to explain the nature of the problem and treatment during each sick call visit.

We guarantee that all Sonoma County inmates will continue to have the opportunity to request healthcare services five days per week, and we enforce timely follow-up of care. We document all requests and review the requests for immediacy of need, required referrals or intervention. These are prioritized for the daily schedule. Our sick calls are monitored as part of our continuous quality improvement programs. All inmates, regardless of housing assignments, have access to regularly scheduled sick call. Ongoing training and internal monitoring of this process is a key to our success.

1.6. Mental Health Care Plans - Development and Implementation of Mental Health Care Plans. Please describe how you will provide these services.

Individualized Treatment or Mental Health Care Plans

A written individualized treatment plan will be developed by CFMG's Behavioral Health Staff in conjunction with a multidisciplinary treatment team. Mental Health Care Plans will be developed for inmates requiring close behavioral health



supervision and will include specifications on the particular course of therapy, the roles of medical, behavioral health, non-medical personnel in carrying out the therapy, discharge planning, housing, dietary, medication, observation and monitoring. The treatment plan is individualized and based on an assessment of the person's needs and short and long-term goals and the methods by which the goals will be pursued. It will provide a re-evaluation of the progress of the inmate, an update of the problem list, and the effectiveness of the documented treatment plan. The treatment plan is updated regularly at each inmate's review and staffing. The inmate's cooperation, motivation, progress, current mental status, and the inmate's ability to socialize are all considered in the development and renewal of the treatment plan. When clinically indicated the treatment plan may provide the inmate with access to a range of supportive and rehabilitative services (e.g. individual or group counseling and/or self-help groups) that the Behavioral Health Team deems appropriate. The plan and clinical review will be under the authority and direction of the Psychiatrist.

1.7. American Psychiatric Association (APA) - Discuss utilization of current APA classification and diagnostic tool. The County uses Diagnostic and Statistical Manual of Mental Disorders (DSM) IV. Indicate your ability to work collaboratively and in conjunction with community behavioral health partners to adjust procedures as necessary in response to revisions to this diagnostic tool.

CFMG will work collaboratively with any county or state agency to ensure the continuity of care for our patients, regardless of whether that agency utilizes the new DSM-V or the older DSM -IV. All MHPs will be trained by CFMG's Corporate Behavioral Health Team and will be well-versed in the DSM-V if the County wishes to transition to this diagnostic manual. CFMG's behavioral health team experts are trained and ready to apply DSM-V modifications to practice and are happy to train/guide staff and the County in this transition.

1.8. Programming – Describe individual and group behavioral health counseling and programming. Contractor will be expected to participate in existing inmate programs as well as assist in the development and delivery of new inmate behavioral health programs.

Confirmed. The CFMG Corporate Behavioral health team will develop behavioral health treatment programs, especially in support of those in Administrative Segregation and those with serious mental illnesses. The programs would include (if not already present), an Inmate Self-Help Library, a Peer Counseling Program and Community Resource Program (which assists inmates upon release from custody).

The CFMG Corporate Behavioral health team will also implement Individual and group treatment services which will address topics related to: behavioral health issues, substance abuse issues, relapse prevention, trauma and conflict, learning better affect regulation, anger management, challenging criminal thinking,



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aggression and misconduct. CFMG is well-versed in several evidence based group interventions and can train staff and implement an array of groups that could include: Inmate Socialization Programs, Moral Recognition Therapy (MRT) (utilizing strong cognitive/behavioral techniques), Dialectical Behavior Groups (DBT), Mindfulness Stress Reduction, Aggression Replacement Training (ART) (utilizing role-playing and mental imagery to assist in learning real life techniques to deal with anger and aggression.) These groups are well established with strong evidence-based research. They are proven to be highly successful for inmates and have been shown to continue their effectiveness outside of custody.

Additionally, CFMG believes that key to an inmate's successful re-entry, is education and training. CFMG's Reintegration Specialist will conduct groups and educational sessions on topics pertaining to: Life Skills, Job Skills and Parenting Skills.

If awarded this project, CFMG will immediately begin enhancing group programming at the MADF and NCDF by establishing two new group therapies, in particular, Inmate Socialization Programs and Moral Reconation Therapy. These two programs are described further in the Group Treatment Modality section below. We will begin services with these groups and reevaluate group programming at a later time, and determine which additional groups will be added.

Individual Treatment Modality:

The CFMG's Behavioral Health Team will deliver individual counseling for symptom management and coping skills, in addition to extensive behavioral health crisis management. We will provide an array of handout literature to support the specific needs of the individual. Any use of 1:1 supportive therapy beyond crisis intervention or stabilization will be based on an assessment for the need for individual therapy and will be documented and justified in an Individualized Treatment Plan. The following describes CFMG's individual treatment approach.

- 1:1 supportive contact or individual therapy
- 25-45 minutes brief intervention or psychotherapy with documented goals of symptom reduction
- Face-to-face contact with higher functioning, adjustment issues, depression or severely/ chronic mentally ill, unstable individuals, and low functioning individuals to check progress, baseline behavior, symptom monitoring, determination of degree of services needed per acuity profile.

The following describes CFMG's group treatment approach:

- 1X per week (or as scheduled)
- Psychoeducational, Process, Interpersonal
- Topic specific, diagnosis specific, or therapeutic activity specific
- Goals for symptom reduction
- Specified length of time



- Membership
- Audiovisual/ interactive
- Discussion
- Development of alternative coping strategies

Inmate Socialization Programs will be conducted for both acute and non-acute behavioral health inmates. This program is designed to develop socialization skills for mentally-ill inmates through interactive contact with counseling staff and other inmates. The goals of the Inmate Socialization Program include: Stabilizing mentally-ill inmates by providing them with a safe, supervised setting for social interactions; Enhance skills that will allow inmates to succeed in a community setting; Encourage physical activity; Diminish social isolation; Develop coping skills for the stress of the incarcerated setting; Improve communication skills and cooperation between inmates and custody staff.

Moral Reconciliation Therapy groups will be conducted for both acute and non-acute behavioral health inmates. MRT is an objective, systematic group treatment designed to enhance ego, social, moral, and positive behavioral growth in a progressive, step by step fashion. MRT has 12 to 16 steps. The program attempts to change how inmates make decisions and judgments by raising moral reasoning. MRT systematically and progressively focuses on seven basic treatment issues:

1. Confrontation of beliefs, attitudes and behaviors
2. Assessment of current relationships
3. Reinforcement of positive behavior and habits
4. Positive identity formation
5. Enhancement of self-concept
6. Decrease in hedonism and development of frustration tolerance
7. Development of higher stages of moral reasoning

Moral Reconciliation Therapy is dually designated as an evidence-based treatment for both behavioral health and substance abuse inmates, and is found in the National Registry of Evidence-based Programs and Practices (NREPP) and Substance Abuse and Mental Health Services Administration Registry.

CFMG finds the benefits of MRT to be astounding. It is a manualized program approach, which results in fidelity within the model, providing a roadmap for goals that inmates are working on. When not in the groups, inmates have greater accessibility to their curriculum because the manual is placed in their possession, creating an opportunity for better outcome of performance. MRT also results in a greater likelihood of clinical fidelity for clinicians and a greater possibility of completing the course even in between switching clinicians. A clinician can essentially pick up where the previous clinician left off. MRT results in more productivity and more outcome oriented and objective measures of performance



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and completion. Treatment or service planning can also be built directly from the programs, which keeps the inmates and the clinicians more targeted. MRT has been shown to:

- Reduce recidivism in more than 130 outcome studies
- Reduce recidivism by 30% to 50% for up to 20 years after release
- Increase offenders' moral reasoning, decrease dropout rates, increase life purpose, and reduce antisocial thinking and behavior
- Benefit high-risk offenders who resist treatment

MRT will be delivered 1-3 times a week at 1-2 hour sessions by CFMG Mental Health Professionals in the MADF and NCDF. These group therapies are peer-based and geared to empower the inmates during their change process. By teaching them that they have the ability to manage their mental illness, utilize community supports, meet their basic needs and have the power to take control of their lives, they begin to take responsibility for their own behavior and make healthier life choices.

MRT is ideal for a jail population because it is a systematic step-by-step approach allowing inmates to move from one MRT group to another without having to start over. Since the systematic steps and tasks are the same in all MRT groups, this allows for inmates to enter any MRT group to complete treatment requirements. This "continuity of care" is unique to MRT in that offenders participating in MRT can enter other ongoing MRT groups and continue working at their current point in the treatment process.

With MRT the inmate can continue a program after release to the community without restarting the same program. By having their manual with them, they can be referred to community partners or service catchment areas where MRT models are being used. Also the same continuity benefits apply with in-house facility transfers, as the inmate takes their workbook with them, they can continue where they leave off from one unit to the next.

CFMG's behavioral health leadership team has adopted Moral Reconciliation Therapy (MRT) as one of our primary curricula for group therapy treatment because of its conduciveness to "continuity of care" and its invaluable role in our collaborative efforts with community agencies. Using a single evidence-based program that is proven to work inside and outside of the jail, can and will enhance the effectiveness and cost-efficiency of the behavioral health treatment for the Sonoma County Detention Facility inmates.

In conclusion, CFMG believes in MRT wholeheartedly. We have seen MRT increase treatment compliance, decrease in-custody assaults, and re-arrest rates. Out of custody and in the community, we have seen it decrease drug use, increase employment, and increase life purpose. We have been impressed with its demonstrated ability to reduce recidivism in more than 130 outcome studies by 30% to 50%, up to 20 years after release. CFMG is very excited to provide oversight, guidance and training for the MRT services at the Sonoma County Jail. CFMG is



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committed to and has a dedication to reducing inmate recidivism. We want to provide the Sonoma County Jail inmates the best care possible and the County the best re-integration/ re-entry program possible. As such, CFMG will provide oversight, guidance and training to the MRT and re-integration / re-entry program with the following benefits.

CFMG clinical leadership, will provide their expertise, program support and guidance for the life of the contract.

- MRT training for up to 14 staff will be held upon 60-90 days of start-up.
- A thorough orientation and training of this program will be held upon arrival.
- An MRT-specific training will be held yearly for the life of the contract.
- Three Quality Assurance visits a year will be conducted from an MRT Expert.
- CFMG will provide ongoing fidelity checks.
- CFMG will provide progress reports to Jail Administration.
- An independent data analyst will measure program effectiveness and inmate recidivism.
- CFMG will ensure redesign of the groups to accommodate inmate "Facility Length of Stay" challenges.
- CFMG will ensure data collection process for this program is set-up appropriately.
- The data analyst will visit the program once a year.
- CFMG will submit an outcome study / report once a year to the Sonoma County Sheriff's Office.
- Continuity of Care and Collaboration with Community Agencies:
 - CFMG will immediately engage with community agencies upon arrival and establish partners for continuing MRT treatment in the community.
 - CFMG and the discharge planner will identify, develop and solidify community linkage or a "hand-off" process.

CFMG will also engage in collaboration with community partners to include discussions on initiating linkage for the following services: medication support, individual counseling and other group therapies, intensive and support levels of substance abuse outpatient treatment, skills training, job readiness skills, independent living skills, behavioral health treatment programs, and intensive field-based services.

CFMG truly hopes to have the opportunity to bring the County a new, fresh approach to the care of your inmates. CFMG's ultimate goal and motivation in providing you foundational behavioral health, MRT, re-integration / re-entry, restoration to competency, and all services is to bring you peace of mind that your



program will be in good hands, that you have behavioral health guidance and leadership you can depend on, and a partner that you can trust.

1.9. Food Services/Special Diets - Provide recommendations for all medical and special needs diets. Please describe how you will provide these services.

To address certain inmates' clinical conditions and promote health, CFMG recommends a proper therapeutic diet, and has developed detailed procedures for the ordering of medical diets in coordination with the County's Food Service Coordinator. Dietary services in the Sonoma facilities will adhere to the standards outlined in Title 15, IMQ, NCCHC and ACA accreditation as well as Sonoma guidelines and standards. CFMG's healthcare team will continue to monitor inmates on a special diet program. In general, the County's Food Service Coordinator will be directed to offer a sufficient variety of meals, allowing individuals with specific dietary restrictions to meet their nutritional needs in an appropriate fashion. Diets to be considered by the Center's Food Service Coordinator will include, but not limited to, the following:

- restricted calorie
- low sodium
- low fat
- pureed
- soft
- liquid (full or clear)
- nutritional supplementation diets (diabetic, pregnancy)

Our medical staff will provide simple instructions to the inmates to ensure their menu selection meets their dietary requirements.

The diet order is entered in the computer. If the diet order is not specified in the computer then the written diet order will be used in the computer and a written order submitted to the kitchen using the Special Diet Order Form.

All diet orders are charted on progress notes.

1.10 Services Suicide Prevention Program - Describe Suicide Prevention Program, including but not limited to collaboration to provide pre-screening and crisis intervention. Identify staff assigned to participate in the program, review issues related to suicide prevention, and address the resolution of problems in accordance with IMQ applicable IMQ standards.

Suicides are a major cause of inmate deaths in jail facilities. As such, suicide prevention programs are a critical component to an effective inmate mental healthcare program. CFMG will follow all applicable federal, state, and local



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guidelines, including, but not limited to Title 15, IMQ, NCCHC standards, ACA standards, state and local rules and regulations and guidelines established by the Sonoma County Jail in implementing and maintaining a suicide prevention program.

Our suicide prevention program ensures processes are in place so there are clear, effective avenues of communication between behavioral health, medical, security and jail administration staff in the event an inmate is a suicide risk.

During the initial intake screening, health assessment or any encounter, an inmate will be referred immediately to a MHP for intervention if any of the following are present:

- severe agitation, signs and symptoms suggestive of self-harm or potential harm to others
- symptoms of psychosis
- suicidal thoughts or behaviors
- severe mood instability

CFMG will work collaboratively with Sonoma County Jail when an inmate is placed on suicide watch, making certain that all treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally-ill inmates. Contact and monitoring procedures will be strictly followed by all CFMG behavioral health and medical staff.

Suicide Watch Levels. CFMG recognizes the following suicide risk categories and their corresponding contact and observation levels as dictated by Title 15, IMQ, and NCCHC standards:

- Level I (Acutely suicidal) - 24/7 supervision by security; daily contact by behavioral health and medical staff.
- Level II (Potentially suicidal) – Observation every 15 minutes (staggered) by security; every 24 hours contact by behavioral health staff.
- Level III (Intermediate risk) – Observation every 30 minutes by security staff; every 3-5 days contact by behavioral health staff.

CFMG's suicide prevention program also includes provisions for intervention, notification, reporting, review, and critical incident debriefing (for inmates and staff). In cases of a suicide attempt or completion, notification will be made immediately to:

- Sonoma County Jail/detention center administration
- Site psychiatrist/behavioral health NP or PA
- Behavioral health staff
- Healthcare/medical staff
- Site Medical Director



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- Corporate Medical Director
- Director of Operations
- Regional Director of Clinical Services
- Director of Behavioral Health Services
- Chief of Behavioral Health Services
- Corporate Legal Department

All suicide attempts and completions will be documented and submitted to the CQI committee for review as part of the CQI program. Completed suicides will be reviewed in accordance with our established procedures regarding inmate deaths.

CFMG's suicide prevention program will incorporate the cooperative efforts of security, behavioral health, and health services staff in all of the following elements:

- identification
- training
- assessment
- monitoring
- housing
- referral
- communication
- intervention
- notification
- reporting
- review



Inmates on special watch are placed in cells or rooms that are as suicide-resistant as possible.

All custody and health services staff will be oriented to the Suicide Prevention Plan, trained and guided throughout implementation. Copies of the plan will be available to all staff.

Identification - As noted above, the receiving screening procedure completed at intake includes questions and observations regarding mental status and potential for suicidal behavior. Security and health services staff will be trained and alerted to the need to continuously monitor inmate behavior for suicide potential during incarceration.

Training – CFMG provides regularly scheduled training for all correctional and health services staff on identification and management of suicidal behavior in the jail setting, including high-risk periods of incarceration, suicidal risk profiles and recognition of verbal and behavioral cues that indicate potential suicide.

Assessment - Behavioral health staff will assess an inmate's level of suicide risk upon referral by health services and/or custody staff.



Housing and Monitoring - Inmates identified as potentially suicidal will be placed on suicide precautions by security, health services or behavioral health staff.

Suicide Watch – Suicidal inmates should be placed in high security observation cells or open observation (two-man cell or dormitory). Depending on acuity, Inmates placed on suicide watch should be monitored by custody staff at a minimum of every 15 minutes (staggered); by health services and behavioral health staff at a minimum of once every 24 hours. CFMG documentation protocols will be followed.

Referral – Referral procedures will be implemented to route all inmates identified as displaying suicidal ideation, gestures and/ or attempts to behavioral health. This will include referrals originating from security, healthcare, and behavioral health staff to Psychiatry.

Intervention - Intervention and treatment will be carried out in accordance with protocols. Housing placement is carried out as indicated above and inmates are provided a suitable suicide-proof garment unless specific identifiable safety and security risks determines otherwise.

Communication – Open communication between medical, behavioral health and security staff are maintained so all are kept apprised of suicide potential, suicide precaution placement, retention, release status, and end-of shift reporting.

Reporting - Reporting of inmates identified or suspected of being at risk for suicidal behavior will occur through the referral process. Referrals may be made by custody to nursing or behavioral health staff at any time. Current status reporting will be carried out as described in the CFMG Safety Cell Policy & Procedure. Reporting completed suicides will be a joint responsibility of the CFMG Program Manager and County designee in accordance with the CFMG Inmate Deaths Policy & Procedure.

The CFMG Program Manager or nursing staff on duty will be responsible for reporting all potential and/or attempted and completed suicides to the County designee. CFMG corporate management will be notified of completed suicides within one working day.

Review - All completed suicides will be subject to a medical review by the Quality Management and Peer Review Committees in accordance with CFMG Inmate Deaths Policy & Procedure.

Segregation Rounds and Management of High-Risk Inmates: Visits will be made by behavioral health staff daily for high-risk or acutely psychotic inmates on close observations. Rounds will be made by behavioral health staff at least every two to three days for inmates on Administrative Segregation. Prior to transfer to close observations or segregation, inmates are evaluated by a Mental Health Professional to determine whether existing behavioral health needs contraindicate placement in an isolation setting. Contacts are documented in CFMG forms and segregation logs. CFMG works closely with security staff in managing high-risk inmates by applying effective behavioral management strategies, providing counseling and behavioral modification groups (when applicable) and ongoing trainings.



Therapeutic Restraints and Therapeutic Seclusion: Restraints required in an immediate emergency can be ordered by the Medical Director or the Psychiatrist, with approval of Jail Administration. CFMG adheres to strict policies as established by Title 15, NCCHC and Mental Health and Developmental Disabilities Code regarding the use and application of therapeutic restraints and seclusion. An inmate is placed in therapeutic restraints or seclusion when intervention is necessary due to the inmate causing severe self-harm or harm to others.

Involuntary Psychotropic Medication: CFMG staff Psychiatrists will order short-acting PRN medications to stabilize a highly agitated inmate utilizing the following protocol:

- The inmate exhibits acute psychosis resulting in assaultive, physically combative, severe self-harm or self-mutilating behavior.
- Once the harmful behavior occurs, a therapeutic restraint chair may be ordered. If the inmate becomes more agitated and the harmful behavior escalates behavioral health staff initiates protocol by contacting the psychiatrist first, and then the nurse on duty.
- Staff documents all behavioral observations as clearly and as detailed as possible. The nurse contacts the psychiatrist to receive orders for PRN medications. All orders by the psychiatrist are followed by nursing, behavioral health and security staff.
- A nurse gives the inmate an injection then follows protocol for medical monitoring and observation. When the inmate is stable, nursing discusses medication treatment with the inmate. All occurrences and responses are documented.
- Inmates too severely mentally ill to stabilize in-house are referred and transferred to an outside hospital or agency for stabilization.

Transition or Step-Down Units

CFMG understands that multiple suicides have occurred at the Sonoma County Detention Facilities, and recommends that the Sonoma County Sheriff's Office identify and utilize a small to medium size housing unit for the purpose of "stepping down" or "transitioning" inmates from suicide watch to regular housing. Many suicides in jails occur when inmates are released from suicide watch too early, or are housed in isolation after their release. Using "transition" units to gradually step-down inmates from suicide watch to the general population has proven to decrease suicide rates in many jails and is a current best practice in the industry.

All inmates cleared from suicide watch are directed to this transition unit temporarily for further observation and treatment by security and behavioral health staff, prior to release to the general population. "Transition" inmates continue to be monitored and followed up by staff until they are completely acclimated, recovered and ready to be released to the general population. If the inmate fails to recover and demonstrates a lower functioning baseline, the inmate can be housed in behavioral health housing or long-term stay in a non-acute setting.



Proposal to Provide Sonoma County Inmate Behavioral Health Services

The effectiveness of transition dorms in preventing suicide attempts or completions have been demonstrated in several sites where transition units have been implemented. These units proved to be effective due to the following reasons:

1. These units allowed for staff to systematically observe the recovery of suicidal inmate.
2. Socialization in a group setting significantly helped to elevate mood.
3. The ability to two-man cell or house inmates in groupings within an open setting helped to eliminate the risk of isolation.
4. These units allowed for more focused programming and monitoring by behavioral health staff.
5. These units allowed for more streamlining of high-risk populations leading to increased organization and decrease in attempts or completion.
6. These units increased manageability of high-risk inmates which lowered strain and stress on staff.

We understand that Sonoma County may have established a step-down unit in the past, and we recommend that if the County is willing to consider establishing such a unit, it meet the following criteria:

- An open dormitory setting with the ability to house small groupings
- No stairwells if possible
- Open and suicide resistant showers with consideration of privacy as practically possible
- Common area for socialization and programming
- Strategic positioning of officer station to open visibility and increase line of sight

1.11 **Hospital Care** – Describe process to make arrangements to provide acute care needs inside and outside of the facility.

Stabilization of Acute Inmates

Confirmed. CFMG will provide intensive behavioral and clinical support to inmates in acute distress or inmates who need higher level services and support. The severity of an inmate's condition and the persistence of his or her mental illness will be addressed with the goal of stabilizing symptoms and improving functionality within the jail. Services will include:

- stabilization on medications
- crisis intervention services
- Individual therapy or 1:1 supportive contact



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- Inmate Behavior Management
- Evidence –based group therapy
- Individual treatment plans
- Behavioral health record and case reviews
- Response to inmate referral and inmate requests
- Discharge and Aftercare Planning
- Intervention for medication non-compliance
- Participation in socialization groups and structured out of cell activities

If the need arises for an inmate to be transferred to the hospital for higher level care, CFMG Physicians are on-call 24/7 to facilitate this transfer. As Sonoma County's medical provider, CFMG understands Sonoma County's expectation to have as many tertiary services as possible provided in close proximity of the Sonoma County Jail. We will continue to work closely with Sutter Santa Rosa Regional Hospital and Santa Rosa Memorial Hospital and with the Sonoma County Jail staff to coordinate and deliver hospital services to minimize Sonoma County's correctional overtime and ground transportation costs.

CFMG's hospital and specialty processes follow all applicable federal, state, and local guidelines, including, but not limited to Title 15, IMQ, NCCHC standards, ACA standards, and guidelines established by the Sonoma County Jail to ensure all inmates have access to hospitalization and specialty services, as medically necessary. While we appreciate the financial and logistical considerations related to the hospitalization of inmates, when hospitalization is deemed medically necessary we will continue to coordinate with the Sonoma County Jail for transfer of an inmate to Sutter Santa Rosa Regional Hospital, Santa Rosa Memorial Hospital or another medical facility. We will continue to use hospital and medical facilities approved by the Sonoma County Jail and under contract to provide such services.

Our hospital care includes: case management; pre-approvals; utilization review; discharge planning; enhancing cost containment efforts whenever possible; payment and processing of all hospital and practitioner invoices; and billing of inmate's insurance company, as appropriate.

For any required hospitalization of an inmate, CFMG staff will coordinate the delivery of all hospitalization services. All recommendations for hospitalization, with the exception of emergency situations, will require review and approval by the Site Medical Director, and approval by Dr. Raymond Herr, our Chief Medical Officer, through our cloud-based e-Referral application. Our physician-led utilization management program is structured to provide effective coordination and oversight of all inmates who need specialty and/or offsite care. It ensures inmates have access to the level of medical treatment they truly need, as well as ensures treatment remains consistent with community standards, is cost-effective and timely. The utilization review will be completed (for approval of hospital care or outside consultations) within five working days of the request, and usually much faster.



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Utilization review will be completed concurrently for most cases and after the fact in the case of an emergency.

Any local or tertiary care hospital used by CFMG will comply with all Administrative and Sonoma County Jail directives, regulations and standards. When possible and practical, we will use telemedicine to provide behavioral health or medical care.

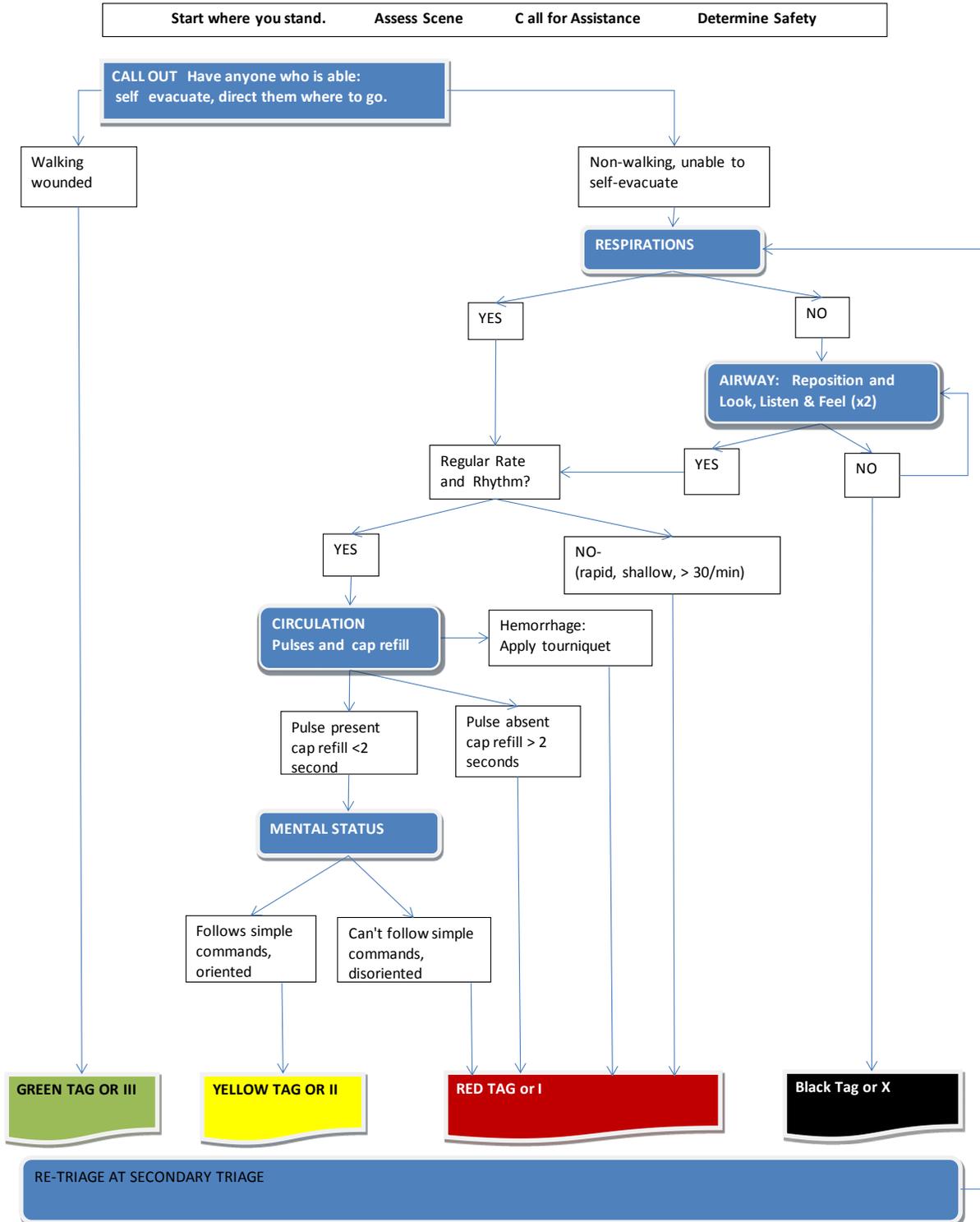
CFMG will acquire a Discharge Summary upon any inmate's discharge from a hospital. Upon return, the inmate's hospital discharge documentation will be reviewed by the Site Medical Director to determine post-hospitalization status, orders, recommendations and disposition. The review will be documented in the inmate's medical record.

1.12 **Disaster** - Provisions of comprehensive behavioral/mental health care services during a natural disaster. Describe contingency plan to provide behavioral/mental health services to inmates following a natural disaster or declared state of emergency. Please describe how you will provide these services.

Confirmed. CFMG will continue to provide behavioral health services, just as we provide healthcare services during natural disasters, and behavioral health will be incorporated into our existing contingency planning process. CFMG's Program Manager and the Facilities' Administrator will develop and approve the health aspects of each facility's disaster plan. A disaster is defined as any natural (e.g. earthquake, flood, fire, etc.) or man-made (e.g. riot, arson, bombs) occurrence where there are multiple casualties of such a degree that immediate medical attention is required to prevent death or permanent disability. In a disaster response, the health services staff will triage, render first aid, and initiate resuscitation of critically injured individuals and direct/coordinate off-site medical referrals. These team members, under the general supervision of the medical director and in collaboration with the officer in charge of the facility will assume leadership responsibility for health services response in time of a natural or man-made disaster affecting the facilities. CFMG's plan will include use of our Behavioral Health Team members if deemed necessary to alleviate psychological distress to inmates during any disastrous event.



RAPID MULTI-CASUALTY TRIAGE





1.13 Ancillary Services - Provide and arrange for laboratory, x-ray, and other ancillary services as required. Ancillary services may be performed off-site but preferably on-site.

Please describe how you will provide these services.

CFMG already provides laboratory, x-ray and other required ancillary services through our medical services contract. Any needed ancillary services to be provided for the mental health population will be seamless, and most likely already occurring. CFMG provides laboratory services through a statewide contract laboratory. All specimens are collected and handled by on-site health services staff in accordance with accepted laboratory standards, including the Radiologic Health Branch within the Food, Drug and Radiation Safety Division of the California Department of Health and transported to the laboratory for processing.

1.14 Crisis Intervention – Describe crisis intervention protocols.

Once an inmate is flagged or identified as having behavioral health issues, immediate treatment recommendations are initiated. The inmate is triaged to appropriate housing, and referred to a Mental Health Professional (MHP) for further evaluation. Evaluations or assessments are conducted by qualified, licensed MHPs in a structured interview format that includes completion of a mental status exam, brief psychological history, initiating procurement of treatment records, determination of diagnosis, mental stability, risk factors (including suicide and homicidal thoughts), development of treatment and discharge plan, and referral to the Psychiatrist or Prescriber. This process includes a post evaluation consultation with security (if needed) and guidance to security on inmate housing and management.

Inmates in acute crisis will receive immediate attention by a MHP upon notification of the emergency. This includes inmates exhibiting suicidal behavior, acute psychosis, emotional distress or any behaviors indicative of acute mental illness. The MHP will make a determination of the type of treatment needed, such as psychotropic medications, individual counseling, group therapy, suicide watch placement, or referral to a behavioral health facility, etc. and will make the appropriate referrals. Our staff will work with contracted behavioral health agencies for inmates who may require more intense care than available at the Jail or are deemed unable to be safely managed in a detention setting. If the inmate is in immediate need of a Prescriber, he or she may be referred directly to the Prescriber. If the Prescriber is not available and medication initiation is required, the Prescriber will be notified via on-call services.

Clinical Monitoring and Support: When inmates return to the facility from the hospital, nursing and behavioral health staff reviews all transfer paperwork including prescribed medications and treatment summaries from the transfer institution. The Psychiatrist or Psychiatric prescriber is contacted if needed. A "Plan of Care" is developed and the inmate is placed in the designated observation area for a brief



observation period until the inmate is transitioned to longer-term housing, usually a “special needs” unit. Upon every shift, checks are completed and documented according to CFMG policy.

Interventions to Stabilize Inmates in Suicide Watch or Observation Cells: Inmates placed in close watch due to an acute crisis receives immediate attention by a MHP upon notification of the emergency. This includes inmates exhibiting suicidal behavior, acute psychosis, emotional distress or any behaviors indicative of acute mental illness. The MHP conducts a thorough evaluation and determines the next step including continuing the inmate in safety watch, stepping down the inmate to a less restrictive observation option, or initiating paperwork for transfer to a higher level of care to the outside. Our staff works with contracted behavioral health agencies for inmates who may require more intense care than available at the Jail or are deemed unable to be safely managed in a detention setting. If the inmate is in immediate need of a Prescriber, he or she may be referred directly to the Prescriber. If the Prescriber is not available and medication initiation is required, the Prescriber will be notified via on-call services.

Close Observation and Segregation Rounds: Visits will be made by behavioral health staff daily for high-risk or acutely psychotic inmates placed on close observations. Rounds will be made by behavioral health staff at least every two to three days for inmates on Administrative Segregation. Prior to transfer to segregation, inmates are evaluated by a Mental Health Professional to determine whether existing behavioral health needs contraindicate placement in an isolative setting. Contacts are documented in CFMG forms and segregation logs. CFMG works closely with security staff in managing high-risk inmates by applying effective behavioral management strategies, providing counseling and behavioral modification groups and ongoing trainings to staff.

1.15 **Developmentally Disabled** – Describe experience and ability to address developmentally disabled inmates as referenced in Title 15.

A Booking RN from CFMG’s medical services staff will screen all inmates at time of booking, using the Intake Health Screening form to determine if an inmate has known or suspected developmental disabilities. Such inmates will be referred to the Mental Health Clinician – Intake as deemed appropriate. If an inmate is believed to have a developmental disability, Sutter Santa Rosa Regional Hospital or Santa Rosa Memorial Hospital will be contacted within 24 hours to determine if the person is registered with the Regional Center.

The Booking RN and/or Mental Health Clinician – Intake will complete an initial assessment to determine the level of disability and develop an individualized treatment plan to address the need for special housing and/or care, need for special equipment or services and will contact the medical provider as needed. The intake staff will also consult with the facility commander regarding the appropriate housing to ensure the inmate is placed in a protective environment.



The treatment plan includes, at a minimum:

1. The frequency of follow-up for medical evaluation and adjustment of treatment modality
2. The type and frequency of diagnostic testing and therapeutic regimens
3. When appropriate, instructions about diet, exercise, adaptation to the correctional environment, and medication

The special needs program serves a broad range of health conditions and problems that require the physician or other designated qualified health care or behavioral health care professionals to design a treatment plan tailored to the patient's needs. The treatment plan is individualized, typically multidisciplinary, and based on an assessment of the patient's needs, and includes a statement of short- and long- term goals as well as the methods by which these goals will be pursued. When clinically indicated, the treatment plan gives patients access to the supportive and rehabilitative services (e.g., physical therapy, individual or group counseling, self-help groups) that the treating clinician deem appropriate.

1.16 1370 Misdemeanor Program – Describe ability to provide 1370 restoration services to misdemeanor inmates deemed incompetent to stand trial, as referred by the courts. These services should include, at a minimum, evaluation, education, counseling, and medication services aimed to restore inmates to competency to stand trial within 90 days of the court referral. Information regarding 1370 Felony Restoration is discussed in this RFP under Sub-section 2, "Staffing".

CFMG's Restoration of Competency Program for Misdemeanor IST (MIST) inmates is based on Dr. J. Holden's "Mendocino Method" model. Dr. Holden is a member of CFMG's clinical consulting team, as described in Section 1.2.2 of this proposal.

The California Department of State Hospitals has reviewed and endorsed the Mendocino Method for use in MIST programs.

CFMG has developed an effective, cost-efficient 1370 Misdemeanor program for the Sonoma County MIST population, based on Dr. Holden's Mendocino Method. If awarded this contract, Dr. Holden will be assisting in the set-up and implementation of this program. He will train, supervise and monitor staff upon implementation of this program and on an as-needed basis.

1370 Misdemeanor Restoration to Competency Program for the Sonoma County Detention Facilities

Since the Sonoma County MIST population will not be congregated in one unit and the program is not group or milieu-based, The Mendocino Method is ideal for the misdemeanor inmates housed in the Sonoma County Detention Facilities. The Mendocino Method allows for the flexibility of sessions to be held in the inmate's pod, interview rooms, or a private office.



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CFMG's 1370 Misdemeanor program can service up to 16 MIST inmates at any one time. This program has a 0.8 FTE (32 hrs/wk) dedicated Competency Trainer (LSW) and a .25 FTE (10 hrs/wk) Mental Health Clinician (LMFT, LCSW, LPC). The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Mental Health Clinician/Counselor is primarily responsible for 1:1 supportive or individual therapy, and group therapy. Dr. J. Holden will also serve as support for this program and is available on an as-needed or on-call basis.

The 1370 Felony program staff and base program staff described in Section 2.8 will be used for additional service support for the 1370 Misdemeanor program. Psychiatric staff, for example, will be used to support medication prescribing and stabilization. 1370 Misdemeanor patients are also able to attend group sessions held by base program clinicians. Additionally, if needed, base program clinicians will provide individual therapy sessions to 1370 Misdemeanor patients.

There are nine simple steps to the 1370 Misdemeanor program:

Step 1: Once a finding of IST is made, the Judge orders misdemeanant inmates to be evaluated by the County Mental Health Director or his/her designee regarding appropriate placement and treatment for competency restoration. The recommendations may include a psychiatric evaluation order by the judge of whether or not the inmate may require involuntary anti-psychotic medication to attain trial competency.

Step 2: If jail-based training is recommended, the inmate will be referred to CFMG's 1370 Misdemeanor Program. Our Competency Trainer will begin the assessment by reviewing relevant documents including the arrest report and competency evaluation report(s). The inmate is then interviewed to ascertain whether or not he/she is motivated to participate in the training and has the mental capacity to benefit from it. CFMG staff will work with Dr. Holden to evaluate the inmate's current state of trial competency by administering the "Competency Assessment to Stand Trial" (CAST-MR) instrument published by IDS Publishing Corporation, and by assessing the competency deficits cited in the original competency evaluation report. The CAST-MR measures trial competency in three primary domains: Basic Legal Concepts, Skills to Assist Defense, and Understanding Case Events. Seventy (70) percent is the passing score for each domain, however, CFMG will regard 80% as a more affirmative passing score.

CFMG finds the CAST-MR to be invaluable and uses it regularly. The CAST-MR is simple, reliable and applicable to patients with all levels of disabilities and psychiatric disorders. The CAST-MR is a standardized and validated instrument for assessing trial competency that was first developed for people with Intellectual and Developmental Disabilities (IDD), and has been used nationwide and accepted by the courts for over 20 years. It is written in straightforward elementary language, and since the Supreme Court has ruled that the standard for competency is the same for all people regardless of disability, psychiatric, or socioeconomic status, the "lowest common denominator" CAST-MR is broadly applicable to all ISTs, with particular



Proposal to Provide Sonoma County Inmate Behavioral Health Services

sensitivity to defendants with IDD, cognitive and neurological deficits, psychiatric impairments, low educational attainment, and other competency-impairing conditions.”

Step 3: Following a record review, interview, and administration of the CAST-MR, the Trainer will administer the first chapter of the training curriculum and the associated chapter quiz to assess the inmate's ability to participate in and benefit from the training. In collaboration with Dr. Holden, a report of placement, treatment recommendation, and judgment on whether the inmate needs involuntary medications to attain competency is made to the judge.

Step 4: If the judge agrees with the recommendation, the involuntary medication evaluation and administration will be conducted under court order by a CFMG staff psychiatrist and nursing staff.

Step 5: After the inmate has been stabilized, the inmate's counseling sessions begin and is referred to the 1370 Misdemeanor Counselor for counseling and individual support. The inmate will also be assigned to a group therapy session conducted by one of the MADF Mental Health Clinicians.

Step 6: After stabilization, the full training curriculum is also administered. The training curriculum has three parts. The first part of the training focuses on the client's knowledge of legal concepts and procedures relating to criminal charges, covering 76 key legal terms and concepts, including the following:

Ch 1: Laws, Crimes, Police, Reasonable Suspicion, Evidence, Arrest

Ch 2: Miranda Rights, Perjury, Witnesses

Ch 3: Rights to Fair Trial, Speedy Trial, Defend Self or Have Attorney

Ch 4: Courtroom and Court Principals

Ch 5: Arraignment, Pleas, Bail

Ch 6: Confidentiality, Discovery

Ch 7: Trial Competency

Ch 8: Preparing for Trial

Ch 9: Plea Bargaining

Ch 10: Going to Trial, Choosing Judge or Jury Trial

Ch 11: Trials, Witnesses, Evidence, Cross-Examination, Objections

Ch 12: Alibis, Closing Arguments, Jury Instructions, Jury Deliberations

Ch 13: Acquittal, Conviction, Sentences, Probation, Right to Appeal

Each chapter has an associated 5-item chapter quiz, with a minimum passing score of 80%. The second part of the training curriculum and its associated quiz, focus on the inmate's skills to either formulate and execute a rational defense or to cooperate with his/her attorney in the formulation and execution of a rational



defense in his/her specific case. The third part of the curriculum and its associated quiz, focus on the inmate's recollection of the events surrounding his/her arrest and his/her understanding of the criminal allegations as contained in the police report, the District Attorney's criminal complaint, and possible consequences of potential pleas or of being found guilty of the charges.

In the first training session the instructor advises the inmate of the need for taking the "law class" and the inmate is given a single-spaced 35-page "Student Study Guide" to read between sessions. Session summaries are emailed to Dr. Holden for review and consultation. The length and frequency of sessions is dependent on the inmate's fund of prior knowledge and ability to sustain concentration and motivation, the latter which have often necessitated waiting for psychiatric medication to take effect before training can productively commence.

Step 7: Once the inmate has passed all of the chapter quizzes, he/she is given a 50-item written exam covering the entire curriculum, also with a passing score of 80% or better.

Step 8: After the inmate has passed the chapter and final examinations, the Trainer works with Dr. Holden to re-examine the inmate. The session reports are reviewed, the inmate is interviewed, and the CAST-MR is re-administered to compare pre-training and post-training results.

Step 9: Once the inmate has been interviewed and has passed all chapter quizzes, the comprehensive curriculum exam, and the CAST-MR with scores of 80% or better, the Trainer works with Dr. Holden to write a report to the court declaring and certifying the inmate is competent to stand trial. If the Judge makes this finding, the inmate's legal proceedings resume.

If the inmate is making effort and has not been able to make reasonable progress after 6- 8 training sessions, staff report a finding to the court that the inmate currently lacks the capacity to attain trial competency, noting the inmate's medication status. With that finding the Judge can either order the charges dismissed, order further training and treatment efforts for a maximum of 1 year for misdemeanor inmates and 3 years for felony inmates, or order the extended detention of IST inmates found to have continued dangerousness under a "Murphy Conservatorship".

To reiterate, CFMG's 1370 Misdemeanor program meets all California statute requirements and is cost-efficient. CFMG's program is based on the "Mendocino Method" developed by one of CFMG's Clinical Experts, renowned for his work in competency training. Dr. Holden's "Mendocino Method" is designed specifically for jail SMI misdemeanor inmates and has been implemented in community settings since 2009, as well as, the Mendocino County jail since early 2014.

The "Mendocino Method" training curriculums have also been adapted in Spanish, for Spanish speaking patients. In its first two years the program achieved an 83% competency restoration rate for participants in its first two years, with an average restoration time of 42 days from referral to report. With the first 25 participants the



program saved taxpayers over \$2 million, and saved SMI defendants over 5000 days of locked confinement time due to trial incompetency.

1.17 **BHHU** – The intent of the BHHU (refer to Section 1.1, “Project Background and Description”) is to provide enhanced programming for existing inmates. Describe ability to provide enhanced programming to inmates with behavioral health issues.

The CFMG corporate behavioral health team will develop behavioral health treatment programs, especially in support of those in Administrative Segregation and those with serious mental illnesses. The programs would include an Inmate Self-Help Library, a Peer Counseling Program and Community Resource Program (which assists inmates upon release from custody).

CFMG will deliver Individual and group treatment services which will cover topics related to: behavioral health issues, substance abuse issues, relapse prevention, trauma and conflict, learning better affect regulation, anger management, challenging criminal thinking, aggression and misconduct. As discussed above in section 1.8 “Programming”, if awarded this project, CFMG will immediately enhance programming by delivering Inmate Socialization Groups and Moral Reconciliation Therapy to the acute and non-acute behavioral health population of the jail (potentially housed in the BHHU). CFMG will also deliver counseling for symptom management, coping skills, anger management and preventing crisis episodes. We will provide an array of handout literature to support the specific needs of the individual. Socialization groups, enhance inmate abilities to learn social skills through supervised interactive environments focused on improving communication, interpersonal skills, coping skills, and diminishing social isolation.

The acute and non-acute behavioral health population in the jail will also be given regular sessions of Moral Reconciliation Therapy (1-3 times a week at 1-2 hour sessions by CFMG Mental Health Professionals). MRT is a powerful, highly effective evidence-based group program that changes how inmates make decisions and judgments, thereby raising moral reasoning. CFMG believes MRT will make a significant impact on Sonoma County inmate lives. It is geared to empower the inmate during their change process by teaching them that they have the ability to manage their mental illness, utilize community supports, meet their basic needs and have the power to take control of their lives. These inmates will begin to take responsibility for their own behavior and make healthier life choices.

MRT has been shown to:

- Reduce recidivism in more than 130 outcome studies
- Reduce recidivism by 30% to 50% for up to 20 years after release
- Increase offenders' moral reasoning, decrease dropout rates, increase life purpose, and reduce antisocial thinking and behavior
- Benefit high-risk offenders who resist treatment



MRT and Continuity of Care. MRT is ideal for a jail population because it is a systematic step-by-step cognitive restructuring approach allowing inmates to move from one MRT group to another without having to start over. By having their manual with them, they can be referred to catchment areas or service areas in the community where MRT models are being used. As part of MRT setup in the Sonoma County Detention Facilities, CFMG will collaborate with community partners (including providing MRT training) to continue MRT for inmates once they are released to the outside (Please see section 1.8 “Programming” for a detailed description).

Support Services. In conjunction with receiving MRT services and as part of our program, the following support services are provided for all acute and non-acute behavioral health inmates:

- **Discharge Planning.** Inmates will be provided intensive discharge planning. Ideally, the pre-release phase is implemented upon entry into the jail and includes regular meetings with the inmate, by our assigned Reintegration Specialist (MHP). There is intensive support in the areas of coordination of post release resources, bridging medications, providing prescription availability upon release, connecting the individual back to a community behavioral health provider, and linkage to other services.
- **Individual Treatment Planning.** A Mental Health Professional reviews and develops an individual treatment plan along with the multidisciplinary team. Each treatment plan is tailor-made to meet the inmate's individual needs, psychiatric and criminal history, goals, diagnosis, risks, cultural background, and level of functioning.
- **Intensive Case Management.** A Mental Health Professional is closely involved with the inmate and monitors his/her compliance with medication, engages in individual therapy as needed, and assesses the inmate's behavioral health, stability, anticipated pre-release needs, etc., during scheduled meetings.
- **Intensive Medication Management.** Each inmate is followed closely by the treatment team and medications will be monitored intensely by nursing staff, and the treating Psychiatrist.

1.18 Case Management/Discharge Planning – Describe scope of Case Management. Specifically include ability to provide services to assist with re-entry, reduce recidivism or relapse, encourage social reintegration, enhance public safety and communication and collaboration between medical, mental health, and correctional staff. Services will need to be provided to both sentenced inmates and pre-trial release inmates. Contractor must coordinate services with re-entry partners in order to evaluate eligibility for and access to programs and resources under the direction of SCSO.



CFMG understands the impact of an effective discharge plan in reducing recidivism rates and has devoted one (1) FT Reintegration Specialist specifically to provide consistency in “hand-off” of inmates into the community. We will partner with local community providers, collaborate and notify them as soon as we know the inmate's discharge date.

CFMG will develop discharge plans for inmates on the behavioral health caseload and will work collaboratively with the local community agencies to coordinate aftercare arrangements; make referrals to appropriate community programs; coordinate appointments with community providers; ensure medications are continued by providing, at a minimum, a prescription for medications.

Discharge planning for inmate-patients with chronic special needs will include, but is not limited to the following: a copy of pending or required follow up clinical appointments; a list of community resource locations and contact information; prescriptions called to a designated pharmacy as ordered by the medical provider to insure continuity of medications; and instructions for continuing medically necessary medications, diet, treatments, and/or clinical appointment.

1.19 Aftercare/Release Planning - Contractor must be able to demonstrate ability to evaluate the patient's aftercare needs for current, short-term and post-discharge/long-term care and attempt to engage the patient and persons in the patient's significant social network for assistance with the goal of successful transition to outpatient care upon release from jail. For patients with continued incarceration at lower levels of care, State prison, or State mental hospital care, the focus must be to assist the patient with more immediate treatment compliance and successful transition to the identified location. Please describe how you will provide these services.

