

MEETING AGENDA

Wednesday, June 19, 2019
10:00 a.m. to 11:30 a.m.
(or conclusion of business)

LOCATION

State Personnel Board Building
801 Capitol Mall, 1st Floor Auditorium
Sacramento, CA 95814

MEMBERS OF THE PANEL

Sabrina Ashjian – Chair, Fresno County
Diandra Bremond – Member, Los Angeles County
Adrian Carpenter – Member, Yuba County
Sharon-Frances Moore – Member, San Diego County
Vacant – Speaker of the Assembly Appointee

1. Call to Order and Establishment of Quorum

Sabrina Ashjian, Chair

2. Approval of Meeting Minutes for April 29, 2019

Sabrina Ashjian, Chair

3. Executive Summary Report

Anne Hawley, Executive Director

4. Authorization of Procurement – Case Management System

Anne Hawley, Executive Director
Christopher Phillips, Chief Counsel

5. Authorization of Contracts for Fiscal Year 2019-20

Anne Hawley, Executive Director
Christopher Phillips, Chief Counsel

6. Election of the Chair

Sabrina Ashjian, Chair
Christopher Phillips, Chief Counsel

7. Public Comments on Items Not on the Agenda

The Panel may not discuss or act on any matter raised during this public comment section, except to decide whether to place the matter on the agenda of a future meeting.
[Government Code Sections 11125, 11125.7(a)]

8. Future Agenda Items

9. Adjournment

NOTICE TO THE PUBLIC

The public may provide appropriate comment on any issue before the panel at the time the item is discussed. If public comment is not specifically requested, members of the public should feel free to request an opportunity to comment. Total time allocated for public comment may be limited.

All times are approximate and subject to change. The meeting may be cancelled without notice. Agenda items may be taken out of order to accommodate speakers and to maintain a quorum. Action may be taken on any item on the agenda. Time limitations for discussion and comment will be determined by the Chair.

This panel meeting is open to the public and is accessible to the physically disabled. A person who needs a disability-related accommodation or modification to participate in the meeting may make a request by contacting Christopher Phillips at (916) 322-6870. Providing your request at least five business days before the meeting will help to ensure availability of the requested accommodation.

If you wish to participate, please plan to attend at the physical location. Seating for all attendees cannot, however, be guaranteed in the event the room reaches capacity. Interested parties should access the Panel's website for the meeting agenda and more information at <http://www.ccap.ca.gov/>. Requests for further information should be directed to Christopher Phillips at (916) 322-6870 or in writing to: Cannabis Control Appeals Panel, 801 Capitol Mall, 6th Floor, Sacramento, CA 95814.

AGENDA ITEM 1

**THERE ARE NO
MEETING MATERIALS**

AGENDA ITEM 2

**APPROVAL OF APRIL
29, 2019 MINUTES**



CANNABIS CONTROL APPEALS PANEL

Open Session Meeting Minutes

Monday, April 29, 2019

1:30 – 2:05 pm

State Personnel Board Building
801 Capitol Mall, Sacramento, CA 95814

Members present:

- Sabrina Ashjian, Chair (in Tarzana)
- Diandra Bremond (Los Angeles)
- Adrian Carpenter (in Sacramento)
- Sharon-Frances Moore (in San Diego)

Staff present:

- Anne Hawley, Executive Director, Cannabis Control Appeals Panel
- Christopher Phillips, Chief Counsel, Cannabis Control Appeals Panel
- Sarah M. Smith, Senior Staff Attorney, Cannabis Control Appeals Panel
- Brian Hwang, Staff Attorney, Cannabis Control Appeals Panel
- Melita Sagar, Administrative and Business Services Coordinator, Cannabis Control Appeals Panel

Public present:

- Unidentified

Summary:

1. Call to Order and Establishment of Quorum.

Chair Sabrina Ashjian called the teleconference meeting to order at 1:30 pm. Melita Sagar called the roll. Panel Members Sabrina Ashjian, Diandra Bremond, Adrian Carpenter, and Sharon-Frances Moore were present. A quorum was established.



CANNABIS CONTROL APPEALS PANEL

2. Approval of November 28, 2018 Meeting Minutes.

Chair Ashjian asked the Panel Members if there were any additions or corrections to the minutes of the November 28, 2018 meeting. There were no additions or corrections.

Motion (Moore): Approve the minutes of the November 28, 2019 Panel meeting as submitted. Seconded (Carpenter). Motion passed 4-0.

3. Executive Summary Report.

Executive Director Anne Hawley presented the Executive Staff Report.

Hawley will reach out to members after the Panel meeting to schedule the May meeting date. The June meeting is still scheduled for June 19.

CCAP staff have made outreach efforts, including submitting a speaker proposal for the Cannabis Business Conference. They have also reached out to several organizations to see if there is any interest in CCAP attorneys presenting to their groups. Hawley will let Panel know if there is any response.

Hawley thanked the legal team for their efforts on the regulations. CCAP's new regulations will be effective July 1.

CCAP has been added to a CalHR regulation that will allow Panel Members to receive payouts for unused leave time. Panel Members will need to complete timesheets. Panel Member Bremond asked whether leave accrual will be prorated. Hawley said the change is not retroactive, but is effective April 10. Chief Counsel Phillips said April will be prorated, but Panel Members will receive full credit for future months.

CCAP has received purchasing authority. Hawley anticipates acquiring cell phones by the end of May.

CCAP anticipates completing its staffing toward the end of the year. Phillips said he spoke with the Department of Justice and there are no appeals forthcoming. He does not anticipate receiving appeals anytime soon.



CANNABIS CONTROL APPEALS PANEL

CCAP has revised and updated its policies. Panel Members will receive a PDF copy of the revised policies and will need to sign an acknowledgement sheet.

Hawley said CCAP will know in late May when construction will begin on CCAP's new office space. The move-in date is still September, but she will advise the Panel of any changes.

Hawley described CCAP's budget-to-actuals report. CCAP's fiscal health is still very good. The biggest expense is "personal services," or CCAP personnel. Hawley noted that the numbers in "budget" area of spreadsheet are flexible. The submitted budget includes anticipated ProLaw costs.

Panel Member Bremond asked if any remaining budget balance will roll over to the following year. Hawley said she believes it will, but she will check and report back. No questions from the Panel. No questions from the audience.

4. Authorization of Procurement – ProLaw Software.

Chief Counsel Phillips presented Delegation Resolution 19-01, authorizing acquisition of the ProLaw case management system.

Phillips explained that ProLaw is a case management software system already in use at other state agencies. It will streamline many office functions. CCAP staff has submitted Delegation Resolution 19-01 because the one-time acquisition costs will exceed \$10k authority and there will be additional recurring costs. The costs cited are maximums. The maximum one-time cost is \$116,790.40, with about \$66,000 annual cost. These totals include hourly training; existing legal staff already trained should reduce the costs. CCAP does not have much data to incorporate, which will further reduce configuration costs. Chair Ashjian asked if other systems were considered. Phillips said staff brainstormed similar systems, but based on staff experience, ProLaw was the best fit. Bidding was unnecessary because ProLaw is a proprietary software.

Executive Director Hawley added that other agencies use ProLaw.

Panel Member Carpenter added that she is familiar with ProLaw and that it is the preferred case-management system in the state.



CANNABIS CONTROL APPEALS PANEL

Motion (Bremond): Approve Delegation Resolution 19-01. Seconded (Carpenter). No comments from Panel Members or the public. Motion passed 4-0.

5. Authorization of Commercial Lease.

Executive Director Hawley discussed the proposed commercial lease. CCAP's current lease expires April 30. Completion of CCAP's new office space at 400 R Street is delayed until at least September 2019. The Department of General Services (DGS) has offered a new lease for the current office space through October 31, with favorable terms.

Chief Counsel Phillips confirmed that the proposed commercial lease offers excellent terms and flexibility.

Panel Member Bremond asked if the future office space will allow for televised meetings. Hawley said she is unsure, but will check. Phillips said he believes the build-out will include such capability, but CCAP will need to purchase equipment. Hawley said she will review the architectural revolving fund balance and the cost of such equipment. Phillips noted that the new commercial lease exceeds the \$10,000 purchase delegation and therefore requires Panel approval.

Motion (Moore): Approve proposed commercial lease. Seconded (Carpenter). No comments from Panel Members or the public. Motion passed 4-0.

6. Public Comments on Items Not on the Agenda.

Chair Ashjian warned any comment should not involve pending or future appeals. No comments from public.

7. Future Agenda Items.

No comments from Panel Members or the public.



CANNABIS CONTROL APPEALS PANEL

8. Adjournment.

Motion (Bremond): Adjourn the meeting. Seconded (Carpenter). Meeting adjourned at 2:05 p.m.

AGENDA ITEM 3

EXECUTIVE SUMMARY REPORT

CANNABIS CONTROL APPEALS PANEL

EXECUTIVE SUMMARY REPORT

REGULAR PANEL MEETING

June 19, 2019

NEW OFFICE – 400 R STREET

The construction documents for the new office space have been approved by the State Fire Marshal. Below is a *summary* of key dates for the construction. A full schedule can be provided upon request.

- 6/25 Tear down existing modular system furniture for storage
- 6/26 – 7/11 Demolition of ceiling, tile harvest for storage
- 7/12 – 7/15 Layout interior walls
- 7/17 – 7/24 Frame interior walls
- 7/25 – 8/21 Mechanical /Electrical/Plumbing buildout
- 9/23 – 9/25 Paint first coat
- 9/27 – 10/2 Install doors / window frames
- 10/16 – 10/18 Paint Final Coat
- 10/21 – 10/24 Install carpet and flooring
- 10/30 – 10/31 Install modular systems furniture
- 11/6 – 11/7 Final inspections with City of Sacramento
- 11/12 – 11/15 Install remaining free-standing furniture
- **11/18 – 11/26 Move in date**

TIMING OF APPEALS

As of today, no appeals have been filed by an annual license holder at the Office of Administrative Hearing. CCAP staff continue to monitor this closely and do not expect to receive cases until the fall/winter of 2019, at the earliest.

BUDGET-TO-ACTUALS FY 2018/19

Please see attachment 3.2

The fiscal health of CCAP continues to be in excellent condition due to the cost savings of the following vacant positions: panel member (Assembly), legal secretary, legal assistant, and office technician.

According to the budget-to-actuals report provided by the Department of General Services, CCAP's remaining balance as of May 31, 2019 is the following:

\$2,676,000	FY 18/19 Appropriation
- \$1,472,869	Expenditures as of 5/31/2019
\$1,203,131	Remaining balance FY 18/19

A portion of the remaining balance will be put towards the case management system (see Agenda Item 4) and the computer/IT equipment that will be discussed in Agenda Item 5.

QUESTION OF ROLLOVER FUNDS

At the April 2019 panel meeting, the question was posed as to whether unspent FY 18/19 funds could be “rolled over” to the following fiscal year.

Appropriations made by the Budget Act are available for encumbrance for one fiscal year and two subsequent fiscal years to expend and liquidate any encumbrances made in the first fiscal year. In other words, if a contract for services and/or products is agreed to in FY 18/19, those funds may be expended until June 30, 2021. This date is the State Controller’s Office (SCO) “reversion date,” but these funds do not rollover to future years, unless specified by the Legislature.

Any unused funds will be transferred to General Fund by the State Controller’s Office on June 30, 2021.

STRATEGIC PLANNING / IMPROVE WORK FLOW PROCESSES

On July 17th, a strategic planning session for CCAP staff will be led by the Department of Consumer Affairs’ SOLID Planning Unit. The purpose will be to identify CCAP’s strategic goals and objectives, mission, vision, and values.

A subsequent strategic planning session for CCAP Panel Members will be scheduled for September to gain your input, and to review the strategic plan. This meeting will be agendaized to meet Bagley-Keene requirements.

On July 30th and 31st, CCAP staff will participate in the Lean White Belt Training session, conducted by the California Lean Academy, which is within California Department of Human Resources (CalHR) and under Government Operations Agency’s Eureka Institute. This training will provide an overview of the fundamental concepts of the “Lean methodology” and the techniques used to eliminate waste and streamline processes.

CCAP staff will work with consultants from the California Lean Academy to identify CCAP’s workflow processes (inputs, process, and outputs) to ensure we achieve the desired results, and meet CCAP’s mission, goals and objectives.

OUTREACH

WomenGrow, Santa Ana, CA

June 27, 2019

Chief Counsel Christopher Phillips and Senior Staff Attorney Sarah Smith will present a step-by-step overview of the appeal process for annual licenses, including deadlines and filing requirements. For background, WomenGrow was founded in 2014 in Denver and has chapters throughout California. It serves as a catalyst for women to succeed in the cannabis industry.

NCIA's California Cannabis Business Conference, Long Beach, CA

October 8 – 9, 2019

CCAP staff will present an overview of the appeal process at the National Cannabis Industry Association's conference in Long Beach. More details will be forthcoming.

POLICIES AND PROCEDURES

The Policies and Procedures are now in effect. Staff are working to compile all policies and procedures, along with the *Panel Member Handbook*, into an easily referenced SharePoint folder and hardcopy binder for Panel Member review and acknowledgement.

Acceptable Use Policy

ADA Policy

Anti-Discrimination Policy

Anti-Nepotism Policy

Defensive Driver Policy

Email Retention Policy

Equal Employment Opportunity Policy

Incompatible Activity Statement Policy

Information Security Policy

Media Relations Policy

Reasonable Accommodation Policy

Record Retention Policy

Telework Policy

Work Place Violence Prevention Policy

LEGISLATION

And for an update on recent legislation relating to CCAP, please see Attachment 3.1. Senior Staff Attorney, Sarah Smith will provide an overview.

STAFF CONTACT:

Anne Hawley, Executive Director
Cannabis Control Appeals Panel
916-322-6870

CANNABIS CONTROL APPEALS PANEL

STAFF REPORT

REGULAR PANEL MEETING

JUNE 19, 2019

SUBJECT: Summary of Relevant Legislative Items

AB 545

This bill would subject the Bureau of Cannabis Control (the “Bureau”) and the Cannabis Control Appeals Panel (the “Panel”) to legislative oversight in the form of sunset review. The purpose of this bill is to provide appropriate legislative policy committees with a periodical review of the Bureau and Panel to assess their effectiveness and performance.

According to the author, the bill would place the Bureau and the Panel under the same sunset process for legislative oversight that currently exists for every other board and bureau under the Department of Consumer Affairs (DCA). The author indicates that while the legislature already has the authority to conduct oversight hearings and make inquiries to the Bureau, the process is less structured and comprehensive than a standard sunset review. The author argues that subjecting the Bureau and Panel to the structured sunset review process “will serve as a more effective and less disruptive method of overseeing and supporting the state’s continued licensure of cannabis businesses.”

This bill would produce no direct fiscal impact. However, sunset review reports are thorough and would inevitably increase the workload demand on existing CCAP administrative staff.

BUDGET TRAILER BILL

This bill would specify that the Cannabis Control Appeals Panel is established in the Business, Consumer Services, and Housing Agency. Additionally, it would create an exception to a Bagley-Keen requirement by authorizing the panel to hold a closed session for the purpose of holding a deliberative conference after a hearing.

Additionally, this bill would add section 26031.5 to the Business and Professions Code to authorize a licensing agency to issue an administrative citation to a licensee or *unlicensed* person for any act or omission that violates the cannabis laws. These administrative citations can be contested via administrative hearing in a manner identical to the first-level appeal process already in place for enforcement actions taken against annual licensees and for the denial of a license application.

STAFF CONTACT:

Sarah M. Smith, Senior Staff Attorney
Cannabis Control Appeals Panel
(916) 322-6870

Cannabis Control Fund (1045)
YEAR-TO-DATE THROUGH MAY 2019

ALL FUNDS

As of May 31, 2019

CATEGORY OF EXPENDITURES	Budgeted (Exp. Auth.)	Actuals +Enc (Jul - May)
PERSONAL SERVICES:		
Salaries & Wages	\$956,000	\$383,320
Temp Help	\$0	\$0
Board Members	\$594,000	\$457,410
Overtime	\$0	\$0
Benefits	\$687,000	367,506.00
TOTAL PERSONAL SERVICES	\$2,237,000	\$1,208,236
OPERATING EXPENDITURES:		
General Expense	\$72,000	83,289.72
Printing	\$15,000	\$0
Communications	\$18,000	\$292
Postage	\$3,000	\$30
Insurance	\$0	\$0
Travel-In State	\$20,000	\$2,282
Travel-Out of State	\$0	\$0
Training	\$9,000	\$0
Facilities Operation	\$174,000	\$134,373
Utilities	\$0	\$0
C&PS - Interdepartmental	\$99,000	\$44,077
C&PS-External	\$0	\$289
Departmental Services	\$0	\$0
Consolidated Data Centers	\$9,000	\$0
Information Technology	\$20,000	\$0
Central Administrative Service	\$0	\$0
Capital Asset Construction	\$0	\$0
Capital Asset Purchases	\$0	\$0
Non-Capital Asset Purchases	\$0	\$0
Other Items of Expense	\$0	\$0
Unallocated OE&E	\$0	\$0
OE&E - Special Adjustments	\$0	\$0
Grants and Subventions	\$0	\$0
TOTAL OPERATING EXPENDITURES & EQUIPMENT	\$439,000	\$264,633
TOTAL PS & OE&E	\$2,676,000	\$1,472,869
REIMBURSEMENT	\$0	\$0
GRAND TOTAL	\$2,676,000	\$1,472,869

2018-19 BUDGET ADJUSTMENTS:

State Operations	
Budget Act of 2018 Expenditure Authority	\$2,650,000
➤ Employee Comp BL 18-27 —9800 Benefit Adjustment	\$86,000
➤ Retirement BL 18-24 Section 3.60	\$13,000
➤ Contracted Fiscal Services Funding Removal	(\$110,000)
➤ Technical Adjustment	\$37,000
Revised Total Budgeted Expenditure Authority	\$2,676,000
	\$0
	\$0
Revised Total Budgeted Expenditure Authority	\$2,676,000

* No Encumberences reported
** Estimate Based on 10 employees x O&E rates (GE \$4000/PY; Printing \$1000/py; Communitication \$1500/py)

AGENDA ITEM 4

**AUTHORIZATION OF
PROCUREMENT – CASE
MANAGEMENT SYSTEM**

CANNABIS CONTROL APPEALS PANEL

STAFF REPORT

REGULAR PANEL MEETING

June 19, 2019

SUBJECT: Proposed Delegation of Limited Purchasing Authority to Executive Director.

BACKGROUND:

Business and Professions Code section 26041 requires that “[t]he director shall furnish the equipment, supplies, and housing necessary for the authorized activities of the panel and shall perform such other mechanics of administration as the panel and the director may agree upon.”