As a behavioral healthcare provider, re-integration and re-entry services is a core competency for CFMG. We believe it is our responsibility to the inmates, to their families, to our partner/clients, and to the community as a whole to help inmates lead productive lives after they are released. CFMG will work with perseverance and focus to help inmates realize their potential and maximize their ability to reintegrate back in their communities. In doing so, CFMG will place a strong importance in a thorough aftercare plan because we know that, if done correctly, it can and will positively impact recidivism rates.

CFMG's re-integration and re-entry services will entail the use of a comprehensive behavioral health assessment and a Level of Risk Assessment (LSR-I) which identifies the inmate's strengths, weaknesses, and any existing support systems. Also assessed are past and present treatments, previous releases, which treatments the inmate has responded to in the past, and what motivates the inmate to succeed. Our Reintegration Specialist will create an individualized treatment plan (ITP) which will follow the inmate into the community at the conclusion of their custody, addressing issues including, but not limited to, safety, legal issues, substance abuse, basic needs, housing, medical, financial, psychological, medication management and



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employment. The treatment plan will be based on the inmate's individual needs, goals, diagnosis, and level of functioning.

Pre-release planning will include applying for entitlements and coordinating start-up with any community service funding offices, i.e. Medicaid, and establishing initial appointments that coincide with the week/day of release. Housing and transportation plans are also developed with the inmate to prepare for the demands of program conditions once he or she is released from custody.

Partnerships with local non-profit and community-based organizations. CFMG takes pride in being an active member in the communities in which we operate. To this end, we are dedicated to partnering with local non-profit and community-based organizations to collaborate on any program services or resources needed for the inmate. CFMG believes in open communication and transparency with our community partners and even invite them once a quarter to attend our QA meetings. Additionally, more frequent meetings are held with community partners as requested or on an as needed basis.

Continuity of Care. Patients will receive continuity of care from admission to discharge while in the Sonoma County Jail facilities including referral to community care when indicated. Health care providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

We will communicate and coordinate with the Sonoma County Behavioral health, the Phoenix House for substance abuse, and the Public Defender's Office's Social Worker for Discharge Planning, and the Sonoma Sheriff's Department's Social Worker for inmates that would benefit from Medi-Cal application assistance on an "as needed" basis, and with any treating clinician to promote continuity of care.

A Transfer of Medical Information form will be completed and accompany inmates being transferred to another correctional institution. A prescription may be given to the inmate upon discharge by order of the physician. Inmates with individual, patient specific medications will have their medications sent with them when they are transferred.

(See also MRT and Continuity of Care, Section 1.8 "Programming.")

1.20 Collaboration with Medical Provider - Contractor shall be willing to work collaboratively with CFMG. Describe experience and process for collaborating with jail's medical provider for instances when inmate medical and inmate behavioral health services are provided by different organizations within a jail. Include details of collaborative methods and how potential issues will be addressed.

Confirmed. As your current medical provider, the transition of adding a behavioral healthcare component will be seamless. CFMG's long time partnership with Sonoma



County has been one built on trust, mutual respect and stability. We strongly believe Sonoma County is best served by a partner that you can trust and one that intimately understands you.

1.21 Medical / Mental Health Records – Contractor shall maintain appropriate mental health records. All inmate medical and mental health records are the property of the Sheriff. Describe your organization's recordkeeping system and how such system will allow for coordination with CFMG and the SCSO. Describe how records will be transitioned at the end of a contract.

CFMG is currently in the process of implementing our Electronic Medical Records system, CorEMR, and if we are awarded the opportunity to provide behavioral health services, we would fully integrate these services into CorEMR.

Medical Records Management

CFMG behavioral healthcare providers will continue to maintain individual, complete and dated health records consistent with state regulations, community standards of practice and CCR Title 15, IMQ (Health Records), IMQ 502 (Confidentiality of the Health Care Record), IMQ504 (Records Retention) as well as NCCHC accreditation standards.

All behavioral healthcare team members are responsible for maintaining current, accurate and legible medical records. The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the inmate's medical record is controlled by the medical director, or designee, and limited to licensed health services providers and medical records personnel. Medical records are maintained in secure, locked storage cabinets within the medical section. The health authority or his designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

All requests for healthcare information will require written consent of the inmate, guardian or subpoena. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the inmate or guardian. Release of Information forms are processed by the Program Manager or his/her designee. To ensure continuity of care as appropriate, CFMG will work to obtain previous medical and psychiatric records from the county and other outside providers.

Medical Records Audit

The Medical Director of CFMG or his designee monitors services provided by non-physician providers, including a focus on medical records quality, pharmaceutical practices and carrying out of direct or standing orders. CFMG has an established audit committee that includes our Program Manager and Medical Director. The audit committee performs focused medical record audits and reviews quarterly statistical data, inmate grievances, off-site referral and incident reports. The Medical Audit



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Committee is part of the Quality Assurance Committee and complies by IMQ accreditation standards as well as Title 15 and NCCHC rules and regulations. CFMG will submit an annual audit report on health care delivery and pharmaceutical services, noting corrective action taken as a result of audits.

Monthly reports will continue to be delivered to the Sheriff and Public Health Officer. The following reports are included in our monthly report distribution:

- Number of inmates seen at sick call by provider
- Detainees on medication by medication type
- Detainees on psychiatric medications
- Hospital admissions, patient days, average length of stay by diagnosis for medical and behavioral health
- Number of transfers to off-site hospital emergency departments
- Number of specialty consultation referrals
- Number of intake screenings
- Number of 14-day physical assessments
- Documentation on all medical screening/exams performed, including pre-booking screenings
- Medical refusals at time of initial booking
- Behavioral health grievances filed
- Number of diagnostic studies
- Number of communicable diseases reported, including AIDS exposure reporting in accordance with California Health and Safety Code and Title 15 California Code of Regulations, as well as NCCHC
- Number of suicide attempts, successes, and inmates or wards with suicide ideation, suicide precautions, number of hours held on suicide precaution
- Documentation that inmates and wards are receiving and ingesting their prescribed medication
- Documentation if an inmate's or ward's ordered medication was not administered and the reason
- Documentation of daily observation of inmates and wards placed in special safety housing cells or administrative segregation
- Confidentiality of Health Care Record

The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the patients' medical record is controlled by the Medical Director, or designee. Adherence to applicable informed consent regulations and standards of the local jurisdiction are maintained.



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Access to medical records is limited to licensed health services providers and medical records personnel.

The health authority or his designee shares information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations. All requests for medical information require written consent of the inmate, guardian or subpoena. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the inmate or guardian. "Release of Information" forms are processed by the Program Manager or his/her designee.

CFMG provides copies of medical records in any criminal or civil litigation to the designated Jail Administration upon written request of County Counsel.

Data necessary for the classification, transport, security and control of inmates is provided to the appropriate Sonoma County personnel. Medical records are made available to Sheriff's Office and County Counsel personnel when required to defend any cause of action by any inmate against the Sheriff and/or County.

HIPAA

We will comply with, and ensure that our officers, agents, employees, participants and volunteers adhere to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security business associate requirements.

Inactive / Active Medical Records

Inactive medical records will remain confidential and protected from destruction for a minimum of seven years. The medical and behavioral health record are combined. CFMG will return inactive medical records to the county for destruction.

Active and inactive medical or dental records/files must not be removed from the Sonoma County Jail without expressed permission from the Jail Commander or designee.

Transition of Medical Records to a New Provider

At the termination of the contract, all inmate medical records will remain the sole property of Sonoma County, and CFMG will cooperate in transitioning them to a new provider. In the event of future litigation, the prior contractor may have access to the records for litigation preparation brought on by third parties in connection with the prior agreement of services rendered by the contractor.

1.22 Transfer of Behavioral/Mental Health Records. Behavioral/Mental Health records of an inmate who is being transferred, shall be evaluated by



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behavioral/mental health staff and a transfer summary completed. Please describe how you will provide these services.

Confirmed. CFMG's medical record management processes include preparation of information for inmates transferring to another correctional facility. We prepare a copy of the inmate's current health record and either provide it electronically or place it in a sealed envelope marked "Confidential." We work with the Sonoma County Jail Administration to ensure the record accompanies the inmate. The original inmate record remains at the facility.

When an inmate transfers to a local hospital, clinic or specialty provider for healthcare services, CFMG medical team members will either provide an electronic copy or will prepare a copy of pertinent information from the inmate's current health record. We may send such information through a secured fax number to the provider. We will work closely with the Sonoma County Jail's Administration to ensure the record accompanies the inmate. The original inmate record will remain property of the SCSO.

1.23 **Transportation** – Arrange appropriate for inmate transportation to offsite facilities and coordinate with custody staff for use of SCSO transportation when appropriate and available.

Confirmed. CFMG staff will coordinate (as necessary) with custody staff to arrange for transportation for all off-site behavioral health appointments.



Section III: Staffing

Responders should provide details for every item listed in Section 2, Sub-Section 2 "Staffing" of this RFP.

Understood. Please refer to our proposed staffing below.

2.1 **Staff Role** – Proposals shall clearly identify all staff required to perform the services described in this RFP. List the types of staff and their required certifications and the roles each staff member will be performing.

As Sonoma County knows, and as described earlier, CFMG takes staffing and coverage by licensed healthcare professionals seriously, as evidenced by our **sub-10% staff turnover rate**, and our 33-year track record of committing to fill every shift. This is a reflection of our firm commitment to deliver for our customers; our passionate belief that the core requirement for any successful correctional healthcare program is to have the right people, properly trained, who share our passion for delivering great care; and the financial commitment to hiring, training, and retaining a great team.

This means that we don't cut corners when it comes to staffing. **We pay people fairly, provide excellent benefits, and treat our people well.** We never throw an untrained person into a new situation, which can lead to unhappy staff, poorly served inmates, and a dangerous level of inconsistency. **We provide at least two weeks of training to all new staff before they ever "fly solo,"** and we provide ample ongoing staff training.

Unlike many of our competitors, but like the Sonoma County Sheriff's Office, for 33 years we have built a **Relief Factor** into our planning and staff budgets. **Leave no shift unfilled** is one of our core principles, reflecting a commitment to **never** leave a position vacant when a member of our team is sick, on vacation, in training or otherwise absent. We build a solid, qualified PRN pool so that we rarely have to rely on temporary agency staffing to cover vacations, staff training, or unplanned absences. While we have often entered new contracts where agency staffing has been the norm, we almost never use temporary agency staffing on an ongoing basis.

All of this costs a little more. We know that we could reduce our cost to you by cutting corners...by not training our staff, and by not committing to 100% full staffing. But we know that isn't what Sonoma County wants or expects. We will spend your money wisely, and we guarantee that you will be satisfied with the results.

CFMG has reviewed current staffing patterns, populations, and requested programs as stated in the RFP, and has provided staffing estimates for: the Main Adult Detention Facility (MADF), the North County Detention Facility (NCDF), the 1370 Felony Restoration of Competency Program, the 1370 Misdemeanor Restoration of Competency Program, and the Behavioral Health Housing Unit (BHHU).

The broad range of behavioral health positions, roles, and responsibilities in our staffing proposals represents practitioners and clinicians who, with the right leadership, will



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advance the level of services provided to the inmates at the Sonoma County Detention Facilities. Through our expertise and intimate knowledge of the Sonoma County Detention Facilities, CFMG has arrived at this staffing framework to specifically address the following needs of the County as indicated by the RFP and NIC Technical Assistance Report (October, 2015):

- To increase the County's ability to provide quality behavioral health treatment for their incarcerated population
- To provide effective, efficient, cost-effective, and quality behavioral health services to the Sonoma County inmate population
- To provide behavioral health services which meets the needs of a detention facility and the local community
- To enhance the inmate's chances of successful re-entry
- To gain support in behavioral health training, guidance and program direction

CFMG is confident in the development of this staffing model, which we believe will significantly improve service delivery and treatment outcomes in the Sonoma County Detention Facilities.

MADF PROPOSED BEHAVIORAL HEALTH STAFFING

Position	Hours/ Wk	FTE
Psychiatrist	40	1.0
Psychiatric NP/PA	24	0.6
Mental Health Program Manager/ Director	40	1.0
Mental Health Clinician	304	7.6
Mental Health Clinician- Intake	56	1.4
Substance Abuse Counselor	40	1.0
Discharge Planner/Reintegration Specialist	40	1.0
Clerk	40	1.0

Position Descriptions

Mental Health Program Director/ Manager (Ph.D. or Psy.D.): The Mental Health Program Director is a Licensed Psychologist (with administrative experience) who is responsible for providing administrative and clinical oversight to the Behavioral Health and ROC Programs in the MADF and NCDF. This position is responsible for staff coverage and scheduling, on-call scheduling, assigning responsibilities, ensuring the delivery of services are appropriate and efficient, and ensuring all programs are operating at the level that mutually meets Sonoma County's and CFMG's expectations. The Mental Health Director/ Manager holds responsibilities as administrator, attending to administrative issues and duties as they arise, interfacing with jail administration staff as needed. The Mental Health Program Director/ Manager will minimally hold a clinical case load and will serve as a consult/clinician



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for advanced or difficult to manage cases. He/she is also on-call 24/7, and will support the MHPs and Psychiatrists in servicing the behavioral health needs of inmates in the MADF and NCDF. The Behavioral health Manager/ Director communicates and reports daily to the Medical Program Manager, and communicates on a regular basis with all behavioral health, Psychiatric and nursing staff. Responsibilities include but are not limited to:

- Oversight and management of all Behavioral health/ ROC Programs and its policies and procedures as dictated by CFMG and the facility
- Management of all clinician schedules
- Oversight and management of Clinician/ Counselor personnel. Assists in provision of training, guidance and accountability for each personnel as it pertains to adherence to facility and company expectations
- When not present, collaborates with the Program Manager to organize and manage clinician activities for each shift
- Manages production of work by all clinicians
- Reports to and communicates with the Program Manager on a daily or routine basis
- Works with all CFMG program management staff to accomplish program goals and expectations as set forth by CFMG and the Facility
- Ensures that all coverage needs, gaps, etc. and all counselor contractual hours are being met
- Holds all Clinicians/ Counselors accountable for their schedules, personal time off, and work
- Has complete knowledge of the duties and ability to perform duties expected of a Clinician/ Counselor
- Must be on-call during off –site hours and in times of need, or an emergency, must respond within one hour of the crisis call

Psychiatrist (M.D.): The Psychiatrist is a licensed board-certified Physician who will provide onsite coverage each week according to the facility's needs or scheduling requests. The Psychiatrist is responsible for all psychotropic medication needs and will also be on-call 24/7 when not onsite. Duties include:

- Serve as the Clinical Authority of the Sonoma County Detention Facilities Behavioral Health and Psychiatric Programs
- Review of psychiatric treatment history, psychiatric evaluation and diagnosis of psychiatric disorders using the Diagnostic and Statistical Manual of Mental Disorders- IV TR or V criteria



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- Treatment of acute and chronic psychiatric disorders (including side effects from medications) following community standards of care and prevention of psychiatric deterioration in the facility
- Outpatient and inpatient psychiatric care and use of outside psychiatric care facility when clinically appropriate.
- Individualized treatment plans developed and implemented by a multidisciplinary treatment team including medical, behavioral health, and security staff.
- Review of treatment history and prescribing psychotropic medications when clinically appropriate.
- Ordering and the application of therapeutic restraints, therapeutic seclusion, and involuntary medications when clinically appropriate, and using less restrictive treatment alternatives as soon as possible
- Assisting the facility in providing standard of care treatment that is the most therapeutically effective for the patient but also the most cost efficient

Psychiatric Nurse Practitioner/ Physician Assistant: The Psychiatric NP/PA is an Advanced Practice Registered Nurse or certified Physician Assistant with training in the provision of primary behavioral healthcare. This individual will provide onsite coverage each week according to facility needs or scheduling requests. He/she will be responsible for assisting with all psychotropic medication needs and will also be on-call, as needed. Under the direction and supervision of the Psychiatrist, the Psychiatric NP/PA will assist in:

- Evaluating, diagnosing, and treatment of acute and chronic psychiatric disorders utilizing DSM-IV TR or V criteria
- Identification and treatment of side effects stemming from certain psychotropic medications
- Providing outpatient and inpatient psychiatric care
- Providing crisis management care
- Participating in treatment planning if necessary
- Reviewing history /records and prescribing medications as necessary for the purpose of renewing or initiating medications

Mental Health Clinician/Mental Health Clinician-Intake (LMFT/LCSW/ LPC): The Mental Health Clinicians are Licensed Marriage and Family Therapists, Licensed Clinical Social Workers, or Licensed Professional Counselors, who will provide onsite coverage each week according to facility needs or scheduling requests. CFMG will ensure coverage is in compliance with MADF and NCDF needs for Intake/Booking, General Population, Behavioral Health Unit, Special Management Units, and future BHHU areas. On-call schedules will be determined upon arrival and CFMG will ensure coverage is adequate



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during demand times. MHPs will be responsible primarily for behavioral health assessments, thorough evaluations, crisis intervention, suicide prevention, segregation rounds, 1:1 supportive contact or individual therapy, group therapy, discharge planning and other required treatment services. Duties include, but are not limited to:

- Conducting behavioral health screening and evaluations upon intake
- Addressing non-emergency behavioral health requests
- Addressing emergency behavioral health requests or crises, including, but not limited to, suicide prevention
- Providing evidence based treatment services, support therapies, and educational tools to meet the behavioral health and substance abuse needs of all inmates
- Providing treatment and discharge planning
- Attending and conducting weekly multidisciplinary treatment team meetings.
- Completing Segregation and Close Observation rounds
- Other relevant duties as assigned

Substance Abuse/ AODA Counselor (LMFT/ LCSW): The Substance Abuse Counselor is certified in drug and alcohol addiction therapy and is licensed to provide substance abuse counseling. He/she will provide onsite coverage each week according to the facility needs or scheduling requests. The Substance Abuse Counselor will provide treatment to individuals with behavioral health, emotional or substance abuse challenges, including those addicted to alcohol and other drugs. He/she will assist the inmate and educate them on the mechanics or skills to deal with their addiction. Services include:

- Conducting individual therapy support and substance abuse group therapies
- Implementing necessary strategies to curb the practices of the substance abuse
- Working in coordination with other behavioral healthcare staff to address the inmate's behavioral health and substance abuse needs

Discharge Planner/ Reintegration Specialist (SW): The Discharge Planner or Reintegration Specialist is an unlicensed Social Worker specializing in pre-release or post-release case management. He/ she will assist in the coordination of community services for each MADF inmate and is responsible for the assessment of all inmates' discharge planning needs. He/she will assist in the implementation of re-entry care plans and provide ongoing support to all inmates in the areas of community behavioral health resources, substance abuse treatment, housing, employment, social relationships, and other relevant needs. Duties include (but are not limited to):

- Discharge planning for all inmates on the behavioral health caseload



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- Provision of case management services
- Pre-release and post-release interviews
- Contact with agency resources prior to release; contact with case manager/clinician/liaison working with inmate in the community
- Ensure scripts for medications are received upon discharge; provision of resources to obtain scripts or medications
- Coordination of medical benefits, social security, and other such services
- Coordination of outside behavioral health or substance abuse services
- Coordination of housing placement
- Provide relevant clinical information and data for quality initiative purposes

The Discharge Planner/Reintegration Specialist will also conduct groups and educational sessions on topics pertaining to: Life Skills, Job Skills and Parenting Skills.

Mental Health Clerk: The Mental Health Clerk is an administrative assistant focused on providing administrative and clerical support for the MADF and NCDF Mental Health Program. He/she will collaborate with the Mental Health Program Manager and Medical Program Manager in supporting the clerical needs of the behavioral health program. Duties include (but are not limited to):

- Support with all office, clerical and administrative work
- Support with program admission and discharge paperwork
- Support with patient scheduling, preparing patient treatment charts, and updating patient information

NCDF PROPOSED BEHAVIORAL HEALTH STAFFING

Position	Hours/ Wk	FTE
Psychiatric NP/PA	8	0.2
Mental Health Clinician	24	0.6

Position Descriptions

Psychiatric Nurse Practitioner/ Physician Assistant: The Psychiatric NP/PA is an Advanced Practice Registered Nurse or certified Physician Assistant with training in the provision of primary behavioral healthcare. This individual will provide 8 hours a week of coverage for the NCDF to address psychotropic medication needs including:

- Identification and treatment of side effects stemming from certain psychotropic medications
- Providing outpatient psychiatric care
- Providing crisis management care



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- Reviewing history /records and prescribing medications as necessary for the purpose of renewing or initiating medications

Mental Health Clinician (LMFT/LCSW/ LPC): This Mental Health Clinician or Professional is a Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, or Licensed Professional Counselor, who will provide coverage 3 (8 hour) days a week at the NCDF. This Clinician will be available to provide behavioral health assessments, 1:1 supportive contact or individual therapy, group therapy, and other therapeutic services as needed, Duties include:

- Addressing non-emergency behavioral health requests
- Addressing emergency behavioral health requests or crises, including, but not limited to, suicide prevention
- Enhancing evidence based group treatments, support therapies and educational learning opportunities to include re-entry group sessions: Life Skills, Job Skills and Parenting Skills (please see section 1.8 “Programming.”)

~~BHHU PROPOSED BEHAVIORAL HEALTH STAFFING~~

Position	Hours/ Wk	FTE
Psychiatrist	8	0.2
Mental Health Clinician	40	1.0
Discharge Planner/ Reintegration Specialist	24	0.6

Position Descriptions

~~**Psychiatrist (M.D.):** This Psychiatrist is a licensed board-certified Physician who will be dedicated to the Behavioral Health Housing Unit population one day each week. Services include:~~

- ~~• Review of psychiatric treatment history, psychiatric evaluation and diagnosis of psychiatric disorders using the Diagnostic and Statistical Manual of Mental Disorders- IV TR or V criteria~~
- ~~• Treatment of acute and chronic psychiatric disorders (including side effects from medications) following community standards of care and prevention of psychiatric deterioration in the facility.~~
- ~~• Outpatient and inpatient psychiatric care and use of outside psychiatric care facility when clinically appropriate.~~
- ~~• Individualized treatment plans developed and implemented by a multidisciplinary treatment team, medical staff, behavioral health staff, and security staff.~~
- ~~• Ordering and the application of therapeutic restraints and therapeutic seclusion when clinically appropriate and using less restrictive treatment alternatives as soon as possible.~~



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- ~~Assisting the facility in providing standard of care treatment that is the most therapeutically effective for the patient but also the most cost efficient~~

~~**Mental Health Clinician (LMFT/LCSW/ LPC):** This Mental Health Clinician (MHC) or Professional (MHP) is a Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, or Licensed Professional Counselor, who will be a full time clinician serving and dedicated to the BHHU only. Duties include:~~

- ~~Intensive Programming that includes: Group Therapy Treatments, Individual and Support Therapies, Psychoeducational Groups, and Socialization Groups (please see section 1.8 "Programming.")~~
- ~~Addressing routine behavioral health requests~~
- ~~Addressing emergency or crisis situations~~
- ~~Developing individual treatment plans with the multidisciplinary team as needed.~~

~~**Discharge Planner/ Reintegration Specialist (SW):** The Discharge Planner or Reintegration Specialist is an unlicensed Social Worker specializing in pre-release or post-release case management. He/ she will provide 24 hours of services to the BHHU each week. Duties include:~~

- ~~Provision of case management services~~
- ~~Pre-release and post-release interviews~~
- ~~Contact with agency resources prior to release; contact with case manager/clinician/liaison working with inmate in the community~~
- ~~Ensure scripts for medications are received upon discharge; provision of resources to obtain scripts or medications~~
- ~~Coordination of medical benefits, social security, and other such services~~
- ~~Coordination of outside behavioral health or substance abuse services~~
- ~~Coordination of housing placement~~
- ~~Conducting groups and educational sessions on topics pertaining to: Life Skills, Job Skills and Parenting Skills~~

1370 FELONY RESTORATION TO COMPETENCY PROGRAM PROPOSED STAFFING

Position	Hours/ Wk	FTE
Forensic Psychiatrist	24	0.6
Forensic Psychologist	30	.75
Mental Health Clinician	30	.75
Competency Trainer	40	1.0
Administrative Assistant	32	.80

****Note: CFMG Medical/ Nursing staff will also be used for support as needed.**



Position Descriptions

Forensic Psychiatrist (M.D.): The Forensic Psychiatrist specializes in Forensic or Correctional Psychiatry. He/ she will provide onsite coverage each week according to the program needs or scheduling requests. All patients in the program will be under the Forensic Psychiatrist's clinical authority. He/she will serve as the treatment team leader and will primarily be responsible for medication prescribing, management, stabilization and monitoring. In addition, the Forensic Psychiatrist will lead the treatment team in weekly meetings and discussions on the inmate's progress, as well as, report writing and review. The Forensic Psychiatrist will primarily be responsible for providing 30, 90-day progress summaries and declaration of competence to the courts. The Forensic Psychiatrist will also make court appearances, attend court proceedings and provide testimonies, if needed.

Forensic Psychologist (Ph.D. or Psy.D): The Forensic Psychologist specializes in Forensic or Correctional Behavioral Health. The Forensic Psychologist is primarily responsible for the competency assessment and plan upon an inmate's admission to the program. The Forensic Psychologist monitors and oversees the evaluations of all inmates entering into the program and will create a "restoration plan" including Psychometrics or Psychological Testing to rule out cognitive or psychiatric impairments, and malingering. The Forensic Psychologist will ensure that each patient has a treatment regimen tailored to his/her needs and that deficiencies identified from the competency assessment are listed and addressed by specific treatment interventions. The Forensic Psychologist will also assist in providing updates to the court (if needed) as well as testimonies.

Competency Trainer (LSW): The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, as well as, helping the inmate understand his/her own legal situation. He/she will provide training, learning and education in a multimodal format, utilizing discussions, reading, video, and role-playing. The Competency Trainer will facilitate experiential methods such as "mock trial" exercises for the inmate with the involvement of the entire treatment team. Educational components for the program include (but are not limited to): Charges, severity of charges, sentencing, pleas, plea bargaining, roles of courtroom personnel, adversarial nature of the trial process, evaluating evidence, etc. Additional remedial and simplified cognitive techniques are also provided for IST's with specific cognitive or knowledge deficits.

Mental Health Clinician/ Counselor (LMFT/ LCSW/ LPC): The Counselor is responsible for 1:1 supportive or individual therapy, and group therapy sessions. The Counselor meets the patient for 1-2 hours/ wk for individual therapy sessions focused on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process. The Counselor also offers 4 group therapy sessions a week.



Administrative Assistant: This clerical position will be responsible for management of all paperwork, reports, and summaries that may be requested as part of the inmate's participation in the program and/or legal proceedings. The Administrative Assistant also serves as a liaison between the courts and the program.

1370 MISDEMEANOR RESTORATION TO COMPETENCY PROGRAM PROPOSED STAFFING

Position	Hours/ Wk	FTE
Competency Trainer	32	0.8
Mental Health Clinician/ Counselor	10	.25

****Note: 1370 Felony program staff and base program staff will be used for additional service support for the 1370 Misdemeanor program. Psychiatric staff, for example, will be used to support medication prescribing and stabilization. 1370 Misdemeanor patients are also able to attend group sessions held by base program Clinicians. Additionally, if needed, base program Clinicians will provide individual therapy sessions to 1370 Misdemeanor patients.**

Position Descriptions

Competency Trainer (LSW): The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, as well as, helping the inmate understand his/her own legal situation. He/she will provide training, learning and education in a multimodal format, utilizing discussions, reading, video, and role-playing. He/she will facilitate experiential methods such as "mock trial" exercises for the inmate with the involvement of the entire treatment team. Educational components for the program include (but are not limited to): Charges, severity of charges, sentencing, pleas, plea bargaining, roles of courtroom personnel, adversarial nature of the trial process, evaluating evidence, etc. Additional remedial and simplified cognitive techniques are also provided for IST's with specific knowledge deficits.

Mental Health Clinician/ Counselor (LMFT/ LCSW/ LPC): The Counselor is responsible for 1:1 supportive or individual therapy, and group therapy sessions. The Counselor meets the patient for individual therapy sessions focused on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process. The Counselor also offers several group therapy sessions a week.



2.2 Contract Administrator – Staffing plans should describe how contract administration will be handled and the FTE commitment to contract administration and BHS management.

Confirmed. CFMG has several managers dedicated to contract administration and ensuring all behavioral health programs are compliant with Sonoma County and contract expectations.

CFMG has dedicated 1.0 FTE Mental Health Program Director/ Manager who will be a high level, seasoned Clinician (Licensed Psychologist), with strong administrative and correctional experience. He/she will be responsible for providing administrative and clinical oversight to the behavioral health and 1370 Restoration to Competency programs in the MADF and NCDF. This position is responsible for staff coverage and scheduling, on-call scheduling, assigning responsibilities, ensuring the delivery of services are appropriate and efficient, and ensuring all programs are operating at the level that mutually meets Sonoma County and CFMG's expectations. He/she communicates and reports daily to the Medical Program Manager, and communicates on a regular basis with John Eby, Regional Director, Mental Health Services.

CFMG's management of the behavioral health contract will be streamlined and routed to our existing Program Manager. CFMG's Program Manager, Debra Kolman will hold overall accountability and responsibility for both Medical and Behavioral Health Operations and Contractual requirements. Behavior Health Services will fall under Ms. Kolman's purview with the Mental Health Program Director / Manager reporting directly to her. Similar to the medical contract, Debra will report directly to Yvonne Maxfield, CFMG's Operations Director, for any behavioral health services or contractual issues that may arise.

CFMG believes that by having both Medical and Behavioral Health services provided by CFMG, significant operational and cost efficiencies can be achieved. Additionally, having one company manage all medical and mental health services will lead to increased consistency, communication, and continuity of care.

2.3 Re-entry Services – Indicate your organization's ability to provide staff to assist with inmate re-entry support (refer to Section 1.18).

Confirmed. Please see CFMG response to section 1.18 “**Case Management/ Discharge Planning**” and 1.19 “**Aftercare/Release Planning.**”



2.4 **Staffing Schedule** – Describe how each staff member identified in Item 2.1 above will be assigned to provide coverage at both facilities. Include a 24 hour, 7-day staffing plan. Explain how vacant shifts are filled. Plans need to address how relief (coverage for sick, vacation) will be provided.

SONOMA MADF STAFFING PLAN

Staffing Plan - Main Adult Detention Facility (ADP 736)										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Psychiatrist			8.00	8.00	8.00	8.00	8.00	40.00	1.00	MADF
Psychiatric NP/PA	8.00	8.00	8.00					24.00	0.60	MADF
Mental Health Program Director		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Mental Health Clinician	16.00	24.00	16.00	24.00	16.00	24.00	16.00	136.00	3.40	MADF
Mental Health Clinician- Intake	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	MADF
Substance Abuse Counselor		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Discharge Planner/Reintegration Specialist		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Clerk		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Evening Shift										
Mental Health Clinician	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80	MADF
Night Shift										
Mental Health Clinician	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	MADF
Totals								584.00	14.60	

Sonoma MADF Coverage Plan:

Mental Health Services Oversight and Management. For MADF and NCDF behavioral health services programs, one (1) FTE Mental Health Program Manager/ Director will be present on-site, Monday to Friday from 8am to 5pm. This Manager will provide oversight, management and support to all behavioral health and Psychiatric services delivered to the inmates at both MADF and NCDF. The Mental Health Program Manager will be on-call 24/7 and will respond on-call to emergencies within 1 hour.

Psychiatric Services Coverage. Psychiatric prescribing and monitoring will be covered 24/7 through on-site and on-call services. A Psychiatric prescriber will be on-site 7 days a week during day shift. A Psychiatric NP or PA will provide coverage from 8am- 5pm Sunday to Tuesday, and a Psychiatrist will provide coverage from 8am-5pm Tuesday to Saturday. Eight hours of psychiatric prescriber hours are available on-site every day of the week with the exception of Tuesdays, when 16 hours of psychiatric prescriber hours are available. When the Psychiatrist or Psychiatric NP/PA are not on-site, they will be on-call and available to respond to emergencies or crisis situations within one (1) hour.

General Mental Health Services Coverage. For the MADF facility, mental health services will be covered on-site 24/7 by 7.6 FTE Mental Health Clinicians. On day shift, at least 2 Clinicians will be on-site 7 days a week. For Monday, Wednesday, and Fridays (on day



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shift), an additional Clinician will be present to assist with group treatment programming for acute and non-acute behavioral health inmates. These clinicians will hold 8 hour shifts and will be onsite from 7am-3 pm. For evening shift, at least 2 Clinicians will be on-site 7 days a week. For night shift, 1 Clinician will be onsite 7 days a week. Both evening and night shift Clinicians will hold 8 hour shifts, with the evening clinicians scheduled from 3 pm to 11pm, and night Clinicians scheduled from 11pm to 7am. These clinicians will not be on-call and will attend to all emergencies and crises 24/7 on-site.

In addition to programming services provided by the general Mental Health Clinicians, CFMG has dedicated one (1) FTE Substance Abuse Counselor and (1) FTE Discharge Planner/Reintegration Specialist to serve the substance abuse and re-entry needs of the behavioral health population at MADF. The Substance Abuse Counselor will be on-site 5 days a week, Monday to Friday from 8 am to 5 pm. The Discharge Planner/Reintegration Specialist will also be on-site 5 days a week, Monday to Friday from 8am to 5pm.

MADF Intake. For the MADF Intake area, 1.4 FTE Intake Mental Health Clinicians are assigned to cover intake assessments for all newly admitted inmates. These Clinicians will be on-site 7 days a week from 8 am to 5pm. Any new admissions requiring a behavioral health intake assessment during evening and night shift will be covered by the evening and night Behavioral Health Clinicians.

Support Staff. CFMG has dedicated one (1) FTE Clerk or Administrative Assistant staff to support the program at MADF. This support staff will be on-site 5 days a week, Monday to Friday from 8am to 5pm.

SONOMA – NCDF STAFFING PLAN

Sonoma County, CA Behavioral Health Staffing Plan - North County Detention Facility (ADP 346)										
Position	Scheduled Hours						Total Hours	FTEs	Facility	
	SUN	MON	TUE	WED	THU	FRI				SAT
Day Shift										
Psychiatric NP/PA				8.00				8.00	0.20	NCDF
Mental Health Clinician		8.00		8.00			8.00	24.00	0.60	NCDF
Totals								32.00	0.80	

Sonoma NCDF Coverage Plan:

The Sonoma NCDF behavioral health program services will be overseen by the MADF Mental Health Program Manager. Services at the NCDF will include psychiatric care delivered by a Psychiatric NP/PA who will be on-site 1 weekday a week for 8 hours. CFMG wants to enhance programming at this site and has dedicated 24 hours of a Mental Health Clinician to provide group therapies, support therapies and Psychoeducational sessions. This Mental Health Clinician will be on-site Monday, Wednesday, and Friday from 8am to 5pm. If any psychiatric emergencies arise that need higher level care or additional resources, these emergencies will be handled by MADF medical and behavioral health staff.



Vacation/Sick Coverage

As Sonoma County is aware, unlike many of our competitors, for 33 years we have built a **Relief Factor** into our planning and staff budgets. **Leave no shift unfilled** is one of our core principles, reflecting a commitment to **never** leave a position vacant when a member of our team is sick, on vacation, in training or otherwise absent. We build a solid, qualified PRN pool so that we rarely have to rely on temporary agency staffing to cover vacations, staff training, or unplanned absences. While we have often entered new contracts where agency staffing has been the norm, we almost never use temporary agency staffing on an ongoing basis.

2.5 Meetings, Committees, Internal Review – It is expected that Contractor will assign a qualified professional to attend and participate in regular medical and BHS committee meetings and other administrative meetings as requested. The objective of the committee will be to assure quality health care is accessible to all inmates. Attendance at meetings shall include participation of BH staff to report on issues of concern and cooperate on an ongoing basis with designated representatives. Contractor shall collaborate and participate in meetings, committees, and audits, and will be responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. Contractor shall also participate, as requested, on SCSO committees related to inmate behavioral/medical healthcare, including providing service information and statistics.

Confirmed. Debra Kolman will hold overall administrative responsibility for health care services, including the daily coordination of services, monitoring on-site and off-site health care services to insure the quality, appropriateness and timeliness of care, as well as overseeing the recruitment of nursing personnel. Ms. Kolman will prepare monthly reports and behavioral health program statistics, and continuously reviews the healthcare program to ensure compliance with CFMG policies, Title 15, IMQ and NCCHC requirements and community standards.

Ms. Kolman will facilitate coordination of services for both medical and behavioral health and will ensure that there is collaboration between medical, behavioral health and custody. Ms. Kolman will also participate in multi-disciplinary meetings to ensure that special needs inmates are identified and treatment and follow up is initiated as needed. The Mental Health Program Manager/ Director will also accompany Ms. Kolman in these meetings.

Ms. Kolman will be the liaison with the Sheriff's Department regarding the delivery of health and behavioral healthcare services. Ms. Kolman has an intimate understanding of Sonoma County's healthcare requirements and promotes a hands-on approach to management.



2.6 **BHHU** – Please indicate the number and type of staff needed to provide enhanced programming to approximately 60 non-acute behavioral health inmates.

SONOMA – BHHU STAFFING PLAN

Sonoma County, CA Behavioral Health Staffing Plan - BHHU (ADP 60)										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Psychiatrist				8:00				8:00	0.20	BHHU
Mental Health Clinician		8:00	8:00	8:00	8:00	8:00		40:00	1.00	BHHU
Discharge Planner/Reintegration Specialist			8:00	8:00	8:00			24:00	0.60	BHHU
Totals								72:00	1.80	

Sonoma BHHU Coverage Plan:

The Sonoma County BHHU Program services will also be overseen by the MADF Mental Health Program Director. When this unit is up and running, CFMG will dedicate 1 FTE Mental Health Clinician and 24 hours of a Discharge Planner/Reintegration Specialist to provide intensive programming to this unit. The 60 non-acute behavioral health inmates in this unit will receive both individual and group treatment programs 5 days a week, Monday through Friday from the Mental Health Clinician, and 3 days a week (Tuesday, Wednesday, and Thursday) of reintegration services by the Discharge Planner/Reintegration Specialist. Additionally, 8 hours a week of a Psychiatrist will be dedicated to this unit to cover psychiatric medication needs.

Please also see responses for sections: 1.17 "BHHU" and 2.1 "Staff Role."

2.7 **1370 Misdemeanor Restoration to Competency Program** – Please indicate the number and type of staff needed to provide restoration services (refer to workload in Section 1.1.3 and Item 1.16 in Section 2 above).

SONOMA – 1370 MISDEMEANOR RESTORATION TO COMPETENCY PROGRAM STAFFING PLAN

Sonoma County, CA Behavioral Health Staffing Plan - 1370 Misdemeanor Restoration to Competency Program										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Mental Health Clinician			8:00		2:00			10:00	0.25	1370 M
Competency Trainer		8:00	8:00	8:00	8:00			32:00	0.80	1370 M
Totals								42:00	1.05	



Sonoma 1370 Misdemeanor Restoration to Competency Coverage Plan

The 1370 Misdemeanor program is supported by the 1370 Felony program described below in section 2.8. 1370 Misdemeanor patients are given counseling and competency training by a .25 FTE (10 hours/week) Mental Health Clinician, 2 days a week (8 hours Tuesday, 2 hours Thursday), and a 0.8 FTE (32 hours/week) Competency Trainer, 4 days a week for 8 hours each day. 1370 Felony program staff and base program staff will be used for additional service support for the 1370 Misdemeanor program. Psychiatric staff, for example, will be used to support medication prescribing and stabilization. 1370 Misdemeanor patients are also able to attend group sessions held by base program clinicians. Additionally, if needed, base program clinicians will provide individual therapy sessions to 1370 Misdemeanor patients.

The 1370 Misdemeanor program will operate primarily on day shift during business hours (8am to 5 pm) Monday to Friday. No staff member on the 1370 Misdemeanor program will be on-call. If emergencies arise with a 1370 Misdemeanor patient, these are handled through the base program psychiatric staff.

Please also see responses for sections: 1.16 "1370 Misdemeanor Program" and 2.1 "Staff Role."

2.8 1370 Felony Restoration to Competency Program – The County has plans to implement an in-house program for the provision of restoration of competency treatment services for individuals found by the courts to be Incompetent to Stand Trial (IST). The program is being designed for 10 inmates. Please indicate whether your firm will be able to provide these services and the number and type of staff needed to facilitate this program.

CFMG's program structure for Restoration to Competency Services for the Sonoma County Felony IST inmates is designed to provide intensive restorative treatment, using vigorous and targeted interventions which focus on: Objective competency assessment upon admission; Aggressive medication and management of symptoms; management of the mental disorder; Individualized treatment plan addressing areas of therapeutic intervention; Multi-modal, experiential and remedial training modules; Assessment of Competency using evidence-based tools; and reporting deliverables to the court. CFMG's goal is to improve the level of cognitive functioning of those inmates whose return to court is hindered by an inability to comprehend basic legal proceedings and an inability to assist in their own defense.

CFMG believes that implementing a jail-based 1370 Felony Restoration to Competency program in Sonoma County will be beneficial in the following ways:

- Benefits to the inmate
 - Significantly reduces delays in treatment
 - More prompt provision of due process



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- Continuity of medical, behavioral health, and milieu care in the jail (in the context of competency)
- Continuity of social support due to proximity to family and friends
- Benefits to the County
 - Convenience due to program in one location.
 - Savings from reduced cost for transportation, reduced cost from long waits for hospital beds, reduced cost from increase length of State admission time and length of stay.
 - Reduced strain in managing behavioral outbursts due to virtually no admission delays.

CFMG's hands-on Forensic Treatment Team experts have designed an evidence-based program tailored specifically to the Sonoma County Felony IST inmates. CFMG's 1370 Felony model has been shown to have a 94% restoration rate and an average restoration time of 30 to less than 90 days. Our experts will be responsible for implementing, managing and monitoring this jail-based 1370 Felony program in the Sonoma County Detention Facilities:

Taylor Fithian, MD- CFMG Chief of Behavioral Health Services: Dr. Taylor Fithian is board certified in Psychiatry and board eligible in Emergency Medicine. He has over 31 years of correctional and forensic experience in jails, providing psychiatric management and direct care to over 14,000 inmates. He has conducted well over a thousand competency evaluations in more than 10 counties in California. He is a designated expert in both state and federal courts and has testified on the constitutional rights of incarcerated individuals throughout our country. He has helped defend county jails and state and federal prisons in CA, NY, TX, NV, MN, WY, and AZ against claims of deliberate indifference. He continues to provide direct patient care in CA, NM, and Oregon. Currently, Dr. Fithian is in the process of developing Restoration to Competency Program solutions for identified counties in CA.

J. Holden, Ph.D., CFMG Behavioral Health Clinical Consultant Team Member: Dr. J. Holden is a California licensed psychologist. He is a published researcher, Diplomate of the American College of Forensic Examiners, Diplomate of the American Psychotherapy Association, and Board Certified Behavior Analyst. Dr. Holden has 46 years of experience as a mental health professional, 21 years of performing forensic evaluations, and 7 years of developing and administering community- and jail-based competency training programs for both Intellectually/Developmentally Disabled (IDD) and Seriously Mentally Ill (SMI) criminal defendants. Dr. Holden studied competency training and was trained and supervised by Chris White, the developer of the first competency training curriculum for IDD defendants at California's Porterville Developmental Center. Dr. Holden is the developer of "The Mendocino Method" of jail-based competency training which has been implemented in community settings since 2009 and at the Mendocino County jail since early 2014. The jail-based program for SMI misdemeanor defendants achieved an 83%



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competency restoration rate for participants in its first two years, with an average restoration time of 42 days from referral to report, saved taxpayers over \$2 million, and saved SMI defendants over 5,000 days of locked confinement due to lack of trial competency. Dr. Holden has made invited presentations of "The Mendocino Method" to the National Association of Dually Diagnosed, and to the Criminal Justice Committee and the Small Counties Strategic Planning Committee of the California Behavioral Health Directors Association. He is scheduled to make an invited presentation at the annual conference of the Forensic Mental Health Association of California in March of 2017.

Elizabeth Falcon, Psy.D. | CFMG Behavioral Health Clinical Consultant Team

Member: Dr. Elizabeth Falcon is a Correctional and Forensic Psychologist specializing in Program Strategy, Direction, Development, Implementation and Monitoring of programs for prison and jails including: MH Services, SA Services, Reentry and Reintegration, Jail Diversion, Competency Evaluation Programs, and Restoration of Competency. Dr. Falcon has over 16 years of correctional mental health and behavioral health care experience in both the clinical and administrative sectors, and has developed, implemented and managed jail behavioral health programs (including Restoration to Competency Programs) in over 24 states totaling over 200 facilities. Dr. Falcon has developed and operated Restoration of Competency Programs for jails in California, Arizona and Texas.

John Eby | Regional Director, Mental Health Services: John brings over 25 years of experience in the field as a Correctional Mental Health Professional. In John's capacity, he will provide management, oversight and direct clinical consultation to the Sonoma County Behavioral Health Program and all Clinicians. John is a dedicated, hands-on manager whose function ultimately is to work closely with Facility Administration, the Program Manager, and on-site behavioral health staff to assist with ensuring success for our behavioral health programs. John will start-up, manage and monitor Sonoma County's behavioral health programs including: Monitoring progress and provision of quality assurance checks for behavioral health operations, group programming, training for all health, behavioral health and security staff, and collaboration with community partners and other stakeholders.



PROGRAM OVERVIEW

SONOMA – 1370 FELONY RESTORATION TO COMPETENCY PROGRAM STAFFING PLAN

Sonoma County, CA Behavioral Health										
Staffing Plan - 1370 Felony Restoration to Competency Program										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Forensic Psychiatrist		8.00		8.00		8.00		24.00	0.60	1370 F
Forensic Psychologist		10.00		10.00		10.00		30.00	0.75	1370 F
Mental Health Clinician		8.00		8.00	6.00	8.00		30.00	0.75	1370 F
Competency Trainer		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1370 F
Administrative Assistant		8.00	8.00	8.00	8.00			32.00	0.80	1370 F
RN	Will use CFMG medical staff, as needed							0.00	0.00	1370 F
Totals								156.00	3.90	

Sonoma 1370 Felony Restoration to Competency Coverage Plan:

The 1370 Felony program is covered by mostly part-time staff who are scheduled on day shift. The Forensic Psychiatrist will be on-site Monday, Wednesday and Friday for 8 hours each day. The Forensic Psychologist is on site Monday, Wednesday, and Friday for 10 hours each day. The Mental Health Clinician is on-site Monday, Wednesday and Friday for 8 hours each day, plus 6 hours on Thursday. The 1.0 FTE Competency Trainer is on-site Monday to Friday for 8 hours each day, and the Administrative Assistant is onsite Monday thru Thursday for 8 hours each day.

CFMG's 1370 Felony program will operate primarily on day shift during business hours (8am to 5 pm) Monday to Friday. No staff member on the 1370 Felony program will be on-call. If emergencies arise with a 1370 Felony patient, these are handled through the base program psychiatric staff.

Staffing Description. The treatment team staffing requirements are based on the number of available beds open for referral of 1370 Felony inmates at any given point to the program. CFMG's 1370 Felony program is designed for a "milieu" (group) setting model, ideal for Sonoma County's plan to designate a separate unit to hold 1370 Felony inmates.

The number of hours for each position is determined based on the baseline number of practitioner hours required to intensively treat 0-10 1370 Felony inmates. All staff will be local, appropriately licensed, experienced and/or trained, and will be expected to provide services according to assigned hours on-site at the jail location. Each practitioner has a role, responsibility and function as part of the team:

Forensic Psychiatrist (M.D.): All patients in the program will be under the Forensic Psychiatrist's clinical authority. The Forensic Psychiatrist serves as the treatment team leader and will primarily be responsible for medication prescribing, management, stabilization and monitoring. In addition, he/she will lead the treatment team in



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weekly meetings and discussions on the inmate's progress, as well as, report writing and review. The Forensic Psychiatrist will primarily be responsible for providing 30, 60, 90-day progress summaries and declaration of competence to the courts. The Forensic Psychiatrist will also make court appearances, attend court proceedings and provide testimonies, if needed.

Forensic Psychologist (Ph.D. or Psy.D.): The Forensic Psychologist is primarily responsible for the psychological evaluation, competency assessment, psychometric testing, screening, and restoration plan for all inmates entering the program. The Psychologist creates a "restoration plan" including conducting Psychometrics or Psychological Testing to rule out cognitive or psychiatric impairments, and malingering. The Psychologist will ensure that each patient has a treatment regimen tailored to his/her needs and that deficiencies identified from the competency assessment are listed and addressed by specific treatment interventions. The Psychologist will also assist in providing updates to the court (if needed) as well as testimonies.

Competency Trainer (LSW): The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, as well as, helping the inmate understand his/her own legal situation. The Competency Trainer will provide training, learning and education in a multimodal format, utilizing discussions, reading, video, and role-playing. He/she will facilitate experiential methods such as "mock trial" exercises for the inmate with the involvement of the entire treatment team. Additional remedial and simplified cognitive techniques are also provided for IST's with specific knowledge deficits.