At the April 29, 2019, Panel meeting, the panel adopted Delegation 19-01. Delegation 19-01 provided that the Executive Director shall have purchasing authority for the ProLaw case management system. After the panel meeting, CCAP staff was made aware of two alternative case management solutions, specifically LegalStratus and Salesforce. After reviewing the capabilities of LegalStratus and Salesforce, staff determined both products are superior to ProLaw. Attachment 1 provides a capabilities comparison between the three products, and Attachment 2 provides a cost comparison.

ANALYSIS:

Pursuant to Business and Professions Code section 26041, the Panel has the authority to delegate purchasing authority to the Executive Director. On October 17, 2019, the Panel voted to delegate purchasing authority to the Executive Director for “any single item up to \$10,000.” The Panel retains sole purchasing authority for transactions exceeding that amount.

“LegalStratus” is a case management software system offered by Arbola. LegalStratus is a full-featured matter management solution that operates on the Salesforce platform.

The total one-time cost for acquiring and implementing LegalStratus is \$177,280. This exceeds the Panel’s existing delegation of purchasing authority. Staff has determined that a one-time delegation of purchasing authority to the Executive Director is therefore warranted. Staff proposes the following delegations:

1. The Executive Director shall have purchasing authority for the license acquisition, installation, configuration, and training associated with implementing the LegalStratus case management system.

2. The Executive Director shall have ongoing purchasing authority for the maintenance, support, hosting, and other necessary recurring costs associated with the LegalStratus case management system.

BUDGET AND FISCAL IMPACTS:

Adopting the proposed delegation will authorize the Executive Director to enter into a purchasing contract that will have a significant impact on the Panel's budget. Additionally, LegalStratus will entail ongoing, albeit significantly smaller, costs for maintenance and subscription fees.

LegalStratus itself will streamline the production and organization of documents, and will allow for quick, user-friendly production of detailed administrative reports. This will improve efficiency and oversight, reduce paperwork errors, and eliminate the need for cumbersome *ad hoc* case management systems. This will reduce personnel costs.

BENEFITS AND RISKS:

Effective management of case files is essential to the Panel's decision making and operations. Failure to adopt this resolution will require Panel staff to rely on inferior or *ad hoc* case management systems, or on a lower-cost case management system that cannot meet the Panel's unique quasi-judicial needs. This will put additional burdens on legal and administrative staff and could result in costly paperwork errors. An *ad hoc* or non-customizable case management system would also reduce the ability of legal staff to quickly and accurately review specific documents or portions of the administrative record, potentially leading to less thorough legal analysis of individual cases.

ATTACHMENTS:

1. Capabilities Comparison
2. Cost Comparison
3. Proposed Delegation Resolution 19-02 for LegalStratus
4. Proposed Delegation Resolution 19-02 for Salesforce

RECOMMENDATION:

Approve the Proposed Delegation Resolution 19-02 for LegalStratus case management system. Alternatively, should the Panel determine Salesforce is the better option, staff recommends approving Proposed Delegation Resolution 19-02 for Salesforce case management system.

STAFF CONTACT:

Christopher Phillips, Chief Counsel
Cannabis Control Appeals Panel
(916) 322-6874

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QUESTIONS	LEGALSTRATUS	SALESFORCE	PROLAW
1. Please provide a description on your plan to develop and configure your product for CCAP? a. Is the process handled directly by your company, or does it require a third-party consulting firm?	LegalStratus is a full-featured matter management solution (SaaS) running on the Salesforce platform. The configuration of LegalStratus will be handled by a certified implementation partner Sophus Consulting.	The Salesforce platform is a highly configurable platform as a service which can be configured to fit CCAP's needs for case management. The Platform would be configured by a 3rd party System Integrator (SI) as an appeals case management system as defined by CCAP's requirements.	ProLaw is a proprietary case management software system offered by Thompson Reuters. Additional services are provided by Sophus Consulting and CenturyLink Cloud hosting.
2. Cost	See attachment 2.	See attachment 2.	See Attachment 2.
3a. Training - Describe the training program for administrative users?	Traditional classroom training, workshops, and "trailhead" (a platform provided by Salesforce which has been used for both developer and administrator training).	Salesforce training can be delivered through a variety of channels. Free on-line training, traditional instructor led training and private training tailored to the customer needs.	Thompson Reuters Elite provides onsite administrative training and materials for eight staff members.
(1) What is the curriculum and/or learning modules?	The curriculum will be tailored for CCAP.	Free training on the Salesforce platform can be done through trailhead.salesforce.com. However, CCAP would need training tailored to the CCAP case management system. This is typically handled by the SI that built the system.	No information provided.
(2) Length of time? Is it one-time or ongoing?	10+ hours of the course of the implementation.	10+ hours for case management system and as needed.	60 hours for eight staff members.
3b. Training - Describe the training program for staff?	Training will be provided through a combination of instructor-led classes and web-based training. Instructor-led classes are focused on attorneys and business users and provide step-by-step guidance on utilizing the functions of the LegalStratus system. All training is customized to CCAP. Additionally, "trailhead" is a self-guided	Training will be provided through a combination of instructor-led classes and web-based training. Instructor-led classes are focused on attorneys and business users and provide step-by-step guidance on utilizing the functions of the Case Management System. Additionally, "trailhead" is a self-guided study free of charge that is best suited	Thompson Reuters Elite provides onsite application training and materials for eight staff members.

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	study free of charge that is best suited for system administrators and technical staff.	for system administrators and technical staff.	
(1) What is the curriculum and/or learning modules?	The curriculum will be tailored for CCAP.	All training is customized to CCAP.	No information provided.
(2) Length of time? Is it one-time or ongoing?	30+ hours of the course of the implementation.		86 hours for eight staff members.
3c. Training - What are the ongoing training programs as we add staff or there are new versions of your product released?	Trainings are typically recorded so CCAP can continue to use as an asset in the future and when new users are onboarded. Trailhead courses are also available and will be a fantastic way to help new staff as well as provide a refresher for users that may want to deepen their knowledge of LegalStratus.	This would be determined by the SI and negotiated between the SI and CCAP.	No information provided.
4a. Cloud hosting - How is the content for your product hosted in the cloud?	LegalStratus is a native app on Salesforce and can run on GovCloud, which is Salesforce's FedRamp certified cloud offering.	All Salesforce Public Sector customers are hosted in the Private Salesforce Government Cloud.	CenturyLink provides cloud hosting services for ProLaw.
4b. Cloud hosting - What are the monthly and/or yearly costs? Please provide cost in chart for section #3.	Charges are annual and can be found in attachment 2.	See attachment 2.	See attachment 2.
4c. Who provides IT support after implementation of your product?	Since LegalStratus is a SaaS solution, they provide continuous product support and upgrades to the application several times a year. Also, Salesforce provides its premier support for all GovCloud clients, which provides 24x7 support for customers.	All Salesforce support is provided by Salesforce for platform-specific needs. The case management system support would be provided by the SI that built the application.	Thompson Reuters Elite provides ProLaw technical support. Support will include program updates and releases, remote support for basic questions (installation, use, and configuration), remote support for code-related errors, as well as corrective service information and program fixes for known errors. CenturyLink would provide support for cloud hosting issues.

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5a. Outlook - Describe your product's functionality with Outlook. Is your product able to import and export document attachment directly to and from Outlook?	Yes, LegalStratus has an API that connects seamlessly into Office 365.	The Salesforce platform has very tight integration with Office 365 and Outlook. This functionality is native to Salesforce.	Yes. ProLaw allows for drag-and-drop interactivity with software already used by CCAP, such as Outlook, Word, and Adobe Acrobat Pro.
5b. Outlook - Can your product schedule events or tasks directly to Outlook?	Yes.	Yes.	Yes.
5c. Outlook - Can your product share contact lists with Outlook?	Yes.	Yes.	No information provided.
6. Mobile App - Does your product have a corresponding mobile app so that end-users can access information on their mobile phone?	Yes, because LegalStratus is a native Salesforce app, users can download the Salesforce Mobile App for Apple or Google, free of charge.	Yes, this is native to Salesforce.	Yes.
6a. Mobile App - If so, please describe your product's functionality on mobile devices.	Virtually all features and functions within LegalStratus are also available on a mobile device. No additional configuration or administration is required to enable this ability.	Functionality is the same as a Desktop PC.	Limited functionality. ProLaw Mobile allows access to contacts, case information and calendars and notes can be added to matters.
(1) Is the app limited to a specific mobile operating system?	Apple and Google.	Android and iOS.	Yes. The mobile app is available on iPad, iPhone, Android devices.
7a. Data - Please provide a detailed overview of your product's functionality on reports.	<ul style="list-style-type: none"> Ad-Hoc Reporting: Legal Stratus fully leverages the Salesforce ad-hoc report tool that enables end-users to create reports that include grouping together with summaries (totals) of financial information. Reports can be displayed with a variety of charts and graphs. Administrators can save and organize reports for all users and end-users can save 	Salesforce reporting and dashboards are functions of the platform that are easy to configure and use. The platform has extensive capabilities to do batch reporting, ad-hoc, and scheduled.	ProLaw allows for the automatic collection of data on virtually any aspect of the cases CCAP handles. This provides unparalleled transparency and allows CCAP to better manage its workload.

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and/or publish reports for general use. Reports can be exported to Excel. Users can subscribe to reports to receive them daily or weekly via email.

- **Dashboards:** In Legal Stratus, Dashboards are an amalgam of reports and can be configured by administrators and individuals.
- **Analytics:** Einstein Analytics offers analytical and “point-in-time” reporting. Dashboards created with Einstein Analytics are interactive and enable users to select options to see different views of information. For example, buttons that allow users to see total spend by year, practice area or matter type. The creation of Einstein Analytics reports, and dashboards are available upon the activation of an Einstein Analytics license and does not require the creation of a “universe”, stored procedures or knowledge of SQL. Einstein Analytics licenses are sold as separate licenses.

7b. **Data** - What reports can be produced?
(1) Provide 3 to 5 specific examples.

Attorney workload, Matters by Stage, Matter Events, Upcoming Deadlines/Tasks, New Matters Opened, Matter Duration, Matter Cycle Times, etc.

Batch reporting, ad-hoc, and scheduled.

License numbers, business names, licensing agencies, dates, locations, or legal issues raised.

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7c. Data - What key performance indicators can be tracked by your product? CCAP is particularly interested in tracking workload by attorney, matter/case aging, and difficulty of cases. (1) Please provide at least (3) specific examples.	See examples above. Key performance indicators can be identified in any of the reports or a report can be specifically tailored to capture particular KPI data.	Tracking of data is one of Salesforce's strengths. Everything in the system is tracked and is available to report on and audit. 1. Case creation 2. Last case interaction 3. Case aging	See examples above.
8a. Intake Portals - Could an online portal be developed for use by parties on CCAP's website that would be linked to your product's backend?	LegalStratus comes with several portals. During implementation, the portals will be configured to meet the functional needs of CCAP. CCAP branding can also be integrated as well as the ability to embed LegalStratus web intakes from the existing CCAP website.	Yes, a self-service portal is easily configurable in order for parties to upload information.	No.
8b. Intake Portals - What is the timeline for development and implementation of an intake portal?	Since LegalStratus comes with the portals, it is typically just a configuration. The portal can be implemented for use in Production within just a few days, depending on requirements.	This would be dependent on CCAP's requirements and the skill of the SI. This is typically measured in hours or days and not months.	No.
8c. Intake Portals - Cost for development?			N/A
9a. Searchable Database - What is your product's capability to create a searchable database for CCAP's external website?	LegalStratus comes with a powerful search engine. The limitations of what data CCAP would like to make available would be defined during requirements gathering and administered by the security design and profiles that are ultimately implemented.	Everything in the Salesforce platform is searchable.	None.

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<p>10a. Deadline Dependency - The CCAP briefing schedule has dependent deadlines based on when certain documents are filed. For instance, the opening brief is due no more than 30 days after the administrative record is filed. The opposition brief is due 15 days after the opening brief is filed. If the opening brief is filed less than 30 days after the administrative record, the opposition brief will not be due 45 days after the administrative record (as is the case in superior court), but 15 days after the opening brief.</p> <p>Does your product support automated deadline setting based on this scenario or will briefing deadlines require manual calculation and input?</p>	<p>Legal Stratus comes with an Events Rules engine that allows CCAP to define a wide variety of scenarios like what is listed above. LegalStatus supports multiple rules simultaneously so different units or processes can have their own unique rules that automatically generate.</p>	<p>Yes, this automated deadline setting is easily configurable based on CCAP's requirements.</p>	<p>ProLaw can automatically calculate deadlines. For example, CCAP can customize ProLaw to automatically assign briefing deadlines based on the date it received the administrative record. ProLaw also allows for recalculation or extension of deadlines.</p>
<p>11a. Task assignment - Can your product track "who" and "when" a task is completed?</p>	<p>Yes, as well as send off alerts via email or push notifications when a task is completed or moved to a different stage.</p>	<p>Yes, everything is tracked based on the customer's needs or requirements.</p>	<p>Yes. Within ProLaw, staff can assign tasks to specific individuals. ProLaw will send automatic task notification emails and set Outlook reminders for the assigned employee. Any member of CCAP staff can quickly discern who is handling a specific matter.</p>
<p>11b. Task assignment - Can your product generate "cascading" tasks for other users (legal secretary...etc)</p>	<p>Yes, the LegalStratus Event Rules engine can generate cascading tasks that can be dependent on other tasks or events.</p>	<p>Yes.</p>	<p>N/A</p>

CANNABIS CONTROL APPEALS PANEL

once other tasks are completed by the attorneys?			
12a. Matter/case numbering - How customizable is the matter/case numbering system for your product?	LegalStratus can be set up to assign alphanumeric case/matter numbers automatically by a custom formula.	Case numbering can be easily customized based on requirements and this is a native function of Salesforce.	No information provided.
13a. Mobile access – Can you product be accessed remotely via a laptop?	Yes, LegalStratus can be accessed by any device with a supported web browser.	Salesforce applications can be accessed anywhere anytime on any computing device that supports modern web browsers. For security purposes this would be “locked down” so only authorized users can access the site.	No information provided.
13b. Mobile access - If so, any specific VPN or browser requirements?	None. Salesforce supports modern browsers.	No VPN required. Only a modern web browser like Safari, Chrome, MS Edge.	No information provided.
14a. History of edits/reversion functionality - How do you the track history of any changes made on matters/cases?	CCAP can track up to 20 fields per object. LegalStratus offers an add-on from Salesforce called Shield that increases the number of fields that can be tracked in the system.	Tracking and auditing is native to the platform. Salesforce has extensive auditing capabilities.	ProLaw ensures that only the most recent version of a document is active and editable, but that previous versions are retained and immediately available for reference. This feature allows the CCAP legal team to collaborate on multiple drafts of complex, evolving documents while minimizing errors and eliminating confusing file naming conventions.
14b. History of edits/reversion functionality - What is the reversion functionality in the case of unwanted changes in a document?	With document version control, a complete history of changes can be tracked and reversed by going back to earlier versions. A document compare function can highlight changes and allow users to reverse edits selectively.	Salesforce has native ability for reversion.	See above.

CANNABIS CONTROL APPEALS PANEL

15a. **Timing** - What are the estimated timelines for the development, configuration, and implementation of your product for CCAP?

Typically, a new implementation of similar size and scope will run from 3 to 4 months depending on complexity.

Based on requirements as explained to Salesforce, the estimate is 4 to 6 months. This is dependent on the SI chosen to deliver the system.

Cost Comparisons for Case Management Systems

Description	Unit	Notes	LegalStratus	Salesforce	ProLaw
Software Licenses (if applicable)	Each		n/a	n/a	\$ 7,112.00
Ongoing subscription costs (Annual subscription for Salesforce, LegalStratus)	Annual	LegalStratus specific: Salesforce; LegalStratus; SpringCM. Salesforce specific: Customer logins; Shield; Spring CM;	\$ 60,280.00	\$ 29,619.10	n/a
Project scope and plan development	Per Hour		\$ 48,500.00	\$ -	\$ 15,104.00
Consulting, configuration and set-up	Per Hour		\$ 58,500.00	\$ 106,896.00	\$ 45,312.00
Onsite / remote training for administration	Per Hour		\$ 2,500.00	\$ -	\$ 14,160.00
Onsite / remote application training for staff / panel members	Per Hour		\$ 7,500.00	\$ 9,870.00	\$ 20,296.00
Maintenace and support	Annual	Included in subscription for LegalStratus & Salesforce	\$ -	\$ -	\$ 1,422.40
Travel time for consultants	Per Hour		\$ -	\$ -	\$ 1,888.00
Travel costs for consultants	Per Hour		\$ -	\$ -	\$ 3,000.00
Cloud server subscription costs	Annual	Included in subscription for Legal Stratus	\$ -	\$ 34,121.00	\$ -
Cloud server startup costs		Included in subscription for Legal Stratus/Salesforce	\$ -	\$ -	\$ 8,496.00
Ongoing cloud server costs	Annual	Included in subscription for Legal Stratus/Salesforce	\$ -	\$ -	\$ 5,438.00
Total - 1st Time Costs			\$ 177,280.00	\$ 180,506.10	\$ 122,228.40
Total - Ongoing Annual Costs			\$ 60,280.00	\$ 63,740.10	\$ 6,860.40

CANNABIS CONTROL APPEALS PANEL

DELEGATION RESOLUTION

Subject: IT Procurement - Executive Director

Delegation No. 19-02

Pursuant to Business and Professions Code section 26041, the Cannabis Control Appeals Panel hereby delegates to the Executive Director the authority to act finally with respect to the matters outlined below:

1. The Executive Director shall have purchasing authority for the license acquisition, installation, configuration, and training associated with implementing the LegalStratus case management system.
2. The Executive Director shall have ongoing purchasing authority for the maintenance, support, hosting, and other necessary recurring costs associated with the Legal Stratus case management system.

The Executive Director's actions under this delegation shall be conducted in compliance with applicable laws, regulations, and statutes.

This delegation is effective immediately upon signature by both parties. This delegation supersedes Delegation Resolution 19-01, approved on April 29, 2019.

I hereby certify the Cannabis Control Appeals Panel made and adopted the foregoing Resolution.

Dated: _____

SABRINA ASHJIAN, PANEL CHAIR
CANNABIS CONTROL APPEALS PANEL

Dated: _____

ANNE HAWLEY, EXECUTIVE DIRECTOR
CANNABIS CONTROL APPEALS PANEL

CANNABIS CONTROL APPEALS PANEL

DELEGATION RESOLUTION

Subject: IT Procurement - Executive Director

Delegation No. 19-02

Pursuant to Business and Professions Code section 26041, the Cannabis Control Appeals Panel hereby delegates to the Executive Director the authority to act finally with respect to the matters outlined below:

1. The Executive Director shall have purchasing authority for the license acquisition, installation, configuration, and training associated with implementing the Salesforce case management system.
2. The Executive Director shall have ongoing purchasing authority for the maintenance, support, hosting, and other necessary recurring costs associated with the Salesforce case management system.