Mental Health Clinician/ Counselor (LMFT/ LCSW/ LPC): The Counselor is responsible for 1:1 supportive or individual therapy, and group therapy. The Counselor meets the patient for 1-2 sessions weekly for at least 1 hour each session. Sessions are focused on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process. The Counselor also offers 4 group therapy sessions a week.

Administrative Assistant: The Administrative Assistant is responsible for management of all paperwork, reports, and summaries that may be requested as part of the inmate's participation in the 1370 Felony program and/or legal proceedings. The Administrative Assistant also serves as a liaison between the courts and the program. An important function of the Administrative Assistant is to track data deliverables to the County. For example: Total inmates admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; number of malingerers.

Program Description. CFMG's jail-based 1370 Felony program is a treatment intensive, milieu-based model that quickly facilitates competency through intensive



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medication treatment, group and individual therapy. After an inmate has been found incompetent to stand trial he will be referred to participate in the CFMG 1370 Felony program. For each inmate the county wishes to refer to this program, the following information will be requested:

1. Arrest report
2. Competency Evaluation (Independent)
3. Court Order to Restoration to Competency Program
4. History of any assaultive behaviors (before and after incarceration)
5. A summary of charges and classification
6. Past treatment records: medical and behavioral health history
7. Past and present medications
8. Other relevant information

This program allows for "Restoration to Competency Inmates" to be housed as classified, unless otherwise indicated based on the inmate's history of assaultive behaviors and/or current acuity of symptoms (i.e. severe psychosis or severe impulsivity). Upon admission to the program or unit, the inmate will be given a thorough psychological and competency workup by the Forensic Psychologist.

The Forensic Psychologist will administer a battery of tests and develop a Restoration Plan. He/she will conduct an objective competency assessment where specific deficits that resulted in incompetency are identified. These deficits will be individually listed in the patient's treatment plan and will be aggressively targeted throughout the patient's treatment course. The Forensic Psychologist will conduct additional testing if certain cognitive impairments or malingering diagnoses are in question. The psychological work-up includes:

- A clinical interview whereupon psychosocial, psychiatric, legal history information is obtained, and a Mental Status Exam (MSE) is conducted; an assessment of barriers to competency is also conducted.
- Psychological testing using standardized psychological tests; further personality testing using the Psychological Assessment Inventory (PAI); and neuropsychiatric screening for Traumatic Brain Injuries, Dementia, or other Cognitive Deficits, if indicated. Possible tools that may be used: Mini-Cog, Repeatable Battery for the Assessment of Neuropsychological Status (RBANS); Wide Range Achievement Test-4 (WRAT-4).
- An assessment of trial competency; Possible tools that may be used: Competency Assessment to Stand Trial (CAST-MR), Georgia Court Competency Test (GCCT), Evaluation of Competency to Stand Trial (ECST-R), Competency Assessment Instrument-H (CAI-H), Competency Screening Test (CST), Fitness Interview Test (FIT), MacArthur Structured Assessment of Competence- Criminal Defendants (MacSAC-CD), MacArthur Competency Assessment Tool-Criminal



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Adjudication (MacCat-CA), Computer Assisted Determination of Competency to Proceed (CADCOMP)

- Assessment of Malingering; Possible tools that may be used: Miller Forensic Assessment of Symptoms (M-FAST), Structured Interview of Reported Symptoms - 2nd Edition (SIRS-2), Test of Memory Malingering (TOMM); Test of Malingering Incompetency (TOMI); Georgia Atypical Presentation (GAP), Structured Inventory of Malingered Symptoms (SIMS), Inventory of Legal Knowledge (ILK)

Please refer to [Appendix 9](#) for samples of the tests mentioned above.

The inmate will be given a thorough medication evaluation by the Forensic Psychiatrist and will immediately be stabilized on medications as deemed appropriate. If an inmate refuses to take medications, the Forensic Psychiatrist will work with Jail administration to present the inmate's case to the Judge and will subsequently obtain an order for involuntary medications.

IST patients often lack the capacity to give informed consent for treatment. CFMG believes that it's essential that treatment decisions are addressed per local hospital and state law policies. The restoration to competency team will provide strategies to motivate and incentivize patients to adhere to treatment and be compliant with medications.

CFMG believes in immediate medication stabilization so the restoration process is not further delayed. Stabilization through medication will require strict monitoring of side effects and compliance. It is CFMG's belief that the success of any restoration to competency program lies in how well the treatment team can stabilize an inmate on their medications and correspondingly, how well an inmate can then engage in therapeutic tasks. When an inmate is stable and able to engage with his environment or a therapeutic milieu, the inmate can be on his way to being restored.

Milieu Treatment. The ability to house IST inmates in a milieu or group setting is key in facilitating their recovery. The sense of relatedness that can be created in a dorm or group setting satisfies an important psychological need and can promote intrinsic motivation and task engagement. CFMG's Mental Health Clinician will facilitate use of the unit milieu and conduct daily community and group programming. Inmate Socialization Programs will be delivered in the unit to enhance the milieu, develop socialization skills, encourage peer interactions and group exercise. These sessions will provide a safe, supervised setting for social interactions so inmates can learn skills to succeed in the community or open public settings, such as the court room. For some inmates, these interactions diminish the desire to isolate and can help them develop coping skills, improve their communication and cooperation with other inmates or custody staff.

Once an inmate has demonstrated improved behavior and mental status through being programmed and stabilized on psychotropic medications, CFMG's Competency Trainer will work with the inmate utilizing cognitive remedial techniques and other exercises to train and educate the inmate on mainstays of the court process. The



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Trainer will assist the inmate to better able to learn his charges and other legal information through individual or group sessions.

The Competency Trainer will provide educational material presented in a multimodal format using: Discussions, reading material, lectures, individual instructions, role-playing, videos, mock trials, etc. Elements of the defendant's court proceedings will be addressed:

- a) Criminal Charges; Severity of Charges; Felony vs. Misdemeanor
- b) Sentencing
- c) Pleas, Guilty or Not Guilty, Not Guilty by Reason of Insanity; Plea Bargaining
- d) Roles of Courtroom Personnel
- e) Evaluating Evidence
- f) Adversarial Nature of the Trial Process
- g) Court Room Behavior
- h) Assisting Counsel in Conducting a Defense
- i) Probation and Parole

Simultaneously, a counselor meets 2x weekly with the 1370 Felony patient for 1 hour each session. These sessions are focused on developing coping or other therapeutic techniques that may benefit the patient throughout the restoration and court process. Moral Reconciliation Therapy (MRT), an evidence-based cognitive restructuring group therapy will also be delivered to 1370 Felony inmates. MRT is ideal for these patients as treatment curriculums are tailored specifically for the Severely Mentally-Ill inmate. MRT will be part of the 4 group sessions a week that will be provided for this population.

To further reinforce the court process, mock trials are facilitated by the Competency Trainer and conducted involving the treatment team. The patient is periodically reassessed by the treatment team for progress towards restoration. Progress of the interventions are measured and a decision is made to either incorporate further treatment elements or slightly modify the patient's plan. On a weekly basis, the treatment team meets to review progress of patients admitted within their thirty days. They are subsequently reviewed every 14 days thereafter and when the patient is considered to be restored and discharged.

This 1370 Felony model has been proven to have a 94% restoration rate. The course of restoration utilizing this program will average from 30 to less than 90 days with a maximum of 120 days on rare occasions. The goal for this program is to have an average restoration rate of 90-95% in no more than 60-70 days. The treatment team will provide the Court 30, 60 and 90-day summary reports of the inmate's progress and/ or a recommendation for restorability as collaboratively determined by the treatment team and as written and certified by the Forensic Psychiatrist.

Inmates who have been restored to fitness will continue their stay at the facility and will continue medication treatment as prescribed without disruption. They are designated



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as 1370 Felony maintenance inmates and will be managed by CFMG's treatment team through the regular jail medical and behavioral health contract. Medication administration will be the responsibility of CFMG and will also be managed through the regular jail medical and behavioral health contract. With having all medical and behavioral health programs under CFMG's purview, management of 1370 Felony patients from their treatment to their restoration process, will be seamless.

In Summary. CFMG's jail- based 1370 Felony program for Sonoma County will comprise the following:

1. Review of Records: Review of placement report, court report, background information, and other clinical records by the Clinical Social Worker and Psychologist.
2. Admission/ Intake Assessments: Complete interdisciplinary assessments and evaluations by the Psychologist.
3. Targeting Cause of Incompetency: A focus on ability to become fit for trial, barriers to fitness and risk factors are identified through an objective competency assessment, psychological evaluation, psychometric testing; A restoration plan is developed.
4. Clinical Stabilization of Patient: Stabilize mental illness first, improve milieu functioning, reduce and manage patient anxiety; improve understanding of the court process, reinforce understanding of court process.
5. Training and Education: Provision of fitness training/ multimodal education in individual or group format by Trainer.
6. Therapeutic Support: A focus on teaching the patient therapeutic coping skills; build skills through individual and group treatment support; increase psychosocial functioning through milieu therapy; a focus on encouraging medication compliance by the Counselor.
7. Ongoing assessments of clinical stability, cooperation and understanding of the court process. Ongoing reassessments of progress towards competency.
8. Reinforcement of learning through experiential methods such as role play and mock trials.
9. A collaborative team opinion on restorability, led and certified by the Forensic Psychiatrist.
10. Provision of formal fitness evaluations by the Forensic Psychiatrist with assessment of patient's ability to be restored communicated to the courts via fitness reports every 30 days.
11. Provision of data deliverables to the County, such as: Total admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; number of malingerers.



2.9 Transition – Discuss experience in transitions ensure staffing is hired and completes required security clearances within the timeframe needed for a successful transition.

While the blueprint for a successful behavioral healthcare program originates from the program structure design, and our team members provide the framework that makes our program strong, our transition sets the foundation for its success. CFMG believes a smooth, thorough, and complete transition is key to building a successful program. With nearly 1,400 clinical team members in California, CFMG has a presence and reputation in California that allows us to recruit and transition programs easily and efficiently. We recently completed a successful transition in Alameda County's healthcare program, initiating services with approximately 150 FTEs, fully staffed.

CFMG has earned a 100% on-time successful start-up record, because we leave nothing to chance...and we are not about to compromise that now. Our planning begins before contract award to ensure we have the resources available upon contract award. And, we are ready to start the Sonoma Behavioral Health program.

CFMG documents all requests, reviews for immediacy of need or required intervention and prioritizes for the daily schedule. We monitor the timeliness of sick call as part of our continuous quality improvement program.

As Sonoma is aware, we have an engaged corporate management team and support services to facilitate program start-up. We have an unmatched pool of experienced behavioral health team members, management, and operational team members to provide training and consultation to new programs. Our outstanding reputation among healthcare professionals helps us successfully recruit qualified local team members when we assume responsibility for new facilities.

Upon notification of being the successful vendor, we will immediately initiate the Behavioral Health start-up plan, and will include input from the Sheriff's Office and/or the Sonoma County Jail. Our operations group, led by Yvonne Maxfield, Regional Director of Operations, will begin interviewing and our recruiting department will begin the recruitment process for all required positions. We would seek and welcome input from the Sonoma County Jail Administration concerning current employees.

From the first day we assume responsibility for the Behavioral Healthcare in Sonoma County, we will have a transition team of clinical, management and operations people on-site, to work side-by-side with our on-site care team to make sure every member of the team is fully trained on the "CFMG Way."

Your transition will be seamless, organized, timely, and successful, due to a total commitment of our executive team and the local management team we already have in place to support your program. This total commitment from CFMG and our "roll up our sleeves" approach on all levels makes our programs successful and our partnerships real.



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Because of the importance of a seamless and thorough transition, CFMG uses a transition form/checklist, which has proven useful for both the Sonoma County Jail Administration and our team members. As you will note in our transition plan, we are able to customize our transition checklist in accordance to any requirement the County may have to ensure a smooth and seamless transition. As you'll see from our Sample Checklist, we include all of the following transition actions:

- Preparing proposed transition plan;
- Preparing a strategic/operational plan;
- Conducting in-service training to County and Contractor staff;
- Supervision and development of a disease/injury oriented medical record system;
- Developing drug utilization data and evaluating existing inventories;
- Establishing professional contracts with referral facilities;
- Personnel recruitment and hiring;
- Ordering of supplies and equipment;
- Developing both internal and external plans for emergency care;
- Establishing reporting procedures;
- Healthcare records, including electronic medical records software systems;

Transition of services from the current vendor, including, but not limited to pending and future appointments and follow up on care needs for current and active medical and behavioral health cases; and

All applicable licensure requirements shall be met prior to the start of the Contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the Sonoma County Administration during the transition phase.

As your current medical provider, this transition will be smooth. Again, as with our medical program, Sonoma has a direct line to corporate personnel to ensure your program installment meets the needs of the facility and the SCSO.

3. Training

3.1 Describe organization's training practices for all new staff and appropriate continuing in-service training for all staff. All staff shall be trained in their assigned tasks and in the safe handling of equipment.

Our orientation and ongoing training emphasize our obligation to our client, the inmate population, our community, co-workers and other vendors. Our program covers such topics as:



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- Ethical standards
- Facility security issues
- 14-day health assessments
- Advanced clinical provider care
- Emergency care
- TB screening
- Equipment usage
- Code of conduct (including Facility code of conduct)
- Facility-specific procedures
- Chronic care
- Infection control program/OSHA guidelines/blood-borne pathogen policies
- Employee injury/exposure plan
- Inmate release/transfer – off-site referrals
- Conditions of employment
- Drug-free workplace
- Medication management (pill call)
- Infirmary/observation care
- General health care issues (i.e., dietary, laboratory, radiology, etc.)
- Stocking and restocking of medical supplies
- Safety issues
- Organizational / reporting structures
- Receiving screening (Intake health screening)
- Alcohol and drug withdrawal
- Medical records management
- Hepatitis immunization
- Review of medical protocol and issues for pregnant inmates
- CFMG policies and procedures
- IMQ/ACA standards of care
- Suicide prevention and intervention
- Confidentiality of records/HIPAA
- Sexual harassment and PREA
- UM referral process
- Segregation rounds
- Correctional health care and constitutional issues
- Sick call
- Training on specific requirements for federal or ICE detainees
- EMR training, if applicable
- Quality improvement/risk management
- Specific position orientation

CFMG includes, as part of orientation and training, competency testing to determine and demonstrate the staff's understanding of topics covered in training as well as competency testing for required equipment. We also ensure our staff receives annual suicide prevention training. CFMG submits an outline of our training program for the Sonoma County Administration approval.

CFMG keeps complete records of all training, and provides the Detention Administrator with written documentation of orientation within 30 days of completion. No employee



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receives clearance for work or an identification card until orientation is completed. Included in the documentation are the following items:

Ongoing Training: CFMG invests in our employees, setting aside up to two weeks per year for each employee for continuing education. We recognize the value of educated and well-informed health care professionals and simply want our employees to reach their full potential. In addition, we are aware that staff development, through the use of continuing education and training, assures staff remains current in accepted medical procedures, diagnosis and treatment. Continuing education ultimately ensures and/or improves the quality of care. Therefore, we provide our qualified health care professionals with comprehensive, correctional-specific education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.

CFMG provides initial and continuous education training for the Detention staff to support a total, integrated inmate health care program. Our in-service training supports the basic identification of inmates requiring immediate medical attention. It addresses emergencies and emergency prevention.

3.2 Describe your organization's ability to provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:

3.2.1 Development and implementation of training program for review of behavioral/mental protocol and issues for pregnant inmates.

All of CFMG's training meets or exceeds Title 15, IMQ, NCCHC and ACA accreditation standards. Upon award of the Behavioral Health contract, CFMG will design and implement a protocols for behavioral health and issues for pregnant inmates, as requested.

3.2.2 Development and maintenance of a reliable structured program of continuing education that meet or exceed accreditation standards for behavioral/mental health care staff annually, including employees, agents, subcontractors, and service providers.

Confirmed. CFMG will provide Sonoma County a customized Behavioral Health program that meets or exceeds Title 15, IMQ, NCCHC and ACA accreditation standards. We will review this program on an annual basis and update as necessary.

3.3 Describe ability to provide SCSO with a copy of its training program if requested; and the training and accreditation certification for all of its staff, agents, and/or personnel who work in SCSO detention and correction facilities if requested. Indicate the timeframe needed for complying with such requests.



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As CFMG is Sonoma's current medical services provider, the SCSO currently has a copy of our training program. If selected to provide Behavioral Health services, we will provide the County any additional training programs required by these services.

3.4 Describe firm's ability to develop and provide training to SCSO staff pertaining to SCSO staffs' interactions with this inmate population.

CFMG will provide training for the Sonoma County facility staff to support a total inmate health care program. We will assist the facilities in establishing the required training curriculum in accordance with Title 15, IMQ, and NCCHC standards in the area of health care, behavioral healthcare and emergency response.

CFMG provides initial and continuous education training for the facility staff to support a total, integrated inmate healthcare program. Our in-service training supports the basic identification of inmates requiring immediate medical and behavioral health attention. It addresses emergencies and emergency prevention.

We will constantly work with the Sonoma County and Sonoma County Facility Administration to determine critical and appropriate training topics and training schedules. Our training includes classroom instruction and written materials.

Topics for Sonoma County personnel training will include, but will not limited to:

- Suicide prevention activities (jail only)
- Behavioral health conditions and resulting behaviors (jail only)
- Trauma-based behavioral health assessment and treatment (jail only)
- De-escalation techniques (jail only)
- Sick call requests protocols
- Universal precautions
- Preventing and treating heat stroke
- Managing environmental hazards
- Infection control and emerging infectious disease
- Addressing clinical emergencies
- Disaster response
- Transitions of care with EMS
- Disaster drills
- Communication and patient confidentiality
- Blood-borne pathogen diseases
- Detoxification
- Dealing with the developmentally disabled



- First-aid
- CPR
- Medication administration and side-effects

Recognizing the following health conditions:

- Signs of substance abuse
- Chemical dependency of inmates
- The need for emergency treatment
- Chronic medical and disabling conditions
- Symptoms of traumatic brain injury
- Signs and symptoms of dementia
- Risk recognition
- Symptom recognition
- Triaging steps for urgent or Emergent conditions
- Other topics as deemed appropriate

3.5 Contractor's staff will be expected to attend required trainings administered by the SCSO (facility safety and security, Prison Rape Elimination Act, etc.).

Confirmed. CFMG will continue to attend all trainings recommended and required by the SCSO.

4. Clinical Space, Office Space & Equipment

SCSO shall provide the space, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls), and security necessary for efficient operation of the BH services. SCSO shall provide only the equipment on-site at the start of the term and any other equipment that SCSO chooses to purchase and retain ownership of or chooses to replace or update. SCSO will provide network connectivity and may provide Wi-Fi access depending on location. Unless specifically required and specified at time of contract, all network access will lead directly to the internet with no other access to SCSO computing resources (separate Virtual Local Area Network (VLAN)). SCSO will work with Contractor to provide access to appropriate inmate data. Contractor shall be responsible for the purchase of all other equipment, including replacement equipment as needed, and shall retain ownership of the equipment that it purchases. Contractor shall be responsible for providing its own computers, servers, software, office chairs, ergonomic related equipment for office and computer work stations. SCSO reserves the right to refuse to allow any item into the jails if they determine it poses



a security risk. SCSO may require approval of the vendor and method of internet/data connection services.

Understood and agreed.

5. Pharmaceuticals (RFP page 8)

- 5.1 Describe processes for administering medication and managing a BH pharmaceutical program for the SCSO. Include, staff involved, proper controls, procedures for use of formulary and non-formulary, ordering, payments, and timely distribution by licensed personnel of all pharmaceuticals.
- 5.2 Describe process for procuring pharmaceuticals as related to the services being provided under the RPF.
- 5.3 Pharmacy staff shall work in collaboration with SCSO and/or their contracted services provider when ordering, dispensing, billing, and reviewing documents related to psychotropic medicines for all inmates. CFMG is responsible for distributing BH medication, which requires coordination with the BHS provider and CFMG. Please describe experience in providing these services and describe how you will provide these services to the SCSO.

Because CFMG already provides full pharmacy services for non-behavioral health patients, we will simply extend our responsibility to cover all pharmaceuticals. Our pharmaceutical program and medication management processes follow all applicable federal, state, and local guidelines, including Title 15 sections 1216 and 1438.

CFMG will continue to manage the procurement, inventory control, dispensing and disposal of all pharmaceuticals. Under our pharmaceutical program, we will continue to:

- Maintain inventory, cost, and ordering records for all pharmaceuticals including all over-the-counter medications dispensed by the pharmacy
- Generate non-formulary requests electronically (i.e. computerized ordering and tracking in a system)
- Keep current patient drug profiles
- Identify potential interactions for all ordered drugs
- Generate reports that may be sorted by inmate name, drug name, Sig, prescribing practitioner, and drug class, which summarize all the monthly Medication Administration Records. These reports are electronically provided monthly to the Regional Director, Yvonne Maxfield.
- Identify any inmate who is enrolled in a chronic care clinic



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- CFMG's contract pharmacist through Diamond Pharmacy will oversee all aspects of our pharmaceutical program including procurement, storage, dispensing and administering medications
- Monitor inmate self-administered medications and perform compliance checks
- Generate lists of inmates whose medications are within seven days of expiration
- Generate a listing of the most frequently prescribed drugs and the most expensive drugs prescribed and provide on a monthly basis to the Regional Director, Yvonne Maxfield, and Contract Compliance Officer
- Develop and implement a CQI program for the pharmacy program demonstrating a knowledge and focus on outcome measures and indicators
- Develop a Pharmacy and Therapeutics Committee, which includes CFMG's onsite Medical and Psychiatric, Directors and Director of Nursing. Currently this meeting has been conducted quarterly, but we are able to provide monthly meetings to discuss medication administration, utilization patterns, success or corrections needed and any problems arising from pharmacy activities. The monthly meeting minutes are submitted to the Director of Operations and Contract Compliance Officer.

We will continue to work with the Sonoma Sheriff's Office to accomplish these tasks. All patient information will be documented in their medical file.

CFMG's pharmaceutical program is properly operated in accordance with all applicable Federal and State laws and follows all regulations regarding prescribing, storing, dispensing and administering medications. Under our program, only professional staff with designated privileges may prescribe medications. We also ensure that only qualified, trained healthcare professionals dispense and administer the medications as prescribed.

The program manager will continue to be responsible for the purchasing of all pharmaceuticals and supplies through purchasing agreements developed by CFMG. We will continue to contract with Diamond Pharmacy, a national pharmacy that specializes in servicing correctional facilities. Diamond Pharmacy provides pharmaceuticals within 24-hours for all of our programs, in addition Diamond Pharmacy will provide local pharmacies for stat orders. Our relationship with Diamond allows us to effectively manage the regulated medications including psychotropic medications, packaging and delivery of medications and helps us control costs for all clients we serve. Pharmaceuticals are stored, controlled, dispensed, and administered in accordance with state pharmaceutical guidelines.

Diamond Pharmacy subcontracts with CFMG throughout the state of California to provide a licensed pharmacist to oversee the pharmacy program. On-site inspections are conducted once per year.



As a standard practice, CFMG maintains a 60-day supply of stock medications and use them whenever possible. For inmates with short stays at Sonoma County, we typically order a seven-day supply. This prevents having excessive unused medications. Whenever possible, we return all unused medications to the pharmacy. Finally, we will continue to remove all discontinued or abandoned medications from the facility on a regular basis.

We manage all aspects of a correctional pharmaceutical program from medication inventory management to medication disbursement to data collection/analysis to recordkeeping.

DEA-Controlled Medications

CFMG ensures all DEA-controlled medications are secured. We store such medications in a double-locked cabinet within the medical unit. We also secure all syringes, needles and surgical instruments in secured cabinets. Our healthcare team inventories and manages all DEA-controlled medications according to federal and state regulations. We work with the facilities' Commander to ensure our storage procedures comply with all safety guidelines of the County.

Psychotropic Medications

CFMG has written policies and procedures governing the use of psychotropic medications. In the booking area, health services staff assess inmates who have a psychiatric history or state they are taking psychotropic medications. They verify medications and contact the psychiatrist or NP/PA for verbal orders. The psychiatrist/NP/PA evaluates inmates who are on psychotropic medications within seven days of incarceration to determine whether to continue/discontinue or alter the medication.

Psychotropic medications are only prescribed when clinically indicated and are not given for disciplinary reasons. Involuntary administration of medication will not be done in the Sonoma County Detention Facilities unless an emergency situation exists in which an inmate is deemed by the responsible physician or psychiatrist to be a danger to self or others by reason of mental disorder. Administration of involuntary psychotropic medications will only be initiated as an interim measure until the inmate can be transferred to a clinically appropriate treatment facility.

Medication Pass (Pill Call)

Administration of Medication

CFMG will ensure all medication services are clinically appropriate and delivered in a manner that is timely, safe, secure, and sufficient.

After a medication has been prescribed by a duly licensed behavioral health provider (psychiatrist or psychiatric NP/PA), our staff will enter the order into a Medication Administration Record (MAR) and notify the pharmacy of the order. If we have a stock supply of the proper dosage, it will be distributed during the next medication pass. If the



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medication is not stored on site, we will order a supply from the pharmacy. All new medications that are ordered from the pharmacy will be administered at the next medication pass. For orders that are identified as stat or immediate, we will obtain the medication from our local backup pharmacy

Utilizing medication policies and procedures, CFMG nursing staff administers medication at the jail. Medications are administered principally on a BID basis. Medications that require administration more frequently (TID or QID) are administered as ordered. CFMG's guidelines for the administration of medication include the following:

- Medications are only given on the order of the psychiatrist or NP/PA operating under standardized procedures. All verbal orders are countersigned by the physician at the earliest opportunity.
- All patients must be identified by the nurse prior to administering medication. Last name, first name and middle initial are verified by checking inmate's arm band and/or ID badge.
- All medications are verified by health service staff to assure appropriate medication, proper dose, and correct time.
- Health services staff observe the inmate take the medication to avoid "palming" or "cheeking."
- All prescribed medications administered are recorded on the Medication Administration Record (MAR) which become part of the permanent medical record. If a prescribed medication is not administered, there is documentation in the MAR notating the reason (i.e., refused, in court).
- All pharmaceuticals are stored in locked cabinets within a secure area. Controlled substances and syringes are inventoried on a daily basis.

Upon transfer, limited amounts of essential medications may be given to the inmate to assure continuity of care.

Documentation of Administering Medication - All medication must be taken in the presence of the medication administrator (nurse or designee). Our staff will document in the inmate's medical administration record.

CFMG ensures all administration or delivery of each dose and will document that the inmates received and the required medication.

In such cases where medication is not administered in a timely manner, staff will document details regarding why the medication was not administered. Any refusal of medication will be documented in the electronic medical record. The inmate will be required to sign a Refusal of Treatment Form. After three refusals, our psychiatrist/psychiatric NP/PA will counsel the inmate regarding the effects.

Segregation Units - We will ensure all inmates, including those housed in segregation units, receive medication in a timely fashion.



Non-Formulary Requests: Diamond enforces formulary compliance on behalf of CFMG and provides proactive first-line pharmacist reviews of non-formulary medication requests. Their drug information center and non-formulary process screen for daily orders that are non-formulary. The program works as follows:

- Diamond receives an internal electronic notification that your facility submitted an order for a non-formulary medication.
- One of Diamond's clinical formulary specialists reviews the patient profile and determines if any formulary alternatives can be substituted without compromising patient care.
- The pharmacist's review is sent to the CFMG facility with a recommendation for a formulary alternative, a request for additional information, or a recommendation to submit the non-formulary request in accordance with your policy.
- Once implemented we can also use our CorEMR system to expedite non-formulary medication requests as a paperless system will save time and resources.

If the prescription has not changed or the completed form/electronic request has not been received after a predetermined amount of time, Diamond can dispense a small bridge quantity of the non-formulary medication, wait to receive the completed form, or our prescriber can change the prescription. Typically, our Medical Director will review non-formulary requests and have a decision to the pharmacy for dispensing within 24 hours.

Formulary (Preferred Drug/Medication List)

Our formulary includes items commonly used in the correctional setting. Inmates who come into the jail facilities on non-formulary items have their medications reviewed by the on-site physician, psychiatrist or NP/PA and the medications are continued or changed as indicated.

CFMG uses our standard formulary to ensure the medications selected are:

- Safe
- Effective
- Cost efficient

Our policies and procedures address consideration for medications not on our formulary. The CFMG psychiatric prescribers may request a non-formulary drug, FEQ Medication, when a non-formulary drug (FEQ) medication:

- Is medically indicated to assure optimal treatment of the inmate/patient.
- Is less likely to result in decrease side effects and/or complications.
- Has been the only drug in its class to stabilize and maintain the historical safety of the inmate/patient.



Medication Utilization Tracking

CFMG provides monthly reports to the facilities' Commander and/or designee(s) that outline medication usage. This data is also disseminated to other areas of CFMG to:

- Provide a cost analysis (Utilization Management team)
- Identify trends and best practices (CQI committee)
- Identify education opportunities for our staff
- Help control pharmaceutical costs

Once we transition to CorEMR in early 2017, medications in the system will be sorted by formulary and non-formulary drugs so providers can quickly see what is and is not formulary. The EMR provides an alert when a provider prescribes a non-formulary medication and the EMR can generate a Non-Formulary Exception Request Form to be processed for approval.

Pharmacy and Therapeutics

CFMG maintains a Pharmacy and Therapeutics (P&T) Committee to identify prescribing patterns of practitioners. The P&T Committee is responsible for additions and deletions to the list of formulary medications. This committee meets quarterly to address pharmacy issues.

The P&T committee includes our Chief Medical Officer, prescribing practitioners, a consultant pharmacist, and other relevant contributors. The P&T committee maintains minutes of all its meeting to include topics discussed and actions taken.



The P&T committee includes all prescribing practitioners, a consultant pharmacist, the Program Manager, the Regional Director of Operations and other onsite and/or corporate staff, as needed.

6. Quality Improvement Program (RFP page 9)

6.1 Describe Quality Improvement Program, addressing how recommendations and assistance with any changes, policy updates, legal updates, best practices, or compliance changes in IMQ Standards, or other applicable laws or standards for the entire duration of any contract will be addressed. Include details regarding Sentinel Event Review Process.

CFMG uses a Continuous Quality Improvement (CQI) Program to ensure the adequacy and quality of health care services. The CQI committee meets at least quarterly, or earlier if necessary, and oversees regularly scheduled audits of our health care services. Minutes of meetings are presented to the Committee at each meeting. The CQI committee includes members representing CFMG, Facilities' Commander, County Administration, and other members as appropriate. Committee members are identified by the Facilities' Administrator and CFMG.



Our CQI committee typically reviews the following types of events and activities:

- inmate deaths
- inpatient hospitalizations
- surgical procedures
- disaster drill results
- other incidents, as deemed appropriate
- in-service training
- medical record reviews

Utilization Review / Utilization Management

Referral Management System

CFMG's utilization management (UM) and cost containment program for behavioral health services is specifically designed for the correctional environment. Similar to our medical utilization management program, our behavioral health utilization management program is designed to provide effective coordination and oversight of all behavioral health inmates who need emergency offsite care, and to ensure treatment is timely, consistent with community standards, and cost-effective. The program incorporates concurrent review, discharge planning, pre-approval of certain procedures, and oversight of non-formulary prescribing.

Emergency Behavioral Health Hospitalizations

CFMG refers only inmates who require offsite services. CFMG believes that clinical, rather than financial considerations should take precedence, and that offsite behavioral health hospitalization decisions should be made by psychiatric staff. Our care oversight, as described below, ensures procedures are necessary and the care delivery remains consistent within acceptable, community standards. We also conduct prospective reviews, concurrent reviews, and retrospective reviews to further ensure proper care.

Summary of Care Process. Prospective review occurs through e-Referral, our cloud-based system, and is required for scheduled hospitalizations. Emergency hospitalizations are automatically approved. A concurrent review begins immediately after admission and continues throughout a patient's hospital stay. Our Chief Medical Director / Chief of Behavioral Health Services or designee remains in daily contact with the hospital and attending physician to ensure the most appropriate treatment and timely discharge planning. A retrospective review is initiated if a question or concern arises about the quality or appropriateness of an inmate patient's care. CFMG's Utilization Management (UM) reports and daily operating indicators help drive the retrospective review process.

Cost Containment Program. In addition to our UM program CFMG applies cost containment principles to help control and reduce offsite costs. Key elements of this



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program are our Claims Administration, Adjudication and Processing capabilities. CFMG conducts efficient claims processing to ensure fair and correct billing for services provided. We conduct appropriate, but aggressive claims adjudication to ensure that we and our county partners pay absolutely no more than necessary for offsite services. We maintain solid relationships with offsite providers by ensuring that we pay approved costs in a timely manner. CFMG is also experienced in negotiating fees for services from community providers, and we negotiate fair and reasonable costs for services delivered.

Psychotropic Medication Utilization

CFMG's psychiatric evaluation approach meets requirements set forth by Title 15, IMQ, NCCHC and other nationwide accrediting bodies. In delivering psychiatric services to the Sonoma County Detention Facilities, CFMG will follow requirements for mental health services in a correctional setting as set forth by the American Psychiatric Association. This includes the appropriate use of behavior-altering medications with safeguards against psychotropic medication prescribed in dangerous amounts, without adequate supervision, or otherwise inappropriately administered. Psychotropic medications and other forms of pharmacotherapy are only prescribed by a licensed Psychiatrist or psychiatric NP or PA. CFMG feels very strongly that standard of care medications must be utilized. As such, we encourage all CFMG Psychiatrists/NP's/PA's to prescribe medications that are proven to be effective and proven to have fewer side effects. CFMG's Chief Medical Director or Chief of Behavioral Health Services will never deny the use of any formulary or standard of care medication, if indication and justification is properly documented by the prescriber. CFMG emphasizes medication management through training and peer reviews, encouraging and making available cost effective therapy methods or group and milieu therapies, and use of generics when appropriate and according to the standard of care.

Risk Management Program

Correctional healthcare has inherent risks, due to the nature of the population. CFMG has a comprehensive risk management program designed to improve safety, reduce mortality and morbidity, and ensure proactive response to incidents, issues and other risks.

Mortality Review

CFMG conducts a site and corporate review of all in-custody inmate deaths. The facility review is conducted within the Continuous Quality Improvement program and will involve CFMG's Program Manager, the Mental Health Program Manager, mental health, medical and other relevant personnel. The mortality review seeks to determine whether a pattern of symptoms were present that might have resulted in an earlier diagnosis and/or intervention that, in turn, might have prevented the death. CFMG will submit a preliminary report to the County's facility administration.



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The mortality and morbidity review is generally completed within thirty days after the death occurs. Timing is dependent upon the receipt of a medical autopsy report.

CFMG will inform Sonoma County administration as soon as possible after a death has occurred.

STRIVE Care Checklist

Human error is inevitable in every clinical setting, and is often what leads to bad outcomes that increase risk. We developed the STRIVE checklist to ensure that our care team members meet certain expectations in every patient interaction. STRIVE Posters (as seen on the following page) in multiple locations in every facility and STRIVE lanyard cards worn by every team member act as visible reminders of critical care steps.



STRIVE

to save lives (every day, every shift, every patient visit)

S-Start medication(s) without hesitation; contact on-call provider for guidance on unverified critical/chronic care medications.

T-Trust what you observe and hear; never assume lying or faking; if history or patient complaint is questionable, **it is mandatory** to discuss with your provider who can rule out what might be a real and possibly serious medical complaint or concern.

R-Report and document all important findings, contacting the PM/HSA and/or on-call provider for *all critical issues*; **Report** all pertinent clinical issues when **handing off** patient to incoming staff or to receiving EMS and ED staff.

I-Information saves lives; review past jail records, request outside records; share all critical **information** with the people caring for the inmate-patient (PM/HSA, on-call provider, mental health staff, security staff).

V-Vital signs are **vital** and are required for all clinical contacts/visits/sick calls and must be documented; *always* address abnormal findings and report **critical vital signs** with your on-call provider.

E-Evaluate the patient for medical and mental health problems; use SP/Protocols; **ensure** proper housing-suicidal? Detoxing? Lower bunk for seizure history?

Always Do The Right Thing!



Quality Assurance Meetings and Reports

Cindy Watson, our Chief Operating Officer, Dr. Raymond Herr, our Chief Medical Officer, Dr. Taylor Fithian, Yvonne Maxfield, Director of Operations, Deb Kolman, Program Manager and our site Medical Director, work collaboratively to maintain the CFMG Quality Assurance Improvement Plan. We visit each program minimally once per quarter and conduct quality assurance audits. All Quality Assurance measures are in accordance with CMA standards, NCCHC standards CCR Title 15 guidelines, and other policy/procedure requirements.

CFMG coordinates at least quarterly Quality Assurance (QA) meetings with the Sonoma County's Facilities' Administration to discuss health care services. Topics of discussion typically include:

- monthly statistics
- quality improvement findings
- infection control
- inmate grievances
- health and safety inspection reports
- staffing plan updates
- other health care topics, as warranted
- offsite services report, including the purpose of the medical transport and result



The CQI program focuses on medical outcomes or interventions that have been shown through evidence based medicine to favorably change clinical outcomes.

As Sonoma County knows, we typically invite and seek input from key members of the local health and medical community, including public health, community behavioral health, and other key stakeholders. This is unique to CFMG, and fosters trust and transparency with the key stakeholders in the community. Minutes or summaries are maintained and shared with all committee members. CFMG participates in external reviews, inspections, and audits as requested. CFMG provides written response to any findings or inquiries resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. We will continue to cooperate fully with any and all audit inspection activities initiated by the County.

We believe that integrating behavioral health with our medical program will make these quarterly QA meetings even more impactful.

6.2 The Quality Improvement Team will be required to collect and maintain and share data. Please describe how you will provide these services.

Confirmed. CFMG uses a number of data collection methods to gather and manage information, and other direct sources of statistical information. We will provide information to Facilities' Administration and use it to improve the cost and quality of



Proposal to Provide Sonoma County Inmate Behavioral Health Services

care and outcomes. We use a standardized reporting format to support comparative data analysis and bench-marking between counties.

CFMG will provide statistical reporting on the following within mutually agreed upon timeframes, typically no later than the 15th of every month:

- Total mental health contacts
- Total psychiatric contacts
- Mental health clinician contacts
- Psychiatrist/psychiatric NP/PA contacts
- Inmate request forms
- Follow-ups
- Individual therapy sessions (non-1370)
- Group therapy sessions (non-1370)
- Number of mental health intake assessments
- Number of inmates on psychotropic medications
- Number of suicide attempts
- Number of suicide completions
- Safety cell checks and observations
- Number of staff assaults
- Number of inmates in close observations
- Number of mental health discharge plans
- Grievance reports and response
- Additional statistics as specified by the County

For 1370 Misdemeanor and Felony Restoration to Competency Programs (Monthly Census)

- Total admitted to the program by name, date, gender, birthdate, etc.
- Number of individuals successfully restored
- Number of formal evaluations and reports to the court
- Length of time from admission inmate was declared competent
- Demographics of inmates served
- Mental health diagnosis
- Number of malingerers
- Number of individual sessions provided



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- Number of group therapy sessions provided
- Number of hours of education and training required for each patient
- Additional statistics as specified by the County

Quality Management Committee: The data above is shared with the Quality Management Committee. Quality Management meetings are scheduled quarterly by the Medical Director and the Program Manager. Attendance at QM meetings will include representatives of the County Council, Public Health Officials: Dr. Mark Netherda for medical and Dr. Michael Kozart for mental health, Custody, the Undersheriff, HIV Consultant, CFMG Corporate and On-site Behavioral Health Team. The CQM committee is a multi-disciplined forum for addressing jail health services delivery quality issues which impact custody administration and operations as well as jail, public and mental health services. The committee is responsible for identifying deficiencies, and/or problems in health services delivery; developing corrective action plans, and scheduled follow-up evaluation and reporting.

6.3 Perform at a minimum, quarterly mental health service audits of the inmate behavioral health charts to insure adherence to Title 15, IMQ, and any other applicable standards. Written summaries of the audits shall be provided to SCSO each quarter and findings from all audits shall be submitted in an annual report. Please describe how you will provide these services.

CFMG participates in external reviews, inspections, and audits as requested. We will provide written response to any findings or inquiries resulting from the County's audit processes and promptly develop and implement corrective actions as indicated. We will cooperate fully with any and all audit inspection activities initiated by the County.

Medical Administration Committee (MAC): CFMG coordinates at least monthly Medical Administration Committee (MAC) meetings with the Sonoma Facility Administration to discuss health care services. Topics of discussion typically include: monthly statistics; infection control, inmate grievances, health safety inspection reports, staffing plan updates, offsite services report, and other topics as warranted.

Peer Review Program

Medical Peer Review: As part of CFMG's Quality Improvement Program, CFMG will ensure that peer reviews are conducted at least once a year or when needed. Peer reviews will consist of chart reviews of our psychiatric prescribers and behavioral health staff for both our base behavioral health program and Restoration of Competency programs.

CFMG conducts an independent external peer review at least annually in accordance with CFMG External Peer Review of Physician, Psychiatrist and Dentist Practice Policy and Procedure. CFMG will extend this to all mental health staff including Psychologists, Mental Health Clinicians and Social Worker staff. All peer reviews are documented, feedback is relayed to the prescriber or clinician, and a remedial period is given, if



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necessary. CFMG believes in providing staff with continued training and support so individuals feel confident and competent in doing their jobs.

Internal Audits. Regularly scheduled audits of mental health records to measure the rate of compliance with established performance criteria for targeted services functions/tasks are conducted. Focused mental health record audits are completed at a minimum of quarterly by CFMG behavioral health management and clinical staff. Other audit methods will include process audits of routine health services functions, such as medication administration, to measure compliance with established policy and procedure. Such audits may include observation of actual task performance as well as review of chart and other documentation, e.g., Administration of testing assessments would include auditing of testing protocols and reports.

The audit type (i.e., structure, process or outcome), subjects and performance criteria are developed by the Chief of Behavioral Health Services, Regional Director of Behavioral Health, Program Manager, and Mental Health Program Manager using standards for Local Correctional Facilities and applicable community standards of care and practice. Topic selection includes areas of jail health services delivery that are at high risk for untoward occurrences and litigation, are highly utilized and/or are identified as problem or potential problem areas. Focused audit topics reflect the current status and need of the behavioral health services program. All staff conducting chart audits are oriented and trained in the audit process through in-service training conducted by Program Manager, Mental Health Program Manager and Regional Director of Behavioral Health.

Findings of regularly scheduled audits are reported at CQI committee and staff meetings incorporated into staff in-service training programs, deficiencies and plan for corrective action identified and re-audit scheduled at a time deemed appropriate. The CQI Committee may make recommendations relative to corrective action and schedule for re-audit.

Quality Management Committee: Quality Management meetings are scheduled quarterly by the Chief Medical Director, Dr. Raymond Herr; Site Medical Director, Dr. Fadaki; and the Program Manager, Debra Kolman. Attendance at QM meetings will include representatives of the County Council, Public Health Officials (including Dr. Kozart and Dr. Netherda previously mentioned), Custody, the Undersheriff, HIV Consultant, CFMG Corporate and On-site Behavioral Health Team. The CQM committee is a multi-disciplined forum for addressing jail health services delivery quality issues which impact custody administration and operations as well as jail, public and mental health services. The committee is responsible for identifying deficiencies, and/or problems in health services delivery; developing corrective action plans, and scheduled follow-up evaluation and reporting.

The QM Meeting agenda may include: reports by mental health, public health, dental and pharmacy; review of the incidence of infectious disease cases; report of the Sheriff Department concerns; and reports of results of external and internal audits and ongoing internal monitoring activities by both Behavioral Health or Medical Staff. Committee deliberations and findings are documented in the meeting minutes.



7. Grievance Procedure (RFP page 9)

Contractor will follow the current grievance procedure with the SCSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. A copy of the SCSO Grievance Procedure is attached to this RFP as Attachment A. Contractor shall identify an individual to respond to and act as the primary contact with SCSO in reviewing and responding to complaints. Contractor shall promptly respond and provide information to SCSO and adhere to all timelines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and a responsible individual identified to SCSO personnel.

Confirmed. CFMG adheres to all applicable federal, state, and local guidelines, including, but not limited to IMQ, Title 15, and guidelines established by Sonoma County regarding a formal system in place to address inmate grievances/ complaints about healthcare services. CFMG will continue to respond to all complaints initiated by inmates through the Sonoma County Sheriff's grievance procedure concerning medical or dental services. Debra Kolman, your CFMG Program Manager provides a written response to each inmate grievance within the time parameters specified by Sonoma County. Debra is also responsible for eliciting and summarizing in a report response from service providers, if applicable, for each grievance.

CFMG staff will be available to testify in court as required. All inmate grievances relating to behavioral health services are reviewed by the Quality Assurance Committee.

We will make attempts resolve inmate complaints on an informal basis. For non-emergent requests, we will provide a written response to the inmate. Our response will contain the date the healthcare staff responded. If the grievance issue is still pending, it is forwarded to the Grievance Committee for review. We will comply with recommendations from the Sonoma County administration in disputed cases. The facilities' commander will have the final authority to resolve complaints.

8. Behavioral/Mental Health Policies and Procedures (RFP page 9)

Describe experience and plans to provide services for each of the following:

8.1 Contractor shall make available policies for administrative review, audits, and inspections upon request of SCSO staff. A review of Behavioral/Mental Health Policies and Procedures by Behavioral/Mental Health Services administrative staff shall include:

Review and update of expired policies/attestation of annual update and or review

Distinguishing and separating Divisional policies and Departmental policies, with one set of policies for jail staff



Cross referencing policies that have a medical or correctional component to ensure consistency across medical, mental health and jail-driven policies.

8.2 Procedures Manual: Contractor shall maintain an updated on-site procedures manual that meets all applicable requirements.

Confirmed. CFMG has 33 years of experience developing and maintaining policies and procedures for county correctional facilities. Our mental healthcare program is driven by policies, procedures and treatment protocols that are geared specifically toward the correctional environment. Our Policies and Procedures (P&P) Manual adheres to all applicable federal, state, and local guidelines, including, but not limited to Title 15, IMQ, NCCHC standards, ACA standards, and guidelines established by the Sonoma County to ensure all policies and procedures are consistent with applicable standards and laws, and addresses the needs of the facility. CFMG ensures:

- A current copy of our Policies & Procedures Manual is maintained in the health services unit and accessible to all health care staff 24 hours a day
- An electronic copy of the manual, with search capabilities, is also accessible
- Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them
- Our staff complies with the policies and procedures through on-site and corporate supervision

CFMG and Sonoma County's Administrator will review the customized P&P Manual at least annually, and we will make revisions and updates as needed. Any changes are presented to the Sonoma County facilities to keep the manual current and maintain compliance all applicable standards as well as the facility's needs. The Facilities' Administration will be notified of any changes.

Any behavioral health policies and procedures will continue to be cross-referenced, and developed in collaboration, with the County Mental Health program.

All written job descriptions are listed in the County's P&P Manual as well as protocols defining specific duties and or responsibilities for all assignments.

9. Maintenance of Accreditations (RFP page 9)

Describe how accreditations are maintained as listed below. During the term of the contract, Contractor must provide and maintain the following:

- a. All required accreditations, including but not limited to IMQ accreditation.
- b. Appropriate accreditation on the Opioid Treatment Program.
- c. Contractor shall provide copies of any accreditation or other documentation related to qualifications, continuing education, and training upon request of SCSO.



- d. Compliance with IMQ accreditations is mandatory. Contractor shall help to supply documentation for the accreditation process. Formal audits are required every year and Contractor shall cooperate with SCSO who may perform maintenance audits periodically throughout the year.

IMQ Accreditation Experience

CFMG has completed 163 successful IMQ accreditation processes in California, and currently serves 2/3 of all IMQ-accredited programs in California, more than all other providers combined. In 33 years, we have never lost accreditation.

Opioid Treatment Program

As noted in Addendum 2, we have removed this program from our response.

Accreditation Documents

CFMG will provide any accreditation documents requested by the County.

Accreditation Compliance

Agreed.

10. Claims and Legal Actions (RFP page 10)

Contractor shall actively and fully cooperate with SCSO legal counsel and risk management staff in the investigation, defense, or and other work related to any internal investigation, claim, or legal action against or on behalf of SCSO, including any of its divisions, employees, volunteers, or agents. Said assistance shall include, but is not limited to:

- a. Timely provision of data;
- b. Medical records;
- c. Investigation of claims;
- d. Preparation of declarations or affidavits;
- e. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
- f. Contractor must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.

Confirmed. Our general counsel, Ben Rice, was general counsel for the California Department of Corrections and Rehabilitation (CDCR) for seven years, and brings his wealth of experience, knowledge and legal skill to CFMG and our clients. Ben leads our



risk management committee and is an exceptional resource to Sonoma County in managing risk and liability.

11. Reports (RFP page 10)

Please describe how the following services will be provided for each of the following items. Contractor shall prepare and submit regular reports to SCSO. Unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by SCSO.

Agreed.

11.1 Statistical Information. Contractor shall maintain general statistics and record keeping covering the services provided. Contractor shall make available to SCSO in a timely manner accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by SCSO and be provided at a minimum in a monthly report. Such reports shall be in a format that does not contain any personally identifiable information about inmates.

Confirmed. As described in our Quality Assurance section, we will collect statistical data and provide reports on a mutually agreed upon schedule. Please refer to [section 6.3](#) for additional details regarding our statistical information.

11.2 Credential Report. Contractor shall submit an annual Compliance Report by calendar year, due each year by no later than January 15, to SCSO on all applicable certifications, accreditations, and licenses during the life of this contract.

Agreed. CFMG will submit an annual audit report on health care delivery and pharmaceutical services, noting corrective action taken as a result of audits.

11.3 Behavioral/Mental Health Appraisal Status Report. Contractor shall prepare an annual report by calendar year, due each year no later than January 15 to SCSO on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities BHS Programs at MADF and NCDF, including, but not limited to compliance with PREA and the Americans with Disabilities Act. Reports shall include but not be limited to:

- a. Inmate requests for behavioral/mental health services
- b. Inmates seen at sick call
- c. Inmates seen by psychiatrist
- d. Inmates seen by non-physician practitioner
- e. Inmates seen by mental health clinician



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- f. Inmates seen by client care case manager
- g. Out Patient Housing Unit admission, patient days, average length of stay
- h. Mental Health referrals
- i. Off-site hospital admissions
- j. Intake mental screening
- k. History and mental assessments
- l. Psychiatric evaluations
- m. Specialty clinics attendance and screenings in-house
- n. Diagnostic studies
- o. Report of third party reimbursement, pursuit of recovery
- p. Percentage of inmate population dispensed medication
- q. Inmate suicides
- r. Number of hours worked by entire behavioral/mental health service staff, specifying each post or shift
- s. Other data deemed appropriate by the SCSO

Agreed. CFMG will provide Sonoma the annual reports listed above by the 15th of January annually.

11.4 Health Services Utilization Reports. Contractor shall provide monthly statistical reports on behavioral/mental health services utilization. The reports shall include the data set and report formats approved by SCSO. A quarterly synopsis of this data shall also be prepared and provided to SCSO.

Agreed. As described in our Utilization Management section, we will provide the SCSO monthly detailed reports and quarterly report summaries. This report will drill down on health services utilization, and assemble data in a format pre-approved by the County. The Behavioral Health Program Manager will also prepare a quarterly synopsis of this data for the County.

11.5 Work Post Expense Report. Contractor shall provide quarterly payroll expense reports which include the cost of staffing each position, including salary and employer paid benefits, per Work Post position. The information must be in such a format and usable to calculate any credits for inadequate Work Post coverage/staffing and reconcile directly to contractor invoicing.

Agreed. Our Program Manager will prepare the Work Post Expense Report. This report will include all the monthly payroll expenses, including the cost of staffing each position, position salary, and employer paid benefits. We will submit this report



by the 5th of each month following the end of the quarter, in an Excel format to ensure the County is able to manipulate the document to extract the data the County requires.

11.6 Objectives. Quarterly and annual summaries shall be submitted to SCSO describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report shall contain data reflecting the previous month's workload, without identifying the inmates' personal information.

Agreed. We will submit quarterly and annual summaries to the County describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. The Program Manager will gather data reflecting the previous month's workload, without identifying the inmates' personal information.

11.7 Schedules. Reporting and Scheduled Reviews shall adhere to the following:

- a. All reports should be provided to SCSO, with copies to other parties as identified by SCSO.
- b. Reports for monthly reports shall be submitted on the fifth calendar day of each month.
- c. Offsite Activity/Cost Report. Contractor shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.
- d. Daily Report. Contractor shall submit a daily report for the previous 24 hours prior to 0900 hours which includes the following:
 - i. Transfers to off-site hospital emergency departments
 - ii. Communicable disease reporting
 - iii. Suicide data (i.e., attempts and precautions taken)
 - iv. Report of status of inmates in local hospitals and infirmaries
 - v. Staffing rosters
 - vi. Submit completed medical incident report copies
 - vii. Submit completed medical grievance report copies
 - viii. A list of lost medical files
 - ix. Intake screenings performed

Agreed.



Schedules

On a daily basis, the Program Manager will post copies of staffing schedules, which include all healthcare staff, in designated areas and submitted to the SCSO. Our Program Manager will work closely with the SCSO or designee to verify the shift coverage. The supervisor of each shift will verify and sign off on each shift coverage and then the shift supervisor will be submitting copies of the coverage to the SCSO on a daily basis.

Monthly schedule reports will be delivered to the Contracts Lieutenant by the 5th of every month.

Offsite Activity/Cost Report

CFMG will provide the SCSO an off-site activity/cost report by the 20th of each month. We will include all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.

Daily Reports

The Program Manager will submit comprehensive daily reports to the SCSO at 9:00 a.m. each day. These reports will capture relevant healthcare data from the previous 24 hours, including, but not limited to the following:

- Transfers to off-site hospital emergency departments
- Communicable disease reporting
- Suicide data (i.e., attempts and precautions taken)
- Report of status of inmates in local hospitals and infirmaries
- Staffing rosters
- Submit completed medical incident report copies
- Submit completed medical grievance report copies
- A list of lost medical files
- Intake screenings performed

12. Transition (RFP page 12)

Describe experience related to transitioning services from existing provider of services.

Include a detailed sample plan and timeline.

We understand that when you add a new service into your healthcare program, a well-planned and executed transition is essential to the overall plan and critical to



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long-term success. Over the past 33 years, we have established an intensive transition/start-up program that is organized, systematic, thorough and proven to be extremely effective. Once we are awarded the opportunity to add behavioral health services to our Sonoma County healthcare program, we will execute our start-up plan, which includes a robust on-site transition team. We will work closely with the County to ensure a smooth transition. On October 1, we completed the successful transition of Alameda County from Corizon to CFMG. This smooth transition required an on-site transition team of some 45 people, and we will commit to do whatever it takes to ensure a successful transition in Sonoma County.

Please refer to [Appendix 6, Transition Plan](#) for additional details regarding our 30-day implementation.



Section IV: Costs (Attachment B, page 3)

The cost proposal must include the pricing structure for five years of operation under contract. Include a formula/method for calculating contract costs increases for each year after the initial contract year. Proposal costs should be broken down into the following categories:

1. Administrative and overhead expenses (include a description of what administrative and overhead expenses include)
2. Salary and benefits costs, itemize costs by staff member and their job class, and include salary ranges for all staff. Please itemize 1370 Misdemeanor Restoration, 1370 Felony Restoration, and BHHU enhanced programming staffing (Section 2, Sub-Section 2, "Staffing" of the RFP).
3. Pharmaceuticals
4. Tools and equipment
5. Transportation costs
6. Other supplies
7. Off-site treatment services
8. Insurance coverage costs
9. Other Expenses (must be itemized)

Please refer to the following pages for CFMG's proposal pricing and itemized staffing costs.



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FIVE YEAR PROPOSED PRICING STRUCTURE

Sonoma County Behavioral Health MADF and NCDF					
	Line Item Costs ¹				
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing costs	\$ 2,655,150	\$ 2,734,804	\$ 2,816,848	\$ 2,901,354	\$ 2,988,394
Operating Costs					
Pharmaceutical services	450,000	463,500	477,405	491,727	506,479
Tools and equipment	-	-	-	-	-
Transportation costs	-	-	-	-	-
Other supplies	10,820	11,145	11,479	11,823	12,178
Off-site treatment services ²	-	-	-	-	-
Insurance coverage costs ³	62,000	63,860	65,776	67,749	69,782
Other expenses					
Laboratory services	10,000	10,300	10,609	10,927	11,255
Continuing education & training	15,000	15,450	15,914	16,391	16,883
Moral Reconciliation Therapy (MRT) manuals, workbooks and training	15,340	15,800	16,274	16,762	17,265
Total Operating Costs	563,160	580,055	597,456	615,380	633,842
Administration and Overhead ⁴	401,098	413,131	425,525	438,291	451,439
TOTAL COST	\$ 3,619,408	\$ 3,727,990	\$ 3,839,830	\$ 3,955,025	\$ 4,073,675

Sonoma County Behavioral Health 1370 Misdemeanor Restoration to Competency Program					
	Line Item Costs ¹				
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing Costs	\$ 120,632	\$ 124,251	\$ 127,978	\$ 131,818	\$ 135,772
Administration and Overhead ⁴	-	-	-	-	-
TOTAL 1370 Misdemeanor Program Cos	\$ 120,632	\$ 124,251	\$ 127,978	\$ 131,818	\$ 135,772



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Sonoma County Behavioral Health 1370 Felony Restoration to Competency Program					
Line Item Costs ¹					
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing costs	\$ 842,899	\$ 868,186	\$ 894,232	\$ 921,058	\$ 948,690
Operating Costs					
Pharmaceutical services	\$ 73,000	\$ 75,190	\$ 77,446	\$ 79,769	\$ 82,162
Other supplies (psychological testing materials)	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883
Other expenses (laboratory services)	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
Total operating costs	\$ 98,000	\$ 100,940	\$ 103,968	\$ 107,087	\$ 110,300
Administration and Overhead ⁴					
	-	-	-	-	-
TOTAL 1370 Felony Program Costs	\$ 940,899	\$ 969,126	\$ 998,200	\$ 1,028,146	\$ 1,058,990

Sonoma County Behavioral Health BHIIU***					
Line Item Costs ¹					
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing costs	\$ 304,711	\$ 313,852	\$ 323,268	\$ 332,966	\$ 342,955
Operating Costs					
	Operating costs for the BHIIU (pharmaceuticals, labs, etc.) would be accounted for via the medical contract per diems for increased ADP.				
Administration and Overhead ⁴					
	48,117	49,560	51,047	52,578	54,156
TOTAL COST	\$ 352,828	\$ 363,412	\$ 374,315	\$ 385,544	\$ 397,111



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- ¹ For presentation, 3% annual increases assumed. Actual renewal pricing to be based on the percentage increase for the previous 12-month period in the Medical Care Services component of the Consumer Price Index for all Urban Consumers for the West region, as published by the U.S. Department of Labor.
- ² This proposal for behavioral health services includes no provision for payment of off-site treatment services. Offsite costs, with the exception of inpatient psychiatric hospitalization, will continue to be covered under the terms of CFMG's current medical services contract.
- ³ CFMG currently carries professional liability insurance in connection with its contract to provide general medical services for Sonoma County with limits of \$2,000,000 per claim or occurrence and \$5,000,000 annual aggregate, with the County named as additional insured but with limits non-exclusive to the County. This insurance would extend to behavioral health services contemplated by this proposal at no additional cost. The additional annual cost for exclusive limits is \$62,000 and is included in our pricing structure presented here. If CFMG's current insurance coverage is deemed acceptable for the behavioral services contract, our annual proposal cost would be reduced by \$62,000.
- ⁴ Administration and overhead includes corporate and regional clinical, operational and administrative support services. All administration and overhead for Restoration to Competency Programs is Included with the MADF and NCDF facility costs.
- ⁵ BHHU costs are shown in today's dollars for reference purposes. Costs would likely be higher when the facility comes online in 2019.

ITEMIZED STAFFING COSTS

Salary and Benefit Costs					
Sonoma MADF					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, SHIFT PREMIUMS, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Psychiatrist	MD	1.00	\$202.50 - \$247.50	\$202.50 - \$247.50	\$ 468,832
Psychiatric NP/PA	NP/PA	0.60	\$90.00 - \$110.00	\$105.97 - \$129.52	\$ 146,950
Mental Health Program Director	Ph.D. or Psy.D.	1.00	\$56.70 - \$69.30	\$67.78 - \$82.85	\$ 156,659
Mental Health Clinician	LCSW, LMFT, LPC	7.60	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 981,599
Mental Health Clinician - Intake	LCSW, LMFT, LPC	1.40	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 178,552
Substance Abuse Counselor (AODA)	LCSW, LMFT	1.00	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 126,198
Discharge Planner/Reintegration Specialist	LSW	1.00	\$31.50 - \$38.50	\$39.40 - \$48.15	\$ 91,051
Clerk		1.00	\$22.50 - \$27.50	\$29.26 - \$35.76	\$ 67,620
Relief factor (backfill for holidays, vacations, etc.)					\$ 296,659
TOTAL		14.6			\$ 2,514,119



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Salary and Benefit Costs					
Sonoma NCDF					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Psychiatric NP/PA	NP/PA	0.20	\$90.00 - \$110.00	\$105.97 - \$129.52	\$ 48,671
Mental Health Clinician	LCSW, LMFT, LPC	0.60	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 75,719
Relief factor (backfill for holidays, vacations, etc.)					\$ 16,641
TOTAL		0.8			\$ 141,031

Salary and Benefit Costs					
Sonoma 1370 Felony Restoration to Competency Program					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Forensic Psychiatrist	MD	0.60	\$202.50 - \$247.50	\$202.50 - \$247.50	\$ 280,800
Forensic Psychologist	Ph.D. or Psy. D.	0.75	\$157.50 - \$192.50	\$157.50 - \$192.50	\$ 273,000
Mental Health Clinician	LCSW/LMFT/LPC	0.75	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 94,649
Competency Trainer	LSW	1.00	\$31.50 - \$38.50	\$39.40 - \$48.15	\$ 91,051
Administrative Assistant		0.80	\$22.50 - \$27.50	\$29.26 - \$35.76	\$ 54,096
Relief factor (backfill for holidays, vacations, etc.)					\$ 64,864
TOTAL		3.9			\$ 858,460

Salary and Benefit Costs					
Sonoma 1370 Misdemeanor Restoration to Competency Program					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Mental Health Clinician	LCSW/LMFT/LPC	0.25	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 31,550
Competency Trainer	LSW	0.80	\$31.50 - \$38.50	\$39.40 - \$48.15	\$ 72,841
Relief factor (backfill for holidays, vacations, etc.)					\$ 8,532
TOTAL		1.05			\$ 112,923



Proposal to Provide Sonoma County Inmate Behavioral Health Services

Salary and Benefit Costs					
Sonoma BHHU					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	
Psychiatrist	MD	0.20	\$202.50 -\$247.50	\$202.50 -\$247.50	\$ 93,600
Mental Health Clinician	LCSW, LMFT, LPC	1.00	\$45.00 -\$55.00	\$54.60 -\$69.93	\$ 126,198
Discharge Planner/Reintegration Specialist	LSW	0.60	\$31.50 -\$38.50	\$39.40 -\$48.15	\$ 54,631
Relief factor (backfill for holidays, vacations, etc.)					\$ 22,430
TOTAL		1.8			\$ 296,859

10. Cost Containment Program - Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which respondent plans to control health care costs, areas in which costs savings will be achieved, how hospital costs are reviewed, and evidence of the success of such a program at other contract sites.

CFMG uses a number of cost-containment processes in its provision of medical services to Sonoma County's inmate population. Most notable is our exclusive InmateCare+ Referral Management Process, which is built on two principles: first, that clinical, rather than financial considerations, should always take precedence; and second, that medical decisions should be made by medical staff. We never rely on non-physicians to make utilization decisions.

e-Referral and e-Consult: Key to consistently achieving our goal of optimal, not minimal, off-site care is our cloud-based e-Referral application. First, this application ensures that our Chief Medical Officer, Dr. Raymond Herr, reviews and approves all non-emergent offsite referrals.

Because it is a cloud-based system, Dr. Herr is able to review referrals any place/any time on any web-enabled device, including iOS and Android mobile devices. He can approve, defer or request additional information on any referral, and generally does so within a few hours, and always within 24-hours. While emergent referrals are fast-tracked through the system without review, Dr. Herr reviews all emergent referrals retrospectively, providing retrospective guidance and training where appropriate.

The **e-Consult** provides near-real-time consultations with a panel of medical specialists. Using **e-Consult**, our on-site physicians and mid-level providers can access any one of 24 specialties and 35 sub-specialties, including infectious disease, orthopedics and cardiology. These specialists can either confirm that our provider



Proposal to Provide Sonoma County Inmate Behavioral Health Services

should send the patient for an off-site referral or, as happens about half the time, provide expertise to support management on-site, reducing unnecessary offsite referrals, and ensuring optimal clinical care. All **e-Consults** are documented in the patient chart.

Upon completion of an approved referral, appointments are set and scheduled. The specialist is advised of the requirement of a referral, the expectations of submitting a claim, the reimbursement and points of contact for assistance.

This application includes robust analytics and dashboards that allow our clinical team to analyze data on all referrals to identify opportunities to help optimize the delivery of on-site care and to reduce unnecessary offsite referrals. It has been our experience that about half of all e-Consults result in management by our on-site providers, supported by the consulting specialty physician, effectively eliminating the need for an off-site specialist visit.

Overall, we have documented a 27% reduction in off-site transports through our referral management program in a large CFMG-partner county.

Inpatient Care Management: Our Care Management Team of Registered Nurses, led by our Chief Medical Officer, works closely with acute care hospital staff to and attending physician to ensure the most appropriate treatment and timely discharge planning. They use InterQual data analytics to ensure that inpatient stays are appropriate and that patients return to custody as soon as they reach a level permitting safe in-custody care.

Other Cost Containment Processes: CFMG applies other cost containment principles to help control and reduce offsite costs. Key elements of this program are listed below.

Proactive Onsite Care Optimization: By optimizing the delivery of medical care onsite, we significantly reduce off-site transports and offsite care requirements. This not only reduces your cost of off-site care, but can reduce significantly the cost and burden on your custody staff. We will use our statistics to determine new opportunities to provide services within the facilities.

Claims Administration, Adjudication and Processing: CFMG uses industry-standard claims adjudication methodology for offsite medical claims. By applying the same rules used by Medicare, Medicaid, and private insurance payors, we can assure that we only pay for eligible charges as defined by National Correct Coding initiatives. This allows us to eliminate line item charges that are already included in the primary procedure billed on the claim. We then apply s negotiated discounts, if any, to the eligible charges, further reducing the final claim cost. This process routinely produces significant reductions of billed charges involving inpatient stays, outpatient surgeries, specialist visits and ER visits.



Section V. Identification of Subcontractors

(Attachment B. Page 4)

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

CFMG has 33 years of behavioral health experience and does not intend to use subcontractors to provide Behavioral Health services to Sonoma County.



Section VI. Insurance (Attachment B. page 4)

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement (Attachment C). Securing this insurance in all aspects is a condition of award for this contract.

Regarding Attachment C - Sample Agreement, Exhibit B Insurance, Professional Liability/Errors and Omissions Insurance item a. *“Minimum Limits: \$2,000,000 per claim or per occurrence; \$5,000,000 annual aggregate. The required limits shall apply exclusively to the County of Sonoma.”*

Pursuant to our existing contract to provide medical services to Sonoma County, CFMG currently maintains professional liability/errors and omissions insurance with limits of \$2,000,000 per claim or occurrence and \$5,000,000 annual aggregate, with limits non-exclusive to the County. The County is named as an additional insured on our existing policy. This existing coverage would apply to the behavioral health services contemplated by this proposal, at no additional cost.

We have included in our pricing structure the amount of \$62,000 to provide coverage with exclusive limits of \$2 million/\$5 million for the County. These exclusive limits would also apply to the services covered by CFMG's existing medical services contract.

If CFMG's current insurance coverage is deemed acceptable for the behavioral services contract, our proposal cost would be reduced by \$62,000.

CFMG has included a sample Certificate of Insurance as [Appendix 7](#).



Section VII. Additional Information (Attachment B. page 4)

Include any other information you believe to be pertinent but not required.

Please refer to [Appendix 9](#) for all testing information.



Section VIII. Contract Terms (Attachment B. page 4)

Proposers must include a statement acknowledging their willingness to accept the contract terms in the Sample Agreement (Attachment C) or identify specific exceptions to the sample agreement.

CFMG acknowledges our willingness to accept contract terms.



Section X. Local Business Declaration for Services & Living Wage Compliance

(Attachment B. page 4)

Include a signed copy of the Local Business Declaration for Services (Attachment D) if applicable, and the Living Wage Compliance Form (Attachment E).

Please refer to [Appendix 8](#) for executed copies of Attachments D and E.



Appendix 6 – Transition Plan

**CFMG BEHAVIORAL HEALTH
PROGRAM IMPLEMENTATION SCHEDULE FOR THE SONOMA COUNTY DETENTION
FACILITIES**

Facility: Sonoma County Adult Detention Facilities, CA

Contract Award Date: 4/4/17

Start Date: TBD

Note: This schedule is based on a 30-day transition period at contract award. The timelines provided are estimates based on our experience with program implementation at other facilities. Upon award of contract, we will work closely with the Sonoma County Sheriff's Office to adjust timelines as mutually agreed upon.

Event or Activity	Department	Activity Date	Completion Time
1. Award Date: 4/4/17			
Negotiate final contract terms	Chief Operations Officer/ Chief Executive Officer/ Legal	Upon award or immediately after	2 weeks
Review contracted position needs	Chief Operations Officer/ Director of Operations/ HR, Recruiting	Upon award or immediately after	1 week
Begin external search for positions (positions for external recruitment will depend on who is retained from existing staff)	HR/Recruiting	Upon award or immediately after	Ongoing until start-date or until all positions are filled
Review malpractice insurance; procure insurance certificate that meets County's insurance requirements	Legal	Upon award or immediately after	2-3 weeks
2. Corporate Transition Team (Pre-Start Date or Pre-Site Arrival Activities)			
Designate transition team, could include: COO, Chief Medical Officer, Chief Psychiatric Officer, Director of Operations, Corporate MH team, HR, Legal, IT, UM, etc.	Chief Operations Officer	Immediately after award	1 week
Assign transition team leader	Chief Operations Officer	Immediately after award	1 week
Ensure all aspects of contract is considered for planning process	Chief Operations Officer/Transition Lead and Team	Immediately after award	1 week

Event or Activity	Department	Activity Date	Completion Time
Develop plan and timetable to be on-site for meet and greet, interviews, HR processing; making contact with all Jail Administration and Staff, other required setup (IT, 3 rd party contracts, UM, etc.)	Transition Lead and Team	Immediately after award	1 week
Determine with Jail Administration if communication is allowed with existing mental health staff prior to start date; send welcome letters to all existing mental health staff	Director of Operations/ HR	Immediately after award	1 week
Review site MH personnel, interview applicants and determine who will continue with CFMG. Staffing and shift schedules will be incorporated into this interview/ hire process and will be discussed with applicants.	HR/ Director of Operations/ Program Manager/ Regional Director of Behavioral Health	Immediately after contract award.	Will continue until all positions are filled
Make offers to accepted applicants, secure relevant paperwork, licensures, etc.; Fill open positions with external candidates	HR/Director of Operations	Prior to start date as new hires are identified	Will continue until all positions are filled
Secure all security clearances	Program Manager	Prior to start date as new hires are identified	Ongoing as new staff are hired
Begin HR/Employee orientation and training	Director of Operations/ Program Manager/ HR	1 week prior to start date	Ongoing as new staff are hired
Identify HR orientation paperwork, policies/procedures, manuals and all MH program training and orientation material, manuals, forms, to be implemented on site	HR / Director of Operations/ Regional Director of Behavioral Health	Immediately after award	4 weeks prior to start date
Review contract requirement for coverage, and finalize coverage details, staffing schedules, shifts, etc. Relay final	Director of Operations/ Program Manager	Immediately after award	1 week

Event or Activity	Department	Activity Date	Completion Time
coverage schedule to Recruitment.			
Review contract requirements for all clinical services and programming; ensure all aspects of clinical/ programming services per RFP/ contract is considered in planning	Regional Director of Behavioral Health/ Chief Psychiatric Officer/ Corporate Behavioral Health Team	Immediately after award	1 week
<u>START DATE OR ARRIVAL ON-SITE</u>			
3. CORPORATE TRANSITION TEAM			
Arrive on site/ Meet and greet with Jail Admin and staff	Corporate Transition Team	1 week prior to start date	Prior to award
Tour Facility	Corporate Transition Team	1 week prior to start date	Prior to award
Identify office space for Mental Health Manager and clinical staff	Director of Operations/ Program Manager	Within 1 st week of start-date	End of 1 st week
Obtain facility mental health policies and procedures/ Begin establishing site specific mental health policies and procedures	Director of Operations/ Program Manager/ Regional Director of Behavioral Health	Within 1 st and 2 nd week of start-date	End of 4th week
Begin mental health staff clinical/ program orientation and training (establish CFMG mental health services proposal for facility and all new treatment programs)	Regional Behavioral Health Director and Corporate Mental Health Team Members	Day one	Ongoing as new staff are hired
Repeat HR/ Employee orientation and training for last round of hires	Director of Operations/ Program Manager/ HR	Ongoing after start date	Ongoing as new staff are hired
Repeat mental health clinical/ program orientation and training for last round of hires (establish CFMG mental health services proposal for facility and all new treatment programs)	Regional Behavioral Health Director and Corporate Mental Health Team Members	Within 4 th week of start-date	Ongoing as new staff are hired

Event or Activity	Department	Activity Date	Completion Time
Schedule Mental Health Orientation training with Admin for Security Staff (training covers program orientation, intake, suicide prevention, SMI management)	Regional Director of Behavioral Health / Mental Health Program Manager/ Program Manager	Week 2 of start date	Training will occur 14-21 days after start date or as mutually agreed upon with Jail Administration
Conduct separate, focused training with Mental Health Program Manager/ Director	Regional Director of Behavioral Health	Within 1st week of start-date	End of 4 th week
Conduct separate, focused training with all Psychiatric Staff	Chief Psychiatric Officer and Regional Director of Behavioral Health	Within 1st week of start-date	End of 4 th week
For ROC Programs: Conduct separate, focused training with ROC staff	Corporate Mental Health Team Experts	Within 2nd week of start-date	End of 4 th week
Begin reaching out to Community Partners and stakeholders; Initiate collaboration and discussions on "hand-off" process and MRT program.	Regional Director of Behavioral Health/ Program Manager	Within 2 nd week of start-date	Aftercare and hand-off processes are discussed intensely with community partners at beginning of contract and discussions continue routinely throughout contract; MRT training completed within 45-60 days of start-date and includes participation of community groups.
4. OFFSITE MENTAL HEALTH CARE/ HOSPITALIZATIONS			
Identify potential hospitals CFMG will partner and contract with for outside Mental Health care; begin discussions; discuss arrangement and understanding of partnership.	Operations/ Program Manager	Immediately after contract award	Ongoing as new partners are identified
Draft agreement or letter of understanding	Legal/ Operations	As soon as partnerships are identified	Ongoing as new partners are identified
5. PHARMACY			
Begin discussions with Diamond Pharmacy regarding Psychotropic Medication utilization and contract	Utilization Management/ Chief Medical Officer/ Chief Psychiatric Officer	Immediately after contract award	Prior to start of contract

Event or Activity	Department	Activity Date	Completion Time
Establish policies and procedures for pharmacy practice with PM, Healthcare, and Mental Health staff (may be in place with CFMG medical contract)	Utilization Management/ Chief Medical Officer	Prior to start date	By day 1 of services
Establish storage system for Psychotropic medications (may be in place with CFMG medical contract)	Director of Operations/ Program Manager	Currently in place	N/A
Establish emergency after-hours pharmacy utilization protocol (may be in place with CFMG medical contract)	Director of Operations/ Program Manager	Currently in place	N/A
Establish procedures and logs for utilization and inventory of controlled substances	Director of Operations/ Program Manager	Currently in place	N/A
Obtain PDR and drug reference books for Psychiatric and mental health staff	Director of Operations/ Program Manager	Prior to start date	By day 1 of services
6. UTILIZATION MANAGEMENT			
Review all mental health related off-site care or referrals for off-site care	Chief Medical Officer/ Chief Psychiatric Officer/ Program Manager	Day one of services (sooner if allowed)	Ongoing
If there are existing mental health related off-site care, track all activity daily; determine length, appropriateness, and discharge planning needs	Utilization Management/ Chief Medical Officer/ Program Manager	Day one of services (sooner if allowed)	Ongoing
Provide UM training to Psychiatric and Mental Health Program Manager	Director of Operations/ Program Manager	Within 4 th week of start-date	End of 4 th week
7. SAFEGUARDING SEVERE/ ACUTE MENTAL HEALTH CASES DURING TRANSITION			
Review of all prescribed medication treatments for acute mental health patients and most severe	Chief Psychiatric Officer	Day one of services (sooner if allowed)	Ongoing

Event or Activity	Department	Activity Date	Completion Time
cases to ensure all are stable while services are being transitioned to CFMG.			
Review of all acute, high risk, suicide watch, close observation and severe cases to ensure all are stable while services are being transitioned to CFMG.	Regional Behavioral Health Director/ Chief Psychiatric Officer	We currently monitor these individuals and will continue to do so.	Ongoing
Establish crises on-call system for Psychiatric and mental health emergencies	Chief Psychiatric Officer/ Regional Director of Behavioral Health/ Program Manager	Day before services start	Beginning of day 1
8. SAFEGUARDING NON-ACUTE TO MODERATE MENTAL HEALTH CASES DURING TRANSITION/ ESTABLISHING SICK-CALL			
Review and ensure referral systems are established appropriately	Regional Behavioral Health Director	Within 1st week of start-date	End of 2nd week
Review and ensure triage system and MHP clinic schedules are established appropriately (ensure all non-acute inmates are reviewed for stability by clinicians).	Regional Behavioral Health Director	Day one of services	End of 2nd week
9. MENTAL HEALTH RECORDS			
Begin discussions with County Mental Health on collaborative transfer of mental health records to CFMG	Director of Operations/ Program Manager	Immediately after contract award	Day one of services
Develop plan with Administrative Staff to incorporate all County mental health records into CFMG medical files	Program Manager/ Administrative Staff	Day one of services (sooner if allowed)	Ongoing until completed
10. DATA COLLECTION			
Develop and set-up logs and spreadsheets for collection of statistics	Regional Director of Behavioral Health / Mental Health Program Manager/ Mental Health Clerk	Prior to start date	Day one of services
Establish procedure for monthly statistics reporting	Regional Director of Behavioral Health / Mental Health Program Manager and Program Manager	Statistics application already in place	Prior to start of services

Event or Activity	Department	Activity Date	Completion Time
Identify reports needed, for whom, and timeframes for submission	Regional Director of Behavioral Health / Mental Health Program Manager and Program Manager	Prior to start date	End of week one
11. MEETINGS AND COMMITTEES			
Establish treatment team meetings, CQI committee meetings, administrative meetings, etc.	Regional Behavioral Health Director/ Mental Health Program Manager / Program Manager	Already established	Will review dates during first week of services
Determine frequency of meetings with Jail Administration and Command Staff	Mental Health Program Manager/ Program Manager	Already established	Day one of services
12. OFFICE SUPPLIES/ COMPUTERS AND TELEPHONES			
Review and determine what office supplies, program supplies, testing material are needed for all mental health staff (including base MH staff and ROC staff, if applicable)	Director of Operations/ Mental Health Program Manager/Program Manager	Within 1st week of start-date	End of 4th week
Take inventory and determine what computer, telephone, fax, copier, and other equipment is needed for mental health staff	IT/ Director of Operations/ Program Manager	Prior to start date	Prior to start of services
Set-up email addresses, change voicemail messages, train new staff on new program software (if applicable)	IT/ Director of Operations/ Program Manager	Prior to start date	Ongoing as new staff are hired
13. FOLLOW-UP SUPPORT			
Set date for start-up survey and operations audit	Director of Operations/ Program Manager	End of 4 th week	90 days
Set date for start-up survey and Mental Health Clinical/ Program Audits (Base Program for MADF, NCDF, ROC-MIST and ROC-FIST programs)	Director of Operations/ Program Manager/ Regional Director of Behavioral Health	End of 4 th week	45 to 60 days after transition team departs
Ongoing refinement and clinical/ program support for base and ROC programs.	Regional Behavioral Health Director/ Corporate Mental Health Team	Within 6 th , 7 th , and 8 th week of start-date	Refinement and support is ongoing. All base and ROC mental health programs continue to be refined,

Event or Activity	Department	Activity Date	Completion Time
			<p>supported and monitored intensely by our CFMG Corporate BH team until all programs are running smoothly and effectively on their own. Thereafter, CFMG's Regional Director of Behavioral Health will conduct routine QA checks or be available as needed.</p>



**Appendix 7 –
Certificate of
Insurance**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/12/2017

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED California Forensic Medical Group, Inc. 2511 Garden Road Suite A160 Monterey CA 93940-1491 USA	INSURER A: Arch Specialty Insurance Company NAIC # 21199	
	INSURER B: Ohio Security Ins Co 24082	
	INSURER C: Berkshire Hathaway Homestate Ins Co. 20044	
	INSURER D: Continental Divide Ins Co 35939	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570065270939** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FLP005988100	06/30/2016	06/30/2017	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000	
				SIR applies per policy terms & conditions				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BKS(17)57578184	09/27/2016	09/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CAWC713187	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	
D				Workers Comp (AOS) CAWC713598 Workers Comp (Oregon)	10/01/2016	10/01/2017		
A	Physicians Prof			FLP005988100 Claims Made SIR applies per policy terms & conditions	06/30/2016	06/30/2017	Each Claim \$2,000,000 Aggregate \$5,000,000	

Certificate No : 570065270939

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Inmate Behavioral Health Services. County of Sonoma, its Officers, Agents and Employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Sheriff's Office 2796 Ventura Ave. Santa Rosa CA 95403 USA	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 <i>Aon Risk Services Inc. of Florida</i>



**Appendix 8 –
Attachments D & E**



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services. Sonoma County's Local Preference Policy for Services can be reviewed at <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: California Forensic Medical Group, Inc.

2. Physical address of the principal place of business:

2511 Garden Road, Suite A160

Monterey, California 93940

3. Business license issued by incorporated city within the County:

License Number 9997042573

Issued by: City of Santa Rosa

Authorized Signature: Kathy Shea Date: 1/17/17

Printed Name & Title: Kathy Shea, Chief Financial Officer



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
Phone: (707) 565-2433 Fax: (707) 565-6107

LIVING WAGE EVALUATION PREFERENCE FORM

For-profit service contractors

A five percent weighting preference shall be provided to any service contractor who certifies that at least fifty percent of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

Non-profit service contractors

A five percent weighting preference shall be provided to any nonprofit service contractor who voluntarily complies with the County's Living Wage Ordinance on the same schedule applicable to for-profit service contractors. To receive this selection preference, the nonprofit service contractor must submit documentation satisfactory to the purchasing officer certifying that the wages paid by the nonprofit service contractor comply with the requirements of the Ordinance. A weighting preference granted pursuant to this procedure shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

The undersigned complies with the statements above.

Yes

No

The undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature Kathleen Shea Date 1/17/17

Printed Name & Title Kathy Shea, Chief Financial Officer

Organization Name California Forensic Medical Group, Inc.

X Organization is For Profit

Organization is Not for Profit

Link to [Living Wage Ordinance](#)

EXHIBIT B
1370 Felony Program

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

FULLY EXECUTED

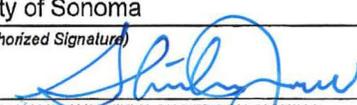
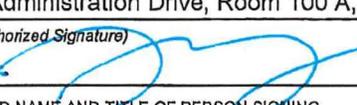
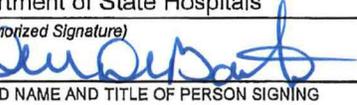
AGREEMENT NUMBER 16-78002-000
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of State Hospitals
CONTRACTOR'S NAME County of Sonoma
- The term of this Agreement is: March 1, 2017, or on DGS approval whichever is later, through February 28, 2018
- The maximum amount of this Agreement is: \$1,527,342.50
One Million Five Hundred Twenty Seven Thousand Three Hundred Forty Two Dollars and Fifty Cents
- 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.

Exhibit A – Scope of Work	5 pages
Exhibit A-1 – Program Elements	7 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C – General Terms and Conditions	4 pages
Exhibit D – Special Terms and Conditions	9 pages
Exhibit E – Confidentiality and Information Security Provisions	7 pages

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Sonoma		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/7/17	 <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED FEB 27 2017 </div> OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
PRINTED NAME AND TITLE OF PERSON SIGNING Shirlee Zane, Chair, County of Sonoma Board of Supervisors		
ADDRESS 575 Administration Drive, Room 100 A, Santa Rosa, CA 95403		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/22/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Joshua Myers, Deputy County Counsel		 <input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME Department of State Hospitals		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/22/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Dawn DiBartolo, Chief, Acquisitions and Business Services Office		
ADDRESS 1600 9th Street, Room 101, Sacramento, CA 95814		

DSH USE ONLY

State Master
 Contractor
 Contract Manager
 Accounting
 State Controller

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Sonoma, hereafter referred to as the Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Contractor's Main Adult Detention Facility (MADF), located at 2777 Ventura Avenue, in Santa Rosa, California.

3. SERVICE HOURS:

A. The services shall be provided twenty-four (24) hours per day, seven (7) days per week, including all State holidays.

4. PROJECT REPRESENTATIVES:

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

Contract Managers:

Department of State Hospitals		County of Sonoma	
Section/Unit: Forensic Services Division / Jail Based Competency Treatment Program		Section/Unit: Sonoma County Sheriff's Office / Main Adult Detention Facility	
Attention: Christina Edens		Attention: Connie Newton	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814		Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: 916-654-5802	Fax: 916-651-1168	Phone: 707-565-8884	Fax: 707-565-1442
Email: Christina.Edens@dsh.ca.gov		Email: Connie.Newton@sonoma-county.org	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals		County of Sonoma	
Section/Unit: Forensic Services Division / Jail Based Competency Treatment Program		Section/Unit: Sonoma County Sheriff's Office / Main Adult Detention Facility	
Attention: David Jones		Attention: Connie Newton	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814		Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: 916-651-5657	Fax: 916-651-1168	Phone: 707-565-8884	Fax: 707-565-1442
Email: David.Jones@dsh.ca.gov		Email: Connie.Newton@sonoma-county.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Oral/verbal comments or agreements are not binding unless confirmed in writing as an official agreement or amendment.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its MADF (hereinafter referred to as "Jail") for the purposes of administering a Jail Based Competency Treatment (JBCT) Program for the provision of restoration of competency treatment services for individuals hereinafter referred to as "Patient Inmates" found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to IST Patient Inmates participating in the JBCT Program.

6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the Jail dedicated to the administration of a JBCT Program and provide restoration of competency treatment services, either directly or through contract that may restore competency for incarcerated IST Patient Inmates. The Contractor shall provide five (5) single cells with beds in the JBCT-designated area and will be paid in full for the minimum five (5) cells with beds at the per diem rate. The DSH shall compensate Contractor for up to an additional five (5) Patient Inmates at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT Program.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the JBCT Program outlines contained in the Exhibit A-1, Program Elements.
- C. Contractor shall ensure that a preliminary evaluation of each potential Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT Program. Contractor shall provide the Sonoma Conditional Release Program (CONREP) with a written report as to placement within the JBCT within ten (10) judicial days of the court's order for placement evaluation.
- D. Implementation of the Contractor's JBCT Program shall be limited to treating Sonoma County Patient Inmates. Contractor agrees that the DSH shall compensate Contractor for the designated area, personnel, and services provided for the care of Patient Inmates receiving treatment services in the JBCT Program, regardless of the number of Patient Inmates admitted, for the contracted five (5) minimum program beds. However, Contractor shall make every reasonable effort to ensure that the five (5) beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT Program above the five (5) beds to the ten (10) bed program maximum.
- E. Contractor shall ensure that priority for admissions to the JBCT Program shall be coordinated through the court and given to those IST individuals most likely to be restored to competency within the JBCT milieu treatment setting. In the event that bed space is limited and two (2) IST individuals are equally likely to be restored to competency within the JBCT milieu treatment setting, Contractor shall admit the individual with the earlier commitment date.
 - i. Upon admission into the JBCT Program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.
- F. Patient Inmates housed at the Jail shall remain under the legal and physical custody of the Contractor.

- G. Contractor retains the right to exclude specific inmates from the JBCT-designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the Jail.
- H. Contractor agrees to consult with the DSH Contract Manager when possible regarding the removal of a Patient Inmate from the JBCT Program. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall, negatively impact others participating in the JBCT Program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT Program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. If a Patient Inmate is removed from the JBCT Program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital. The order of admission to a state hospital shall be made pursuant to California Code of Regulations, Title 9, sections 4700, et seq.
- I. Notwithstanding sections G and H, Contractor shall make every reasonable effort to ensure that the contracted five (5) minimum program beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity and according to the terms set forth in section 6.D.
- J. Contractor shall provide for the care, confinement and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures and court orders applicable to the Jail, including the Prison Rape Elimination Act.
- K. Contractor's custody staff assigned to the JBCT Program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by the Contractor, and shall participate in the JBCT Program treatment team meetings.
- L. Responsibilities for Medical Care:
- i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the Jail, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the Per Diem Rate charged to the DSH.
 - ii. For the purposes of this Agreement, Routine Medical Care, shall be defined as all medical, dental, and mental health care, as well as the cost of medical supplies, any prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the Jail to Patient Inmates, including prescribed psychotropic medications.
 - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of any experimental medication, services that cannot be provided onsite at the Jail, and emergency medical care.
 - iv. Contractor is solely responsible for ensuring Patient Inmates receive all necessary Non-Routine Medical Care. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager immediately in writing and by phone, or as soon as possible. DSH reserves the right to either admit the Patient Inmate to a State Hospital for

- treatment or to require Contractor to ensure that the Patient Inmate is provided care at a facility designated by the Contractor.
- v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. The Contractor shall notify DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. DSH shall pay for services directly or reimburse Contractor for all medical expenses incurred.
 - vi. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the Per Diem Rate charged to the DSH.
 - vii. Patient Inmates who are eligible for continuing competency services and require involuntary administration of medication for a period of more than six months shall be admitted to a state hospital pursuant to California Code of Regulations, Title 9, sections 4700, et seq.
- M. Upon Restoration of Competency
- i. Contractor shall communicate and coordinate with the committing county's behavioral health program by providing records for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competency and transferred from the JBCT Program.
- N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the DSH in writing.
- Q. DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

7. DSH RESPONSIBILITIES:

A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

- i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations. The DSH and any persons or third parties working at DSH's direction shall comply with the terms of Exhibit E, Confidentiality and Information Security Provisions. The DSH nor any persons performing audits and examinations under this Agreement on its behalf may not disclose, disseminate, copy or publish any private information obtained during the course of performing this Agreement, without consent of Contractor, unless such disclosure is required by law.
- v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has thirty (30) days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

- A. Contractor shall coordinate with the committing court to ensure the following documents are provided by the court for all Patient Inmates upon admission:
- i. The commitment order, including a specification of the charges;
 - ii. A computation or statement setting forth the maximum term of commitment;
 - iii. A computation or statement setting forth the amount of credit for time served, if any, to be deducted from the maximum term of commitment;
 - iv. State summary criminal history information;
 - v. Any arrest reports prepared by the police department or other law enforcement agency;
 - vi. Any court ordered psychiatric examination or evaluation reports;
 - vii. The community program director's placement recommendation report; and
 - viii. Records of any findings of prior mental incompetence.
- B. Psychological Assessment Protocol
- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of the following preliminary assessment instruments:
 - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, legal history and barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
 - 2) Assessment of Malingering. *Miller Forensic Assessment of Symptoms (M-FAST)*;
 - 3) Assessment of Trial Competence. *Georgia Court Competency Test (GCCT)*, and the *Evaluation of Competency to Stand Trial-Revised (ECST-R)* and/or the *Competency Assessment Instrument-H*; and
 - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.

- ii. Contractor shall complete additional malingering-specific tests, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests presence of malingering. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized:
 - 1) *Structured Interview of Reported Symptoms- Second Edition (SIRS2)* malingering;
 - 2) *Test of Memory Malingering (TOMM)* malingering;
 - 3) *Georgia Atypical Presentation (GAP)* malingering;
 - 4) *Structured Inventory of Malingered Symptoms (SIMS)*; and
 - 5) *Inventory of Legal Knowledge (ILK)*.
- iii. Contractor may administer further cognitive functioning tests based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized:
 - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)* cognitive deficits;
 - 2) *Wide Range Achievement Test 4 (WRAT4)* cognitive deficits/functioning.
 - 3) *Mac Arthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA)*; and
 - 4) *CAST-MR Competency Assessment for Standing Trial for Defendants with Mental Retardation*.
- iv. Contractor may administer additional instruments assessing personality and neuropsychiatric symptoms to complete further assessment of psychological functioning.
 - 1) *Personality Assessment Inventory (PAI)* psychological functioning.
- v. Contractor shall conduct follow up assessments of the Patient Inmate's current competency to stand trial at thirty (30) day intervals or more frequently as needed using any of the following:
 - 1) *Georgia Court Competency Test (GCCT)*;
 - 2) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
 - 3) *Revised Competency to Stand Trial Assessment Instrument (R-CAI)*; and
 - 4) *Competency Assessment Test (CAT)*.

vi. The assessment shall ascertain if competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate to the State Hospital for treatment.

- 1) At the sole and absolute discretion of the DSH Contract Manager, and if requested in writing, Contractor shall admit and/or retain Patient Inmates into the JBCT Program which may contraindicate fast-track jail treatment.

C. Individualized Treatment Program

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit will be listed on the individualized treatment plan, and will be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT Program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to re-assess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmate's treatment plans.

D. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including, Guilty, Not Guilty, Nolo Contender and Not Guilty By Reason of Insanity;
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;

- 7) Adversarial nature of trial process;
 - 8) Evaluating evidence;
 - 9) Court room behavior;
 - 10) Assisting counsel in conducting a defense;
 - 11) Probation and Parole; and
 - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence but who may be restored to competence with additional exposure to the educational material.

E. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmate as soon as possible, in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance. If an involuntary psychotropic medication order is in place, contractor shall deliver involuntary medication as appropriate.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT Program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.

F. Data Deliverables

- i. Contractor shall submit to the DSH a written report monthly and quarterly to include:
 - 1) Total number assessed, admitted, referred to the DSH State Hospital and reason for referral to the State Hospital;
 - 2) Number of admissions by name, admission date and committing county;
 - 3) Within the JBCT Program's total, number and the percentage of individuals successfully restored to competency out of the total number assessed;
 - 4) Number of formal forensic evaluation reports for the courts and the average number of days to complete the court-ordered reports;
 - 5) The average length of time between admission and determination that a Patient Inmate was successfully restored;

- 6) Number of days between the filing of the restoration of competency certificate to the committing court and the court date;
 - 7) Demographics of individuals served;
 - 8) Individuals referred, by name, referral date and committing county;
 - 9) Psychological assessments administered and utilized;
 - 10) Primary diagnosis;
 - 11) Use of interpretive services;
 - 12) Scheduled discharge date with projected length of stay;
 - 13) Number of discharges;
 - 14) Number of individuals diagnosed as malingering; and
 - 15) The number of days by patient and county of commitment that exceed the 10-day limit prescribed by Penal Code section 1372(a)(3)(C).
- ii. Contractor shall submit a summary performance report within thirty (30) days of the end of the contract term, to include but not be limited to, the information stated above and:
- 1) The total number of individuals restored to competency;
 - 2) The average number of days between program admission and discharge;
 - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
 - 4) The cost per cycle of treatment;
 - 5) A description of all implementation challenges; and
 - 6) Special incident reports and notification to the DSH of emergencies.

G. Reporting Requirements

- i. Contractor shall submit a written recommendation to the court that made the commitment and the DSH Contract Manager, as to whether the Patient Inmate should be required to be committed to a state hospital or to any other treatment facility within fifteen (15) judicial days of the court order.
- ii. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager, concerning the Patient Inmate's progress toward recovery of mental competence within ninety (90) days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's

appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

- iii. Contractor's treating psychiatrist shall make efforts to obtain informed consent from the Patient Inmate for antipsychotic medication in instances where the Patient Inmate withdraws his or her consent to antipsychotic medication or if involuntary antipsychotic medication was not ordered and the treating psychiatrist determines that antipsychotic medication has become medically necessary and appropriate. Contractor shall notify the court if the treating psychiatrist is unable to obtain informed consent and is of the opinion the Patient Inmate lacks capacity to make decisions regarding antipsychotic medication or if the Patient Inmate is a danger to others. Contractor shall include an assessment of the current mental status of the Patient Inmate and the opinion of the treating psychiatrist that involuntary antipsychotic medication has become medically necessary and appropriate.
- iv. Contractor shall verbally report any escape within twenty four (24) hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five (5) business days.
- v. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained mental competence.