The Executive Director's actions under this delegation shall be conducted in compliance with applicable laws, regulations, and statutes.

This delegation is effective immediately upon signature by both parties. This delegation supersedes Delegation Resolution 19-01, approved on April 29, 2019.

I hereby certify the Cannabis Control Appeals Panel made and adopted the foregoing Resolution.

Dated: _____

SABRINA ASHJIAN, PANEL CHAIR
CANNABIS CONTROL APPEALS PANEL

Dated: _____

ANNE HAWLEY, EXECUTIVE DIRECTOR
CANNABIS CONTROL APPEALS PANEL

AGENDA ITEM 5

**AUTHORIZATION OF
CONTRACTS FOR FISCAL YEAR
2019-20**

CANNABIS CONTROL APPEALS PANEL

STAFF REPORT

REGULAR PANEL MEETING

JUNE 19, 2019

SUBJECT: Authorization of Contracts for Fiscal Year 2019-2020

BACKGROUND:

Business and Professions Code section 26041 requires that “[t]he director shall furnish the equipment, supplies, and housing necessary for the authorized activities of the panel and shall perform such other mechanics of administration as the panel and the director may agree upon.”

ANALYSIS:

Pursuant to Business and Professions Code section 26041, the Executive Director is required to “perform . . . [the] mechanics of administration as the panel and the director may agree upon.” Information technology (IT), human resource management (HR), budgeting, accounting, procurement, website management, and phone services are all “mechanics of administration” as contemplated by section 26041.

Due to the limited staff size of the Panel, the aforementioned “mechanics” must be accomplished in part through inter-agency contracts. Larger agencies and departments have dedicated, specialized staff that can assist Panel staff in performing necessary business tasks. Accordingly, staff proposes the following action:

1. The Panel approves and accepts the terms of the inter-agency contract with the Department of Business Oversight for IT Goods and Services FY 2019/2020 for \$60,000.00 and FY 2020/2021 for \$60,000.00. This is a three (3) year contract executed in fiscal year 2018/2019.
2. The Panel approves and accepts the terms of the inter-agency contract with the Department of General Services for on-going and as needed Human Resource services FY 2019/2020 for \$30,802.50. This is a one (1) year contract to be executed upon Panel approval.
3. The Panel approves and accepts the terms of the estimated inter-agency contract with the Department of Consumer Affairs for Information Technology and Administrative Services for FY 2019/2020 and FY 2020/2021. This is a two (2) year contract to be executed upon delivery by the Department of Consumer Affairs:

- a. Administrative Services
 - i. Strategic Planning (\$3,080.50)
 - ii. Translation Services (\$4,744.74)
- b. Information Technology Services which includes phone installation and maintenance, and web development, maintenance and support. (\$40,000 -- This is a conservative estimate based on the previous contract, Attachment 3, and the anticipated services to be provided.)

Additionally, section 26041 mandates that the Executive Director “furnish the equipment [and] supplies” necessary for the Panel. Computers, printers, paper, pens, and other office tools and supplies are all “equipment and supplies” as contemplated by section 26041.

Currently, the Panel has no computer equipment of its own. Panel staff have been using borrowed equipment from the Department of Business Oversight for the conduct of all business. Now that the Panel has purchasing authority, it is necessary to purchase computers for Panel members and staff. By utilizing a state-wide leveraged procurement agreement, CCAP can acquire the necessary computers at a significant cost savings. Accordingly, staff proposes the following action:

- 4. The Panel approves proposed Delegation 19-03 for the acquisition of computer equipment.

BUDGET AND FISCAL IMPACTS:

The proposed inter-agency contracts were foreseen as necessary and their fiscal impacts have already been included in the Panel’s budget for Fiscal Year 2019-2020.

BENEFITS AND RISKS:

IT support, HR, procurement, website management, and phone services are all business necessities required for the Panel to successfully achieve its mission. Engaging other state agencies and departments to assist in performing these functions allows Panel staff to leverage subject matter experts as needed. Computers are an absolute necessity for the Panel to function. Approval of the purchase order will allow the Panel to acquire the computers necessary to achieve its mission.

Failing to engage in these inter-agency contracts will significantly impair the Panel’s ability to operate successfully. At its current size, the Panel has one staff member dedicated to administrative functions. If the Panel was unable to leverage other state entities for their expertise, Panel staff would be forced to dramatically increase its workforce in order to address the Panel’s multifaceted needs. The resulting increased personnel costs would be excessive and unjustifiable.

ATTACHMENTS:

1. DBO Standard Agreement
2. DGS Standard Agreement
3. DCA Standard Agreement from fiscal years 2017-18 and 2018-19
4. TIG Quote for Computer Equipment
5. Proposed Delegation 19-03

RECOMMENDATION:

Approve the two inter-agency contracts, the estimated inter-agency contract, and the delegation of purchasing authority for computer equipment.

STAFF CONTACT:

Anne Hawley, Executive Director
Cannabis Control Appeals Panel
(916) 322-6870

STANDARD AGREEMENT

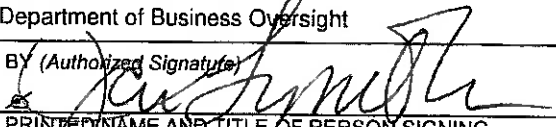
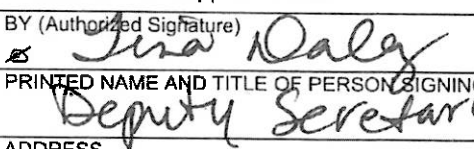
FOR I.T. GOODS/SERVICES ONLY

PURCHASING AUTHORITY NUMBER DBO-1701		REGISTRATION NUMBER
		AGREEMENT NUMBER 17-IA012

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Cannabis Control Appeals Panel
CONTRACTOR'S NAME
Department of Business Oversight (hereafter called Contractor)
2. The term of this Agreement is: Upon Approval through July 31, 2021
3. The maximum amount of this Agreement is: 182,000.00
One Hundred Eighty Two Thousand Dollars and No Cents
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:
Exhibit A - Scope of Work - 5 pages
Exhibit B - Budget Detail and Payment Provisions - 2 page
Exhibit C - IT/IAA - 10/12/11 - <http://www.dgs.ca.gov/pd/SearchResults.aspx?q=IT%2fIAA>
Exhibit D - Additional Provisions - 1 page
Exhibit A, Attachment 1 - Work Authorization - 2 pages

The Agreement is effective upon the start date, or upon Agency approval, whichever is later.

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.) Department of Business Oversight		
BY (Authorized Signature) 	DATE SIGNED 7-30-18	
PRINTED NAME AND TITLE OF PERSON SIGNING Jan Lynn Owen, Commissioner		
ADDRESS 1515 K Street, Suite 200, Sacramento, CA 95814		
STATE OF CALIFORNIA		
AGENCY NAME Cannabis Control Appeals Panel		
BY (Authorized Signature) 	DATE SIGNED 8/20/18	<input type="checkbox"/> Exempt per
PRINTED NAME AND TITLE OF PERSON SIGNING Deputy Secretary		
ADDRESS 915 Capitol Mall, Suite 350 A, Sacramento, CA 95814		

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER 17-IA012/CCAP-18-002	AMENDMENT NUMBER
--	-----------------------------

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Department of Business Oversight		2. FEDERAL I.D. NUMBER 37-1733217
3. AGENCY TRANSMITTING AGREEMENT Cannabis Control Appeals Panel	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 040061
6a. CONTRACT ANALYST NAME Melita Sagar	6b. EMAIL melita.sagar@ccap.ca.gov	6c. PHONE NUMBER (916) 322-6919
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____		

8. BRIEF DESCRIPTION OF SERVICES
Inter-agency agreement for IT Goods and Services.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

In accordance to Agreement number 17-IA012, Contractor shall provide IT Goods and Services at the following rates:

FY 18/19 \$62,000

FY 19/20 \$60,000

FY 20/21 \$60,000

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____
☐ Reimbursement / Revenue _____ or _____ %
☐ Other (Explain) Invoices shall include agreement number and shall be submitted in triplicate not more frequently than quarterly.

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund/ Reimbursement	1045-001-3288	18/19		2018	\$62,000.00
General Fund/ Reimbursement	1045-001-3288	19/20		2019	\$60,000.00
General Fund/ Reimbursement	1045-001-3288	20/21		2020	\$60,000.00

OBJECT CODE

5346300

AGREEMENT TOTAL

\$182,000.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT \$182,000.00
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00
TOTAL AMOUNT ENCUMBERED TO DATE \$182,000.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

William Ma

DATE SIGNED

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

17-IA012/CCAP-18-002

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original				
Amendment 1				
Amendment 2				
TOTAL				

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☐ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) N/A Inter-agency agreement.