2. TREATMENT PROTOCOL

- A. Jail Based Competency Treatment is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual therapy per day to each Patient Inmate. Individual sessions should be used to discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmates weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review: 1) progress of all Patient Inmates admitted within thirty (30) days, 2) at subsequent fourteen (14) day intervals thereafter, and 3) when a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

3. SAMPLE JBCT PROGRAM GROUP THERAPY SCHEDULE

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
0800-0850	Staff Member 1: Therapeutic Movement	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 3: JBCT Incentive Store
0900-0950	Staff Member 3: Wellness Education	Staff Member 4: My Life, My Choice	Staff Member 2: Arts & Crafts	Staff Member 4: What Would You Do?	Deputy: Activity of Daily Living Groups
1000-1050	Staff Member 5: Current Events	Staff Member 3: Wellness Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	
	Staff Member 6: Competency Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	Staff Member 2: Table Games	
1100-1150	<i>Lunch</i>	<i>Lunch</i>	Treatment Team Meeting: Grand Rounds	<i>Lunch</i>	<i>Lunch</i>
1200-1250	Individual Contacts	Staff Member 2: Brain Fitness	<i>Lunch</i>	Staff Member 2: Brain Fitness	Individual Contacts
1300-1350	Staff Member 6: Competency Education	Staff Member 4: Court Activity		Staff Member 4: Competency Education	Staff Member 4: My Life, My Choice
	Staff Member 2: Table Games				
1400-1450	Staff Member 5: Trivia Challenge	Individual Contacts	Staff Member 7: Working with Your Attorney	Individual Contacts	JBCT Cinema
		Chaplain: Bible Study	Individual Contacts		
1500-1530	Individual Contacts			Individual Contacts	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by the Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- E. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable.
 - iv. Professional license number, if applicable.
 - v. Invoice total.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State 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.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State 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. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. The Maximum amount of this Agreement shall not exceed \$1,527,342.50.
- B. DSH shall compensate the Contractor with a one-time payment for program implementation, then monthly thereafter for five (5) minimum program beds which includes housing and security at Contractor's MADF rate, and staffing including: a Behavioral Health Clinician, Senior Office Assistant, Forensic Psychiatrist, and a Health Program Manager. DSH shall compensate the Contractor for up to an additional five (5) "non-allocated" beds at the per diem rate for the actual number of days that each bed is filled.

i. Detailed Budget Breakdown:

One-Time Program Implementation	
1. Program Implementation Funds	
a. Initial setup of patient treatment and office space,	
b. Development of an operational clinical Policy and Procedure Manual,	
c. Human Resources activities,	
d. The initial recruitment and hiring of clinical and support staff in advance of new patient admissions, and	
e. Orientation and training time for new staff on clinical operations, policies, and procedures.	
One-Time Payment - not to exceed \$129,719.50	

Allocated – Minimum 5 Beds						
Daily Per Diem Rate		Total Beds		Days in Treatment		12 Month Treatment Total
\$418.45	X	5	X	334	=	\$698,811.50

Non-Allocated – Up to 5 Additional Beds						
Daily Per Diem Rate		Total Beds		Days in Treatment		12 Month Treatment Total
\$418.45	X	5	X	334	=	\$698,811.50

- C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the Agreement price for the services actually rendered.
- D. The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.
- E. Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- F. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

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**: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the 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.
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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (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. 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.

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 307 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.

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 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).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction. Contractor shall include the following in any subcontracts for JBCT services: Neither Contractor nor any persons performing services under this Agreement on Contractor's behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing this Agreement, without prior consent of Contractor, unless such disclosure is required by law.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement,

Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

6. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or

information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

7. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

8. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

9. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

10. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

11. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

13. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

14. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH

shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

15. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

16. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

17. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

18. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

19. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

20. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

21. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by either party, in writing, with ninety (90) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor as specified in Exhibit C.7. The

DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

22. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

23. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

24. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST

which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

- C. If both of the documented results of the TST provided $\leq 0\text{-}9\text{/mm}$ of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is $\geq 10\text{/mm}$ of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

25. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

26. AMENDMENTS:

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

27. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing

work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
- ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
- iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
- iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor

for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
 - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
 - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - ii. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - iii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
 - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES:

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

Exhibit D

INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$2,000,000 per claim or per occurrence; \$5,000,000 annual aggregate. **The required limits shall apply exclusively to the County of Sonoma.**
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: Inmate Behavioral Health Services
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma its Officers, Agents and Employees
Attn.: Sonoma County Sheriff's Office
2796 Ventura Ave.

Santa Rosa, CA 95403

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 8
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Disbursement of FY 16/17 First District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17:
Teen Services Sonoma, \$2000

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The First District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards to the following entities:

- 1) Teen Services Sonoma for advertising and promotion of 2017 Cowboy Cab fundraising event benefiting programs assisting local teens gain employment, vocational, and business skills through Teen Services Sonoma; grant award of \$2,000.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is “Local Events, Organizations and Economic Development.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak

tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$170,000 where 50% of the amount is divided equally across each district as baseline funding and the remaining 50% is divided by the percent of TOT collections by district in the previous fiscal year. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Advertising grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

- 7/19/2016 – Awarded FY 16/17 Category E grants.
- 12/13/2016 – Awarded FY 16/17 Category E grants.
- 3/28/2017 – Awarded FY 16/17 Category E grants.
- 4/11/2017 -- Awarded FY 16/17 Category E grants.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary - FY 16-17			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	2,000		
Additional Appropriation Requested			
Total Expenditures	2,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	2,000		
Use of Fund Balance			
Contingencies			
Total Sources	2,000		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 16/17 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
FY 16/17 Advertising Program Grant Award Agreement			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 9
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Appoint Kevin Davis and Jake McKee to the Sonoma County Fish and Wildlife Commission beginning May 9, 2017, for a term coinciding with the Supervisor's term.

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			
The application is on file with the Clerk of the Board.			



County of Sonoma
Agenda Item
Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 10
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Appointment

Recommended Actions:

Appoint Evan Wiig to the Agriculture Preservation and Open Space Advisory Committee for a term of two years beginning on May 16, 2017 and ending on May 15, 2019. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
Agenda Item
Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt 565-2241

Supervisorial District(s):

Second District

Title: Appointment

Recommended Actions:

Appoint Karen Langdon to the Commission on the Status of Women for a two year term beginning May 16, 2017 and ending May 15, 2019. (Second District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Clerk-Recorder-Assessor

Staff Name and Phone Number:

Deva Proto, 707-565-3246

Supervisorial District(s):

All

Title: 2017 Finding History in Sonoma County – A Day of Discovery

Recommended Actions:

Adopt a resolution recognizing May 21, 2017 as Finding History in Sonoma County – A Day of Discovery.

Executive Summary:

The Board of Supervisors established the County Historical Records Commission in 1979 to foster and promote the preservation of historical records. As part of that mission, the Commission and the Sonoma County Library have come together to host an event that will highlight over 30 public, private, academic and governmental special collections and archives that exist within the County of Sonoma. The first annual Finding History in Sonoma County – A Day of Discovery will occur on Sunday, May 21st, 2017 at the historic DeTurk Round Barn in Santa Rosa from 10:00 am to 2:00 pm.

Discussion:

Sonoma County has a rich history and numerous historically significant documents and records. A component of the Historical Records Commission's duties are to identify and encourage the preservation, conservation, accessibility and use of historic records through events and other mediums. Finding History in Sonoma County – A Day of Discovery was conceived to promote Sonoma County, our history and our records.

The Sonoma County Library and the Sonoma County Historical Records Commission have come together to host an event to discover, celebrate and promote the historical records collections held by many Sonoma County based organizations including over 30 public, private, academic and governmental special collections and archives that exist within the County. The event will include mini workshops focused on the preservation of archival materials, presentations by local authors and historians, book signings by nine local authors, and tours of the historic West End neighborhood.

The first annual Finding History in Sonoma County – A Day of Discovery will occur on Sunday, May 21st, 2017 at the historic DeTurk Round Barn in Santa Rosa from 10:00 am to 2:00 pm. Finding History in

Sonoma County will serve as an opportunity to learn from other organizations and share valuable resources with the public, in what we hope will be the first of many such events that celebrates our county's history.

The attached resolution recognizes and supports the 2017 Finding History in Sonoma County – A Day of Discovery and celebrates the unique history highlighted by this event.

Prior Board Actions:

2/21/2017 Board rescinded Resolution No. 65011 and adopted an amended Resolution No 17-0081 acknowledging the contributions of and updating the administrative procedures for the County Historical Records Commission

5/3/16 Board approved 2016/17 Advertising and Promotions grant awards and funding allocations.

12/4/79 Board adopted Resolution No. 65011 establishing administrative procedures for the implementation of the Historical Records Commission

9/25/79 Board adopted a Resolution of Intent No. 64618 on September 25, 1979 to establish a County Historical Records Commission

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Finding History Day promotes civic engagement by providing education of historical records and resources and engaging with the community regarding their community history. The event is made possible by numerous volunteers from government and the community; from County of Sonoma, Sonoma County Library, Sonoma State University, local cities, local non-profits and authors.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Funding for this event is made possible through the 2016-17 Advertising Program Grant awarded to the Sonoma County Historical Records Commission by the Board of Supervisors and will cover the facility rental, advertising and miscellaneous expenses totaling \$8,000.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution to recognize the 2017 Finding History Day.			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing May 21, 2017 as Finding History in Sonoma County – A Day of Discovery.

Whereas, on September 27, 1965, a resolution of the Board of Supervisors was adopted which designated the Sonoma County Library as the official Archive for the County of Sonoma; and

Whereas, on December 4, 1979, the Sonoma County Historical Records Commission was established by the Board of Supervisors with the intent that they foster and promote the preservation of historical records; and

Whereas, the Sonoma County Historical Records Commission and the Sonoma County Library have partnered to host the first ever Finding History in Sonoma County – A Day of Discovery on May 21, 2017; and

Whereas, Finding History in Sonoma County – A Day of Discovery is intended to draw attention to the history of Sonoma County and the important records and archives that exist within Sonoma County and inform historians and researchers about the past; and

Whereas, Finding History in Sonoma County will serve as an opportunity to learn from other organizations and share valuable resources with the public; and

Whereas, the event will highlight over 30 public, private, academic and governmental special collections and archives that exist within the County of Sonoma; and

Whereas, the event will include mini workshops focused on preservation of archival materials, presentations by local authors and historians, book signings by nine local authors, and tours of the historic West End neighborhood; and

Whereas, it is important to recognize the history of Sonoma County and provide education and outreach regarding the preservation, conservation and usage of historic records.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors commends and recognizes the Sonoma County Historical Records Commission and the Sonoma County Library for their work on Finding History in Sonoma County – A Day of Discovery; and

Be It Further Resolved that the County of Sonoma designates May 21, 2017 as Finding History in Sonoma County Day.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 13
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

BC Capps: 707-565-3029

Supervisorial District(s):

All

Title: 2017 Bike to Work Day and County of Sonoma Bicycle Champion Award

Recommended Actions:

- A. Recognize Thursday, May 11, 2017 as "Bike to Work Day" in Sonoma County.
- B. Adopt Gold Resolutions commending Karen Thompson from the Law Office of the Public Defender and Gary Helfrich from Permit Sonoma for their dedication to bicycle commuting, using sustainable transportation methods, and inspiring fellow employees to use clean commute alternatives as part of their daily commute.

Executive Summary:

Each May, the County hosts an energizer station to honor and show appreciation for bicycle commuters. This year the station will be located at the southwest corner of Ventura Avenue and Administration Drive between 6:00 a.m. and 9:00 a.m. on Thursday, May 11 2017. County employees and members of the public are invited to pick up giveaway prizes, have breakfast, and join other County employees in supporting Bike to Work Day.

Additionally, the County recognizes key individuals for their dedication to bicycle commuting and thereby providing role models to other County employees to encourage them in riding to work on a regular basis. Following a peer-led nomination process from fellow County employees and final review of all nominees from past winners of the Bicycle Champion Award, we are pleased to announce we are recognizing two individuals this year for their leadership and commitment to biking to work: Karen Thompson from the Law Office of the Public Defender and Gary Helfrich from Permit Sonoma. We applaud these two County employees, as well as all of the other individuals who were nominated by their peers for this year's award for their dedication to creating a more sustainable Sonoma County.

Discussion:

The initiation of employee commute emission reduction efforts through the General Services Department actually predates the formation of the Energy and Sustainability Division in September

2006. The County has been partnering with the Sonoma County Bicycle Coalition since 1998 to host the annual Bike to Work Day energizer station at the County Administration Center to show appreciation for our employees who use bicycles to commute to and from work each day.

With the development and adoption of the Climate Protection Action Plan, the County committed to reduce its greenhouse gas emissions to 20% below 2000 levels by 2010. Since that time, the Division has made significant progress on employee commute initiatives despite the limited amount of dedicated funding that has been available for these efforts. In 2007, we began acknowledging the efforts of County employees with a Gold Resolution to honor the annual County of Sonoma Bicycle Champion.

In 2013, the One Day Clean Commute campaign was begun through the use of General Services Director discretionary funds. Over the past four years, this has been our main outreach effort to advertise and promote the County's range of clean commute efforts. The essence of the One Day Clean Commute campaign is to ask all employees to clean commute at least one day per week. If all employees were to take this action, collectively, it would reduce commute greenhouse gas emissions by 20% and save over \$800,000 in fuel costs annually.

Bike To Work Day Energizer Station

Another central element of the Energy and Sustainability Division's clean commute campaign is the annual Bike to Work Day event that celebrates bicycle commuters and promotes bicycling and sustainable transportation. This year's event will be held on Thursday, May 11, 2017 and coincides with National Bike Month and California Clean Air Month. This effort provides an opportunity not only to promote the environmental benefits of bicycle commuting, but will also help Sonoma County reach its goal of becoming the healthiest county in California by 2020.

As in previous years, the Sonoma County Administration Center Energizer Station will be located at the southwest corner of Ventura Avenue and Administration Drive between 6:00 a.m. and 9:00 a.m. on Thursday, May 11, 2017. County employees and members of the public are invited to pick up giveaway prizes, have breakfast, and join other County employees in supporting Bike to Work Day.

County of Sonoma Bicycle Champion Award

In conjunction with Bike to Work Day events each May, the Energy and Sustainability Division solicits nominations from County employees for the County of Sonoma Bicycle Champion Award. This honor is bestowed upon one of the deserving nominees by the Board of Supervisors to both honor them publically and to give other County employees a role model to encourage them in riding to work on a regular basis. This year a total of 50 County employees submitted nominations for 24 different individuals.

The Energy and Sustainability Division applauds all of the individuals listed below for their dedication to creating a more sustainable Sonoma County.

- Mark Abel, General Services Department
- Alden Adkins, Sonoma County Employees' Retirement Association
- Julianne Ballard, Department of Health Services
- Marcia Belforte, Fire and Emergency Services
- Jay Blackburn, Information Systems Department

- Colleen Boe, Department of Agriculture / Weights and Measures
- BC Capps, General Services Department
- Ron Claret, Human Services Department
- Gary Guitierrez, Human Services Department
- Gary Helfrich, Permit Sonoma
- Marty Isom, Department of Health Services
- Brian Lee, Sonoma County Water Agency
- Miko Lim, Department of Health Services (2014 Honoree)
- Nick Mallonee, Human Services Department
- Sid McColley, Department of Health Services (2009 Honoree)
- Kathleen Moser, Department of Health Services
- Gregory Plumb, Sonoma County Water Agency
- Dale Roberts, Sonoma County Water Agency
- William Schurtz, Department of Health Services
- Robbie Shaw, Economic Development Board
- Rod Stroud, Department of Health Services
- Karen Thompson, Law Office of the Public Defender
- Elizabeth Tyree, Sonoma County Regional Parks (2015 Honoree)
- Tennis Wick, Permit Sonoma

Newly added this year, past winners of the Bicycle Champion Award were invited to participate in the selection committee to choose the award winner. These individuals provided invaluable input in evaluating and ranking the nominees. Nominees were evaluated on their commitment to bicycle commuting, their involvement within the larger Sonoma County bicycling community, and their efforts to encourage fellow co-workers to use clean commute alternatives as part of their daily commute. Members of this evaluation committee included:

- Steven Schmitz, Transportation and Public Works (2007 Honoree)
- Sid McColley, Health Services (2009 Honoree)
- Doug Uyehara, Health Services (2010 Honoree)
- Miko Lim, Health Services (2014 Honoree)
- Elizabeth Tyree, Regional Parks (2015 Honoree)
- Christine Culver, Board of Supervisors (2016 Honoree)

It is with great pleasure that we will be recognizing two individuals for their leadership and commitment to biking to work: Karen Thompson from the Law Office of the Public Defender and Gary Helfrich from Permit Sonoma.

Karen Thompson attempts to ride every day as part of her commute and sometimes rides to and from the North County Detention Facility on Ordinance Road as part of her work. She served on the Santa Rosa Cycling Club board for two years and has volunteered for many Santa Rosa Cycling Club events, including the Wine Country Century, as well as with the San Francisco Randonneurs, a long-distance cycling organization. For the Law Office of the Public Defender, Karen represents many folks who don't or can't drive. She encourages these clients to consider cycling and lets them know about cycling resources in the community, such as Community Bikes where they can acquire reconditioned bicycles

and cycling gear. A quote from her nomination form sums it up well: “She takes bike riding super seriously and is very concerned with safety around bike riding. Usually she wears very bright colors when she rides her bike, and she always has a helmet. She's so concerned with bike safety that she will sometimes purchase bike helmets to give to our clients who don't have helmets and often can't afford to purchase one.”

Gary Helfrich is a former executive director of the Sonoma County Bicycle Coalition and has been inducted into the Mountain Bike Hall of Fame. He returned to work at the County several years ago and provides staff support for the Sonoma County Bicycle Pedestrian Advisory Committee, as well as being the lead planner for Sonoma County's Bicycle and Pedestrian Plan. He continues to volunteer and fundraise for the Sonoma County Bicycle Coalition, as well as volunteer with Santa Rosa Cycling Club. Gary concludes “Riding a bike is fun, clears my brain and makes me smile. I reduce my carbon footprint by several metric tons, improve my health and save a boatload of money that would be spent owning and maintaining a car. It’s hard to understand why anyone wouldn't commute by bike!”

The Energy and Sustainability Division applauds the winners and all of the other individuals who were nominated by their peers for this year’s award and salutes their dedication to creating a more sustainable Sonoma County.

Prior Board Actions:

- 6/21/2016: Adopted a Gold Resolution commending Christine Culver from the Board of Supervisors’ office for her dedication to bicycle commuting, using sustainable transportation methods, and inspiring fellow employees and members of the public in Sonoma County.
- 5/10/2016: Recognized May 12, 2016 as “Bike to Work Day” in Sonoma County, and received an update on the One Day Clean Commute employee outreach campaign.
- 6/9/2015: Adopted a Gold Resolution commending Elizabeth Tyree from the Sonoma County Regional Parks Department for her dedication to bicycle commuting, using sustainable transportation methods, and inspiring fellow employees and the public in Sonoma County.
- 5/12/2015: Received status report on the first year of the One Day Clean Commute campaign for County employees, and recognized May 14, 2015 as “Bike to Work Day” in Sonoma County.
- 5/6/2014: Resolution recognizing May 8, 2014 as Bike to Work Day and launching the One Day Clean Commute campaign.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Clean commuting reduces traffic, cuts greenhouse gas emissions, improves air quality, and decreases costs associated with fuel consumption and vehicle maintenance.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: 2017 County of Sonoma Bicycle Champion Award Resolution - Karen Thompson			
Attachment 2: 2017 County of Sonoma Bicycle Champion Award Resolution - Gary Helfrich			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Karen Thompson For Her Dedication To Bicycle Commuting, Using
Sustainable Transportation Methods, And Inspiring Fellow Employees To Use Clean
Commute Alternatives As Part Of Their Daily Commute.**

Whereas, sustainable commute methods, such as using public transit, ridesharing, bicycling, walking, or teleworking reduces traffic congestion, fuel consumption, parking needs, greenhouse gas emissions, and pollution from exhaust; and

Whereas, increased public awareness of the benefits of sustainable commute methods will help to ensure a healthier environment for this and future generations; and

Whereas, Karen Thompson commutes by bicycle as part of her daily commute and has served on the Santa Rosa Cycling Club board for two years. She volunteers for many cycling events, including the Wine Country Century, as well as with the San Francisco Randonneurs, a long-distance cycling organization. For the Law Office of the Public Defender, Karen represents many folks who don't or can't drive. She encourages these clients to consider cycling and lets them know about cycling resources in the community. She has also been known to even purchase bike helmets to give to her clients who don't have helmets and often can't afford to purchase one themselves.

Now, Therefore, Be It Resolved that the Board of Supervisors commends Karen Thompson for her dedication to bicycle commuting, using sustainable transportation methods, and inspiring fellow employees to use clean commute alternatives as part of their daily commute.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution #

Date:

Page 2



County of Sonoma
State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Gary Helfrich For His Dedication To Bicycle Commuting, Using
Sustainable Transportation Methods, And Inspiring Fellow Employees To Use Clean
Commute Alternatives As Part Of Their Daily Commute.**

Whereas, sustainable commute methods, such as using public transit, ridesharing, bicycling, walking, or teleworking reduces traffic congestion, fuel consumption, parking needs, greenhouse gas emissions, and pollution from exhaust; and

Whereas, increased public awareness of the benefits of sustainable commute methods will help to ensure a healthier environment for this and future generations; and

Whereas, Gary Helfrich is the former executive director of the Sonoma County Bicycle Coalition and has been inducted into the Mountain Bike Hall of Fame. In his position with the County, he provides staff support for the Sonoma County Bicycle Pedestrian Advisory Committee, as well as being the lead planner for Sonoma County's Bicycle and Pedestrian Plan. He continues to volunteer and fundraise for the Sonoma County Bicycle Coalition, as well as volunteer with the Santa Rosa Cycling Club. Gary sees many benefits to cycling including reducing his carbon footprint by several metric tons, improving his health, and saving money that would be spent owning and maintaining a car.

Now, Therefore, Be It Resolved that the Board of Supervisors commends Gary Helfrich for his dedication to bicycle commuting, using sustainable transportation methods, and inspiring fellow employees to use clean commute alternatives as part of their daily commute.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution #

Date:

Page 2



County of Sonoma
Agenda Item
Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Designating May 19th as Endangered Species Day. (Third District)

Executive Summary:

Adopt a Gold Resolution Designating May 19th as Endangered Species Day. (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming May 19, 2017 National Endangered Species Day**

WHEREAS, the people throughout the country recognize May 19, 2017 as National Endangered Species Day to bring attention to the decline of plants and animals throughout the United States; and

WHEREAS, Sonoma County encompasses over one million acres of diverse landscape, ranging from the marine environments of the coastal zone, to the forests, woodlands, and grasslands of the coast range foothills and mountains, the vernal pools, seasonal wetlands, and freshwater marshes of the Santa Rosa Plain and Laguna de Santa Rosa, and the extensive marshlands along San Pablo Bay; and

WHEREAS, the natural communities in Sonoma County support a wide diversity of sensitive natural communities, including mixed evergreen forests, oak woodlands and savanna, native and non-native grasslands, coastal beach dune, coastal bluff, northern coastal scrub, chaparral, coastal salt marsh, brackish marsh, freshwater marsh, and riparian scrub and woodland; and

WHEREAS, Sonoma County is home to a broad range of sensitive and listed species, including the California tiger salamander, the California red-legged frog, the Northern spotted owl, California freshwater shrimp, and several vernal pool plants; and

WHEREAS, coho salmon is listed as endangered and Chinook salmon and steelhead trout are listed as threatened in the Russian River watershed; and

WHEREAS, the Sonoma County Water Agency has worked on its own and collaboratively since the 1990s on innovative salmonid restoration efforts, including the Russian River Coho Salmon Captive Broodstock Partnership, the Russian River Steelhead Festival, the California Coastal Monitoring Plan, and implementation of the Russian River Biological Opinion; and

WHEREAS, several environmental organizations, concerned citizens, and others are committed to habitat and species protection.

Resolution #

Date:

Page 2

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Sonoma, State of California, does hereby proclaim May 19, 2017, as **ENDANGERED SPECIES DAY** in the County of Sonoma.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Zane
707-545-1141

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Designating the week of May 14-20 as Affordable Housing Week (Third District)

Executive Summary:

Adopt a Gold Resolution Designating the week of May 14-20 as Affordable Housing Week (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming May 14-20 2017 as Affordable Housing Week**

WHEREAS, Affordable housing is a regional issue that requires regional solutions and participation from all cities and the County; and

WHEREAS, quality affordable housing is vital to healthy, safe, vibrant, and diverse communities;

WHEREAS, affordable homes are the solution to homelessness, and provide support to seniors, families, youth, veterans, and people with disabilities; and

WHEREAS, Sonoma County ranks among the most expensive housing regions in the United States, with median rental prices averaging approximately \$2,000 for a 2 bedroom apartment and median home values around \$585,000; and

WHEREAS, it requires a household income of over \$70,000 to afford the average rent and over \$130,000 per year in order to afford to purchase in Sonoma County which is out of reach for teachers, health workers, retail salespeople, agricultural workers, and other employees needed to ensure a good quality of life; and

WHEREAS, Sonoma County is home to more than 3,000 individuals experiencing homelessness on any given night, 66% of whom are unsheltered; and

WHEREAS, rising housing costs have led longtime residents to be displaced, live in overcrowded and substandard homes, or become homeless, threatening our region's diversity and economic prosperity; and

WHEREAS, creating new permanently affordable homes and preserving and improving existing housing helps our residents maintain community roots and encourages racial and economic diversity for generations; and

WHEREAS, affordable homes close to public transit and jobs reduce greenhouse gas emissions and provide low income families better access to opportunities and amenities; and

WHEREAS, empowering and engaging local resident leaders helps to shape better housing, tenant protections, and development policies; and

WHEREAS, non-profit organizations, local jurisdictions, community organizations and many others continue to build inclusive communities by providing shelter, homes and support for low-income people and those with special needs; and

Resolution #

Date:

Page 2

WHEREAS, likeminded organizations and individuals throughout Sonoma County are dedicated to providing safe, stable, permanent and affordable housing to all members of the community, as well as continuing to bring the issue of affordable housing to the forefront of discussion in Sonoma County.

NOW THEREFORE BE IT RESOLVED that the Sonoma County Board of Supervisors:

(1) recognizes the successful efforts of Burbank Housing, Community Housing Sonoma County, EAH Housing, Eden Housing, Mid-Pen Housing, PEP Housing, and other nonprofit agencies working to increase affordable housing opportunities in Sonoma County.

(2) does hereby proclaim the week of May 14th through May 20th of 2017 as Affordable Housing Week in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Zane
707-545-1141

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Recognizing the 50th Anniversary for Head Start Sonoma County. (Third District)

Executive Summary:

Adopt a Gold Resolution Recognizing the 50th Anniversary for Head Start Sonoma County. (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing Thursday, May 18th As Head Start Day.**

WHEREAS, Community Action Partnership of Sonoma County (CAP Sonoma) was designated the anti-poverty agency for Sonoma County in 1967; and

WHEREAS, CAP Sonoma and the Head Start program are celebrating 50 years of serving in low-income and vulnerable populations in Sonoma County; and

WHEREAS, CAP Sonoma's Head Start and Early Head Start programs serve over 500 children and their families per year; and

WHEREAS, Head Start is the Nation's largest Child and Family Development program and in Sonoma County Head Start has served over 20,000 children and their families since its inception; and

WHEREAS, May 18th marks the 52nd Birthday of the Head Start as a movement in the United States; and

WHEREAS, CAP Sonoma's Head Start is joining Head Starts across the country in hosting a Community Reading Party at Martin Luther King, Jr. Head Start in Santa Rosa; and

WHEREAS, CAP Sonoma invites the community to come celebrate the 50th Anniversary of Head Start in Sonoma County on May 18, 2017 from 1:00 P.M. to 3:00 P.M.; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Sonoma, State of California, do hereby recognize Thursday, May 18th as **Head Start Day**.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Gary Fontenot (707) 565-5931
Tracy Repp (707) 565-5982

Supervisorial District(s):

All

Title: Older Americans Month

Recommended Actions:

Adopt a Resolution designating May 2017 as Older Americans Month in Sonoma County.

Executive Summary:

Sonoma County is committed to honor older adults and celebrate the contributions they have made, and continue to make in their communities. To demonstrate this commitment, the Board of Supervisors annually proclaims May as Older Americans Month in Sonoma County. This year's Older Americans Month theme is *Age Out Loud*, highlighting the important trend that older Americans are working longer, trying new things, and engaging in their communities. Older Americans are taking charge, striving for wellness, focusing on independence, and advocating for themselves and others.

Discussion:

2017 marks the 52nd anniversary of the Older Americans Act, which was signed by President Lyndon B. Johnson into law in July 1965. Since that time, the Act has provided a nationwide aging services network and funding that helps older adults live with dignity in the communities of their choice for as long as possible. These services include home-delivered and congregate meals, caregiver support, community-based assistance, preventive health services, elder abuse prevention, and much more.

AAA Advisory Council members have participated in community events in honor of Older Americans Month including attending the *City of Santa Rosa's Senior Expo* on May 6th at the Finley Community Center and *Senior Rally Day* on May 11th at the State Capitol. Additionally, Council members will participate in the "Age Out Loud, Age Outside" event at Spring Lake Village in Santa Rosa on May 18th. This event will be hosted by *Aging Together Sonoma County* incorporating the Older Americans Month theme to celebrate older adults and the Sonoma County Regional Parks' 50th Anniversary. The event will include an interview with Ted Eliot, former U.S. Ambassador to Afghanistan, conducted by Caryl Hart, Sonoma County Regional Parks Director. Attendees will learn about Age-Friendly Sonoma as well

as enjoy lunch, music, walks, hikes and games at Spring Lake Regional Park after the interview.

Prior Board Actions:

May has been recognized by the Sonoma County Board of Supervisors as Older Americans Month in Sonoma County at the following meetings:

- May 24, 2016, proclaimed May 2016-Older American Month
- May 12, 2015, proclaimed May 2015-Older American Month.
- May 20, 2014, proclaimed May 2014 - Older American Month.
- May 14, 2013, proclaimed May 2013 - Older American Month.
- May 15, 2012, proclaimed May 2012 - Older American Month.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Older Americans Month highlights seniors and acknowledges their accomplishments and contributions to their communities, all of which makes Sonoma County a more vibrant place to live.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

None

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: May 16, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Declaring May 2017 as Older Americans Month In Sonoma County

Whereas, Sonoma County includes seniors who deserve recognition for their contributions to our nation; and

Whereas, since 1965, the Older Americans Act has provided services that help older adults remain healthy and independent by complementing existing medical and health care systems, helping prevent hospital readmissions, and supporting some of life's most basic functions, such as bathing or preparing meals; and

Whereas, these programs also support family caregivers, address issues of exploitation, neglect, and abuse of other adults; and

Whereas, there are over 125,109 persons over age 60 who represent 25% of Sonoma County's total population; and

Whereas, Sonoma County is committed to raising awareness about issues facing seniors and helping all individuals to thrive in communities of their choice for as long as possible; and

Whereas, the 2017 theme is Age Out Loud, Sonoma County recognizes that what it means "to age" has changed—for the better; older adults are taking charge, striving for wellness, focusing on independence, and advocating for themselves their peers, and their communities.

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors joins the President and Congress of the United States, and the Governor of California and proclaims May 2017 to be Older Americans Month in Sonoma County. We urge every resident to take time this month to acknowledge older adults and the people who serve them as powerful and vital individuals who greatly contribute to our community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors / Community Development Board of Directors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:
Christina Rivera 707-565-2431

Supervisorial District(s):
All

Title: Third Quarter Budget Update

Recommended Actions:

- A. Receive the FY 2016-17 Third Quarter Budget Estimates and Updated Fiscal Outlook.
- B. Review preliminary FY 2017-18 fiscal challenges and recommendations.

Executive Summary:

In collaboration with County and Agency managers, the County Administrator's office staff provides the Board updated Budget information on a quarterly basis. The 3rd Quarter update includes an evaluation of the County's General Fund (GF) balance estimated to be available at year-end based on revenue and expenses to date; presents an update to General Fund fiscal multi-year forecast, and seeks Board input for the upcoming public budget hearings commencing June 12, 2017.

Discussion:

FY 2016-17 Third Quarter Budget Update

During the mid-year Budget Update presented on March 7, 2017, staff estimated that there would be \$8.4 million in General Fund savings at year-end. After review of the ten months of fiscal activity, staff is able to refine the year-end estimates. The revised estimate for year-end General Fund savings is now projecting \$12.4 million. The \$4 million improvement from the Mid-year estimates is associated with the following refinements:

- 1) Improvement of \$700,000 in Property Tax revenue not including \$1.7 million associated with residual taxes from dissolved redevelopment areas.
- 2) Better than anticipated state revenue primarily reimbursing election costs of \$548,000.
- 3) Improved treasury pool investment rates resulting in about \$237,000 more in interest earnings.
- 4) \$1,600,000 repayment to the General Fund for funds advanced to purchase and implement the Enterprise Financial System.
- 5) Approximately \$1,000,000 in unspent ongoing operational costs.

Multi-year Forecast Updated with Preliminary 2017-18 Base Budget

At the March 7, 2017 Budget Policy Workshop, the FY 2017-18 budget was forecasted to need \$16.3 million year-end from current FY 2016-17 to roll forward into FY 2017-18. Since then, department staff and the County Administrator team have refined FY 2017-18 anticipated revenues and expenses; and, absent any significant findings, the FY 2017-18 General Fund budget is estimated to require \$13.2 million of unrestricted year-end savings. The net \$3.1 million change from the March 2017 forecast is due mainly to increased interest earnings and the second annual repayment from the Enterprise Financial System which was General Fund used to cover part of the implementation cost.

Although third quarter estimates result in FY 2016-17 year-end savings of \$12.4 million, given prior year variances between estimates and actuals, County Administrator staff has confidence that an additional \$800,000 in combined unused expenses and better than estimated revenues will be realized in order to achieve the \$13.2 million of unrestricted year-end savings to fund the FY 2017-18 General Fund Recommended Budget.

The updated forecast applies to the revised FY 2017-18 base the same revenue growth assumptions as were presented at the March 7, 2017 Budget Policy Workshop. See attachment A.

Overall, the 5-year forecasted baseline expenses are projected to outpace recurring revenues, which results in annual year-end General Fund savings requirement of \$12.5 million in FY 2018-19; \$11.9 million for FY 2019-20; \$12.1 million for FY 2020-21; and \$13.2 million in FY 2021-22. Therefore, any consideration for expanded services or new initiatives will need to be implemented by identifying a specific new funding source or by reducing expenses from existing county programs.

At the time of this writing the Governor's FY 2017-18 state budget May 2017 revise is expected to be released on May 11th several days ahead of the May 15 deadline. Impacts from the Governor Revised Budget will be presented at the Board meeting on May 16 during staff's presentation.

The May Revise serves at the Administration's updated budget plan and reflects the latest revenue information. It sets the stage for the next month of budget negotiations with the Legislature, which must pass a budget by June 15.

The General Fund forecast summary is enclosed (attachment A).

Anticipated Significant Budget Challenges and Recommended Approaches

In-Home Supportive Services (IHSS) \$2.7 million Increased FY 2017-18 County Cost Growing to \$12.6 million in FY 2022-23.

The Governor's January proposed budget includes dismantling of the Maintenance of Effort (MOE) for IHSS. Maintenance of Effort means the County must maintain an agreed upon level of County discretionary funding in order to receive state and/or federal funds. The proposed budget declares that

the Coordinated Care Initiative (CCI) is not cost-effective and will be discontinued effective December 31, 2017. Sonoma County is not one of the seven pilot CCI counties. However, discontinuing CCI re-establishes a variable state-county share of cost for the IHSS program rather than a set level of funding or maintenance of effort. Effective June 30, 2017, the county and state IHSS MOE will end and collective bargaining will remain with the counties and not transfer to the state. A \$625 million statewide increase for counties is estimated in FY 2017-18, increasing to \$2.1 billion in FY 2022-23. For Sonoma County, the estimated impact is preliminarily identified at \$2.7 million growing to \$12.6 million by FY 2022-23.

The California State Association of Counties and the County Welfare Directors Association (CWDA) have been working with the Governor and Legislature to reduce the impact of this change on counties. Staff will bring forth the latest developments during the upcoming budget hearings. Including whether any of the county's FY 2017-18 General Fund demand reduction plans; also known as the 2%, 4%, and 6% reduction plans will need to be implemented. The \$2.7 million estimated cost shift to the county is a 1% net General Fund reduction across the departments that rely on General Fund support.

Road Operations \$3.7 million Highway User Tax Revenue Shortfall

As part of the March 7, 2017 Budget Policy Workshop, the Board was presented with FY 2017-18 Roads Operations funding challenges. The discussion focused on the anticipated funding gap of \$3.7M in Road operations due to the significant shortfall in state gas tax revenues over the past several years. Additionally, the expected shortfall was magnified by the recent winter storms which have a current damage estimate of \$16.4 million. The department is working with FEMA to determine cost to repair roads that are eligible for reimbursement.

Should the department be faced with absorbing the \$3.7 M shortfall, significant reductions in road maintenance and administration would need to be made, including reduction of 28 positions, elimination of the culvert crew and Public Affairs program, which would have severe impacts to timely response to the public, address traffic calming activities, and considerably limiting the ability to carry out road maintenance activities.

On April 6, 2017, SB1, the state transportation funding bill was approved. As a result, it is estimated that the County will receive an additional \$3.8M in new state gas tax revenues in FY 17/18.

Staff is analyzing the approach of applying 50% of the new revenue stream, or \$1.9 million towards backfilling the existing operational gap and the balance toward incrementing Pavement Preservation Program efforts.

Separately, the General Fund (GF) provides \$11.5 million annually for Pavement Preservation programs, which could be adjusted down in order to shift funds to Roads operations. Over the last 5 years, the Board has allocated \$65 million of General Fund dollars towards Pavement Preservation and Road Operations. Since FY 2012-13 there are no other counties that contribute as much discretionary General Fund toward road pavement improvements than Sonoma County, with the exception of San Francisco. On average, \$1 million paves 3.9 miles of roads.

Sheriff Office Adjustments to Align with Available Resources

The Sheriff has identified \$6.5 million in base budget adjustments needed to meet available General and non-General Fund resources for FY 2017-18. This is primarily the result of flat funding combined with negotiated salaries and benefits as well as increases in internal services costs. The FY 2017-18 preliminary budget reflects the reduction of 21 positions. Deletion of positions may include existing employees who will be shifted to fill other vacancies. It is not anticipated that there will be any layoffs as a result of eliminating positions. Service impacts include:

Law Enforcement Division

- 1) Elimination of the Sheriff's Narcotics Unit – will reduce the ability to follow up on leads and disrupt production and distribution of illegal narcotics will be reduced.
- 2) Elimination of the Community Oriented Policing Unit – will limit services related to homeless issues, day laborers, prostitution, alcohol and tobacco violations, abandoned vehicles, neighborhood narcotics distribution, code violations, and other community issues.
- 3) Elimination of the Gang Crimes Unit- will reduce ability to respond to the gang related activity.
- 4) Reduce Sergeants at the Guerneville and Sonoma Valley sub-stations – will reduce the number of sergeant positions from 2 to 1 at each of the stations responsible for 20 deputies at each site, which will increase response time on certain days and hours of the week.
- 5) Changes in Dispatch Supervision – will reduce the number of dispatch supervisors from five to four, which will reduce the ability to cover supervisor vacations, sick leave, training, and vacancies; and leaving some shifts without supervision. In addition, the State 911 coordinator responsibilities, which ensure the accuracy of the data in the system to ensure quick response, would shift from a dispatch supervisor to the dispatch manager.
- 6) Reduction in Crime Analysis – will eliminate a Department Analyst who assists in developing strategies to combat crime in specific geographical areas, works closely with detectives in Investigations on high profile case data retrieval, and provide profiling of suspects. Elimination of the second crime analyst will limit the ability to address workload by 50%, resulting in unmet crime analysis needs.
- 7) Reduction in Marine Unit- will reduce staff from four to three, which will impact law enforcement and boating safety services on Sonoma County waterways, including Bodega Bay and the coast, Lake Sonoma, and parts of the Russian, Gualala and Petaluma Rivers/San Pablo Bay.
- 8) Elimination of Channel 3 Dispatcher Positions – will increase hold times for all calls coming in from citizens and decrease customer service, especially during high call volume periods, and eliminating the 24/7 monitoring of Probation field activity, searches, warrant service, surveillance, status checks, transports, recording of field activities, status changes in the Computer Aided Dispatch system, and the California Law Enforcement Telecommunication System.
- 9) Elimination of Graffiti Removal Program – will eliminate one Community Services Officer position. Thus, the ability to respond to community requests for graffiti removal and reduce the Sheriff's crime prevention education efforts.
- 10) Reduction in Civil Extra Help deputy Hours - will extend service lead times from an average of six days to nine or more days from date of document preparation to actual service. At current staffing levels, extra help Civil deputies perform approximately 90% of all deputy field services with Patrol deputies performing the remaining 10%.

- 11) Elimination Report Writing Rooms - will require deputies to return to the Main Office in Santa Rosa to complete necessary reports and in some instances may increase response time to various areas of the County.
- 12) Reduced Contribution to Chaplaincy Program- will reduce the County's funding for this non-profit organization that provides emotional support and counseling to officers and to citizens who are victims of crimes, accidents, and catastrophic incidents. The organization has been successful in recent years at private fundraising efforts with the Tour de Fuzz bike race.
- 13) Reductions in Various Law Enforcement Operational Expenses- will limit the ability to attend supplemental training and have minor impacts on operations.

Detention Division

- 14) Reduction in Behavioral Health Staffing on Graveyard shift - will limit staff ability to manage inmates' behavior.
- 15) Reduction in Mental Health Correctional Sergeant Overtime - will impact variety of programs and internal work groups and committees to deal with the influx and severity of mentally ill inmates in the jail. The mental health sergeant plays a pivotal role in managing the behavioral health issues of inmates in conjunction with being the line-level point of contact for these new behavioral health inmate efforts.
- 16) Increase Criteria for Inmate Electronic Monitoring Program – will reduce overtime and the cost of housing inmates out-of-county.
- 17) Reduce Response to Inmate Vandalism- will limit the number of requests submitted to General Services/Facilities Development and Management for services for graffiti and minor repairs as well as compromise the ability to pass facility inspections. In addition to accelerating the degradation of the quality of the facility.
- 18) Replace correctional deputy training officer with Administrative Aide and Reclassify one Correction Deputy position to Administrative Aide – will replace sworn position with a civilian position which will reduce opportunities for cross training for Correctional Deputies, as well as reduce positions available outside of the housing modules.

Office Wide

- 19) Reduce New Hire Training – will be the result of reducing vacant positions which will result in decreased training costs.

Budget Hearings Structure and Process

The public hearing for the Recommended Budget for Fiscal Year 2017-18 is scheduled to begin on June 12, 2017. CAO staff is working with departments to review and prioritize program change requests above existing baseline funding.

By June 2nd the Recommended budget document will become available to comply with the Budget Act 10-day public review requirement.

Budget Hearings Schedule – Each budget will be considered a regular item presentation unless directed by the Board to be moved to consent.

Departments' Budget Presentation Scope –The presentation will include a budget overview by the assigned County Administrator staff and a department head summary that will include:

- Department description, including key services data “By the Numbers.”
- Review of accomplishments and priorities.

Revisions to the Recommended Budget – Consistent with the state of California County Budget Act §29080 (d), “All proposals for revisions shall be submitted in writing to the Clerk of the Board of Supervisors before the close of the public hearing.” To this end, staff has developed the attached form (attachment B) to receive any proposed revisions to the budget.

Prior Board Actions:

03/07/2017 Budget Policy Workshop & 2nd Quarter 2016-17 Budget Update

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Periodic public review of the County’s overall budget and discussion on the development of next year’s budget encourages community participation. The Board’s focus on long term fiscal sustainability and commitment to deliver important community services will be incorporated into the FY 2017-18 recommended budget.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Budget update does not include recommendation for appropriation changes and does not result in fiscal impacts.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Attachment A: Third Quarter General Fund Estimate & Updated Fiscal Forecast Attachment B: Budget Revision Proposal Form			
Related Items "On File" with the Clerk of the Board:			

Sonoma County Board of Supervisors
May 16, 2017

Attachment A

GENERAL FUND ONLY FORECAST (as of 5/10/17)	Revised Budget FY 16-17	Mid-Year Estimates FY 16-17	3rd Qtr Estimates FY 16-17	Preliminary FY 17-18	Projected FY 18-19	Projected FY 19-20	Projected FY 20-21	Projected FY 21-22
Taxes	\$ 250,152,300	\$ 253,947,010	\$ 256,334,893	\$ 263,060,823	\$ 271,430,000	\$ 279,153,000	\$ 285,782,000	\$ 291,219,000
Secured Property Tax	222,733,000	225,001,001	225,160,605	234,167,029	242,363,000	249,634,000	255,875,000	260,993,000
Redevelopment Increment	(9,963,000)	(10,575,821)	(10,257,015)	(10,667,295)	(11,041,000)	(11,372,000)	(11,656,000)	(11,889,000)
Residual Property Tax RPTTF	2,000,000	2,081,094	3,783,920	3,000,000	3,105,000	3,198,000	3,278,000	3,344,000
Unsecured Property Tax	5,700,000	6,087,692	5,984,308	5,800,000	6,000,000	6,000,000	6,000,000	6,000,000
Supplemental Property Tax	2,800,000	3,027,893	3,347,924	2,960,000	3,000,000	3,000,000	3,000,000	3,000,000
Documentary Transfer Tax	5,000,000	5,500,000	5,500,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Sales Tax	18,324,000	19,107,295	19,107,295	18,564,000	19,121,000	19,695,000	20,187,000	20,591,000
Other Taxes (mainly TOT)	3,558,300	3,717,856	3,707,856	4,237,089	3,882,000	3,998,000	4,098,000	4,180,000
Licenses/Permits/Franchises	13,414,570	14,945,554	15,248,461	13,983,887	13,984,000	13,984,000	13,984,000	13,984,000
State and Federal Funds	73,653,187	70,929,319	71,477,137	75,715,023	77,608,000	79,548,000	81,537,000	83,168,000
Fines/Forfeitures/Penalties	7,614,410	7,347,050	7,284,437	7,728,946	7,000,000	7,000,000	7,000,000	7,000,000
Use of Money/Property	5,266,822	5,178,764	5,415,707	5,031,876	5,034,000	5,037,000	5,040,000	5,043,000
Charges for Services	51,722,065	45,109,081	43,695,893	48,858,744	49,408,000	49,964,000	50,526,000	51,094,000
Miscellaneous Revenues	4,069,883	5,303,840	7,423,064	5,064,054	5,115,000	5,166,000	5,118,000	5,129,000
Other Financing Sources	16,341,347	15,467,786	14,568,926	14,510,020	14,655,000	14,802,000	14,950,000	15,100,000
Total Sources	\$ 422,234,584	\$ 418,228,402	\$421,448,519	\$ 433,953,373	\$ 444,234,000	\$ 454,654,000	\$ 463,937,000	\$ 471,737,000
Salaries & Benefits	314,287,581	302,808,957	302,042,749	323,092,994	330,362,587	337,795,745	345,396,149	353,167,562
Services & Supplies	110,980,160	109,256,065	107,292,611	108,402,120	111,112,000	113,334,000	115,601,000	117,913,000
Other Charges	27,241,414	25,085,449	24,730,148	27,944,292	28,643,000	29,216,000	29,800,000	30,396,000
Fixed Assets	4,569,841	4,385,661	4,075,227	4,102,356	3,500,000	4,000,000	4,000,000	4,000,001
Other Financing Uses (See Next Page)	33,290,584	33,215,219	34,373,829	36,221,029	36,583,000	36,949,000	37,318,000	37,691,000
<i>Roads Pavement (ongoing)</i>	<i>11,200,000</i>	<i>11,200,000</i>	<i>11,200,000</i>	<i>11,200,000</i>	<i>11,200,000</i>	<i>11,200,000</i>	<i>11,200,000</i>	<i>11,200,000</i>
<i>In Home Support Services</i>	<i>21,784,737</i>	<i>21,784,737</i>	<i>21,784,737</i>	<i>22,253,522</i>	<i>21,930,032</i>	<i>22,697,585</i>	<i>23,551,556</i>	<i>23,551,556</i>
Reimbursements	(85,681,803)	(82,555,555)	(81,795,338)	(91,111,516)	(91,613,000)	(93,674,000)	(95,782,000)	(97,937,000)
Contingencies	887,961	974,468	1,687,961	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Total Uses	\$ 438,560,476	\$ 426,155,001	\$425,391,923	\$ 447,104,797	\$ 456,717,619	\$ 466,518,330	\$ 476,084,705	\$ 484,982,119
Prior Year-End Savings Needed	\$ 16,325,892	\$ 7,926,599	\$ 3,943,405	\$ 13,151,424	\$ 12,483,619	\$ 11,864,330	\$ 12,147,705	\$ 13,245,119
Rolled Forward Year-End Savings		\$ 8,399,293	\$ 12,382,487					

Sonoma County Board of Supervisors
May 16, 2017

Forecast Assumptions:	Revised Budget FY 16-17	Preliminary FY 17-18	Projected FY 18-19	Projected FY 19-20	Projected FY 20-21	Projected FY 21-22
REVENUE						
Sec. Property Tax	5.00%	4.00%	3.50%	3.00%	2.50%	2.00%
Sales Tax	4.00%	t of Annexation	3.00%	3.00%	2.50%	2.00%
Other Tax (mainly TOT Activity Projection)	5.00%	5.00%	4.00%	3.00%	2.50%	2.00%
Interest Earnings Rate Increase	0.00%	Dept. Info	0.25%	0.25%	0.25%	0.25%
State/Federal Funds	Dept. Info	2.50%	2.50%	2.50%	2.50%	2.00%
50% of S&B Growth Estimated to be		Dept. Info	1.13%	1.13%	1.12%	1.13%
Miscellaneous	Dept. Info	1.00%	1.00%	1.00%	1.00%	1.00%
Other Financing	Dept. Info	1.00%	1.00%	1.00%	1.00%	1.00%
SALARIES & BENEFITS						
Wages COLA Adjustment (Mar. 2017)	3.00%	0.00%				
Medical Benefit Contribution Change	3.00%	0.30%				
Future Salary & Benefits Cost Changes	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Annual Average Wage Merit Adjustment	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
<i>Factors listed were chosen for fiscal modeling purposes only.</i>						
NON-SALARIES & BENEFITS						
Services & Supplies	Dept. Info	Dept. Info	2.50%	2.00%	2.00%	2.00%
Other Charges	Dept. Info	Dept. Info	2.50%	2.00%	2.00%	2.00%
Reimbursements (mainly staff costs)	Approved State Plan	ACTTC Est.	0.55%	2.25%	2.25%	2.25%
Other Financing Major Components:	\$ 33,290,584	\$ 36,221,029	\$ 36,583,000	\$ 36,949,000	\$ 37,318,000	\$ 37,691,000
Human Services	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237
Human Services VLF Pass-Through	\$759,816	\$0	\$0	\$0	\$0	\$0
Roads	\$4,411,378	\$4,978,192	\$4,978,192	\$4,978,192	\$4,978,192	\$4,978,192
Health Contribution	\$9,025,114	\$9,333,295	\$9,333,295	\$9,333,295	\$9,333,295	\$9,333,295
Capital Projects	\$7,029,429	\$5,493,429	\$5,500,000	\$5,500,000	\$5,500,000	\$5,500,000
RDA Residual to Reinvest. & Revitalization	\$2,000,000	\$3,000,000	\$3,105,000	\$3,198,000	\$3,278,000	\$3,344,000
Prop. 172 Dedicated for Fire Svcs	\$1,283,434	\$1,315,520	\$1,348,408	\$1,382,118	\$1,416,671	\$1,445,004
Intra-Department / Project Transfers	\$3,638,176	\$6,957,356	\$7,174,868	\$7,414,158	\$7,668,605	\$7,947,272



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone: (707) 565-7170 / EDB

Supervisorial District(s):

All

Title: Annual Tourism Assessment Report & Continuation of Tourism Assessment Without Change in Fiscal Year 2017-2018

Recommended Actions:

- (1) Conduct a public hearing to consider the Sonoma County Tourism Bureau's annual tourism assessment report to support the continuation of the tourism assessment in fiscal year 2017-18; and
- (2) Adopt a resolution confirming the Tourism Bureau's Annual Report and continuing without change the levy of the tourism assessment for the Sonoma County Tourism Business Improvement Area for Fiscal Year 2017-18.
- (3) Direct staff to work with the Sonoma County Tourism Bureau to amend the Agreement for Services to extend the term to June 30, 2018 and to include expenditure policy restrictions to provide services and programs promoting tourism in Sonoma County funded by assessments from within the Sonoma County Tourism Business Improvement Area.

Executive Summary:

Staff recommends the Board approve a resolution confirming the Annual Report prepared by the Sonoma County Tourism Bureau and continuing the program and assessments as levied without change for fiscal year 2017-18. Staff will work with Sonoma County Tourism to amend the Agreement for Services with the Sonoma County Tourism Bureau to include expenditure policy restrictions to carry out the services, activities and programs promoting tourism funded by the assessments for the special benefit of the lodging establishments within the Sonoma County Tourism Business Improvement Area. The current Agreement for Services will remain in place until the amendments are brought back to the Board of Supervisors for approval within 60 days of this hearing.

Discussion:

Sonoma County Tourism Business Improvement Area Background

On November 2, 2004, the Sonoma County Board of Supervisors adopted the ordinance creating the Sonoma County Tourism Business Improvement Area (Business Improvement Area) in various cities and in the unincorporated areas of the county. Under the ordinance, lodging establishments generating

annual room revenue of \$350,000 or more must pay an assessment equal to 2% of such revenue. Pursuant to Streets and Highways Code section 36535(d), the levy of the assessment and program to promote tourism has continued without change in the Business Improvement Area since 2004.

In January 2005, the Board appointed five members to the Sonoma County Tourism Business Improvement Area Advisory Board which is charged with advising the Board of Supervisors on the amount of the Area's Assessments and on the services, programs and activities to be funded by the Assessments, and in February 2005, appointed eight (8) of the 22-member body to the Sonoma County Tourism Bureau (Tourism Bureau) Board of Directors. The Tourism Bureau is a private, non-profit organization dedicated to increasing overnight stays in Sonoma County.

In June 2005, the Sonoma County Board of Supervisors executed an agreement with the Tourism Bureau to carry out services, activities, and programs promoting tourism to Sonoma County, funded by assessments from within the Business Improvement Area.

In 2011, the Sonoma County Board of Supervisors amended the ordinance that formed the Business Improvement Area, appointing Tourism Bureaus board of directors to also serve as the advisory board for the Business Improvement Area. This decision was based on recommendations of the 2010 County audit of the organization.

As it has done every year since 2004, the Tourism Bureau again has submitted its Annual Report which contains information on the activities and corresponding expenditures to carry out in Fiscal Year 2017-18. The Report also contains a budget showing projected revenue from assessments and all other sources sufficient to carry out the services, programs, and activities set forth in the plan. The Tourism Bureau has also submitted its audited financial statements and independent auditor's report which provides a detailed description of the organization's revenue and expenses and the special benefit provided to the lodging establishments within the Business Improvement Area.

Collection of Tourism Assessment and Transient Occupancy Tax

The Sonoma County Treasurer-Tax Collector collects the BIA assessment from all qualifying entities in the unincorporated areas of the County and also remittances from member cities, which include the Cities of Santa Rosa, Rohnert Park, Petaluma, Cloverdale, Cotati, and Sebastopol, and the Town of Windsor. The City of Sonoma and the City of Healdsburg have not approved consent resolutions to join the BIA.

In addition to BIA funds, the Sonoma County Tourism Bureau receives funding from the County of Sonoma's Transient Occupancy Tax (TOT) through the Advertising Program. TOT is authorized under State Revenue and Taxation Code Section 7280, as an additional source of non-property tax revenue to local government. This tax is levied in Sonoma County at a rate of 12% for accommodations at lodging and camping facilities in the unincorporated areas of the County. TOT funds are discretionary, in that the Board of Supervisors may direct use of these funds for any legitimate county expense and may grant funds that benefit the community in accordance with Government Code section 26100(a)(2) and Government Code section 26227. The Measure L Ad Hoc is currently reviewing the use of TOT funds in Sonoma County, and will be bringing forward Advertising Program policy recommendations for the consideration of the full Board of Supervisors by July 2017.

Findings and Recommendations

The Tourism Bureau, in its capacity as the Advisory Board, recommends that the Board accept and confirm this Annual Report and continue the assessments as levied without change for the Business Improvement Area in Fiscal Year 2017-2018 pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code section 36535(d) et seq.), subject to the following findings and recommendations:

- 1) That the boundaries of the Business Improvement Area should remain the same, with the recognition that the cities of Santa Rosa, Petaluma, Rohnert Park, Sebastopol, Cloverdale and Cotati, and the Town of Windsor, have not withdrawn their consent to be included within the boundaries of the Business Improvement Area.
- 2) That Tourism Bureau continue to serve as the Advisory Board for the Business Improvement Area.
- 3) That the method and basis of levying the assessment remain unchanged and continue in Fiscal Year 2017-2018.
- 4) That the revenues generated by the assessment be used in accordance with the requirements of Sonoma County Code section 33-4 to conduct marketing activities including funding of programs, services, and activities outside of the County designed to increase the number of overnight visits to the County.
- 5) That Tourism Bureau has retained the services of Dillwood & Burkle, LLP, an independent certified public accounting firm, to audit the Tourism Bureau's finances and it concluded in its Independent Auditor's Report that there were no material weaknesses or significant audit findings in relation to Business Improvement Area program (Attachment 3).

Also included in this report is the Sonoma County Tourism Audit of Credit Card Payments for Travel Expenses (Attachment 6), covering the audit period of January 2014-September 2016. This audit identifies several findings including meal reimbursement receipts with no breakdown of meals and beverages, locally reimbursed meals, charged items of personal nature, and an unallowable cell phone reimbursement. SCTB has reported they have taken steps to address all of the findings, including additional layers of sign-offs, repayment of personal charges, and other internal policy improvements. The Agreement for Services (Attachment 4) between the County of Sonoma and SCTB will be updated within the following 60 days to address travel and meal expenditure restrictions.

Activities, Marketing, Advertising, and Public Relations Program Expenditures

The type of activities intended to be funded by the Tourism Bureau's Business Improvement Area assessment and Transient Occupancy Tax revenues include:

- (1) advertising; (2) marketing materials and distribution; (3) tradeshow and sales missions; (4) sales and marketing promotions; (5) destination development; (6) research and development; (7) public relations; (8) sales and marketing tools; (9) labor; and (10) administrative expenses.

Purpose and Specific Benefit

Business Improvement Districts are important to California's economy and provide a number of tourism-related services to California's tourism industry, including marketing of assessed businesses, tourism promotion, and special events to attract tourists. Sonoma County Code section 33-4 requires that

revenues from Business Improvement Area assessments must be used to conduct marketing activities designed to increase overnight visits to the area. The term “area” is defined as the territory within the boundaries of the Business Improvement Area, and the term “marketing activities” is defined as activities designed to market the area as a tourist destination, including the expenditure of funds to place advertising in any media, conduct public relations campaigns, perform marketing research, promote conventions and trade shows, and foster improved contacts within the travel industry, for the purpose of promoting tourism within the area. Revenues from assessments may be used for programs, services, and activities outside the area, if such programs, services, and activities are designed to promote and encourage overnight visits to the area. Revenues from assessments may also be used to pay the ongoing reasonable administrative costs associated with the marketing activities.

The focus on increasing overnight visits to the area constitutes a specific benefit to the lodging establishments that pay the assessments. The fact that others may receive incidental benefits from the expenditure of assessments, such as restaurants serving more patrons, does not change the characterization of assessments as a specific benefit to lodging establishments because no additional cost is imposed on the lodging establishments to provide those incidental benefits.

Written and Oral Protests

In advance of this public hearing, written protests may be submitted to Clerk of the Board, County of Sonoma, 575 Administrative Drive, Room 100A, Santa Rosa, CA 95403 by 5:00 p.m. on May 15, 2017. At the public hearing, the Board will consider all protests, both written and oral, presented to the Board prior to the close of the hearing.

Staff recommends the Board accept the Annual Assessment Report for Fiscal Year 2017-18, and adopt the resolution supporting the continuation of the tourism assessment without change. In addition, staff will work with Sonoma County Tourism to amend the Agreement for Services with the Sonoma County Tourism Bureau to carry out the services, activities and programs promoting tourism funded by the assessments for the special benefit of the lodging establishments within the Sonoma County Tourism Business Improvement Area. The current Agreement for Services will remain in place until the amendments are brought back to the Board of Supervisors for approval within 60 days of this hearing.

Prior Board Actions:

5/2/17- The Board adopted a resolution declaring its intention of continuing without change the levy of the Tourism Assessment on the lodging businesses located within the Sonoma County Business Improvement Area and accepted the its FY17-18 Annual Assessment Report.

12/15/16 – 2016 Sonoma County Tourism Annual Report and Resolution Continuing the Program and Assessments as Levied Without Change for the Sonoma County Tourism Business Improvement Area Through June 30, 2017.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Sonoma County Tourism Bureau is a private nonprofit organization that strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and to promote tourism and growth in Sonoma County.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>For Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018), BIA assessment revenue for all participating entities is projected to be \$5,027,854. Per ordinance, Sonoma County Treasurer-Tax Collector maintains a special fund designated as the "Sonoma County Tourism Business Improvement Area Fund" to place all collected assessments before remitting to the Sonoma County Tourism Bureau. Sonoma County Treasurer-Tax Collector retains a two percent administrative fee for recovering the reasonable cost of collecting and administering the BIA in the unincorporated area, which totals approximately \$43,000 in annual revenue. Cities who collect BIA also retain a two percent administrative fee for the same purpose to recover their costs to perform this service.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Attachment 1: FY 2017-18 Annual Assessment Report Attachment 2: Resolution Confirming Continuation of Tourism Assessment Attachment 3: Sonoma County Tourism Bureau Financial Statements and Independent Auditor's Report Attachment 4: Agreement for Services Attachment 5: Copy of Public Hearing Notice</p>			

Attachment 6: Sonoma County Tourism Audit of Credit Card Payments for Travel Expenses

Related Items "On File" with the Clerk of the Board:



SONOMA COUNTY TOURISM
FISCAL YEAR 2017-2018 ANNUAL REPORT

TO BE FILED WITH THE OFFICE OF THE CLERK OF SONOMA COUNTY
PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 36533

I.
BACKGROUND

A. Sonoma County Tourism Business Improvement Area

On November 2, 2004, the Sonoma County Board of Supervisors ("Board") adopted Ordinance No. 5525 ("Ordinance") creating the Sonoma County Tourism Business Improvement Area ("SCTBIA"). Under the Ordinance, lodging establishments generating annual room revenue of \$350,000 or more during the preceding fiscal year must pay an assessment equal to 2% of such revenue. Proceeds from assessments are used to pay for activities designed to increase the number of overnight visitors to the area.

In January 2005, the Board appointed five members to the Sonoma County Tourism Business Improvement Area Advisory Board ("Advisory Board"), a body established pursuant to the Parking and Business Improvement Area Law of 1989 (Streets & Highways Code section 36500 et seq., the "Act") which is charged with advising the Board on the amount of the SCTBIA assessments and on the services, programs and activities to be funded by the assessments. In 2011, the Board amended the Ordinance, appointing the board of directors of Sonoma County Tourism Bureau, Inc. ("SCTB") to serve as the Advisory Board for the SCTBIA. This decision was based on recommendations of a 2010 County audit of the organization.

B. Sonoma County Tourism Bureau, Inc.

The Ordinance authorized the County to contract with a contractor to carry out the services, activities, and programs to be funded from the assessments, and designated SCTB to serve as the initial contractor. In June of 2005, the Board executed an agreement with SCTB to carry out services, activities and programs promoting tourism to Sonoma County, with funding from both SCTBIA assessments and from transient occupant tax (TOT) revenue allocated to SCTB by the Board. As noted above, in 2011, the SCTB Board of Directors was also appointed to serve as the Advisory Board.

The Ordinance requires a 22 member Board of Directors for SCTB, the composition of which must comply with a matrix that provides representation from each supervisorial district, and from each size category of lodging establishment. Appointments to the SCTB board are made on a pro rata basis in accordance with the respective contributions made to the SCTB budget by SCTBIA assessments and by County TOT allocations. The Sonoma lodging industry appoints the number of directors resulting from SCTBIA assessments, and the Board appoints the number of directors resulting from TOT allocations. Since inception, the lodging industry has appointed 14 directors and the County has appointed 8 directors. Despite changing revenues over time, this ratio remains unchanged because the County has allocated a fixed percentage of TOT revenues to SCTB, so that TOT revenues fluctuated in the same percentage as the SCTBIA assessments.

C. Boundaries

SCTBIA was the first county wide tourism business improvement area formed in California. For assessments to be collected from lodging establishments within the incorporated cities in the County, the councils of each City had to consent to formation of the SCTBIA. Consent was given by the Cities of Santa Rosa, Petaluma, Rohnert Park, Sebastopol, Cloverdale and Cotati, and the Town of Windsor. Accordingly, the boundaries of the SCTBIA include the territory within the boundaries of those seven cities plus all of the unincorporated territory within the County. These boundaries have remained unchanged since the SCTBIA was formed, and SCTB does not recommend any changes to the boundaries in the upcoming year.

D. Assessment

Lodging establishments within the boundaries of the SCTBIA generating annual room revenue of \$350,000 or more during the preceding fiscal year must pay an assessment equal to 2% of such revenue. Lodging establishments in the unincorporated territory of the County pay the assessment to the County tax collector. Lodging establishments in the municipalities that consented to formation of the SCTBIA pay the assessments to the collecting entities within their respective municipalities. Those collecting entities, in turn, remit the collected assessments to the County in accordance with written agreements between the County and each municipality. This method and basis of levying and collecting the assessment has been unchanged since the SCTBIA was formed, and SCTB does not recommend any changes in the upcoming year.

E. Purpose and Specific Benefit

The Ordinance requires that revenues from assessments must be used to conduct marketing activities designed to increase overnight visits to the area. The term "area" is defined as the territory within the boundaries of the SCTBIA, and the term "marketing activities" is defined as activities designed to market the area as a tourist destination, including the expenditure of funds to place advertising in any media, conduct public relations campaigns, perform marketing research, promote conventions and trade shows, and foster improved contacts within the travel industry, for the purpose of promoting tourism within the area. Revenues from assessments may be used for programs, services, and activities outside the area, if such programs, services, and activities are designed to promote and encourage overnight visits to the area. Revenues from assessments may also be used to pay the ongoing administrative costs associated with the marketing activities.

The focus on increasing overnight visits to the area constitutes a specific benefit to the lodging establishments that pay the assessments. This specific benefit is what distinguishes the assessments from taxes that are subject to voter approval requirements. The fact that others may receive incidental benefits from the expenditure of assessments, such as restaurants serving more patrons, does not change the characterization of assessments as a specific benefit to lodging establishments because no additional cost is imposed on the lodging establishments to provide those incidental benefits.

F. Annual Report

Pursuant to Ordinance, and in accordance with section 36533 of the Act, SCTB must present an Annual Report to the Board for its approval that includes a program of activities intended to be implemented within the SCTBIA during the upcoming fiscal year, together with an estimate of related expenditures. SCTB must also include in the Annual Report an outline of the previous year's revenues and how those revenues were spent. SCTB obtains annual audits from independent auditors each year. The most recent annual audit is submitted as part of this Annual Report, providing a detailed analysis of the sources and uses of funds. Looking forward, the annual budget for the upcoming year submitted herewith describes the anticipated revenues and expenditures. The balance of this Annual Report will provide additional information concerning programs and activities completed in the prior year, as well as those planned for

the upcoming year. The Board's consideration and requested approval of this Annual Report is the act which constitutes the levy of the assessment for the upcoming year.

II. ANTICIPATED USE OF REVENUE

A. Fiscal Year 2017-2018 BIA Revenue

For Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018), BIA assessment revenue is projected to be \$5,027,854.

B. Fiscal Year 2017-2018 TOT Revenue

For Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018), TOT revenue to be allocated to SCTB is projected to be \$3,240,296 based on most recent County estimates.

C. Recommendation

SCTB, in its capacity as the Advisory Board, recommends that the Board confirm this Annual Report and continue to levy the SCTBIA annual assessment for Fiscal Year 2017-2018 pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code section 36500 et seq.), subject to the following findings and recommendations:

- 1) That the boundaries of the SCTBIA should remain the same, with the recognition that the cities of Santa Rosa, Petaluma, Rohnert Park, Sebastopol, Cloverdale and Cotati, and the Town of Windsor, have not withdrawn their consent to be included within the boundaries of the SCTBIA.
- 2) That SCTB continue to serve as the Advisory Board for the SCTBIA.
- 3) That the method and basis of levying the assessment remain unchanged, and in accordance with the terms of the Ordinance in fiscal year 2017 – 2018.
- 4) That the revenues generated by the assessment be used in accordance with the requirements of the Ordinance to conduct marketing activities designed to increase the number of overnight visits to the County.
- 5) That SCTB has retained the services of Dillwood & Burkle, LLP, an independent certified public accounting firm, to audit the SCTB finances and it concluded in its Independent Auditor's Report that there were no material weaknesses or significant audit findings in relation to SCTB.

D. Activities, Marketing, Advertising, and Public Relations Program Expenditures

The type of activities intended to be funded by the SCT BIA/TOT revenues include:

(1) advertising; (2) marketing materials and distribution; (3) tradeshow and sales missions; (4) sales and marketing promotions; (5) destination development; (6) research and development; (7) public relations; (8) sales and marketing tools; (9) labor; and (10) administrative expenses.

D. Activities, Marketing, Advertising, and Public Relations Program Expenditures (cont.)

1. Advertising

SCT advertises in markets likely to yield overnight visits, driving consumers to trackable channels to increase marketing opt-ins. Strategy is to place a mix of paid content modules along with traditional ads, increase engagement with social media platforms and increase alignment with key advertising partners. The integrated "Sonoma Passion" campaign will showcase the diversity of the area (coast, redwoods and rivers, vineyards and valleys) and experiences to extend visitor stays. Ad messaging will encourage visitors to see more of the total county during their stay. Ad campaigns will be divided among brand advertising that runs year-round, and concentrated campaigns to yield overnight visitation during Oct-Dec and Jan-April, as well as mid-week.

2. Marketing Materials and Distribution

To promote the diversity of Sonoma County visitor experiences and encourage overnight visitation, SCT uses fresh imagery and advertising customized to the audience to inspire travelers. An online strategy that stresses deep content as well as an offline strategy that includes a combined run of 500,000 annual maps and guides serve to influence potential visitors to choose Sonoma County. Additional materials include sales brochures and collateral for use promoting mid-week, off-season visitation to meeting planners, weddings and travel trade.

3. Tradeshows and Sales Missions

Assessments will assist the DMO with funding tradeshows, sales missions and client events. These events will include attendance by qualified meeting planners from across the United States and Canada. These activities are intended to help generate room nights and qualified meeting and tour and travel leads. It is expected that Travel Industry Sales will generate qualified lodging and service business leads from Tour Operators for those hospitality/tourist related businesses within Sonoma County. Assessments will assist with funding the operation of satellite sales offices in Southern California, Washington DC, Chicago, Sacramento and Texas with the objective of specifically targeting meeting and group business.

4. Sales and Marketing Promotions

The activities to market and sell Sonoma County to our three core segments (leisure travel, meetings and groups, and tourism trade) are funded through these assessments. Funds are used for representation in target markets, education and awareness building among clients, incentives to bring group business in during need periods, marketing partnerships to raise awareness and gather information from future visitors, social media and email marketing, memberships in industry groups for leads and exposure and short term promotions to take advantage of ad-hoc opportunities.

5. Destination Development

To sustain the tourism economy, which accounts for almost 20,000 local jobs, SCT provides programs that develop the hospitality workforce (like the Certified Tourism Ambassador program) as well as engages in community listening through the community engagement program. This year SCT will certify the 2,000th Certified Tourism Ambassador, ensuring that all visitor interactions are a positive one.

6. Research and Development

To maintain competitiveness and gauge effectiveness of programs, SCT conducts ongoing research, including contracting with the Sonoma County Economic Development Board for a Tourism Research Fellow as well as purchasing customized reports from tourism researchers. SCT also conducts brand and message audits and modifies marketing and sales activities based on findings. The EDB Research Fellow also manages Sonoma County Restaurant Week with the material assistance of SCT.

7. Public Relations

SCT assists thousands of journalists from around the world with stories about Sonoma County each year. Activities include visiting media to educate them, hosting qualified journalists for visits, attending events with partners like Visit California and representation in national and international markets likely to yield visitation.

8. Sales and Marketing Tools

Funds for sales and marketing tools are used to subscribe to programs that produce sales leads as well as to maintain the customer relationship management systems that track clients, partners and leads.

9. Labor

Labor expenses for group meeting sales activities and administrative personnel will be funded by BIA Assessments. Labor costs for marketing staff who promote the entire County will be funded by TOT revenues.

10. Administrative Expenses

Administrative expenses are 100% funded by BIA Assessments. TOT funds will not be used for administrative expenses. At 9.4% of total revenues, the administrative expenses are at a level consistent with like-sized destination marketing organizations according to the Destination Marketing Association International (DMAI) annual study.

11. Reserve Funding

SCTB maintains reserves to provide funds for significant future cash demands arising from both planned and unplanned events or circumstances. This allows SCTB to be prepared for emergencies and the ability to capitalize upon limited-time strategic opportunities.

12. Capital Expenditures

SCTB will replace outdated computers based on its 4-year replacement schedule.

SONOMA COUNTY TOURISM
Sources & Uses of Funds
July 1, 2017- June 30, 2018

	Fiscal Year 2017-2018
<u>Revenue 2017-2018</u>	
BIA Assessments	\$ 5,027,854
Transient Occupancy Tax	3,240,296
Expense Reimbursements	27,264
Interest Income	<u>24,816</u>
Total Revenue	\$ 8,320,230
Carryover from 2016 Calendar Year	<u>23,286</u>
Total Sources	<u>\$ 8,343,516</u>
<u>Expenditures 2017-2018</u>	
Advertising	\$ 1,042,550
Marketing Materials & Distribution	917,900
Tradeshows & Sales Missions	869,206
Sales & Marketing Promotions	571,200
Destination Development	307,568
Research & Development	262,200
Public Relations	243,460
Sales & Marketing Tools	77,500
Labor	3,091,424
Administrative Expenses	783,357
Reserve Funding	160,000
Capital Expenditures	<u>17,151</u>
Total Uses	<u>\$ 8,343,516</u>
TOTAL SOURCES LESS USES	<u>\$ -</u>

Expense Details FY 2017-2018

Advertising	Budget
Domestic	\$1,005,550
International	37,000
Total	\$1,042,550

Marketing Materials & Distribution	Budget
Photo, Video, Design & Content	\$ 363,000
Collateral Material Print & Distribution	265,000
Website	208,400
Promotional Products	81,500
Total	\$ 917,900

Tradeshows & Sales Missions	Budget
Event Fees & Expenses	\$ 428,315
Travel	297,145
Client Events	143,746
Total	\$ 869,206

Sales & Marketing Promotions	Budget
Outside Representation	\$ 152,000
Industry Education & Site Tours	113,000
Group Cash Incentives	75,000
Marketing Partnerships	67,800
Social Media Marketing	57,900
Email Campaigns	40,000
Memberships	35,500
Short Term Promotions	30,000
Total	\$ 571,200

Expense Details FY 2017-2018 (Cont.)

Destination Development	Budget
CTA Program	\$ 126,270
CTA Collected Fees	(22,240)
Industry Relations	127,609
Community Engagement	75,929
Total	\$ 307,568

Research & Development	Budget
Industry Resources	\$ 55,600
Research Studies	74,000
County EDB Researcher	51,000
Branding & Strategy	81,600
Total	\$ 262,200

Public Relations	Budget
Media Site Tours	\$ 90,000
Contracted Representation	70,000
Visits to Media & Events	43,960
Media Tools & Content	39,500
Total	\$ 243,460

Sales & Marketing Tools	Budget
Sales Lead Generators	\$ 44,000
CRM System	33,500
Total	\$ 77,500

Expense Details FY 2017-2018 (Cont.)

Labor	Budget
Wages	\$ 2,402,089
Benefits	393,504
Taxes & Workers Compensation	233,531
Temporary Help	21,800
Training & Development	30,500
Recruiting	10,000
Total	\$ 3,091,424

Administrative Expenses	Budget
Rent, Utilities, Janitorial	\$ 498,821
Sublease	(188,364)
IT, Telephone	127,585
Legal, Audit, HR Fees	113,853
Auto, Local Travel	99,880
Supplies, Equipment, Maintenance	83,140
Meetings & Retreats	24,800
Insurance, Bank Fees, Taxes	23,642
Total	\$ 783,357

III.
SCT BIA / TOT REPORTING MATRIX

A. Fiscal Year July 1, 2016 – March 31, 2017 + Q4 Forecast (April – June 2017)

Sales Leads	Results July 2016- March 2017	Forecast April – June 2017	Forecast Total FY 2016-2017	FY 2016-17 Goals:
Distributed Leads	504 leads 73,152 rm nights	69 leads 10,181 rm nights	573 leads 83,333 rm nights	425 leads 63,500 rm nights
New Business Leads Booked	131 leads 13,972 rm nights \$35,035,000 Est Econ Impact	20 leads 1,400 rm nights \$5,255,250 Est Econ Impact	151 leads 15,372 rm nights \$40,290,250 Est Econ Impact	125 leads 15,500 rm nights Econ. Impact based on actual #'s from leads.
Site Visits with meeting professionals	35 site visits	9 site visits	44 site visits	36 site visits

B. Fiscal Year July 1, 2015- June 30, 2016 Sales Reporting Metrics

Sales Leads	FY Results	FY Goals:
Distributed Leads	477 leads 75,597 rm nights	525 leads 48,500 rm nights
New Business Leads Booked	123 leads 14,303 rm nights \$40,600,000 Est Econ Impact Cash Incentive booked 24 leads with \$3.8 million Est Econ Impact	150 leads 15,500 rm nights Econ. Impact based on actual room rates, F&B, etc.
Site Visits with meeting professionals	56 site visits	36 site visits

C. Marketing Reporting Metrics

FY July 1, 2016 – March 31, 2017 (3 quarters):

Sonomacounty.com Website Traffic	Sessions 1,909,920	Users 1,405,778	Pageviews 4,216,608
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Visitor Guide Requests:	30,117
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FY July 1, 2015 – June 30, 2016:

Sonomacounty.com Website Traffic	Sessions 2,131,014	Users 1,565,029	Pageviews 5,465,037
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Visitor Guide Requests:	31,148
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County of Sonoma
State of California

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County Of Sonoma, State of California,
Confirming the Sonoma County Tourism Bureau's Annual Report and Continuing Without
Change the Levy of the Tourism Assessment for the Sonoma County Tourism Business
Improvement Area for Fiscal Year 2017-18**

Whereas, on September 14, 2004 and October 12, 2004, the Board of Supervisors adopted Resolution Nos. 04-0850 and 04-0984 establishing the Sonoma County Improvement Area pursuant to the Parking and Business Improvement Area Law of 1989, California Streets and Highway Code Section 36500 et seq. to levy an assessment with the primary purpose to promote tourism activities to benefit the lodging establishments in the Tourism Business Improvement District (Business Improvement District); and

Whereas, in compliance with the California Constitution, Streets and Highway Code section 36535(d) and Sonoma County Code Chapter 33, since the creation of the Business Improvement District and the levy of the tourism assessment in 2004, the nonprofit organization Sonoma County Tourism Bureau (Tourism Bureau) has submitted an annual assessment report to document its marketing, promotional and other activities to promote tourism in the Business Improvement District (Annual Report); and

Whereas, pursuant to Streets and Highways Code section 36535(d), the levy of the assessment and program to promote tourism has continued without change in the Business Improvement District since its establishment in 2004 (Tourism Assessment);

Whereas, in April 2017, the Tourism Bureau submitted its Annual Report for fiscal year 2017-18 which has been available for public review at the Clerk of the Board; and

Whereas, the Annual Report includes an audited financial statement and independent auditors' report for years ended December 31, 2015 and 2014 prepared by Dillwood, Burkell & Millar, LLP which provides a detailed analysis of the uses of funds; and

Resolution #

Date:

Page 2

Whereas, on May 2, 2017, the Board of Supervisors passed a Resolution Declaring Its Intention of Continuing Without Change the Levy of the Tourism Assessment on the Lodging Businesses Located within the Business Improvement District, scheduled the public hearing and published the Resolution of Intent in a newspaper of general circulation seven days prior to the date of the hearing;

Whereas, the Tourism Bureau presented its Annual Report to the Board of Supervisors at the public hearing on May 16, 2017 to demonstrate the marketing, promotion and special services that have been and will continue to be provided for the lodging establishments subject to the Tourism Assessment within the Business Improvement District and support the continuation of the levy of the Tourism Assessment without change in fiscal year 2017-18; and

Whereas, the Tourism Bureau's presentation and the Annual Report establish that the Tourism Assessment complies with Sonoma County Code Chapter 33 and Streets and Highways Code section 36535(d); and

Whereas, the Tourism Bureau's presentation and the Annual Report further establish above and beyond the requirements of Sonoma County Code Chapter 33 and Streets and Highways Code section 36535(d) that the advertising, development of marketing materials and distribution, tradeshow and sales missions, sales and marketing promotions and destination development, research and development, public relations, sales and marketing tools, and labor, technology upgrades and administrative expenses to operate the program have specifically benefitted the lodging establishments that pay the Tourism Assessment by increasing overnight visits to those establishments and the amount of the assessment is no more than necessary to cover the reasonable cost in providing the specific benefits and services in a manner that bears a fair and reasonable relationship to the considerable benefits received by the payors; and

Now, Therefore, Be It Resolved, the Sonoma County Board of Supervisors confirms the Tourism Bureau's Annual Report and hereby continues without change the levy of the Tourism Assessment for fiscal year 2017-18.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Sonoma County Tourism Bureau
(a California Not-for-Profit Corporation)

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
For the Years Ended December 31, 2015 and 2014

Together with Independent Auditors' Report

Sonoma County Tourism Bureau

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Independent Auditors' Report

To the Board of Directors of
Sonoma County Tourism Bureau
Santa Rosa, California

Report on the Financial Statements

We have audited the accompanying financial statements of Sonoma County Tourism Bureau, which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sonoma County Tourism Bureau as of December 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The statement of functional expenses and statement of activities by source for the years ended December 31, 2015 and 2014 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Dillwood Burkel & Millar, LLP

Santa Rosa, California
July 25, 2016

Sonoma County Tourism Bureau

STATEMENTS OF FINANCIAL POSITION

As of December 31,

	<u>2015</u>	<u>2014</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,005,746	\$ 1,957,782
Short-term investments	2,208,332	1,842,408
Accounts receivable	1,597,468	265,711
Inventory	7,407	4,484
Prepaid expenses	151,183	179,236
	<u>4,970,136</u>	<u>4,249,621</u>
NONCURRENT ASSETS		
Property and equipment, net	223,744	48,198
Other assets	54,287	100,818
Deposits	44,951	10,544
	<u>322,982</u>	<u>159,560</u>
TOTAL ASSETS	<u><u>\$ 5,293,118</u></u>	<u><u>\$ 4,409,181</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 279,320	\$ 368,455
Accrued expenses	312,530	349,541
	<u>591,850</u>	<u>717,996</u>
TOTAL CURRENT LIABILITIES	<u>591,850</u>	<u>717,996</u>
NET ASSETS		
Unrestricted undesignated	2,380,091	1,528,059
Unrestricted board designated	2,321,177	2,163,126
	<u>4,701,268</u>	<u>3,691,185</u>
TOTAL UNRESTRICTED NET ASSETS	<u>4,701,268</u>	<u>3,691,185</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 5,293,118</u></u>	<u><u>\$ 4,409,181</u></u>

See accompanying Notes to Financial Statements

Sonoma County Tourism Bureau

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

For the years ended December 31,

	<u>2015</u>	<u>2014</u>
UNRESTRICTED REVENUE AND SUPPORT		
Contracts:		
BIA Contract	\$ 4,483,100	\$ 3,931,939
TOT Contract	2,734,153	2,234,644
River promotion	-	86,274
CTA fees	29,451	32,907
Investment income	10,244	3,610
	<u>7,256,948</u>	<u>6,289,374</u>
Total unrestricted revenue and support		
EXPENSES		
Program expense	5,136,043	4,581,389
Management and general	1,110,822	897,578
	<u>6,246,865</u>	<u>5,478,967</u>
Total expenses		
CHANGES IN NET ASSETS	1,010,083	810,407
NET ASSETS AT BEGINNING OF YEAR	<u>3,691,185</u>	<u>2,880,778</u>
NET ASSETS AT END OF YEAR	<u><u>\$ 4,701,268</u></u>	<u><u>\$ 3,691,185</u></u>

See accompanying Notes to Financial Statements

Sonoma County Tourism Bureau

STATEMENTS OF CASH FLOWS

For the years ended December 31,

	<u>2015</u>	<u>2014</u>
	<i>Increase (decrease) in cash and cash equivalents</i>	
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 1,010,083	\$ 810,407
Adjustments to reconcile changes in net assets to net cash flows from operating activities:		
Depreciation and amortization	94,268	107,491
Net realized and unrealized losses	77	594
Loss on sale of equipment	405	-
(Increase) decrease in operating assets:		
Accounts receivable	(1,331,757)	(255,393)
Inventory	(2,923)	(2,097)
Prepaid expenses	28,053	(2,101)
Deposits	(34,407)	-
Increase (decrease) in operating liabilities:		
Accounts payable	(89,135)	189,125
Accrued expenses	(37,011)	(36,452)
	<u> </u>	<u> </u>
Net cash and cash equivalents provided by (used in) operating activities	(362,347)	811,574
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(223,688)	(9,035)
Increase in investments	(366,001)	(378,583)
	<u> </u>	<u> </u>
Net cash and cash equivalents used in investing activities	(589,689)	(387,618)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on capital lease obligations	-	(2,944)
	<u> </u>	<u> </u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVELANTS	(952,036)	421,012
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		
	<u>1,957,782</u>	<u>1,536,770</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 1,005,746</u>	<u>\$ 1,957,782</u>

See accompanying Notes to Financial Statements

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 1. Organization

The Sonoma County Tourism Bureau (the "Organization" or the "SCTB"), formed on January 4, 2005, is a Nonprofit Mutual Benefit Corporation formed under the Corporation Laws of the State of California. The Organization's mission is to promote Sonoma County as a premier overnight destination with unique and diverse experiences. SCTB has contracts with the county and receives funding from the Sonoma County Tourism Business Improvement Area (BIA) and the County of Sonoma Transient Occupancy Tax (TOT). Sonoma County Tourism Bureau facilitates the services, activities, and programs funded by BIA revenues, which covers all unincorporated areas of Sonoma County, as well as the cities of Cloverdale, Cotati, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and Windsor. The Organization's revenues received from TOT must be spent to promote tourism throughout Sonoma County.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets, revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions.

Classification of Net Assets

Accounting principles generally accepted in the United States of America require that SCTB report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Accordingly, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. Upon expiration of a donor stipulation, or accomplishment of a donor's intended purpose, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statements of Activities as net assets released from restrictions. SCTB had no temporarily or permanently restricted net assets as of December 31, 2015 and 2014. The Organization maintains Board designated funds within unrestricted net assets for various purposes, which are further discussed in Note 6.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires Management to make estimates and assumptions based on Management's knowledge and experience. Those estimates affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenue, support and expenses. The use of Management's estimates primarily relate to the collectability of accounts receivable, valuation reserve on inventory, and depreciable lives of property and equipment. Actual results could differ from these estimates.

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 2. Summary of Significant Accounting Policies, *continued*

Cash and Cash Equivalents

SCTB considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents, except when a restriction is imposed, which limits the investment's use to long-term.

Cash is held in demand accounts at banks, and cash balances may exceed the federally insured amounts during the year. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Fair Value Measurements

Fair value of an investment is the amount that would be received to sell the investment in an orderly transaction between market participants at the measurement date. Market price observability is impacted by a number of factors, including the type of investment and the characteristics specific to the investment. Investments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value. Investments measured and reported at fair value are classified and disclosed in one of the following categories:

- Level 1: Valuation based on quoted market prices in active markets for identical assets or liabilities that the Organization has the ability to access.
- Level 2: Valuations based on pricing inputs that are other than quoted prices in active markets which are either directly or indirectly observable.
- Level 3: Valuations are derived from other valuation methodologies, including pricing models, discounted cash flow models, and similar techniques.

The categorization of an investment within the hierarchy is based on the pricing transparency of the investment and does not necessarily correspond to the Organization's perceived risk of that investment.

Investments

Investments are comprised of fixed income securities, carried at fair value, based on quoted prices in active markets (Level 2 measurements). Interest income is included as an increase in unrestricted net assets since its use is unrestricted.

Investments are held at various banks with varying degrees of insurance. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on investments.

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 2. Summary of Significant Accounting Policies, *continued*

Accounts Receivable

Accounts receivable at December 31, 2015 and 2014 consist of amounts due in the course of conducting business. These receivables are considered fully collectible and no allowance for doubtful accounts has been established.

Inventory

Inventory consists of promotional items used primarily at trade shows. Inventory is valued on the first-in, first-out method.

Prepaid Expenses

Prepaid expenses consist primarily of insurance, rent and trade show fees paid currently for future events.

Property and Equipment

Acquisitions of property and equipment are recorded at cost. Improvements and replacements of property and equipment are capitalized. Maintenance and repairs that do not improve or extend the lives of the property and equipment are charged to expense as incurred. When assets are sold or retired, their costs and related accumulated depreciation are removed from the accounts and any gain or loss is reported in the statements of activities. Deprecation is provided over the estimate useful life of each class, ranging from 2 to 10 years or the life of the lease, when applicable, of depreciable assets and is computed using the straight-line method. SCTB capitalizes all expenditures for property and equipment in excess of \$1,000.

SCTB routinely evaluates the carrying value of its long-lived assets for impairment using standard valuation techniques. When the carrying value of an asset exceeds estimated recoverability, asset impairment is recognized. No asset impairment charges were recorded during the year ended December 31, 2015.

Other Assets

Other assets consist primarily of website design costs. Website design costs in the amount of \$186,125 were initially capitalized in 2013. The costs are to be amortized over the estimated useful life of the current website design, or four years. Other assets at December 31, 2015 and 2014 are reported net of accumulated amortization in the amount of \$131,838 and \$85,307, respectively. Future amortization or the unamortized website design costs is expected to be \$46,531 for 2016, and \$7,756 for 2017. Amortization expense totaled \$46,531 for each of the years ended December 31, 2015 and 2014, respectively.

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 2. Summary of Significant Accounting Policies, *continued*

Advertising Costs

Advertising costs are charged to operations when incurred. Advertising expenses for the years ended December 31, 2015 and 2014 totaled \$796,977 and \$650,596, respectively.

Income Taxes

In letters to SCTB, the Internal Revenue Service and California Franchise Tax Board stated that SCTB is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code (IRC) and from California bank and corporation taxes under Section 23701(e) of the California Revenue and Taxation Code, respectively. However, the Organization is subject to income taxes on any net income that is derived from a trade or business, regularly carried on, and not in furtherance of the purposes for which it was granted exemption, commonly referred to as unrelated business income.

The Organization determines whether its tax positions are "more-likely-than-not" to be sustained upon examination by the applicable taxing authority based on the technical merits of the positions. As of December 31, 2015, the Organization has reviewed its tax positions and has concluded no reserve for uncertain tax positions is required. The Organization's exempt organization information returns are subject to review through three years after the date of filing for federal and four years after the date of filing for California.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based on staff time incurred by employees for various activities. The remaining costs are charged directly to the appropriate functional category.

Concentrations of Credit Risk

At various times during 2014, the Organization had deposit amounts with financial institutions in excess of the \$250,000 Federal Deposit Insurance Corporation ("FDIC") insurance limit. At December 31, 2015, SCTB had approximately \$1,022,000 on deposit in excess of the FDIC insured amount.

Reclassifications

Certain reclassifications have been made to the presentation of the financial statements as of and for the year ended December 31, 2014 to conform to the presentation of the December 31, 2015 financial statements. The reclassifications had no effect on previously reported net income or net assets.

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 3. Fair Value Measurements and Investments

Investments stated at fair value as of December 31 consist of the following fixed income securities:

2015		2014	
Cost	Fair Market Value	Cost	Fair Market Value
\$2,209,002	\$2,208,332	\$1,843,002	\$1,842,408

Investment income consists of the following for the years ended December 31:

	2015	2014
Interest	\$ 10,321	\$ 4,204
Unrealized loss	(77)	(594)
	<u>\$ 10,244</u>	<u>\$ 3,610</u>

Note 4. Property and Equipment

Major classes of property and equipment are as follows at December 31:

	2015	2014
Furniture and fixtures	\$ 134,731	\$ 79,229
IT hardware	179,061	84,803
Office equipment	100,226	58,119
Vehicles	47,395	47,395
Software	20,937	20,937
Leasehold improvements	89,351	65,171
Less: accumulated depreciation	<u>(347,957)</u>	<u>(307,456)</u>
	<u>\$ 223,744</u>	<u>\$ 48,198</u>

Depreciation expense for the years ended December 31, 2015 and 2014 totaled \$47,737 and \$60,960, respectively.

Note 5. Accrued Vacation

Paid time off is available to eligible employees of SCTB, and is recognized as a liability as it accrues. The liability is included in Accrued Expenses, and the balance as of December 31, 2015 and 2014 is \$128,981 and \$106,660, respectively.

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 6. Board Designated Unrestricted Net Assets

The Board Designated Funds consist of funds with no donor or legal restrictions but, through Board resolutions, have been set aside for specific purposes. Board Designated Funds consist of the following as of December 31:

	2015	2014
Catastrophic	\$ 1,346,707	\$ 1,242,866
Stabilization	815,720	761,809
IT and furniture	100,000	100,000
Auto replacement	20,000	10,000
Other programs	-	48,451
	<u>\$ 2,282,427</u>	<u>\$ 2,163,126</u>

Note 7. Operating Leases

SCTB leases office space under an operating lease agreement commencing November 1, 2009 and terminated on October 31, 2015. The agreement was subsequently extended through March 2016. Monthly rent is \$20,366 as of December 31, 2015. SCTB is also responsible for operating costs of 17.88% of the entire building.

The Organization has two sub-leases with similar not-for-profit organizations and rental income is equal to the sub-lessee's Pro Rata share based on square footage. SCTB also receives utilities and overhead reimbursements from the sub-lessees. The income from sub-lease is included under Corporate partnership unrestricted income in the statements of activities.

In March 2015, the Organization entered into a lease agreement for a new office space commencing April 1, 2016 and terminating March 31, 2021, with a 5 year option to extend. Under the agreement monthly rent is \$34,407. SCTB is also responsible for utilities costs which are paid monthly based on estimates and adjusted to actual annually by the landlord. Total utility costs in 2016 are estimated to be \$31,906 under this operating lease. Upon lease termination, SCTB is responsible for disposal costs of all leasehold improvements in the form of cabling, the costs of which are not estimable as of December 31, 2015.

The two sub-lessees also entered into new agreements commencing April 1, 2016 and terminating March 31, 2021. Sublease income will account for 38% of total rent and utilities under the new agreements.

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 7. Operating Leases, *continued*

Future minimum rental payments and income are as follows for the years ended December 31:

	<u>Rental Payment</u>	<u>Sublease Income</u>	<u>Net Future Rent</u>
2016	\$ 376,868	\$ 147,262	\$ 229,606
2017	412,881	156,895	255,986
2018	412,881	156,895	255,986
2019	412,881	156,895	255,986
2020	412,881	156,895	255,986
Thereafter	103,220	39,223	63,997
	<u>\$ 2,131,612</u>	<u>\$ 814,065</u>	<u>\$ 1,317,547</u>

Note 8. Defined Contribution Plan

SCTB has a 401(k) defined contribution plan that covers all employees and includes safe harbor matching contributions and non-elective contributions. Safe Harbor matching contribution eligibility starts after the third month of employment, and equals 100% of the employee's salary deferral up to 3% of the employee's compensation, and 50% of the employee's salary deferral between 3-5% of the employee's compensation. The non-elective contribution eligibility starts after one year of employment, given the employee has reached 21 years in age. The Organization's management, at its sole discretion, determines the amount of non-elective contributions to the plan annually. In the event that a participant terminates his employment with the Organization prior to the completion of the vesting periods, the non-vested amount attributed to non-elective contributions accumulated in the participant's account is forfeited. Retirement plan expense for the years ended December 31, 2015 and 2014 was \$103,220 and \$76,593, respectively.

Note 9. Concentration of Income

SCTB is funded by an ordinance dated November 2, 2004, which created the Business Improvement Area (BIA) of Sonoma County. These revenues are a self-assessment of lodging properties within the BIA area. If the ordinance were discontinued the Organization would be significantly impacted. The risk of loss of support is low, as the ordinance is supported by the lodging industry itself.

The Organization also receives funds from a Transient Occupancy Tax (TOT), which is assessed and collected by the County of Sonoma. Each year, the County Board of Supervisors decides how much of the total TOT to allocate to SCTB, to be used specifically to promote tourism within Sonoma County. Should the tax levy cease to exist, the Organization would be significantly impacted.

Sonoma County Tourism Bureau

NOTES TO FINANCIAL STATEMENTS

For the Years ended December 31, 2015 and 2014

Note 10. Subsequent Events

Management has evaluated subsequent events through July 25, 2016, the date that the financial statements were available to be issued, and determined that other than the new lease discussed in Note 7, there are no material subsequent events that required recognition or additional disclosure in these financial statements.