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A Inter-agency agreement.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

SIGNER'S NAME (Print or Type)

DATE SIGNED

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☐ Yes ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☐ Yes ☒ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. Contractor Certification Clauses ☐ No ☐ Yes ☐ N/A
 B. STD 204 Vendor Data Record ☐ No ☐ Yes ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

Contract is exempt from DVBE participation

☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

NAME/TITLE (Print or Type)

DATE SIGNED

Anne Hawley, Executive Director

3.25.19

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

17-IA012/CCAP-18-002

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A-Inter-agency agreement

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Melita A. Sagar, Admin. & Business Services Coord.	DATE SIGNED 3.25.19	
PHONE NUMBER (916) 322-6870	STREET ADDRESS 801 Capitol Mall, 6th Floor		
EMAIL melita.sagar@ccap.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

EXHIBIT A

SCOPE OF WORK

1. PURPOSE

This Inter-Agency Agreement is between the Department of Business Oversight's (DBO) Information Technology Office (ITO) and the Cannabis Control Appeals Panel (CCAP). This document outlines the roles & responsibilities for DBO-ITO and CCAP as it relates to DBO-ITO providing information technology services to CCAP.

2. REPORTING/TRACKING MECHANISM

DBO-ITO's **Helpdesk Tracking System (HTS)** will be used to track incidents reported by CCAP staff. CCAP staff will call or email DBO staff to report incidents, DBO-ITO staff will create an HTS ticket, which is the vehicle for tracking DBO-ITO's staff time and documenting resolutions of incidents. DBO-ITO staff will also use HTS to document requests for submitting service requests to the Department of Technology. The HTS is the key element in tracking and reporting performance, and will provide CCAP with the following services:

- Recording, tracking and acknowledging Incidents and Service Requests
- Providing Incident Resolution
- Informing Customers of service request status and progress
- Closing incidents

3. SCOPE OF SERVICES

DBO-ITO will provide the following services to CCAP:

3.1 Desktop and Printer Support

- End-user support for all standard distributed computing devices used in business units, including desktop computers, laptops, mobile devices, and associated peripherals
- On-site and/or remote technical hardware and software services
- New equipment set up; including desktop computers, laptops, mobile devices, and associated peripherals
- Set up and installation of PCs, printers, laptops and mobile devices for new employees
- Installation of hardware and software, including moves, adds, and changes
- Hardware/Software patch management
- Configuration of printer features
- Provide network and internet connectivity
- User setup and Active Directory account management, including, but not limited to, email accounts, group membership, internet and printer access
- Support and administration of email for Office 365

EXHIBIT A

3.1.1

By mutual agreement between CCAP and DBO, DBO-ITO will provide additional Desktop and Printer Support Services which may include but are not limited to:

- Coordination of hardware refresh
- Coordination of migration efforts for any new/future State mandated email services

3.2 Infrastructure Services

- Installation of equipment
- Design and implementation of new or enhanced network capability at the WAN and LAN levels
- Provision and maintenance of firewalls
- Configuration monitoring and maintenance of server components
- Virus/Spam protection
- Resolution of Virus/Spam issues
- Network administration
- Server administration
- Backup and recovery

3.3 Application Support Services

By mutual agreement between CCAP and DBO, DBO-ITO will provide application support services which may include but are not limited to:

- Integration into existing DBO applications/systems
- Coordination/assistance with new application services and/or development

3.5 Unanticipated Tasks/Services

- a. In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- b. For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit A, Attachment 1.
- c. It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

EXHIBIT A

- d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by DBO, the job classification or approximate skill level of the personnel to be made available by DBO, an identification of all significant material to be developed by DBO and delivered to CCAP, an identification of all significant materials to be delivered by CCAP to DBO, an estimated time schedule for the provisions of these services by DBO, completion criteria for the work to be performed, the name or identification of DBO personnel to be assigned, DBO's estimated work hours required to accomplish the purpose, objective or goals, DBO's billing rates per work hour, and DBO's estimated total cost of the Work Authorization.
- e. All Work Authorizations must be in writing prior to beginning work and signed by both parties.
- f. Personnel resources will not be expended (at a cost to CCAP) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - 1) If, in the performance of the work, DBO determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, DBO will immediately notify CCAP in writing of DBO's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, CCAP may:
 - (a) Authorize DBO to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - (b) Terminate the Work Authorization, or
 - (c) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - 2) CCAP will notify DBO in writing of its election within seven (7) calendar days after receipt of DBO's notification. If notice of the election is given to proceed, DBO may expend the estimated additional work hours or services. CCAP agrees to reimburse DBO for such additional work hours.

4. ROLES AND RESPONSIBILITIES - DBO

DBO-ITO commits to providing CCAP with Desktop Support, Application Support, and Network Support as defined in the Scope of Services section of this document.

- DBO's Northern California IT Support Services Manager will provide oversight for all support services provided to CCAP
- DBO-ITO will provide hardware and software specifications that are in compliance with DBO-IT and/or the California Department of Technology's standards

EXHIBIT A

- DBO-ITO will provide loaner equipment, if available, for up to 120 days in the event a CCAP asset is broken, lost or stolen, to allow CCAP time to order replacement asset(s)
- DBO-ITO will provide a minimum 48-hour notification, via email, for planned network downtime
- DBO-ITO response times for support services will be as follows:
 - Incident resolution response time – DBO ITO support staff commits to a 4 hour or less incident resolution response time from the time of notification. If resolution time is greater than 4 hours, DBO ITO support staff will communicate the information to the CCAP staff and the IT Support Services Manager
- DBO-ITO will submit Service Requests when necessary on behalf of CCAP to California Department of Technology using CCAP's billing code
- DBO-ITO will provide a quarterly report of HTS tickets and hours of efforts within 15 business days of the end of each quarter of the fiscal year. Quarters will end September 30, December 31, March 31 and June 30

5. ROLES AND RESPONSIBILITIES - CCAP

CCAP agrees to:

- Have users contact the Help Desk via email (Help_Desk@dbo.ca.gov) or phone (916-322-0704) as needed for support and services
- Purchase hardware and software that meets DBO specifications
- Designate the "Ship to" address for IT Goods as DBO's address
- Manage their assets' warranties (hardware and/or software), license renewals and license keys
- Purchase any additional hardware or software;
- Survey (retire) old equipment
- Purchase printer/copier consumables (i.e., toner, ink, paper, etc.)
- Change consumables for printers/copiers

EXHIBIT A

6. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

State Agency: Business, Consumer Services & Housing Agency	Service Provider: Department of Business Oversight
Section/Unit: Cannabis Control Appeals Panel	Section/Unit: Information Technology Office
Name: Andrew Armani	Name: Linda Hoffman
Phone: (916) 653-2658	Phone: (916) 324-6271
Fax: (916) 653-3815	Fax: (916) 327-5033
Email: Andrew.armani@bcsh.ca.gov	Email: linda.hoffman@dbo.ca.gov

Direct all contractual inquiries to:

State Agency: Business, Consumer Services & Housing Agency	Service Provider: Department of Business Oversight
Section/Unit: Cannabis Control Appeals Panel	Section/Unit: Business Operations Office
Attention: Tina Daley	Attention: Julie Solomon
Address: 915 Capitol Mall, Suite 350A Sacramento, CA 95814	Address: 1515 K St., Ste. 200, Sacramento 95814
Phone: (916) 653-4090	Phone: (916) 327-7170
Fax: (916) 653-3815	Fax: (916) 323-0525
Email: tina.daley@bcsh.ca.gov	Email: julie.solomon@dbo.ca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, CCAP agrees to compensate DBO via direct transfer or upon receipt and approval of the invoices, for actual expenditures incurred. The cost estimate/summary is as follows:

The rate for staff will be billed at \$87.00 per hour for actual time in quarter hour increments, based on HTS tickets.

Fiscal Year	Estimated Fee ^{1/}
2018/19	\$62,000
2019/20	\$60,000
2020/21	\$60,000
TOTAL	\$182,000

^{1/}Staff hours * \$87.00 hourly rate.

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Business, Consumer Services & Housing Agency
Cannabis Control Appeal Panel
Attention: Tina Daley
915 Capitol Mall, Suite 350A
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, 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.

EXHIBIT B

3. Payment

- A. Nothing herein contained shall preclude advance payments pursuant to Title 2, Division 3, Part 1, Chapter 3, Article 1 of the Government Code of the State of California.
- B. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

EXHIBIT D

ADDITIONAL PROVISIONS

This Agreement may be amended by mutual consent and may be terminated by either party upon sixty (60) days prior written notice. DBO reserves the right to amend this agreement for, but is not limited to the following:

- up to an additional three (3) years
- up to an additional \$185,000
- wage increases per bargaining memoranda of understanding
- annual benefit increases
- administrative overhead increases

**EXHIBIT A
Attachment 1**

**WORK AUTHORIZATION #
Contract #**

Title				
Summary:				
Assumptions:	•			
Tasks:	•			
Deliverable:	•			
Acceptance Criteria:	•			
Schedule Dates:	Start:		Completion:	
<input type="checkbox"/> Time and Materials based WA		<input type="checkbox"/> Deliverable based WA		
Contractor Personnel Assigned	Job Classification	Estimated Hours	Hourly Rate	Estimated Total
Total for WA				\$

The task(s) under this Work Authorization will be performed in accordance with this Work Authorization and the provisions of Contract No. XX-XXXX.