SUPPLEMENTARY INFORMATION

Sonoma County Tourism Bureau

STATEMENT OF FUNCTIONAL EXPENSES

For the year ended December 31, 2015

	<u>Program Expense</u>	<u>Management and General</u>	<u>Total</u>
Salaries and wages	\$ 1,688,477	\$ 590,872	\$ 2,279,349
Advertising and promotion	1,653,161	-	1,653,161
Meetings, travel, trade shows and entertainment	524,560	34,612	559,172
Postage, printing and publications	422,137	981	423,118
Web services	349,068	-	349,068
Professional and other outside service	157,156	133,670	290,826
Occupancy	37,209	121,709	158,918
Research, recruitment and development	139,787	20,694	160,481
Depreciation and amortization	-	94,269	94,269
CTA program	109,552	-	109,552
Small equipment, lease and repair	5,904	64,725	70,629
Dues and subscriptions	42,952	4,294	47,246
Materials and supplies	6,080	30,871	36,951
Administrative and bank fees	-	2,842	2,842
Tax, license and insurance	-	11,283	11,283
	<u>\$ 5,136,043</u>	<u>\$ 1,110,822</u>	<u>\$ 6,246,865</u>

See accompanying Notes to Supplementary Information and Independent Auditors' Report

Sonoma County Tourism Bureau

STATEMENT OF FUNCTIONAL EXPENSES

For the year ended December 31, 2014

	<u>Program Expense</u>	<u>Management and General</u>	<u>Total</u>
Salaries and wages	\$ 1,605,825	\$ 472,045	\$ 2,077,870
Advertising and promotion	1,344,832	-	1,344,832
Meetings, travel, trade shows and entertainment	523,550	44,694	568,244
Postage, printing and publications	377,288	1,688	378,976
Web services	287,935	-	287,935
Professional and other outside service	133,903	64,616	198,519
Occupancy	40,875	106,919	147,794
Research, recruitment and development	114,547	6,495	121,042
Depreciation and amortization	-	107,491	107,491
CTA program	105,372	-	105,372
Small equipment, lease and repair	2,347	42,567	44,914
Dues and subscriptions	42,712	605	43,317
Materials and supplies	2,203	28,673	30,876
Administrative and bank fees	-	11,990	11,990
Tax, license and insurance	-	9,795	9,795
			-
	<u>\$ 4,581,389</u>	<u>\$ 897,578</u>	<u>\$ 5,478,967</u>

See accompanying Notes to Supplementary Information and Independent Auditors' Report

Sonoma County Tourism Bureau

STATEMENT OF ACTIVITIES BY SOURCE

For the year ended December 31, 2015

	Transient Occupancy Tax	Business Improvement Area and Other Sources	Total
UNRESTRICTED REVENUE AND SUPPORT			
Contracts:			
BIA Contract	\$ -	\$ 4,483,100	\$ 4,483,100
TOT Contract	2,734,153	-	2,734,153
CTA Fees	-	29,451	29,451
Investment income, net	-	10,244	10,244
	<u>2,734,153</u>	<u>4,522,795</u>	<u>7,256,948</u>
EXPENSES			
Wages	550,660	1,312,348	1,863,008
Promotion, marketing appreciation	111,110	745,074	856,184
Advertising	796,977	-	796,977
Web services	338,226	10,841	349,068
Travel and entertainment	105,079	163,914	268,993
Trade show fees	102,684	155,327	258,011
Employee benefits	83,893	187,521	271,413
Mail and delivery	164,840	31,023	195,863
Printing, photography, and design	186,597	40,658	227,255
Professional fees and outside services	155,023	81,270	236,292
Payroll tax expense	36,540	108,388	144,928
Depreciation and amortization	-	94,269	94,269
CTA program	109,392	160	109,552
Occupancy	-	116,201	116,201
Research	93,004	5,145	98,149
Small equipment, lease and repair	-	70,629	70,629
Telephone	-	42,716	42,716
Dues, subscriptions and memberships	1,570	45,677	47,247
Meetings	300	31,868	32,168
Professional development/recruitment	-	62,332	62,332
Legal and accounting	-	54,534	54,534
Office supplies	-	36,951	36,951
Other expense	-	14,125	14,125
	<u>2,835,894</u>	<u>3,410,971</u>	<u>6,246,865</u>
	<u>\$ (101,741)</u>	<u>\$ 1,111,824</u>	<u>\$ 1,010,083</u>
CHANGES IN NET ASSETS			

See accompanying Notes to Supplementary Information and Independent Auditors' Report

Sonoma County Tourism Bureau

STATEMENT OF ACTIVITIES BY SOURCE

For the year ended December 31, 2014

	Transient Occupancy Tax	Business Improvement Area and Other Sources	Total
UNRESTRICTED REVENUE AND SUPPORT			
Contracts:			
BIA Contract	\$ -	\$ 3,931,939	\$ 3,931,939
TOT Contract	2,234,644	-	2,234,644
River advertising agreement		86,274	86,274
CTA Fees	-	32,907	32,907
Investment income, net	-	3,610	3,610
	<u>2,234,644</u>	<u>4,054,730</u>	<u>6,289,374</u>
Total revenue and support			
EXPENSES			
Salaries and wages	500,207	1,205,468	1,705,675
Promotion, marketing appreciation	180,364	513,873	694,237
Advertising	650,596	-	650,596
Web services	277,587	10,347	287,934
Travel and entertainment	110,860	171,588	282,448
Trade show fees	86,965	156,437	243,402
Employee benefits	76,659	162,049	238,708
Mail and delivery	166,335	34,726	201,061
Printing, photography, and design	163,123	14,793	177,916
Professional fees and outside services	117,033	44,875	161,908
Payroll tax expense	39,907	93,581	133,488
Depreciation and amortization	-	107,491	107,491
CTA program	104,832	540	105,372
Occupancy	-	103,899	103,899
Research	56,622	24,219	80,841
Small equipment, lease and repair	-	44,914	44,914
Telephone	-	43,895	43,895
Dues, subscriptions and memberships	11,955	31,362	43,317
Meetings	10,466	31,928	42,394
Professional development/recruitment	-	40,201	40,201
Legal and accounting	-	36,611	36,611
Office supplies	-	30,876	30,876
Other expense	27	21,756	21,783
	<u>2,553,538</u>	<u>2,925,429</u>	<u>5,478,967</u>
Total expenses			
CHANGES IN NET ASSETS	<u>\$ (318,894)</u>	<u>\$ 1,129,301</u>	<u>\$ 810,407</u>

See accompanying Notes to Supplementary Information and Independent Auditors' Report

Sonoma County Tourism Bureau

NOTES TO SUPPLEMENTARY INFORMATION

For the years ended December 31, 2015 and 2014

Note 1. Basis of Presentation

The schedules included in Supplementary Information have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Note 2. Functional Expense Allocation

The costs of providing the various programs and other activities have been provided in detail in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services based on staff time incurred by employees for various activities. The remaining costs are charged directly to the appropriate functional category.

Note 3. Expenses Reported Under Transient Occupancy Tax

Sonoma County Tourism Bureau receives Transient Occupancy Tax (TOT) revenues from the County of Sonoma. Such contract revenues are used to promote the County of Sonoma. Expenses reported under TOT activities on the Statements of Activities by Source reflect only direct expenses incurred. The excess of these direct expenses over the TOT revenue are funded by other revenue sources received by the Organization. All indirect expenses have been absorbed by the activities funded by Business Improvement Area contract revenue and other supports.

Background: (Agreement for Services with the Sonoma County Tourism Bureau (SCTB).)

In January 2008 the Board executed an agreement with the SCTB to carry out services, activities, and programs promoting tourism to Sonoma County funded by Transient Occupancy Tax (TOT). That agreement runs through the end of 2008.

SCTB and the County have negotiated a new four (4) year Agreement for Services (on file with the Clerk), which contains changes from all previous agreements. The first change, to achieve administrative efficiencies associated with agreement language negotiation and review, extends the contract term from one year (as is the current agreement) to a four-year agreement expiring December 31, 2013. Note, that the new multi-year term does not obligate the Board to annually designate funds towards this program, as the County maintains the right, in its sole discretion, to terminate this agreement by giving 30 days written notice to SCTB at any time and without cause. The second change is that on November 30th of each year, the SCTB shall submit to the Economic Development Director, for Board of Supervisors Approval, a summary report comparing the SCTB annual marketing plan and the actual outcomes achieved. In addition, the SCTB will provide periodic reporting on return on investment (ROI) measures. An ROI matrix will be mutually agreed by SCTB and the Director of Economic Development by December 31, 2008. In the meantime, staff will identify and review standard ROI measures used in Tourism industry that are applicable to the county-SCTB business relationship

The new Agreement for Services includes a 3.71% increase in costs for the County of Sonoma compared to the previous year's agreement and allows the County to maintain 8 seats on the SCTB Board of Directors. Funding for this agreement comes from the county's TOT revenue and is included in the FY 08-09 Advertising Fund final adopted budget.

Attachments: None.

On File With Clerk: Agreement for Services between the County of Sonoma and the Sonoma County Tourism Bureau (3-original sets).

CLERK OF THE BOARD USE ONLY

Board Action (If other than "Requested")

Vote:

	MOTION	AYE	NO
BROWN		✓	
SMITH		✓	
KELLEY		✓	
REILLY		✓	
KERNS		✓	



Independent Professional Service Contracts: Administrative Policy #4-6
Criteria for Determining Independent Contractor Status (Checklist)

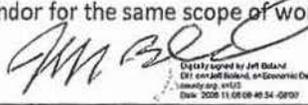
Name of Contractor: Sonoma County Tourism Bureau
 County Department: Economic Development Date: 11/6/08
 Dept. Contact Person: Jeff Boland Phone: 565-6428

SECTION I Please Answer the Following Questions For Determining Consistency with IRS Contractual Relationships:

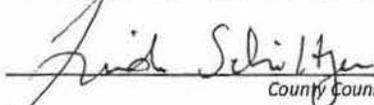
- | | YES | NO |
|---|--------------------------|-------------------------------------|
| a. Do I, as the employer, have the <u>right</u> to control not only the result of the work, but also the way in which it is done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Am I setting the independent contractor's hours? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Is the independent contractor restricted from taking jobs from other businesses at the same time he/she is working for me? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Do I or other departments, to the best of my knowledge, have employee(s) with similar duties as the independent contractor? (Consult with the Personnel Department.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Does the County supply assistants to the contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Is the duration of employment for a specific period of time rather than a specific job? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. Does the County furnish training, tools, or equipment to the contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

SECTION II Please Answer the Following Question for Determining Compliance with County Contractual Requirements:

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| a. Have you executed more than one contract (or any renewal, reissuance, change order, or extension of a contract) with this vendor for the same scope of work in the same fiscal year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Signature: Jeff Boland 
Digitally signed by Jeff Boland
 DN: cn=Jeff Boland, ou=Economic Development, email=jboland@sonoma-county.org, serial=20081106084034, c=US
 Date: 11/6/08
Department Head or Authorized Representative

COUNTY COUNSEL REVIEW (for consistency with IRS criteria for independent contractual relationships):

<input checked="" type="checkbox"/> Approved	<u></u> County Counsel	<u>11/7/08</u> Date
<input type="checkbox"/> Approved, even though a "yes" is marked	_____	_____
	<i>County Counsel</i>	<i>Date</i>
County Counsel explanation of exception (use back of form if necessary):		
<input type="checkbox"/> Not approved	_____	_____
	<i>County Counsel</i>	<i>Date</i>

Instruction for Distribution:

This form must accompany all independent contractor agreements submitted to County Counsel for approval, the Board or Purchasing Agent for execution, and the Auditor-Controller/Treasurer-Tax Collector Department for payment. The Purchasing Agent shall not execute, nor Auditor-Controller/Treasurer-Tax Collector pay, any contract not approved. All contracts marked "not approved" will be returned to the department.

- IRS Form W-9 included for first time contract or Vendor No. _____ data incorrect.
- FAMIS Vendor No. _____ has correct 1099 information.

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement"), dated as of January 1, 2009 ("Effective Date") is made and entered into by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the Sonoma County Tourism Bureau, Inc., a California non-profit mutual benefit corporation ("Contractor" or "SCTB"), with reference to the following facts:

Recitals

WHEREAS, Contractor is designated in the ordinance ("Ordinance") creating the Sonoma County Tourism Business Improvement Area ("SCTBIA") as the initial and successive contractor to be given responsibility for carrying out services, activities and programs promoting tourism in Sonoma County ("Services") funded by assessments from within the SCTBIA and by other revenue sources; and

WHEREAS, Contractor was formed in accordance with the requirements of the Ordinance and is willing to provide the Services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

I. Scope of Services.

1.1 Contractor's Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Section 7. In the event of a conflict between the body of this Agreement and Exhibit "A," the provisions in the body of this Agreement shall control.

1.2 Cooperation with County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 4; or (d) pursue any and all other remedies at law or in equity.

2. Payments.

2.1 Sources. During the term of this Agreement, Contractor shall receive the following payments from County:

a. All revenues received by County from assessments made pursuant to the Ordinance ("Assessments"), less reimbursements and fees authorized by the Ordinance, and

b. Such additional amounts as County, in its sole discretion, shall determine to pay Contractor from sources other than Assessments to promote tourism in Sonoma County. Each year, , the payments due in January, April, and July (pursuant to sub-paragraph 2.3 below) shall be in an amount determined in or about the month of September during the preceding calendar year. The amount due in October shall be determined by the County, in its sole discretion, in or about the month of September during the same calendar year.

2.2 Uses. Contractor shall use funds received pursuant to Section 2.1(a) only for purposes authorized by, and subject to the terms and conditions of, the Ordinance and this Agreement. Contractor shall use funds received pursuant to Section 2.1(b) to promote tourism in Sonoma County in accordance with the terms and conditions of this Agreement. This Agreement will be administered on behalf of the County by the Director of the Economic Development Board, who may authorize disbursements of Assessments to Contractor solely for the purposes authorized in the Ordinance.

2.3 Schedule. County shall pay the amounts described in Section 2.1(a) to Contractor quarterly on the first business days after the 15th day of February, May, August, and November. County shall pay the amounts described in Section 2.1(b) to Contractor quarterly on the first business days after the 15th day of January, April, July, and October. Before making these payments, the Director of the County of Sonoma Economic Development Board shall conduct such investigations of the performance of Contractor and such examinations of the books and records of Contractor, as he or she shall deem necessary to establish that Contractor is in compliance with the terms and conditions of this Agreement and the Ordinance. If the Director of the Economic Development Board determines that Contractor is in breach of any provision of this Agreement or the Ordinance, he or she may withhold any payment due.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to December 31, 2013, unless terminated earlier in accordance with the provisions of Section 4 below. **Thereafter, this Agreement will be automatically renewed each year for successive one-year terms unless one party gives the other party written notice of non-renewal at least 30 days before the expiration of the then current term.**

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination, if Contractor does not cure the reason given within 10 days of receiving the written notice.

4.3 Procedures Relating to Termination. If County terminates this Agreement pursuant to Section 4.1 or 4.2, or if the SCTBIA is disestablished as provided in the Ordinance, or if the term of this Agreement expires, the following procedures shall apply. Contractor's obligations under this Section 4.3 are in addition to those contained in Section 9.8 and 9.9 of this Agreement.

4.3.1 Transfer of or Payment for Property. County and Contractor agree that all property (both tangible property and intangible property such as intellectual property) either (a) acquired by Contractor directly from County, or (b) acquired using funds provided by County pursuant to Section 2.1(a) or Section 2.1(b) of this Agreement, or (c) acquired by Contractor using funds provided by County prior to the term of this Agreement (the "Property") shall be used exclusively for the purposes set forth in the Ordinance and Section 2.2 of this Agreement. No later than twenty (20) days before termination, expiration, or disestablishment, Contractor shall deliver to County a complete list of all Property. For each item of Property, Contractor shall, as designated by County at County's option, either (1) transfer title to and deliver the Property to County (or, if directed by County, to a successor contractor pursuant to Section 33-16(d) of the Ordinance), or (2) pay to County the then-current fair market value of the Property. Contractor shall fully cooperate with County following termination, expiration, or disestablishment to ensure that all Property necessary to the continued operation of the tourism marketing program are transferred and delivered in a prompt and timely manner in order to minimize disruption to the tourism marketing program.

4.3.2 Assignment of Agreements. Contractor shall use its best efforts to ensure that all contracts, leases, and other agreements entered into between Contractor and third parties contain language allowing the contracts, leases, and other agreements to be assigned to the County or a successor contractor. No later than twenty (20) days before termination, expiration, or disestablishment, Contractor shall provide County with a list of all contracts, leases, and other agreements. Contractor shall assign to County or, if directed by County, to a successor contractor, any contract, lease, or other agreement designated by County.

4.3.3 Accounting. Within thirty (30) days of termination, expiration, or disestablishment, Contractor shall provide County with a complete

accounting of all money and other financial assets (including, but not limited to, money market funds, notes, accounts payable, securities, claims, etc.) held by or for Contractor that (a) were acquired by Contractor directly from County, or (b) were acquired using funds provided by County pursuant to Section 2.1(a) or Section 2.1(b) of this Agreement (including assets constituting or acquired using the proceeds from the sale or disposition of Property or the proceeds from any agreement funded by Contractor using funds received from the County) (the "Financial Assets"), and shall transfer such Financial Assets to County.

4.3.4 Cooperation; Payment of Transition Costs. In the event of termination, expiration, or disestablishment, Contractor shall fully cooperate with County in order to transfer the operation of the tourism marketing program to County or to a successor contractor in an orderly and expeditious manner. County shall pay the actual, reasonable costs and expenses incurred by Contractor in providing such cooperation following submission by Contractor of sufficient documentation establishing such costs and expenses.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of Contractor hereunder, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Contractor, subject to Contractor's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. Contractor's obligations under this Section 5 shall not be paid or discharged using funds paid to Contractor by County under Section 2.1(a) or 2.1(b) or using funds derived from any assets or property acquired by Contractor using funds paid to Contractor by County under Section 2.1(a) or 2.1(b), except proceeds from any policy of insurance maintained by Contractor under Section 6.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Economic Development Board.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Economic Development Board.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Economic Development Board.

6.5 Documentation. The following documentation shall be submitted to the County of Sonoma, Economic Development Board:

a. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said Certificates shall be submitted

prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverage's, limits, and endorsements on file with the County for the duration of this Agreement and assumes responsibility to automatically provide renewals without prior notification from County.

b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

c. Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

d. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the Director of the Economic Development Board in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and

all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no additional compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay any applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Assignment Of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all work product, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all work product. Contractor shall have an exclusive right to use the work product during the term of this Agreement, but shall not permit another to use the work product without first obtaining written permission of County.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor shall have an exclusive right to use the documents during the term of this Agreement and may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for

which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Section 10 limits County's right to terminate this Agreement pursuant to Section 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Sonoma County Economic Development Board
401 College Avenue, Suite D
Santa Rosa, CA 95401
Telephone: 707-565-7170

TO: CONTRACTOR: Sonoma County Tourism Bureau (SCTB)
420 Aviation Dr, Ste 106
Santa Rosa, CA 95403
Telephone: 707-539-7252
7282

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

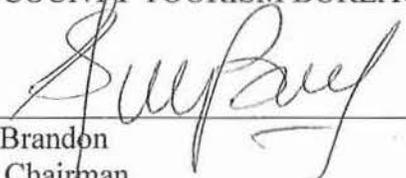
13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

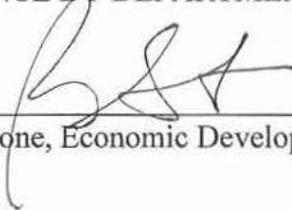
SONOMA COUNTY TOURISM BUREAU, INC.

DATED: 9-10-2008

By: 
Percy Brandon
Board Chairman

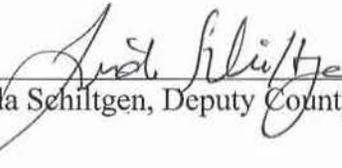
CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE BY DEPARTMENT:

DATED: 9/23/08

By: 
Ben Stone, Economic Development Director

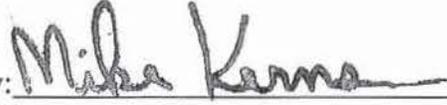
APPROVED AS TO FORM:

DATED: 9/23/08

By: 
Linda Schiltgen, Deputy County Counsel

DATED: 10-7-08

COUNTY OF SONOMA

By: 
Chair, Board of Supervisors

DATED: 10-7-08

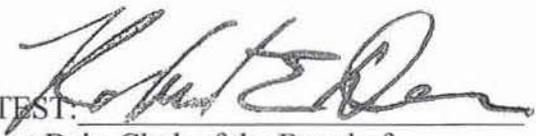
ATTEST: 
Robert Deis, Clerk of the Board of
Supervisors

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall provide the following services to County. This scope of work reflects the desire of County to provide tourism marketing activities as contemplated by the Ordinance.

1. Structure of SCTB. SCTB shall be a California non-profit corporation with a Board of Directors selected and constituted in accordance with the terms and conditions of the Ordinance. SCTB shall operate in accordance with duly authorized and adopted Articles of Incorporation, Bylaws and Board resolutions and shall hold meetings in accordance with the Brown Act. Appointments to the Board of Directors shall be made each year at the Board's annual meeting (in the first calendar year quarter), and shall be allocated based on the requirements established in the Ordinance as applied to the respective contributions made by the parties during the preceding calendar year. If such allocation results in the reduction in the number of directors appointed by the County, any then-serving director previously appointed by the County may serve the remainder of his or her term (as designated by the Sonoma County Board of Supervisors upon appointment of that director) as a non-voting, ex-officio member of the Board of Directors. Members of the SCTBIA Advisory Board, appointed by the Sonoma County Board of Supervisors, will typically serve as members of the SCTB Executive Committee

2. Transition of Responsibilities. On July 1, 2005, SCTB assumed all management responsibilities for the projects, programs and activities previously conducted by the Sonoma County Tourism Program (SCTP), a division of the Economic Development Board. To assist in accomplishing the transition of responsibilities from SCTP to SCTB, and the purposes of the Ordinance, County hereby grants to SCTB an exclusive license to use the assets listed on the attached Schedule 2.a. during the term of this Agreement, including any renewal terms.

3. Responsibilities of the SCTB:

a. SCTB will provide and fund projects, programs and activities that benefit lodging establishments within the SCTBIA. This includes promotion of the SCTBIA as an overnight tourism destination and the provision of direct visitor services. Assessment funds shall be used exclusively for the forgoing purposes.

b. SCTB will provide and fund such additional projects, programs and activities to promote tourism in Sonoma County as may be made possible through other non-Assessment funding sources. These other funds must be maintained and accounted for separately from Assessment funds.

c. SCTB shall perform and fund the specific projects, programs, and activities as described in the annual report referenced in Section 3.d below. In addition, SCTB shall draft a Marketing Plan describing in detail the specific projects, programs, and activities to be performed, and containing a detailed budget for carrying out those

projects, programs, and activities. Such Scope of Services shall be submitted to the Director of the Economic Development Board for review and approval in accordance with Section 3.g below. If approved, the Scope of Services shall be incorporated by reference as a part of this Agreement, and SCTB shall carry out its activities in accordance with the Scope of Services.

d. SCTB shall assist the Advisory Board in the performance of its responsibilities under the Parking and Business Improvement Area Law of 1989 (Sections 36500 *et seq.* of the California Streets and Highways Code, hereinafter the "Law") including, but not limited to,

- i. Preparation of recommendations to the Board of Supervisors regarding the expenditure of Assessment funds, the classification of businesses, and the method and basis of levying the assessment, in accordance with Section 36530 of the Law.
- ii. Preparation of the annual report required by Section 36533 of the Law, which shall include any recommended changes to boundaries, the improvements and activities to be provided for that fiscal year, an estimate of cost for providing the improvements and activities, the method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his/her business for that fiscal year, the amount of any surplus or deficit revenues to be carried over from a previous fiscal year, and the amount of any contributions to be made from sources other than assessments

e. SCTB will develop and maintain financial records related to receipt and/or expenditure of all funds received from County. SCTB shall retain independent auditors to perform an annual audit of its operations, and shall deliver the results of that audit to County within a reasonable amount of time after the end of its fiscal year. In addition, County has the right to audit the books and records of SCTB at any time.

f. By November 30 of each year, the SCTB shall submit to the Director of the Sonoma County Economic Development Board ("EDB") or his/her designee, for Board of Supervisors approval, a summary report of actual expenditures and program accomplishments during the preceding term of this Agreement.

g. By November 30 of each year, the SCTB shall submit to the Director of the EDB or his/her designee, for Board of Supervisors approval, a summary report comparison of the SCTB annual marketing plan and actual outcomes. In addition, the SCTB will also provide additional return on investment (ROI) measures that are to be determined by mutual agreement between the SCTB and the Director of the EDB or his/her designee.

h. By November 30 of each year, the SCTB shall also submit to the Director of the EDB, for action by the Sonoma County Board of Supervisors, the information required by Sections 36533-36542 of the Law pertaining to continuance of the SCTBIA and the levy of Assessments for the following calendar year. SCTB shall have full responsibility for preparing the information and cost estimates required for continuation of SCTBIA and the levying and collection of Assessments, including non-County legal assistance. Required action by the Sonoma County Board of Supervisors will be scheduled for the following January.

i. By November 30 of each year, after consultation with the County, SCTB shall prepare and present to the Director of the EDB any and all changes to this Agreement, and the Marketing Plan, proposed for the following calendar year.

j. SCTB will provide one (1) representative to serve on the Sonoma County Workforce Investment Board (WIB). The representative will assist the continued development of a hospitality training program for the tourism industry.

k. SCTB will allow reasonable access to, and use of, its database information to the Sonoma County Economic Development Board for the purpose of providing the industry with key economic information. The EDB will limit the frequency of its access to and use of the database information to no more than seven times per year. Data will be provided in an Excel format.

l. The SCTB will assume the responsibility of being the County of Sonoma's representative for the Redwood Empire Association. Also, the SCTB will be responsible for determining and funding an annual financial commitment to the Redwood Empire Association.

SCHEDULE 2.a.
(List of Licensed Assets)

Advertising/Service Marks

- Logo Sonoma County – Owned by County of Sonoma
- Partnership Logo – Owned by County of Sonoma
- Service Mark - “The Official Sonoma County Visitor’s Guide”- owned by County of Sonoma

Web-related

- Domain Names – The www.SonomaCounty.com domain name purchased by SCTP from WebPerceptions. The following domain names, which are registered with Network Solutions:

Domain Name	Expiration
SonomaCounty.com	29-Jan-2008
SonomaCountyTourism.com	21-Jan-2009
VintageWinterValues.com	23-Oct-2008
VisitSonomaCounty.com	21-Jan-2009

- All domain names purchased and owned by the SCTB become the property of the County in the event of disestablishment or termination.

Images, Video and Text

- The online appellation map, to which SCTP has non-exclusive rights of use.
- The B-roll/video clips produced by Travelmedia Communications
- To the extent that County has the right to license their use, any and all still images created, acquired or used by SCTP to promote tourism.
- To the extent that County has the right to license their use, any and all video images created, acquired or used by SCTP to promote tourism.
- To the extent that County has the right to license their use, any and all textual or graphic works created, acquired or used by SCTP to promote tourism.



County of Sonoma
State of California

Date: May 2, 2017

Item Number: 1
Resolution Number: 17-0178

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Declaring Its Intention of Continuing Without Change the Levy of the Tourism Assessment on
the Lodging Businesses Located Within the Sonoma County Tourism Business Improvement
District in Fiscal Year 2017-18 and Fixing the Time and Place of a Public Hearing**

Whereas, on September 14, 2004 and October 12, 2004, the Board of Supervisors adopted Resolution Nos. 04-0850 and 04-0984 establishing the Sonoma County Improvement Area pursuant to the Parking and Business Improvement Area Law of 1989, California Streets and Highway Code Section 36500 et seq. to levy an assessment to support tourism activities to benefit the lodging establishments in the Tourism Business Improvement District; and

Whereas, in compliance with the California Constitution and Streets and Highway Code section 36535(d), since the creation of the District and the levy of the tourism assessment in 2004, the nonprofit organization Sonoma County Tourism Bureau has submitted an annual assessment report to document its marketing, promotional and other activities to support tourism in the Sonoma County Tourism Business Improvement District; and

Whereas, pursuant to Streets and Highways Code section 36535(d), the levy of the tourism assessment has continued without change since its establishment in 2004; and

Whereas, the Sonoma County Tourism Bureau has submitted its annual assessment report for fiscal year 2017-18 and will make a presentation to the Board of Supervisors at a public hearing on May 16, 2017 to support the continuation of the levy of the assessment to support tourism without change;

Now, Therefore, Be It Resolved, the Sonoma County Board of Supervisors has accepted the Sonoma County Tourism Bureau's annual assessment report and it is on file with the Clerk of the Board of Supervisors and available for review;

Be It Further Resolved, the Sonoma County Board of Supervisors will conduct a public hearing on May 16, 2017 at the Board of Supervisors Chambers located at 575 Administration Drive, Room 102A, at 9:20 a.m. at which time the Tourism Bureau will make a presentation regarding its annual assessment report to support the continuation of the levy of the tourism assessment without change in fiscal year 2017-18.

Be It Further Resolved, in advance of the public hearing, written protests may be submitted to Clerk of The Board, County of Sonoma, 575 Administrative Drive, Room100A, Santa Rosa, CA 95403 by 5:00 p.m. on May 15, 2017. At the public hearing, the Board will consider all protests, both written and oral, presented to the Board prior to the close of the hearing. Each written protest shall contain a description of the business, property address, and if a person submitting the protest is not shown on the official records as the owner of the business, the protest shall contain or be accompanied by written evidence that the person submitting the protest is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners of businesses in the District which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to continue the tourism assessment shall be taken for a period of one year from the date of the finding by the Board of Supervisors that a majority protest exists. If the majority protest is only against the furnishing of a specific type of tourism activity within the District, that type of tourism activity shall be eliminated. If there is not a majority protest as described herein, the tourism assessment shall continue without change pursuant to Streets and Highway Code Section 36535(d).

Be It Further Resolved, the Clerk of the Board shall cause a copy of this Resolution to be published once in a newspaper of general circulation at least seven days prior to the date of the hearing.

Supervisors:

Gorin: Aye	Rabbitt: Aye	Gore: Aye	Hopkins: Aye	Zane: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

So Ordered.

Sonoma County Tourism
Audit of Credit Card Payments for Travel Expenses
2016

Background

In closed session, the Sonoma County Tourism Executive Committee voted to conduct a special audit of the organization's travel expenditures. The Executive Committee hired Sue Goranson, CPA, SCT's auditor from 2006 to 2011, to perform the audit for \$3,000. Audit field work was conducted in December of 2016 and the audit results delivered to the Executive Committee in January 2017.

The auditor's report follows with the inclusion of management's responses.

INDEPENDENT ACCOUNTANT'S AUDIT CREDIT CARD PAYMENTS FOR TRAVEL EXPENSES

- I. The credit card statements did not cutoff at the end of the month, but rather mid-month making it difficult to track expenses into the general ledger. *It is recommended that the credit card statements be changed to a month-end cutoff to easily enable the credit card expenses to be traced to the monthly general ledger.*

Management's response:

The day of the month that credit card statements cutoff has no impact on ability to trace charges to the general ledger. The statement charges for the billing period will match to the accounting entry for the month regardless if the billing period ends at mid-month or month-end. Changing to a month-end cutoff will delay closing of the books and prevent the Finance & Legal Committee from reviewing the financial statements prior to the monthly Board of Directors meetings.

- II. There was no evidence of supervisor review of the credit card reimbursement reports, therefore, there might have been items of personal nature that were reimbursed by the Bureau. *It is recommended that supervisors approve all credit card reimbursement reports before they go to accounting for coding. It is also recommended that the CEO reimbursement reports be reviewed by the Board of Finance Committee to ensure proper oversight of the CEO.*

Management's response:

Credit card expense reports are completed monthly by each employee who uses a corporate credit card. These reports are submitted to his or her direct supervisor. Supervisors review and sign employees' expense reports and subsequently forward them to the Accounting Department. The audit firm, Dillwood, Burkel & Miller, tested that supervisors sign subordinates' credit card expense reports during their most recent annual audit of SCT and did not find any instances of a missing supervisor's signature.

- III. The breakdown on the credit card reimbursement form for travel are all over the place making it difficult to track specific travel into a travel expense account. *It is recommended that travel expense be outsourced to a travel agent for the best deals, consistency and ease for the accounting staff. It is also recommended that all travel expense be coded to travel, using departmental accounting or subcodes to track specific travel events. This would allow better review of travel expenses rather than travel expense being partial with other general ledger coding being used for specific items.*

Management's response:

The current credit card expense report has separate columns for Plane, Taxi/Tolls, Rental Car, Parking, Lodging and Meals. These expenses could be collapsed into a single Travel column, however some degree of transparency will be lost. SCT's previous use of a travel agent for booking travel did not yield cost savings or increased efficiency. Travel expenses are currently budgeted and recorded by program/department and SCT uses over 300 event codes in tracking and managing the purpose of travel. A listing of event codes is provided in the attachment.

- IV. It is very difficult to recap from the credit card reimbursement forms to the general ledger. There is no recap by individual nor is there a recap by the total of the credit card reimbursement forms. *It is recommended that there at least be a recap by individual reimbursement forms for easier tracking into the general ledger.*

Management's response:

All credit card expense accounting entries include the employee's name in the Document Number field. This allows for the reporting of expenses by employee, which in turn, matches to their respective credit card statements. SCT also utilizes a clearing account for the total of credit card charges which makes it simple to verify that the total of credit card statements matches to the total recorded expenses each month.

- V. On the receipts attached to the reimbursement forms, there is not always a purpose to the receipt- who is attending a meal, why, etc. It was also noted that there is often not a breakdown between the meal and the beverages, especially if it is alcohol. Some of the meal receipts are quite large, without many attendees. *It is recommended that all receipts state attendees and what the purpose of the meal is as well as the breakdown between meals and beverages.*

Management's response:

To sell Sonoma County as an exceptional food and wine destination, it is sometimes beneficial to take clients to locations which showcase what the destination has to offer, which can lead to incurring a higher cost to dine. Staff who have others prepare their expense reports for them, note the purpose, attendees, etc. for meals on their receipts. Those who prepare their own reports, enter this information directly into the appropriate columns of the expense report: Names, Company Name, Place Attended, Purpose, Event Code, etc. The need to distinguish food from beverage in the expense reports will be reinforced with staff.

- VI. It was noted that often lodging is not coded to travel expense, but rather to the account-type of the travel (i.e., professional development). *It is recommended that all travel expenses such as travel, meals and lodging be charged to the travel expense account. By coding different components to different accounts, travel expense is understated.*

Management's response:

Management will convert the current Tradeshow Travel account to become a singular Travel account for all purposes, if the Board of Directors finds this to be a more meaningful way to budget and track expenses. Travel costs would be removed from the Professional Development account in future years.

- VII. It was noted that there were many staff meals reimbursed, as well as individual meals reimbursed locally. It is unclear why the Bureau is paying for staff lunches and individual lunches on a regular basis. *It is recommended that the meal policies for travel and non-travel events be reviewed and amended if necessary. For travel events, meals should be governed by per diem meal rates as set forth in the Department of Labor guidelines (not including alcohol). These should be reviewed upon credit card reimbursement for appropriate spending limits.*

Management's response:

There are multiple circumstances where SCT may pay for local meals for staff: remote staff Sonoma County FAM tours, annual performance review lunches, weekend work by staff, deadlines precluding exempt staff from leaving for lunch, FAM tours of new venues or restaurants and planning meetings. Management does not view these expenses to be excessive or without benefit to SCT.

- VIII. It was noted that there were several items of personal nature included in the credit card reimbursement sheets. There were movies charged to rooms, drinks between two staff members, and an upgrade to an airline to benefit one person. *It is again recommended that the travel policies be reviewed to be very clear on what the Bureau will pay for and what the staff person will pay for. This is a recommendation that was given to the Board many years ago.*

Management's response:

Personal items on corporate credit cards are reimbursed by employees by issuing a check to SCT. Management will further elaborate on items considered personal charges in SCT's travel policy to provide further clarification.

- IX. As an add-on to the examination of the credit card reimbursement sheets, it was noted that the Bureau's reimbursement of cell phone use included both the employee and the spouse. It was also noted that the reimbursements were different depending on the cell phone bills presented. *It is recommended that the Bureau get a business account with cell phones for all staff to use on business. This will standardize the amounts being paid, and possibly reduce the amounts paid for individual phones.*

Management's response:

With the challenges of differing cellular service levels within Sonoma County, remote staff located in different parts of the country, the need of some employees to have international service, a single carrier/account is not feasible at this time. Employee's whose cellular service includes more than their own, reimburse SCT through a monthly payroll deduction for the difference in cost.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Boards of Directors, Sonoma County Water Agency, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, and Sonoma Valley County Sanitation District

Board Agenda Date: May 16, 2017

Vote Requirement: 4/5 & 2/3 - SVCSD

Department or Agency Name(s): Sonoma County Water Agency and All County Sanitation Districts

Staff Name and Phone Number:

Candi Bryon / 521-6212

Supervisorial District(s):

Title: Sewer Rates and Written Report of Charges

Recommended Actions:

- A. Adopt Resolutions (5) overruling objections, adopting a report on charges for sewage services, and confirming charges for various Sonoma County Water Agency Sanitation Zones and County Sanitation Districts listed below:
1. Airport-Larkfield-Wikiup Sanitation Zone
 2. Geyserville Sanitation Zone
 3. Penngrove Sanitation Zone
 4. Sea Ranch Sanitation Zone
 5. Occidental County Sanitation District
 6. Russian River County Sanitation District
 7. South Park County Sanitation District
 8. Sonoma Valley County Sanitation District
- B. Adopt ordinance setting sewer service charges, on behalf of Sonoma County Water Agency Sanitation Zones Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch, calling for collection on the tax roll for all Zones, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.
- C. Adopt ordinances for the Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District and Sonoma Valley County Sanitation District, setting sewer service charges, calling for collection on the tax roll, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.

Executive Summary:

The Sonoma County Water Agency's (Water Agency) Sanitation Zones (Zone) include Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch. The County Sanitation Districts (District) include Occidental, Russian River, Sonoma Valley, and South Park. The sanitation districts are operated by the Water Agency.

Generally, the Zones' and Districts' costs are increasing due to increased costs for salaries and employee benefits, price increases for services and supplies, and continuation of a capital replacement program (described in the attached Summary of Issues and Significant Changes [A4]). In order to meet these additional costs, rate increases are necessary to continue to maintain and operate the sanitation system for customers. The Water Agency's General Fund is subsidizing Occidental by \$700,000 this coming year in order to fund routine operational costs and construction of a septage truck fill station for a project to haul wastewater from Occidental to Airport/Larkfield/Wikiup Sanitation Zone for treatment and disposal to comply with a North Coast Regional Water Quality Control Board (NCRWQCB) Cease and Desist Order.

The anticipated revenue for Fiscal Year 2017/2018 is expected to increase by \$1,329,532 over Fiscal Year 2016/2017. Proposed rate increases are in the 3.5% to 4.9% range for all Zones and Districts. A Summary of Annual Rate Increases is attached (A3). Fund balances are generally staying constant or slightly decreasing in the Zones and Districts.

Discussion:

In accordance with Proposition 218, notification of the proposed fee increase was mailed to all record owners of each identified parcel receiving wastewater collection and treatment services within the following affected Zones and Districts:

1. Airport-Larkfield-Wikiup Sanitation Zone
2. Geyserville Sanitation Zone
3. Penngrove Sanitation Zone
4. Sea Ranch Sanitation Zone
5. Occidental County Sanitation District
6. Russian River County Sanitation District
7. South Park County Sanitation District
8. Sonoma Valley County Sanitation District

Any written protests received by the Water Agency on behalf of the Zones or Districts will be summarized and the results will be delivered to the Clerk of the Board on May 16, 2017.

As in the previous years, the draft proposed budget for Fiscal Year 2017/2018 describing the total annual expenses in detail was made available for review by the public on the Water Agency's website and copies were provided to the Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School) sufficiently in advance of the mailing of the Proposition 218 notifications.

For the past several years, the annual sewer service charges to parcels served by sewerage systems operated and maintained by the Water Agency and the sanitation districts have been billed to property owners in two installments included on the property tax bills. Approval for placement on the property tax is authorized by Health and Safety Code §5473. Pursuant to this provision, the Water Agency and sanitation district boards may approve collection of the fees on the property tax at a public hearing. This hearing will be same hearing in which sewer service fee increases are considered by the Water Agency and sanitation district boards. At the public hearing, the Water Agency and District boards amend or confirm a written report of charges to be collected with property taxes on the Fiscal Year 2017/2018 tax roll. Notice of the hearing for this purpose is provided pursuant to Government Code 6066 which requires publication once a week for two weeks. At the hearing, ratepayers are provided the opportunity to protest placement of the sewer service fee on the property tax if they so desire. The Water Agency and sanitation district boards will also consider protests regarding proposed increases in the sewer service fees pursuant to the requirements of Proposition 218 at the hearing. If there is not a majority protest of greater than 50% of the properties connected to the sewer regarding placement of the fees on the property tax bills or the proposed increases in the fees in question, the Boards may approve such placement and the increases in the fees. A copy of the Annual Sewer Service Charges report is on file with the Clerk of the Board and at the Water Agency's administrative office.

Individual charges are calculated as the number of equivalent single-family dwellings assigned to a property multiplied by the rate per equivalent single-family dwelling. Each year staff updates the file of equivalent single-family dwellings assigned to each parcel to reflect the most current information available.

The rates to be reflected on the tax roll are:

Sewer Service Charges	2016/2017 Rate Per ESD ²	Number of ESDs	2017/2018 Rate Per ESD	Percent Increase	Number of ESDs
Airport-Larkfield Wikiup Sanitation Zone	\$858	3,850	\$900	4.9%	3,838
Geyserville Sanitation Zone	\$951	356	\$997	4.8%	356
Penngrove Sanitation Zone	\$1,366	532	\$1,414	3.5%	532
Sea Ranch Sanitation Zone	\$1,076	587	\$1,117	3.8%	588
Occidental County Sanitation District	\$2068	274	\$2,169	4.9%	274
Russian River County Sanitation District	\$1,416	3,203	\$1,484	4.8%	3,188
Sonoma Valley County Sanitation District ¹	\$926	17,447	\$968	4.5%	17,357
South Park County Sanitation District	\$903	4,035	\$935	3.5%	4,027

1. Notes: For residents with a public water connection, the number of equivalent single-family dwellings for Sonoma Valley is calculated 70% based on a fixed charge and 30% based on volume of winter water used per data provided by Valley of the Moon Water District and City of Sonoma. The lowest water use data from winter

water bills in both 2016 and 2017 were used to calculate the volumetric charge. Therefore, the actual billed amount will vary by the amount of water actually used.

2. ESD = equivalent single-family dwelling

The Occidental County Sanitation District has the fewest connections, a contributing factor in the highest rate per equivalent single-family dwelling, more than double that of other districts and zones. The District relies in part on subsidies from the Water Agency's General Fund for operations and maintenance expenses, and capital improvements. In Fiscal Year 2017/2018, the subsidy is estimated to be \$700,000 to fund routine operational costs and construction of a septage truck fill station for a project to haul wastewater from Occidental to Airport/Larkfield/Wikiup Sanitation Zone for treatment and disposal to comply with a North Coast Regional Water Quality Control Board Cease and Desist Order and eliminate discharges to Graham's Pond by January 1, 2018. The Water Agency's General Fund also subsidizes other districts and zones but in smaller amounts.

Many surrounding communities (including the Cities of Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and the Town of Windsor) base their sewer rates partially on an estimate of the amount of sewage generated by each household, based on water usage during winter months. A 2011 study was conducted to assess the impacts of implementing a sewer rate structure that includes a variable component based on estimated discharge for each sanitation district and zone. While the study found that such "volume-based" rate structures promote water conservation, and provide ratepayers with the opportunity to control a portion of their sewage bills, it also cited access to and the availability of water data, and the significant cost of implementing the new rate structure as challenges. In Fiscal Year 2012/2013, the Agency worked with the water purveyors in the Sonoma Valley County Sanitation District service area to obtain consumption data and implement a volume-based rate structure. The volume-based rate structure only applies to residential customers, not commercial accounts. The structure generates the same total revenue for the District as the current equivalent single-family dwellings average charge for all customers.

The Sonoma Valley County Sanitation District volume charge is calculated based on winter water use per household for specified winter month water bills, multiplied by 6 billing periods annually for Valley of the Moon Water District customers and 12 billing periods for City of Sonoma water customers to derive the annual use. Winter water use provides the best available estimate of indoor water use and its impact to the District's treatment facilities because outdoor irrigation is minimal during the winter months.

For commercial property or a property that has no water account, i.e. is on a well, and is connected to the sewer system, the sewer charges will be based on the number of equivalent single-family dwellings times \$968, the established fixed rate.

The 2017 volume-based sewer charges for residential customers with a public water connection are \$677 per equivalent single-family dwelling plus \$5.49 per thousand gallons times 6 billing periods annually for Valley of the Moon Water District customers and 12 billing periods for City of Sonoma water customers based on winter water usage. If a property has a water account but no winter water use, the rate will be \$968, the established fixed rate per equivalent single-family dwelling.

If not approved, existing rates and ordinance language would remain unchanged. Staff would recommend options to match costs to reduced revenue levels which would mean deferring maintenance and capital improvements. The ordinances allow for collection of certain rates on the tax roll and that, if not approved, these would need to be invoiced separately.

Prior Board Actions:

05/17/16: Board approved sewer rate increases for Fiscal Year 2016/2017

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This item supports Goal 2 by providing sewage service through a sustainable business model.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	\$1,329,532	
Additional Appropriation Requested			
Total Expenditures		\$1,329,532	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other		\$1,329,532	
Use of Fund Balance			
Contingencies			
Total Sources	0	\$1,329,532	

Narrative Explanation of Fiscal Impacts:

None. This action sets the rates for Fiscal Year 2017/2018 only with no impact on Fiscal Year 2016/2017. The anticipated revenue for Fiscal Year 2017/2018 is expected to increase by \$1,329,532 with these new rates.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. 5 Resolutions (R1, R2, R3, R4, R5)
2. 5 Ordinances with Exhibit A (O1, O2, O3, O4, O5)
3. Revenue Summary Chart – Sewer Service Fees (A3)
4. Summary of Issues and Significant Changes – Sanitation (A4)
5. Copies of Proposition 218 Notices Mailed to Property Owners (A5)

Related Items “On File” with the Clerk of the Board:

Report of Annual Sewer Service Charges (1 Copy)

nw\\S:\Agenda\sanitation\05-16-2017 WA Sewer Rates Fee
Hearing_summ.docm

CF/70-700-16 Sewer Rate Increases (ID 1748)

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges For Various Sanitation Zones. (4/5 vote required).

Government Code §25210.77(a) requires the preparation of a report setting out the proposed charges for the sewerage services furnished and made available within the Sanitation Zones listed below:

1. Airport-Larkfield-Wikiup SZ
2. Penngrove SZ
3. Geyserville SZ
4. Sea Ranch SZ

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2015/2016 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 4, 2017, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Resolution #
Date: May 16, 2017
Page 2

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for fiscal year 2017/2018.

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

WATER AGENCY
ORDINANCE NO.74 ZONES
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, ON BEHALF OF AGENCY SANITATION ZONES AIRPORT-LARKFIELD-WIKIUP, GEYSERVILLE, PENNGROVE, AND SEA RANCH, CALLING FOR COLLECTION ON THE TAX ROLL FOR ALL ZONES FOR FISCAL YEAR 2017/2018, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the Sonoma County Water Agency (Agency), State of California, ordains as follows:

SECTION I

Section VII of Ordinance No. 16 is hereby amended to read:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charge is based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the Agency’s Board of Directors each year. Annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 15 of the Agency and as calculated by the same methodology for connection fees set forth by Section VIII of Ordinance No. 16.

Annual service charges per ESD on properties within the boundaries established as the Agency Sanitation Zones, set forth in the following table, are hereby prescribed and established effective July 1, 2017:

AGENCY'S ANNUAL CHARGES

<u>AGENCY SANITATION ZONE</u>	<u>ANNUAL SERVICE CHARGE</u>
Airport-Larkfield-Wikiup	\$900/ESD
Geyserville	\$997/ESD
Penngrove	\$1,414/ESD
Sea Ranch	\$1,117/ESD

SECTION II

Exhibit “A” of Ordinance 16 is hereby replaced by the attached Exhibit “A.”

SECTION III

The Agency does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for fiscal year 2017/2018 established by said Agency, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION IV

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing Zones (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION V

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION VI

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the Agency's Clerk of the Board shall post in the office of the Agency's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Sonoma County Water Agency, State of California, introduced, passed, and adopted after hearing this _16th_ day of _May_ 2017, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ GORE: _____ HOPKINS: _____ ZANE: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR AIRPORT SANITATION ZONE

Use Category		Billing Basis			2017-2018	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	280	200	200	connections	1.00
	Condominium	280	200	200	dwelling units	1.00
	Multiple-Family	224	200	200	dwelling units	0.80
	Mobile home park	224	200	200	spaces	0.80
	Mobile home (Individual)	224	200	200	units	0.80
	Granny unit	224	200	200	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.68
	Art gallery	190	200	200	1,000 sq. ft.	0.68
	Auto dealers					
	With service facilities	190	180	280	connection	0.75
		38	180	280	add per service bay	0.15
	Without service facilities	190	200	200	connection	0.68
	Bakery	190	1000	600	1,000 sq. ft.	2.02
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.47
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.09
	Bars & taverns	20	200	200	seat	0.07
	Car washes, self service	190	20	150	stall	0.42
	Camp ground or RV park					
	with hookups	125	200	200	site	0.45
	without hookups	75	200	200	site	0.27
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.06
	Dry cleaners	285	150	110	1,000 sq. ft.	0.78
	Fire stations	190	200	200	1,000 sq. ft.	0.68
	Garages	95	180	280	service bays	0.37
	Hospitals					
	Convalescent	125	250	100	beds	0.41
	General	175	250	100	beds	0.57
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.37
	Laundromats	500	150	110	washing machines	1.37
	Library	190	200	200	1,000 sq. ft.	0.68
	Machine shops	152	180	280	1,000 sq. ft.	0.60
	Markets	38	800	800	1,000 sq. ft.	0.40
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.19
	Dental	190	130	80	Exam. room	0.47
	Medical	190	130	80	Exam. room	0.47
	Post office	190	130	80	1,000 sq. ft.	0.47
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.06
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.64
	Rest homes	125	250	100	beds	0.41
	Retail stores	38	150	150	1,000 sq. ft.	0.11
	Schools					
	Elementary	9	130	100	per student day	0.02
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.49
		38	180	280	add per service bay	0.15
	Shoe repair	190	200	200	1,000 sq. ft.	0.68
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Other Uses Not Listed				see note 1 below	
Industrial					see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD TSS \times SFD FLOW) + (BOD \times FLOW \times 0.33) / (SFD BOD \times SFD FLOW) + (FLOW \times (0.34 / SFD FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula

Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR GEYSERVILLE SANITATION ZONE

Use Category		Billing Basis			2017-2018	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	200	315	315	connections	1.00
	Condominium	200	315	315	dwelling units	1.00
	Multiple-Family	160	315	315	dwelling units	0.80
	Mobile home park	160	315	315	spaces	0.80
	Mobile home (Individual)	160	315	315	units	0.80
	Granny unit	160	315	315	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.72
	Art gallery	190	200	200	1,000 sq. ft.	0.72
	Auto dealers					
	With service facilities	190	180	280	connection	0.78
		38	180	280	add per service bay	0.16
	Without service facilities	190	200	200	connection	0.72
	Bakery	190	1000	600	1,000 sq. ft.	1.92
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.53
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.11
	Bars & taverns	20	200	200	seat	0.08
	Car washes, self service	190	20	150	stall	0.49
	Camp ground or RV park					
	with hookups	125	200	200	site	0.47
	without hookups	75	200	200	site	0.28
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.06
	Dry cleaners	285	150	110	1,000 sq. ft.	0.87
	Fire stations	190	200	200	1,000 sq. ft.	0.72
	Garages	95	180	280	service bays	0.39
	Hospitals					
	Convalescent	125	250	100	beds	0.44
	General	175	250	100	beds	0.62
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.40
	Laundromats	500	150	110	washing machines	1.53
	Library	190	200	200	1,000 sq. ft.	0.72
	Machine shops	152	180	280	1,000 sq. ft.	0.62
	Markets	38	800	800	1,000 sq. ft.	0.38
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.21
	Dental	190	130	80	Exam. room	0.53
	Medical	190	130	80	Exam. room	0.53
	Post office	190	130	80	1,000 sq. ft.	0.53
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.06
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.76
	Rest homes	125	250	100	beds	0.44
	Retail stores	38	150	150	1,000 sq. ft.	0.12
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.56
		38	180	280	add per service bay	0.16
	Shoe repair	190	200	200	1,000 sq. ft.	0.72
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:
 $ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR PENNGROVE SANITATION ZONE

Use Category		Billing Basis			2017-2018	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
Residential						
	Single-Family	180	305	305	connections	1.00
	Condominium	180	305	305	dwelling units	1.00
	Multiple-Family	144	305	305	dwelling units	0.80
	Mobile home park	144	305	305	spaces	0.80
	Mobile home (Individual)	144	305	305	units	0.80
	Granny unit	144	305	305	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.82
	Art gallery	190	200	200	1,000 sq. ft.	0.82
	Auto dealers					
	With service facilities	190	180	280	connection	0.88
	Without service facilities	38	180	280	add per service bay	0.18
	Without service facilities	190	200	200	connection	0.82
	Bakery	190	1000	600	1,000 sq. ft.	2.19
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.60
	Barber shop	19	130	80	chair	0.06
	Beauty shop	38	130	80	chair	0.12
	Bars & taverns	20	200	200	seat	0.09
	Car washes, self service	190	20	150	stall	0.55
	Camp ground or RV park					
	with hookups	125	200	200	site	0.54
	without hookups	75	200	200	site	0.32
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.07
	Dry cleaners	285	150	110	1,000 sq. ft.	0.98
	Fire stations	190	200	200	1,000 sq. ft.	0.82
	Garages	95	180	280	service bays	0.44
	Hospitals					
	Convalescent	125	250	100	beds	0.50
	General	175	250	100	beds	0.70
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.45
	Laundromats	500	150	110	washing machines	1.73
	Library	190	200	200	1,000 sq. ft.	0.82
	Machine shops	152	180	280	1,000 sq. ft.	0.71
	Markets	38	800	800	1,000 sq. ft.	0.44
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.24
	Dental	190	130	80	Exam. room	0.60
	Medical	190	130	80	Exam. room	0.60
	Post office	190	130	80	1,000 sq. ft.	0.60
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.07
	With DW or garbage disp.	6	619	371	seat	0.05
	Without DW & garbage disp.	6	238	143	seat	0.03
	Take-out	475	238	143	1,000 sq. ft.	1.99
	Rest homes	125	250	100	beds	0.50
	Retail stores	38	150	150	1,000 sq. ft.	0.14
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.05
	Service stations	380	180	280	set of gas pumps	1.77
		38	180	280	add per service bay	0.18
	Shoe repair	190	200	200	1,000 sq. ft.	0.82
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	
ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA: $ESD = (TSS \times FLOW \times 0.33) / (SFD TSS \times SFD FLOW) + (BOD \times FLOW \times 0.33) / (SFD BOD \times SFD FLOW) + (FLOW \times (0.34 / SFD FLOW))$						
Note 1: Use to be calculated on a case by case basis using the above formula						
Definitions						
	Flow = Gallons per Day					
	BOD = Biological Oxygen Demand		DW = dishwasher			
	ESD = Equivalent Single Family Dwelling		disp. = disposal			

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SEA RANCH SANITATION ZONE

Use Category		Billing Basis			2017-2018	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
Residential						
	Single-Family	200			connections	1.0
Commercial					see note 1 below	
ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA: $ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$						
Note 1: Use to be calculated on a case by case basis using the above formula						
Definitions	Flow = Gallons per Day		DW = dishwasher			
	BOD = Biological Oxygen Demand		disp. = disposal			
	ESD = Equivalent Single Family Dwelling					

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Occidental County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (4/5 vote required).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the Occidental County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2016/2017 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 4, 2017, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for Fiscal Year 2017/2018. Such fees shall remain in effect until modified by the Board.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

WATER AGENCY
ORDINANCE NO. 89 OCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE OCCIDENTAL COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2017/2018, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the Occidental County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section V of Ordinance No. 42 is hereby amended to read:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charge is based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the District’s Board of Directors each year. Annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 41 of the Occidental County Sanitation District and as calculated by the same methodology for connection fees set forth by Section VI of Ordinance No. 42.

An annual service charge of Two thousand one hundred sixty nine dollars and No Cents (\$2,169.00) per ESD on properties within the boundaries established as the District’s is hereby prescribed and established effective July 1, 2017.

Exhibit “A” of Ordinance 42 is hereby replaced by the attached Exhibit “A”.

SECTION II

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION III

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION IV

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION V

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District's Clerk of the Board shall post in the office of the District's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Occidental County Sanitation District, State of California, introduced, passed, and adopted after hearing this 16th _____ day of __May_____ 2017, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ GORE: _____ HOPKINS: _____ ZANE: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR OCCIDENTAL CSD

Use Category		Billing Basis			2017-2018	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	66	250	250	connections	1.00
	Condominium	66	250	250	dwelling units	1.00
	Multiple-Family	52.8	250	250	dwelling units	0.80
	Mobile home park	52.8	250	250	spaces	0.80
	Mobile home (Individual)	52.8	250	250	units	0.80
	Granny unit	52.8	250	250	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	2.50
	Art gallery	190	200	200	1,000 sq. ft.	2.50
	Auto dealers					
	With service facilities	190	180	280	connection	2.73
		38	180	280	add per service bay	0.55
	Without service facilities	190	200	200	connection	2.50
	Bakery	190	1000	600	1,000 sq. ft.	7.06
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	1.78
	Barber shop	19	130	80	chair	0.18
	Beauty shop	38	130	80	chair	0.36
	Bars & taverns	20	200	200	seat	0.26
	Car washes, self service	190	20	150	stall	1.62
	Camp ground or RV park					
	with hookups	125	200	200	site	1.64
	without hookups	75	200	200	site	0.99
	Churches, hall & lodges	2	200	200	seat	0.03
	Coffee shops	6	1000	600	seats	0.22
	Dry cleaners	285	150	110	1,000 sq. ft.	2.95
	Fire stations	190	200	200	1,000 sq. ft.	2.50
	Garages	95	180	280	service bays	1.36
	Hospitals					
	Convalescent	125	250	100	beds	1.52
	General	175	250	100	beds	2.13
	Veterinarian	6	250	100	cages	0.07
	Hotels/motels	100	310	120	sleeping rooms	1.38
	Laundromats	500	150	110	washing machines	5.18
	Library	190	200	200	1,000 sq. ft.	2.50
	Machine shops	152	180	280	1,000 sq. ft.	2.18
	Markets	38	800	800	1,000 sq. ft.	1.41
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.71
	Dental	190	130	80	Exam. room	1.78
	Medical	190	130	80	Exam. room	1.78
	Post office	190	130	80	1,000 sq. ft.	1.78
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.22
	With DW or garbage disp.	6	619	371	seat	0.15
	Without DW & garbage disp.	6	238	143	seat	0.08
	Take-out	475	238	143	1,000 sq. ft.	6.07
	Rest homes	125	250	100	beds	1.52
	Retail stores	38	150	150	1,000 sq. ft.	0.42
	Schools					
	Elementary	9	130	100	per student day	0.09
	High	14	130	100	per student day	0.14
	Service stations	380	180	280	set of gas pumps	5.45
		38	180	280	add per service bay	0.55
	Shoe repair	190	200	200	1,000 sq. ft.	2.50
	Theaters	2	200	200	seat	0.03
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Russian River County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (4/5 vote required).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the Russian River County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2016/2017 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 4, 2017, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for Fiscal Year 2017/2018. Such fees shall remain in effect until modified by the Board.

Resolution #
Date: May 16, 2017
Page 2

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

WATER AGENCY
ORDINANCE NO. 83 RRCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RUSSIAN RIVER COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2017/2018, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the Russian River County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section V of Ordinance No. 33 is hereby amended to read:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charge is based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the District’s Board of Directors each year. Annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 31 of the District and as calculated by the same methodology for connection fees set forth by Section VI of Ordinance No. 33.

An annual service charge of One thousand four hundred eighty four dollars and No Cents (\$1,484.00) per ESD on properties within the boundaries established as the District’s is hereby prescribed and established effective July 1, 2017.

SECTION II

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION III

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION IV

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION V

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District's Clerk of the Board shall post in the office of the District's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Russian River County Sanitation District, State of California, introduced, passed and adopted after hearing this __16th__ day of __May__ 2017, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ GORE: _____ HOPKINS: _____ ZANE: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR RUSSIAN RIVER CSD

Use Category		Billing Basis			2017-2018	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
Residential						
	Single-Family	120	200	200	connections	1.00
	Condominium	120	200	200	dwelling units	1.00
	Multiple-Family	96	200	200	dwelling units	0.80
	Mobile home park	96	200	200	spaces	0.80
	Mobile home (Individual)	96	200	200	units	0.80
	Granny unit	96	200	200	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	1.58
	Art gallery	190	200	200	1,000 sq. ft.	1.58
	Auto dealers					
	With service facilities	190	180	280	connection	1.74
		38	180	280	add per service bay	0.35
	Without service facilities	190	200	200	connection	1.58
	Bakery	190	1000	600	1,000 sq. ft.	4.72
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	1.09
	Barber shop	19	130	80	chair	0.11
	Beauty shop	38	130	80	chair	0.22
	Bars & taverns	20	200	200	seat	0.17
	Car washes, self service	190	20	150	stall	0.98
	Camp ground or RV park					
	with hookups	125	200	200	site	1.04
	without hookups	75	200	200	site	0.63
	Churches, hall & lodges	2	200	200	seat	0.02
	Coffee shops	6	1000	600	seats	0.15
	Dry cleaners	285	150	110	1,000 sq. ft.	1.83
	Fire stations	190	200	200	1,000 sq. ft.	1.58
	Garages	95	180	280	service bays	0.87
	Hospitals					
	Convalescent	125	250	100	beds	0.96
	General	175	250	100	beds	1.34
	Veterinarian	6	250	100	cages	0.05
	Hotels/motels	100	310	120	sleeping rooms	0.87
	Laundromats	500	150	110	washing machines	3.20
	Library	190	200	200	1,000 sq. ft.	1.58
	Machine shops	152	180	280	1,000 sq. ft.	1.39
	Markets	38	800	800	1,000 sq. ft.	0.94
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.43
	Dental	190	130	80	Exam. room	1.09
	Medical	190	130	80	Exam. room	1.09
	Post office	190	130	80	1,000 sq. ft.	1.09
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.15
	With DW or garbage disp.	6	619	371	seat	0.10
	Without DW & garbage disp.	6	238	143	seat	0.05
	Take-out	475	238	143	1,000 sq. ft.	3.83
	Rest homes	125	250	100	beds	0.96
	Retail stores	38	150	150	1,000 sq. ft.	0.26
	Schools					
	Elementary	9	130	100	per student day	0.05
	High	14	130	100	per student day	0.08
	Service stations	380	180	280	set of gas pumps	3.48
		38	180	280	add per service bay	0.35
	Shoe repair	190	200	200	1,000 sq. ft.	1.58
	Theaters	2	200	200	seat	0.02
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

2/3 Vote Required

Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (2/3 vote required) (First District).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the Sonoma Valley County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2016/2017 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 4, 2017, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for fiscal year 2017/2018.

Resolution #
Date: May 16, 2017
Page 2

Directors:

Gorin:

Zane:

Hundley:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

WATER AGENCY
ORDINANCE NO. 93 SVCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2017/2018 AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (2/3 VOTE REQUIRED) (FIRST DISTRICT).

The Board of Directors of the Sonoma Valley County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section III of Ordinance No. 51 is hereby replaced with the following:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charges for residential and non-residential users are based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the District’s Board of Directors each year. The methodology used to calculate annual service charges for residential and non-residential users shall be as follows:

A) Rate Structure For Non-Residential Users And Residential Users With No Public Water Connection

For all non-residential users, and for residential users with no public water connection, effective July 1, 2017, annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 56 of the Sonoma Valley County Sanitation District and as calculated by the same methodology for connection fees set forth by Section VI of Ordinance No. 51.

An annual service charge of nine hundred sixty-eight and No Cents (\$968.00) per ESD on properties within the boundaries established as the District’s is hereby prescribed and established effective July 1, 2017.

B) Residential Rate Structure For Residential Users With a Public Water Connection

The District’s volume-based rate applies to residential users with a public water connection, including multiple family units such as apartments, condominiums, and mobile home parks. The rate includes fixed charges and charges based on water use.

- 70 Percent Fixed Charges: The fixed charge recovers costs that the sewage treatment and collection system incurs regardless of increased or decreased sewage flow into the system.

Effective July 1, 2017 the District proposes to increase the fixed charge to \$677 per year per Equivalent Single-family Dwelling (ESD) for residential users with a public water connection. This represents an increase of \$29 or 4.5% versus current year. All residential sewer customers with a public water connection must pay this fixed charge.

- 30 Percent Volume-Based: The volume-based charge recovers costs to the sewage treatment and collection system that vary with the amount of sewage conveyed and treated. The volume-based charge gives District ratepayers the opportunity to control a portion of their sewage bill. The District will:
 - Compare November 2016 and December 2016, and January, February, and March 2017 water bills. The months correspond to the months of water usage charged on the water bill.
 - Select the water bill with the lowest water use greater than zero and use that bill as the basis for the volumetric rate calculation.

If a property has no water usage in the winter months described above, and has a public water connection, the charges will be based on the number of ESDs times the fixed rate of \$968.

Effective July 1, 2017 the District proposes to increase the volumetric charge to \$5.49 per Thousand Gallons for residential users with a public water connection. This represents an increase of \$0.25 per Thousand Gallons or 4.5% versus current year.

For 2017 each residential user with public water and sewer connections, with winter water use greater than zero, will be charged as follows:

Fixed Charge:

\$677 per ESD x Number of ESD's

And:

Volumetric Charge using the lowest winter water bill covering the billing months identified above:

For Valley of the Moon Water District Customers:

Lowest Winter Water Usage in Thousands of Gallons x 6 billing periods annually x 5.49 per Thousand Gallons

For City of Sonoma Water District Customers:

Lowest Winter Water Usage in Thousands of Gallons x 12 billing periods annually x \$5.49 per Thousand Gallons

The highest residential water usage on a winter water bill will be capped at 40 thousand gallons for Valley of the Moon Water District customers and 20 thousand gallons for City of Sonoma Water District customers, based on the assumption that anything over the cap is likely to be irrigation water, not water for indoor use. If the water usage on your lowest winter water bill exceeds the cap, the Volumetric Charge would be calculated as follows:

For Valley of the Moon Water District Customers:

Number of ESD's x 40 Thousand Gallons x 6 billing periods annually x \$5.49 per Thousand Gallons

For City of Sonoma Water District Customers

Number of ESD's x 20 Thousand Gallons x 12 billing periods annually x \$5.49 per Thousand Gallons

The 2017 sewer charges for residential customers with a public water connection are the Fixed Charge plus the Volumetric Charge:

Sewer Charge Component	Charge
Fixed Charge	\$677 per ESD
Volume Charge	5.49 per Thousand Gallons

SECTION II

Section IV of Ordinance No. 51 is hereby amended to read:

SECTION IV - SERVICE CHARGES.

The methodology used to calculate service charges for users other than those charged in accordance with Section III of this ordinance shall, effective July 1, 2017, be the sum of the following:

Wastewater Flow (Flow)	\$0.01197	per gallon/day (gpd) multiplied by 365 days or the number of days in the billing period
Biochemical Oxygen Demand (BOD)	\$0.69296	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period
Total Suspended Solids (TSS)	\$0.11892	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period

This methodology shall apply, at the sole discretion of the General Manager, to determine annual service charges for a nonresidential user that discharges or will discharge five or more ESDs annually from any one parcel. This methodology will also be used to determine a user's annual service charges when the General Manager determines that a user's discharge constitutes a significant portion of the District's total wastewater flow, BOD, or TSS loading. All costs of monitoring wastewater components shall be the responsibility of the user. The General Manager may calculate and bill the sewer service charge of industrial, commercial, and institutional users on a more frequent basis (than annually).

SECTION III

Exhibit "A" of Ordinance 51 is hereby replaced by the attached Exhibit "A."

SECTION IV

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for fiscal year 2017/2018 established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION V

The Board of Directors hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (14 California Code of Regulations 15273, California Public Resources Code Section 21080).

SECTION VI

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION VII

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District's Clerk of the Board shall post in the office of the District's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Sonoma Valley County Sanitation District, State of California, introduced, passed, and adopted after hearing this __16th__ day of __May__ 2017, on regular roll call of the members of said Board by the following vote:

DIRECTORS:
GORIN: _____ ZANE: _____ HUNDLEY : _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SONOMA VALLEY CSD

Use Category		Billing Basis			2017-2018	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	200	200	200	connections	1.00
	Condominium	200	200	200	dwelling units	1.00
	Multiple-Family	160	200	200	dwelling units	0.80
	Mobile home park	160	200	200	spaces	0.80
	Mobile home (Individual)	160	200	200	units	0.80
	Granny unit	160	200	200	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.95
	Art gallery	190	200	200	1,000 sq. ft.	0.95
	Auto dealers					
	With service facilities	190	180	280	connection	1.04
		38	180	280	add per service bay	0.21
	Without service facilities	190	200	200	connection	0.95
	Bakery	190	1000	600	1,000 sq. ft.	2.83
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.65
	Barber shop	19	130	80	chair	0.07
	Beauty shop	38	130	80	chair	0.13
	Bars & taverns	20	200	200	seat	0.10
	Car washes, self service	190	20	150	stall	0.59
	Camp ground or RV park					
	with hookups	125	200	200	site	0.63
	without hookups	75	200	200	site	0.38
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.09
	Dry cleaners	285	150	110	1,000 sq. ft.	1.10
	Fire stations	190	200	200	1,000 sq. ft.	0.95
	Garages	95	180	280	service bays	0.52
	Hospitals					
	Convalescent	125	250	100	beds	0.57
	General	175	250	100	beds	0.80
	Veterinarian	6	250	100	cages	0.03
	Hotels/motels	100	310	120	sleeping rooms	0.52
	Laundromats	500	150	110	washing machines	1.92
	Library	190	200	200	1,000 sq. ft.	0.95
	Machine shops	152	180	280	1,000 sq. ft.	0.84
	Markets	38	800	800	1,000 sq. ft.	0.57
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.26
	Dental	190	130	80	Exam. room	0.65
	Medical	190	130	80	Exam. room	0.65
	Post office	190	130	80	1,000 sq. ft.	0.65
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.09
	With DW or garbage disp.	6	619	371	seat	0.06
	Without DW & garbage disp.	6	238	143	seat	0.03
	Take-out	475	238	143	1,000 sq. ft.	2.30
	Rest homes	125	250	100	beds	0.57
	Retail stores	38	150	150	1,000 sq. ft.	0.16
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.05
	Service stations	380	180	280	set of gas pumps	2.09
		38	180	280	add per service bay	0.21
	Shoe repair	190	200	200	1,000 sq. ft.	0.95
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the General Manager				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:
 $ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$

Charge Formula: Sum of the following:		
Flow	\$0.01197	per gallon/day (gpd) multiplied by 365 days or the number of days in the billing period
BOD	\$0.69296	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period
TSS	\$0.11892	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period

Note 1: For warehouses and when agreement on a use category cannot be reached, the General Manager, in his or her sole discretion, may a) base charges on the user's actual or estimated contribution of wastewater into the District's facilities in terms of flow, biological oxygen demand (BOD), and total suspended solids (TSS), and b) calculate the user's charge using the above Charge Formula. The user shall provide verifiable data, as requested by the General Manager, for the charge to be determined.

Definitions	
Flow = Gallons per Day	TSS = Total Suspended Solids
BOD = Biological Oxygen Demand	DW = dishwasher
ESD = Equivalent Single Family Dwelling	disp. = disposal

Date: May 16, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The South Park County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (4/5 vote required).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the South Park County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2016/2017 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 4, 2017, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Resolution #
Date: May 16, 2017
Page 2

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for fiscal year 2017/2018.

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

WATER AGENCY
ORDINANCE NO. 83 SPCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SOUTH PARK COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2017/2018, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the South Park County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section V of Ordinance No. 36 is hereby amended to read:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charge is based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the District’s Board of Directors each year. Annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 35 of the District and as calculated by the same methodology for connection fees set forth by Section VI of Ordinance No. 36.

An annual service charges of Nine hundred thirty five dollars and No Cents (\$935.00) per ESD on properties within the boundaries established as the District’s is hereby prescribed and established effective July 1, 2017.

Exhibit “A” of Ordinance 51 is hereby replaced by the attached Exhibit “A.”

SECTION II

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION III

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION IV

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause,

or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION V

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District's Clerk of the Board shall post in the office of the District's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the South Park County Sanitation District, State of California, introduced, passed and adopted after hearing this 16th ____ day of _May_____ 2017, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ GORE: _____ HOPKINS: _____ ZANE: _____
Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SOUTH PARK CSD

Use Category		Billing Basis			2017-2018	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	233	237	237	connections	1.00
	Condominium	233	237	237	dwelling units	1.00
	Multiple-Family	186.4	237	237	dwelling units	0.80
	Mobile home park	186.4	237	237	spaces	0.80
	Mobile home (Individual)	186.4	237	237	units	0.80
	Granny unit	186.4	237	237	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.73
	Art gallery	190	200	200	1,000 sq. ft.	0.73
	Auto dealers					
	With service facilities	190	180	280	connection	0.80
		38	180	280	add per service bay	0.16
	Without service facilities	190	200	200	connection	0.73
	Bakery	190	1000	600	1,000 sq. ft.	2.09
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.52
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.10
	Bars & taverns	20	200	200	seat	0.08
	Car washes, self service	190	20	150	stall	0.47
	Camp ground or RV park					
	with hookups	125	200	200	site	0.48
	without hookups	75	200	200	site	0.29
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.07
	Dry cleaners	285	150	110	1,000 sq. ft.	0.86
	Fire stations	190	200	200	1,000 sq. ft.	0.73
	Garages	95	180	280	service bays	0.40
	Hospitals					
	Convalescent	125	250	100	beds	0.44
	General	175	250	100	beds	0.62
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.40
	Laundromats	500	150	110	washing machines	1.51
	Library	190	200	200	1,000 sq. ft.	0.73
	Machine shops	152	180	280	1,000 sq. ft.	0.64
	Markets	38	800	800	1,000 sq. ft.	0.42
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.21
	Dental	190	130	80	Exam. room	0.52
	Medical	190	130	80	Exam. room	0.52
	Post office	190	130	80	1,000 sq. ft.	0.52
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.07
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.77
	Rest homes	125	250	100	beds	0.44
	Retail stores	38	150	150	1,000 sq. ft.	0.12
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.60
		38	180	280	add per service bay	0.16
	Shoe repair	190	200	200	1,000 sq. ft.	0.73
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:
 $ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

ATTACHMENT NO. 3

Revenue Summary Chart - Sewer Service Fees

Sanitation Zone or County Sanitation District	FY 16-17 Rate Per ESD	FY 17-18 Rate Per ESD	FY 17-18 Projected ESDs	Rate Dollar Change	Rate Percent Change
Geyserville SZ	951	997	356	46	4.8%
Penngrove SZ	1,366	1,414	532	48	3.5%
Sea Ranch SZ	1,076	1,117	588	41	3.8%
Airport - LW SZ	858	900	3,838	42	4.9%
Occidental CSD	2,068	2,169	274	101	4.9%
Russian River CSE	1,416	1,484	3,188	68	4.8%
Sonoma Valley CS	926	968	17,357	42	4.5%
South Park CSD	903	935	4,027	32	3.5%

TOTAL REVENUES

- * 1) Reflects impacts of rate increase and/or estimated change in the number of ESDs.
 2) Revenues shown above reflect only the charges to the users. However, operational revenues mentioned under the Summary of Issues and Significant Changes in Attachment 5 include other operational revenues such as interest on pooled cash.

**FY 17-18
Revenue Incr.
due to Rate
Change**

16,376

25,536

24,108

161,196

27,674

216,784

728,994

128,864

\$1,329,532

ATTACHMENT NO. 4

Summary of Issues and Significant Changes - Sanitation

General Sanitation Overview

The Sonoma County Water Agency (“Agency”) has been responsible for the County sanitation functions effective January 1, 1995, as part of the County’s reorganization process. The Sanitation Zones (“SZ” or “Zone”), which are owned and operated by the Agency, include Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch. The County Sanitation Districts (“CSD” or “District”) which are operated by the Agency under contract include Occidental, Russian River, Sonoma Valley, and South Park.

Generally, and for the past several years, costs have been increasing in the sanitation budget requests due to price increases for services and supplies, continuation of the capital replacement programs (described later in this narrative), cost of salaries and benefits, and the effort to improve the service. As a result, the FY 2017/2018 sewer service rates are proposed to increase between 3.5% and 4.9.0% for the various Zones and Districts. The rate increases for these Zones and Districts are necessary to fund operational and capital program expenditures.

The Agency has undertaken an effort to implement capital replacement programs within the sanitation Zones and Districts. The purpose of the programs is to provide for long-term replacement of existing facilities that have reached the end of their useful life or must be upgraded to comply with increasing stringent regulatory requirements. The cost of the programs is financed, when possible, through operating transfers from the operations fund at each Zone or District to the construction fund of that Zone or District. If the operations fund does not have sufficient cash available for transfer to the construction fund, a transfer will not be made for that fiscal year and the scheduled capital replacement projects may be delayed until the next fiscal year.

In January 2000, Agency staff held a Sanitation Workshop presenting a summary of operational and regulatory issues associated with sanitation systems operated by the Agency, providing information regarding past operational practices, changes in the regulatory environment, the estimated cost of sanitation services, and strategies for addressing current and future operational issues. Three levels of service and their costs were identified for each of the sanitation systems and are described below.

Minimum Level of Service: Includes services necessary for the protection of public health, employee safety, and public safety.

Standard Level of Service: Includes services necessary to operate and maintain the sanitation systems in order to limit or reduce the risk of (1) service interruption, and (2) violations of the respective National Pollutant Discharge Elimination System (NPDES) permit or Waste Discharge Requirements issued by the California Regional Water Quality Control Boards. A Standard Level of Service is obtained when net operational revenues, calculated as operational revenues less services and supplies, are positive.

Asset Preservation Level of Service: Includes services and programs necessary to provide for a Standard Level of Service plus investments needed to replace or upgrade capital equipment. An Asset Preservation Level of Service is obtained when net operational revenues, calculated as routine

operating revenues less routine operating expenses, meet or exceed annual depreciation costs. Rate increases, discussed in more detail below, have been proposed with the objective of meeting the Standard Level of Service for most entities and the Asset Preservation Level of Service for some entities.

The following paragraphs provide a summary of the budget requests, and applicable rate increases, proposed in each Zone and District. All annual service charges are presented in terms of cost per equivalent single family dwelling (ESD).

Airport-Larkfield-Wikiup Sanitation Zone

The budgeted operational revenues for FY 2017/2018 are \$3,642,000 and the routine operating expenses (Services and Supplies plus Contingency expenses) are \$3,166,000. The net operating revenues, \$476,000, are not sufficient to cover budgeted costs for debt services \$486,000. Operational Fund reserves will be used to cover the remaining shortfall.

The Construction Fund budget request for FY 2017/2018 is \$836,000 which will fund costs for Aerator \$50,000 and Third Line Pump \$786,000.

The requested annual service charge for FY 2017/2018 is \$900, representing a 4.9% increase (or \$42) from FY 2016/2017. The requested budget will fund the programs and services necessary to provide a Standard Level of Service. In order to provide an Asset Preservation Level of Service, this zone's net operational revenue (\$485,000) would need to equal or exceed its depreciation expenses (\$1,072,000).

Geyserville Sanitation Zone

The budgeted operational revenues for FY 2017/2018 are \$348,000 and the routine operating expenses (Services and Supplies plus Contingency expenses) are \$356,000. The net operating revenues (\$8,000).

There are no planned capital projects for FY 2017/2018.

The requested annual service charge for FY 2017/2018 is \$997, representing a 4.8% increase (or \$46) from FY 2016/2017. The requested increase will fully fund the programs and services necessary to provide an Asset Preservation Level of Service since the operating revenues (\$348,000) exceeds this zone's depreciation expense (\$44,000).

Penngrove Sanitation Zone

The budgeted operational revenues for FY 2017/2018 are \$720,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$758,000. The net operating revenues are (-\$38,000) operational fund reserve will be used for capital equipment expense (\$10,000).

The Construction Fund budget request for FY 2017/2018 is \$180,000 which will fund costs for treatment plant improvement projects.

The requested annual service charge for FY 2017/2018 is \$1,414, representing a 3.5% (or \$48) increase from FY 2016/2017. The requested budget will fund the programs and services necessary to provide a Standard Level of Service. In order to provide an Asset Preservation Level of Service, this zone's net operational revenue (-\$38,000) would need to equal or exceed its depreciation

expenses (\$55,000).

Sea Ranch Sanitation Zone

The budgeted operational revenues for FY 2017/2018 are \$637,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$704,000. The net operating revenues are (-\$67,000). Operational Fund reserves will be used to cover the remaining shortfall.

There are no planned capital projects for FY 17/18.

The requested rate per ESD for FY 2017/2018 annual service charge is \$1,117, representing a 3.8% (or \$41) increase from FY 2016/2017. The requested increase will fund the programs and services necessary to provide a Minimum Level of Service since the net operating revenues (-\$67,000) is less than this zone's depreciation expense (\$59,000).

Occidental CSD

The budgeted operational revenues for FY 2017/2018 are \$1,286,000 and the routine operating expenses (Services and Supplies plus Contingency expenses) are \$918,000. Because the operating revenues are not sufficient to cover routine operational costs, an operating transfer from the Agency's General Fund of \$700,000 is necessary.

The Construction Fund budget requested for FY 2017/2018 is \$40,000 for the implementation of a truck filling station at the lift station site and \$85,000 for the Septage Receiving Station.

The requested annual service charge for FY 2017/201 is \$2,169, representing a 4.9% (or \$101) increase from FY 2016/2017. The requested service charge will not provide sufficient funding for the programs and services necessary to provide a Standard Level of Service; as a result, transfers from the Water Agency's General Fund are necessary.

Russian River CSD

The budgeted operational revenues for FY 2017/2018 are \$4,589,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$4,027,000. The net operating revenues are \$562,000. Debt service and capital equipment expenses are budgeted at \$650,000. Operational Fund reserves will be used to cover the remaining shortfall.

The Construction Fund budget requested for FY 2017/2018 is \$225,000 which will fund costs for the treatment plant roof replacement (75,000) and ACL compliance projects allowed in lieu of regulatory fines associated with treatment plant violations and sewer overflows (\$150,000).

The requested rate per ESD for FY 2017/201 annual service charges is \$1,484, representing a 4.8% (or \$68) increase from FY 2016/2017. The requested budget will fund the programs and services necessary to provide a Standard Level of Service. In order to provide an Asset Preservation Level of Service, this zone's net operational revenue (\$562,000) would need to equal or exceed its depreciation expenses (\$1,479,000).

Sonoma Valley CSD

The budgeted operational revenues for FY 2017/2018 are \$15,822,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$10,714,000. The net operating revenues are \$5,108,000. Debt service, capital equipment expenses and discretionary transfers to the Construction Fund are budgeted at \$8,116,000. Operational Fund reserves will be used to cover the remaining shortfall.

A total of \$2,263,000 is requested in FY 2017/2018 Construction Fund budget for the following capital projects: Main Replacement 6th Street to Happy Lane (\$1,168,000), Amortized Work in Progress Intangible (\$625,000), Intangible Assets-Non Amortized (\$20,000), Watmaugh Bridge (\$200,000) and local hazard mitigation project (\$250,000). These projects are funded through bonds, loans, grants and transfers from the Operations Fund.

The requested rate per ESD for FY 2017/2018 annual service charges is \$968, representing a 4.50% (\$42) increase from FY 2016/2017. The requested increase will fund the programs and services necessary to provide an Asset Preservation Level of Service since the net operating revenues (\$5,108,000) exceeds this district's depreciation expense (\$4,443,000).

South Park CSD

The budgeted operational revenues for FY 2017/2018 are \$3,785,000 and the routine operating expenses (Services and Supplies, Sewer Capacity Rights, and Contingency funding) are \$2,396,000. The net operating revenues are \$1,389,000. Debt service, capital equipment expenses and discretionary transfers to the Construction Fund are budgeted at \$2,263,000.

The Agency is presently planning to replace three sections of the collection system between FY 2016/2017 and FY 2018/2019 including the following projects: East West Robles (\$1,775,000) and Blackwell Tract (\$665,000).

The requested rate per ESD for FY 17/18 is \$935 representing a 3.5% (or \$32) increase from FY 2016/2017. This increase is necessary to meet obligations to the City of Santa Rosa in completing the required work on the collection system. The requested increase will fund the programs and services necessary to provide Standard Level of Service. . In order to provide an Asset Preservation Level of Service, this zone's net operational revenue (\$1,389,000) would need to equal or exceed its depreciation expenses (\$2,000,000).

**Sonoma County Water Agency
Airport-Larkfield-Wikiup Sanitation Zone**

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017 at 10:00 a.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee to be collected on account of sewage collection and treatment services provided by the sewer system of the Airport-Larkfield-Wikiup Sanitation Zone (Zone) to property within the Zone.

Property Owner Obligation

The fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the fee will be collected on the general property tax bill administered by Sonoma County. Payment of the fee will be the responsibility of the owner of the parcel.

What the Fee is for and How the Funds Collected Will be Used

The fee is imposed for two purposes: (a) to finance the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the system. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

Amount of Proposed Fee Increase and Method of Calculating the Increased Fee

Effective July 1, 2017, the Zone proposes to increase the fee to \$900 per year per "equivalent single-family dwelling" (ESD), an increase of \$42, or 4.9% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the fee per ESD of \$900, and for parcels having more than one ESD assigned, the fee is calculated by multiplying the number of ESDs assigned to the parcel times \$900. The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the Airport-Larkfield-Wikiup Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Service Officer II

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First



Airport-Larkfield-Wikiup Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma County Water Agency Geyserville Sanitation Zone

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee to be collected on account of sewage collection and treatment services provided by the sewer system of the Geyserville Sanitation Zone (Zone) to property within the Zone.

Property Owner Obligation

The fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the fee will be collected on the general property tax bill administered by Sonoma County. Payment of the fee will be the responsibility of the owner of the parcel.

What the Fee is for and How the Funds Collected Will be Used

The fee is imposed for two purposes: (a) to finance the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the System. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

Amount of Proposed Fee Increase and Method of Calculating the Increased Fee

Effective July 1, 2017, the Zone proposes to increase the fee to \$997 per year per "equivalent single-family dwelling" (ESD), an increase of \$46, or 4.8% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the fee per ESD of \$997, and for parcels having more than one ESD assigned, the fee is calculated by multiplying the number of ESDs assigned to the parcel times \$997. The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the Geyserville Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Service Officer II

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First



Geyserville Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma County Water Agency Penngrove Sanitation Zone

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017, at 10:00 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee to be collected on account of sewage collection and treatment services provided by the sewer system of the Penngrove Sanitation Zone (Zone) to property within the Zone.

Property Owner Obligation

The fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the fee will be collected on the general property tax bill administered by Sonoma County. Payment of the fee will be the responsibility of the owner of the parcel.

What the Fee is for and How the Funds Collected Will be Used

The fee is imposed for two purposes: (a) to finance the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the system. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

Amount of Proposed Fee Increase and Method of Calculating the Increased Fee

Effective July 1, 2017, the Zone proposes to increase the fee to \$1,414 per year per "equivalent single-family dwelling" (ESD), an increase of \$48, or 3.5% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the fee per ESD of \$1,414 and for parcels having more than one ESD assigned, the fee is calculated by multiplying the number of ESDs assigned to the parcel times \$1,414. The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the Penngrove Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Service Officer II

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First



Penngrove Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma County Water Agency Sea Ranch Sanitation Zone

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee to be collected on account of sewage collection and treatment services provided by the sewer system of the Sea Ranch Sanitation Zone (Zone) to property within the Zone.

Property Owner Obligation

The fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the fee will be collected on the general property tax bill administered by Sonoma County. Payment of the fee will be the responsibility of the owner of the parcel.

What the Fee is for and How the Funds Collected Will be Used

The fee is imposed for two purposes: (a) to finance the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the system. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

Amount of Proposed Fee Increase and Method of Calculating the Increased Fee

Effective July 1, 2017, the Zone proposes to increase the fee to \$1,117 per year per "equivalent single-family dwelling" (ESD), an increase of \$41, or 3.8% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the fee per ESD of \$1,117, and for parcels having more than one ESD assigned, the fee is calculated by multiplying the number of ESDs assigned to the parcel times \$1,117. The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the Sea Ranch Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Service Officer II

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Pla
ce

Sea Ranch Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Occidental County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Occidental County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service fee to be collected on account of sewage collection and treatment services provided by the sewer system of the District to property within the District.

Property Owner Obligation

The fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the fee will be collected on the general property tax bill administered by Sonoma County. Payment of the fee will be the responsibility of the owner of the parcel.

What the Fee is for and How the Funds Collected Will be Used

The fee is imposed for two purposes: (a) to finance the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the system. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

Amount of Proposed Fee Increase and Method of Calculating the Increased Fee

Effective July 1, 2017, the District proposes to increase the fee to \$2,169 per year per "equivalent single-family dwelling" (ESD), an increase of \$101 or 4.9% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the fee per ESD of \$2,169, and for parcels having more than one ESD assigned, the fee is calculated by multiplying the number of ESDs assigned to the parcel times \$2,169. The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the Occidental County Sanitation District, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Service Officer

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the fee while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.

If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017, to:

Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Pla
00

Occidental County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Russian River County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017, at 2:10 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Russian River County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service fee to be collected on account of sewage collection and treatment services provided by the sewer system of the District to property within the District.

Property Owner Obligation

The fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the fee will be collected on the general property tax bill administered by Sonoma County. Payment of the fee will be the responsibility of the owner of the parcel.

What the Fee is for and How the Funds Collected Will be Used

The fee is imposed for two purposes: (a) to finance the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the system. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

Amount of Proposed Fee Increase and Method of Calculating the Increased Fee

Effective July 1, 2017, the District proposes to increase the fee to \$1,484 per year per "equivalent single-family dwelling" (ESD), an increase of \$68, or 4.8% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the fee per ESD of \$1,484, and for parcels having more than one ESD assigned, the fee is calculated by multiplying the number of ESDs assigned to the parcel times \$1,484. The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the Russian River County Sanitation District, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Services Officer II

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the fee while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First



Russian River County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma Valley County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE CHARGE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma Valley County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service charge for sewage collection and treatment services provided by the District to property within the District.

Property Owner Obligation

The charge will be imposed on each parcel upon which is located one or more structures which are connected to the system, and the charge will be collected on the general property tax bill administered by Sonoma County. Payment of the charge will be the responsibility of the owner of the parcel.

What the Charge is for and How the Funds Collected Will Be Used

The charge is imposed for two purposes: (a) to fund the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the system. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the Sonoma Valley County Sanitation District, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Two Categories of Users: A) Non-Residential Users And Residential Users With No Public Water Connection; or B) Residential Users With a Public Water Connection

A) Amount of Proposed Charge Increase For Non-Residential Users And Residential Users With No Public Water Connection

Effective July 1, 2017 the District proposes to increase the charge to \$968 per year per Equivalent Single-family Dwelling (ESD) for non-residential users and residential users with no connection to a public water system (public water connection). This represents an increase of \$42 or 4.5% versus current year. This charge has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the total estimated number of ESDs in the District.

B) Residential Rate Structure For Residential Users With a Public Water Connection

Many surrounding communities (including the cities of Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and the Town of Windsor) set their sewer rates partially on an estimate of the amount of sewage generated by each household, based on water usage during winter months. A 2011 District study found that such "volume-based" rate structures better account for household sewer discharge and promote water conservation. The study also found that volume-based rates would provide District ratepayers with the opportunity to control a portion of their sewage bills. The District began implementing a "volume based" rate structure in 2012 and has found that the structure has met the above objectives.

The District's volume-based rate applies to residential users with a public water connection including multiple-family units such as apartments, condominiums, and mobile home parks. The rate includes fixed charges and charges based on water use.

- **70 Percent Fixed Charges:** The fixed charge recovers costs that the sewage treatment and collection system incurs regardless of increased or decreased sewage flow into the system.

Effective July 1, 2017 the District proposes to increase the fixed charge to \$677 per year per Equivalent Single-family Dwelling (ESD) for residential users with a public water connection. This represents an increase of \$29 or 4.5% versus current year. All residential sewer customers with a public water connection must pay this fixed charge.

- 30 Percent Volume-Based: The volume-based charge recovers costs to the sewage treatment and collection system that vary with the amount of sewage conveyed and treated, and gives District ratepayers the opportunity to control a portion of their sewage bill. It uses winter water use as the basis for the calculation. Winter water use generally provides the best available estimate of indoor water use and its impact to the District's treatment facilities because outdoor irrigation is usually minimal during the winter months.

Effective July 1, 2017 the District proposes to increase the volumetric charge to \$5.49 per Thousand Gallons for residential users with a public water connection. This represents an increase of \$0.25 per Thousand Gallons or 4.5% versus current year. The District will:

- Compare November and December 2016, and January, February, and March 2017 water bills.
- Select the water bill with the lowest water use greater than zero and use that bill as the basis for the volumetric rate calculation.

If a property has no water usage in the winter months described above, and has a public water connection, the charges will be based on the number of ESDs times the fixed rate of \$968.

For 2017, each residential user with a sewer connection and a public water connection with winter water use greater than zero will be charged as follows:

Fixed Charge:

$\$677 \text{ per ESD} \times \text{Number of ESD's}$

And:

Volumetric Charge using the lowest winter water bill covering the billing months identified above:

For Valley of the Moon Water District Customers:

$\text{Lowest Winter Water Usage in Thousands of Gallons} \times 6 \text{ billing periods annually} \times \$5.49 \text{ per Thousand Gallons}$

For City of Sonoma Water District Customers

$\text{Lowest Winter Water Usage in Thousands of Gallons} \times 12 \text{ billing periods annually} \times \$5.49 \text{ per Thousand Gallons}$

The highest residential water usage on a winter water bill will be capped at 40 thousand gallons for Valley of the Moon Water District customers and 20 thousand gallons for City of Sonoma Water District customers, based on the assumption that anything over the cap is likely to be irrigation water, not water for indoor use. If the water usage on your lowest winter water bill exceeds the cap, the Volumetric Charge would be calculated as follows:

For Valley of the Moon Water District Customers:

$\text{Number of ESD's} \times 40 \text{ Thousand Gallons} \times 6 \text{ billing periods annually} \times \$5.49 \text{ per Thousand Gallons}$

For City of Sonoma Water District Customers

$\text{Number of ESD's} \times 20 \text{ Thousand Gallons} \times 12 \text{ billing periods annually} \times \$5.49 \text{ per Thousand Gallons}$

The 2017 sewer charges for residential customers with a public water connection are the Fixed Charge plus the Volumetric Charge:

Sewer Charge Component	Charge
Fixed Charge	\$677 per ESD
Volume Charge	\$5.49 per Thousand Gallons

To estimate your sewer charge, visit our online estimator at:

www.sonomacountywater.org/SVCSD

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased charge. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Services Officer II

Property Owner Appeal Procedure

If you have a leak in your water supply line or another reason that you feel the metered water use during the measurement period does not reflect your actual usage, supply the Sonoma County Water Agency with all pertinent details and proof that the problem causing the discrepancy has been fixed. The Water Agency will review the facts and documentation and, if the Water Agency determines that an adjustment is warranted, the bill will be adjusted based on the fixed charge plus water usage from winter water use in prior years.

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the charge while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the charge. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Sonoma Valley County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

South Park County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 16, 2017, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the South Park County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service fee to be collected on account of sewage collection and treatment services provided by the sewer system of the District to property within the District.

Property Owner Obligation

The fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the fee will be collected on the general property tax bill administered by Sonoma County. Payment of the fee will be the responsibility of the owner of the parcel.

What the Fee is for and How the Funds Collected Will be Used

The fee is imposed for two purposes: (a) to finance the ongoing operation and maintenance costs of the system and, (b) to pay the capital replacement program costs of the system. The purpose of the capital replacement program is to provide for the long-term replacement of system facilities as they wear out.

Amount of Proposed Fee Increase and Method of Calculating the Increased Fee

Effective July 1, 2017, the District proposes to increase the fee to \$935 per year per "equivalent single-family dwelling" (ESD), an increase of \$32, or 3.5% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the fee per ESD of \$935, and for parcels having more than one ESD assigned, the fee is calculated by multiplying the number of ESDs assigned to the parcel times \$935. The draft proposed budget for fiscal year 2017-18 describes the total annual expenses in detail and is available for review at the South Park County Sanitation District, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2017-18:

Candi Bryon, Accountant III
Lynne Rosselli, Administrative Service Officer II

Property Owner Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the fee while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the fees, may submit written protests respecting the fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or fee-paying tenant(s), will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 15, 2017, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 16, 2017 to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 29, 2017

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the sewer service fee for the property. I am submitting this form to protest the proposed sewer rate increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First



South Park County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 16, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore, 707/565-2241

Supervisorial District(s):

Fourth District

Title: Fee Waiver

Recommended Actions:

Request to approve a fee waiver for the daily airport event use fee in the amount of \$1,395.00 for the Pacific Coast Air Museum "Meet the Veterans of Korea & World War II" public education event. This event is free to residents throughout Sonoma County (1st, 2nd, 3rd, 4th, 5th Districts).

See attachment for more information.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 2016-2017

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,395.00		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 1,395.00
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Fee Waiver Request

Related Items "On File" with the Clerk of the Board:

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SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Julie Conklin
First Middle Last

Mailing Address: One Air Museum Way Santa Rosa CA 95403
Number, Street, Apt/Suite City State Zip

Phone: (707) 486 - 4914 Email: juliebconklin@gmail.com
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Pacific Air Coast Museum

Mailing Address: One Air Museum Way Santa Rosa CA 95403
Number, Street, Apt/Suite City State Zip

Phone: (707) 575 - 7900 Email: juliebconklin@gmail.com
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
TPW- Airport Division	Special Event	\$1,395.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
6/18/16	TPW	Special Event	\$650
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment

 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Julie Conklin
 Authorized Signature
4 12/1/2017
 Date

Member, Board of Directors
 Title
 PCAM