Approval of Work Authorization:

Name
Contractor Project Manager

Date

Recommending Approval of Work Authorization:

Name
DBO Contract Manager

Date

Acceptance / Approval of Work Authorization:

Juanita Roth

Date

EXHIBIT A
Attachment 1

IT Planning & Portfolio Manager

Acceptance / Approval of Work Authorization:

George Gaborek
Chief Information Officer

Date

HISTORY

Original	Author	Date
Rev 1		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

CCAP-19-009

PURCHASING AUTHORITY NUMBER (If Applicable)

CCAP-1045

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Cannabis Control Appeals Panel

CONTRACTOR NAME

Department of General Services - Office of Human Resources

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$30,802.50 - Thirty Thousand Eight Hundred Two Dollars and Fifty Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	GIA 610

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Department of General Services - Office of Human Resources

CONTRACTOR BUSINESS ADDRESS

707 3rd Street, 7th Floor

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Estela Gonzales

TITLE

Chief, OHR

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Cannabis Control Appeals Panel

CONTRACTING AGENCY ADDRESS

801 Capitol Mall, Suite 601

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Anne Hawley

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM § 4.04.5A

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CCAP-19-009

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Department of General Services		2. FEDERAL I.D. NUMBER 94-6001347
3. AGENCY TRANSMITTING AGREEMENT Cannabis Control Appeals Panel (CCAP)	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 040061
6a. CONTRACT ANALYST NAME Anne Hawley	6b. EMAIL anne.hawley@ccap.ca.gov	6c. PHONE NUMBER (916) 322-6910
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: Department of General Services PRIOR AGREEMENT NUMBER: CCAP-C18-001		

8. BRIEF DESCRIPTION OF SERVICES
Interagency agreement for human resources (HR) services.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

As a client agency, the DGS will provide CCAP with ongoing as-needed HR services. The DGS historically provides contracted HR services upon request from a board/commission. Both parties enter into this one year agreement.

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☒ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____
☐ Reimbursement / Revenue _____ or _____ %
☒ Other (Explain) Payment for services provided by direct transfer (via GC Section 11255)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
		19/20		2019	\$30,802.50

OBJECT CODE	AGREEMENT TOTAL	\$30,802.50
-------------	-----------------	--------------------

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$30,802.50
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE \$30,802.50
--	--

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type) William Ma, Account Manager	DATE SIGNED
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STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CCAP-19-009

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/19	6/30/20	\$30,802.50	
Amendment 1				
Amendment 2				
TOTAL			\$30,802.50	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used) ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB) ☒ Exempt from Bidding (Give authority for exempt status) ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) SCM Vol 1, Section 3.03(B)(2)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

DGS is a fee for service agency.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type)	DATE SIGNED
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?	<input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	SB/DVBE Certification Number: _____	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses B. STD 204 Vendor Data Record <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

IAA.

- ☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- ☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED
	Anne Hawley, Executive Director	

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CCAP-19-009

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

This contract is an interagency agreement.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Anne Hawley, Executive Director	DATE SIGNED	
PHONE NUMBER (916) 322-6870	STREET ADDRESS 801 Capitol Mall, Suite 601		
EMAIL anne.hawley@ccap.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

EXHIBIT A

SCOPE OF WORK

The Department of General Services (DGS) will provide ongoing as-needed human resource services to the Cannabis Control Appeals panel (CCAP) as described herein. DGS provides advice on a wide range of human resources management issues, including personnel policy interpretation and development, labor relations, classification and pay (both civil service and exempt), fiscal services, and many other aspects of personnel management.

1. AGREEMENT TERM

This agreement shall commence on July 1, 2019 and shall expire on June 30, 2020. The services shall be provided during normal working hours, Monday – Friday, 8am through 5pm, Pacific Standard Time, excluding State holidays.

2. PROJECT REPRESENTATIVES

A. The project representatives during the term of this Agreement will be

Cannabis Control Appeals Panel

Contract Administrator	Fiscal Office Contact
Anne Hawley Executive Director 801 Capitol Mall, Ste. 601 Sacramento, CA 95814 Phone – 916.322.6870 anne.hawley@ccap.ca.gov	Melita A. Sagar Administrative & Business Services Coordinator 801 Capitol Mall, Ste. 601 Sacramento, CA 95814 Phone – 916.322.6870 melita.sagar@ccap.ca.gov

Department of General Services

Contract Administrator	Office Contact Fiscal
Estela Gonzales, Chief Office of Human Resources 707 Third Street, Ste. 7-130 West Sacramento, CA 95605 Phone – 916.376.5411 estela.gonzales@dgs.ca.gov	William Ma Contracted Fiscal Services PO Box 989052 West Sacramento, CA 95798-9053 Phone – 916.376.1709 william.ma@dgs.ca.gov

B. Contract representatives may be changed by written notice to the other party.

3. CANCELLATION PROVISION

This Agreement may be cancelled at any time by either party, in writing, with thirty (30) days advance notice. If cancelled, payment shall be made only for performance authorized up to the date of the cancellation. In the case of early termination, a final payment will be made by CCAP upon receipt of an invoice covering all costs incurred which were previously authorized prior to notice of cancellation of termination.

4. DETAIL OF SERVICES

The specific services provide through this Agreement are analytical and consultative as described below.

A. CLASSIFICATION AND PAY

- a) Interpret policy, classification and pay (both civil service and exempt) and advise on a wide range of personnel management issues.
- b) Act as liaison with control agencies (i.e. California Department of Human Resources [CalHR], State Controller Office [SCO], and Department of Finance [DOF]) on matters pertaining to personnel management.
- c) Assist with workforce planning, succession planning, and upward mobility.
- d) Review and provide advice on staff organizations and allocations.
- e) Review and provide advice on organization structure, allocation guidelines, layoff process, and various recruitment options.
- f) Process documentation to establish, reclassify and abolish budgeted positions; and establish, increase or decrease temporary help/overtime funds.
- g) Review and make decisions on requests to fill vacancies; and reclassify or transfer positions.
- h) Develop and propose new classifications or revision to existing classifications.
- i) Maintain records on position history.

B. LABOR RELATIONS

- a) Provide contract interpretation and consultation with Union representatives.
- b) Process grievance and Unfair Labor Practice responses.
- c) Conduct meet/discuss and meet/confer sessions.
- d) Assist with development of proposed language and representation during collective bargaining.

C. SELECTION/EXAMINATIONS

- a) Plan and process online examinations (cost is included only if client participates in the initial planning stages with DGS and State Personnel Board [SPB]; and if not, additional costs are incurred directly to the client by SPB).
- b) Prepare examination bulletins.

- c) Review applications.
- d) Collaborate with departmental consultants on examination development and administration.

D. CONSTRUCTIVE INTERVENTION

- a) Provide advice on appropriate action related to medical cases, adverse actions, workplace violence, leave of absence requests, and employee issues in general.
- b) Consult on disciplinary issues that may lead to adverse actions (writing actions and representing the agency for adverse action appeals before the SPB must be performed by the agency or contracted out by the agency to the Attorney General's Office or the CalHR Legal Services Office).
- c) Consult and assist in the processing of Absent Without Leave letters.

E. TRANSACTIONS

- a) Process appointments, promotions, transfers, and other changes affecting employee status.
- b) Audit the Monthly Retroactivity Report from SCO.
- c) Respond to employee verification requests.
- d) Provide payroll related services such as:
 - 1. Post, reconcile, and audit attendance records to assure proper payment to all employees.
 - 2. Request and process intermittent employee and overtime pay.
 - 3. Determine proper salary rates upon employee's appointment, promotion, range change, or transfer.
 - 4. Process garnishments.
- e) Process employee benefits such as:
 - 1. Provide information on (and enroll employees in) health, vision, and dental plans.
 - 2. Maintain and verify vacation and sick leave balances for all employees.
 - 3. Process disability leave, workers' compensation, and retirement claims.
 - 4. Verify employment information relevant to employment claims filed by former employees with the Employment Development Department.
- f) Provide California Leave Accounting Systems (CLAS) related services as a client entity covered in the DGS contract with SCO.

F. RETURN TO WORK

- a) Provide liaison services between State Compensation Insurance Fund and Board/Commission regarding worker's compensation claims.
- b) Provide advice with regard to worker's compensation, Family Medical Leave Act (FMLA), and Reasonable Accommodations.
- c) Handle requests with regard to reasonable accommodation matters.
- d) Provide appropriate forms for FMLA requests.

- e) Provide training for reasonable accommodation, worker's compensation, and FMLA.

The remainder of this page is intentionally left blank.

EXHIBIT B

BUDGET DETIAL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

For FY 2019/2020, DGS is authorized to expend up to \$30,802.50 as represented below:

Direct Transfer Payment Periods		
Quarter	Service Period	Amount
1	July 1, 2019 through September 30, 2019	\$ 7,700.63
2	October 1, 2019 through December 31, 2019	\$ 7,700.63
3	January 1, 2020 through March 31, 2020	\$ 7,700.63
4	April 1, 2020 through June 30, 2020	\$ 7,700.63
	TOTAL	\$30,802.50

2. INVOICING AND PAYMENT

- A. CCAP's use of services provided by DGS constitutes an obligation. CCAP agrees to compensate DGS actual expenditures incurred and will authorize the payments to be made by direct transfer (DT).
- B. CCAP will provide DGS with the appropriate customer account number to process the DT. DGS will charge in arrears for above stated service periods using the DT process. The charges will be reflected in DT invoices and such invoice shall be submitted to CCAP for review.
- C. Upon receipt of a confirming invoice that provides DT detail, DGS will be notified within seven (7) working days of any dispute related to the transfer. CCAP will inform DGS in writing of the reason for the dispute and the requested action. In turn, DGS shall respond in writing to CCAP's written request for action within seven (7) working days.

3. NON-PAYMENT CLAUSES

- A. Pursuant to the Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transaction Request (TR) with the SCO to transfer funds from the debtor department. The option shall be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date; (2)

non-payment provisions are included in in the interagency agreement between the departments; (3) the invoice has not been disputed; and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

- B. Consistent with the Department of Finance Budget Letter No. 10-10, the department receiving the series (or debtor department) shall provide the appropriation to charge if payment is not made timely. The appropriation data must include: fund number, organization code, fiscal year, reference, and category or program. If applicable, also include element, component, and task. It is the responsibility of the department providing the series to ensure that no disputes exist prior to submitting a TR to SCO.

4. BUDGET CONTIGENCY CLAUSES

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, 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 the Contractor to reflect the reduced amount.

5. RATED ADJUSTMENT

- A. Upon mutual agreement of the parties hereto, contracted rates may be adjusted, and this Agreement amended to reflect a rate change.

AGREEMENT NUMBER

R-94

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Cannabis Control Appeals Panel

CONTRACTOR'S NAME

Department of Consumer Affairs

2. The term of this Agreement is: July 1, 2017 through June 30, 2019

3. The maximum amount of this Agreement is: \$48,979.00
(forty-eight thousand nine hundred seventy-nine dollars and zero cents)

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

Exhibit A – Scope of Work

2 Pages

Exhibit B – Budget Detail and Payment Provisions

2 Pages

Exhibit B, Attachment 1 – Cost Detail

1 Page

Exhibit C* – General Terms and Conditions (GIA 610)

Exhibit D - Special Terms and Conditions

1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Department of Consumer Affairs

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/14/2018

PRINTED NAME AND TITLE OF PERSON SIGNING

Nicole Gottardo, Non-IT Procurement Manager

ADDRESS

1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834

STATE OF CALIFORNIA

AGENCY NAME

Cannabis Control Appeals Panel

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Tina Daley, Deputy Secretary
Business, Consumer Services and Housing Agency

ADDRESS

915 Capitol Mall, Suite 350A,
Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. The Department of Consumer Affairs, hereinafter referred to as DCA and Contractor, shall provide selected administrative services to the Business, Consumer Services and Housing Agency - Cannabis Control Appeals Panel (BCSH/CCAP or CCAP) as described herein.
2. This Agreement shall commence on July 1, 2017 and shall expire on June 30, 2019. The services shall be provided during normal working hours, Monday through Friday, 8:00 a.m. through 5:00 p.m., Pacific Standard Time, excluding State holidays.
3. The Project Representatives during the term of this Agreement will be:

- A. All official communications, except invoices, from the Contractor to BCSH/CCAP shall be directed to:

Tina Daley, Deputy Secretary
BCSH Fiscal Policy and Administration
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone (916) 651-8967
E-mail: Tina.Daley@bcsh.ca.gov

And

Sonya Logman, Deputy Secretary
BCSH Business and Consumer Relations
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-3309
E-mail: Sonya.Logman@bcsh.ca.gov

- B. All invoices from the Contractor to BCSH/CCAP shall be directed to:

Business, Consumer Services and Housing Agency
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814

- C. All agreement inquiries from BCSH/CCAP shall be directed to the attention of Celia Reyes at:

Department of Consumer Affairs
Celia Reyes, Contracts Unit
1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834
Phone (916) 574-7283 Fax (916) 574-8658
Email: celia.reyes@dca.ca.gov

- D. All payments from CCAP to the Contractor shall be directed to:

Department of Consumer Affairs
Attn: Cashiering Unit – Accounts Receivable
P. O. Box 989004
West Sacramento, CA 95798-0004

4. DCA agrees to provide BCSH/CCAP the following services:

A. Information Technology

1. Web Development
2. Telephone/Internet Installation & Support

B. Administrative Services

1. Business Services Office, Purchasing
2. Office of Human Resources

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, BCSH/CCAP agrees to compensate Contractor, for costs incurred and in accordance with the rates specified herein or attached hereto. All unanticipated costs will be billed under separate invoice as services are provided. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall include the Agreement Number R-94 and shall be submitted in triplicate, not more frequently than monthly or less than quarterly in arrears, to:

Business, Consumer Services and Housing Agency
Agreement Number: R-94
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, BCSH/CCAP 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, BCSH/CCAP shall have the option to either cancel this Agreement with no liability occurring to BCSH/CCAP, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual (SAM) Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the California Government Code, Sections 11256 and 11257.

4. Costs

Costs for these services are as follows:

	<u>FY 2017/18</u>	<u>FY 2018/19</u> (projected)
Personnel (Joanne Wenzel @ SSMII)	\$14,953.00	\$ 0.00
IT Costs	\$11,178.00	\$10,000.00
Furniture/Moving Expenses	<u>\$12,848.14</u>	<u>\$ 0.00</u>
Fiscal Year Total	\$38,979.00	\$10,000.00
Total Agreement Amount		\$48,979.00

See Exhibit B, Attachment 1 for FY 2017/18 cost detail.

5. Cost Limitation

The total amount of this Agreement shall not exceed **\$48,979.00**.

Department of Consumer Affairs
Agreement Number R-94
EXHIBIT B, ATTACHMENT 1, PAGE 1 OF 1

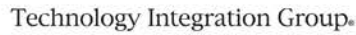
Personnel Costs					
Joanne Wenzel - Staff Services Manager II (Retired Annuitant)	Hours @ \$44.77				
November	82				
December	100				
January	85				
February	39				
March	28				
Total Hours	334				
Total Personnel Costs for FY 2017-18	\$ 14,953.18				
Furniture /Moving Expenses	One-time Costs				
Office Supplies	\$ 2,559.94				
Chairs (CALPIA)	\$ 5,180.00				
Office Furniture	\$ 447.50				
Moving Services	\$ 660.00				
Tables and Chairs	\$ 4,000.70				
Total Furniture One-time Costs for FY 2017-18	\$ 12,848.14				
IT Costs	Role	Monthly Salary	Annual Salary	Benefits*	Hourly Rate
Patrick Byrd	Phone Support	\$ 7,351.00	\$ 88,212.00	50.81%	\$ 75.00
Andrew Balaam	Web Dev.	\$ 7,253.00	\$ 87,036.00	50.81%	\$ 74.00
IT Service	IT Cost				
Web Development @ 100 hours	\$ 7,400.02				
Phone Support - EBS Install (\$560 one-time cost + 14 hours)	\$ 1,610.00				
Phone Support - EBS Monthly (7 phones x \$15 per month, since Jan 2018)	\$ 630.00				
Phone Support - EBS Support @ 10.5 hours	\$ 787.50				
Phone Support - VDNA install @ 10 hours	\$ 750.00				
Total IT Costs for FY 2017-18	\$ 11,177.52				
Grand Total Costs for FY 2017-18	\$ 38,978.84				
* Per State Administrative Manual (SAM) Section 8740					

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Termination

- A. Either Party reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination, including any non-cancelable obligations.



Melit Sagar
801 Capitol Mall, Suite 601
SACRAMENTO, CA 95814

Contract #: 1-16-70-08A
Effective 9/19/2016 to 9/18/2019
5% Allocated to DVBE Granite Data Solutions OSDC # 26068

Agenda Item 5
Attachment 4

www.TIG.com

Exp. Date: 7/14/2019

Email: cal.tablets@tig.com

Quote Summary		Amount
Hardware		\$30,210.18
E-Waste		\$65.00
	Subtotal:	\$30,275.18
	*Estimated Tax:	\$2,307.53
	Total:	\$32,582.71

Notes:

Items with "N" indicated under Core require One Time Approval from the Statewide Contract Administrator.

Robb Parkison
robb.parkison@dgs.ca.gov
(916) 375-5918

Index Price File: <https://www.tig.com/Markets/StateLocalGovernment/ByState/California/StateOfCaliforniaContracts/1-16-70-08A.aspx>

Terms & Conditions

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made.



CANNABIS CONTROL APPEALS PANEL

DELEGATION RESOLUTION

Subject: IT Procurement - Executive Director

Delegation No. 19-03

Pursuant to Business and Professions Code section 26041, the Cannabis Control Appeals Panel hereby delegates to the Executive Director the authority to act finally with respect to the matters outlined below:

1. The Executive Director shall have purchasing authority for the acquisition of the computer hardware, as quoted in Attachment 4 to the materials for agenda item 5 of the Panel meeting for June 19, 2019, and incorporated herein and attached hereto.

The Executive Director's actions under this delegation shall be conducted in compliance with applicable laws, regulations, and statutes.

This delegation is effective immediately upon signature by both parties.

I hereby certify the Cannabis Control Appeals Panel made and adopted the foregoing Resolution.

Dated: _____

SABRINA ASHJIAN, PANEL CHAIR
CANNABIS CONTROL APPEALS PANEL

Dated: _____

ANNE HAWLEY, EXECUTIVE DIRECTOR
CANNABIS CONTROL APPEALS PANEL

AGENDA ITEM 6

**ELECTION OF THE
CHAIR**

CANNABIS CONTROL APPEALS PANEL

STAFF REPORT

REGULAR PANEL MEETING

JUNE 19, 2019

SUBJECT: Election of Panel Chair

BACKGROUND:

Panel Chair Ashjian will vacate her position as a Panel member on July 16, 2019, and Panel Member Carpenter will vacate her position on July 18, 2019. In light of these pending vacancies and the resulting lack of a quorum, the Panel should elect a new Chair.

ANALYSIS:

Section 1774 of the Government Code provides that appointments made by the Governor must be confirmed by the Senate within 365 days “after the day the person first began performing the duties of the office.” (Gov. Code, § 1774(c).) If the Senate “fails to confirm” within that timeframe, the appointee “may not continue to serve in that office, and the office for which the appointment was made shall be deemed to be vacant as of the first day immediately following the end of the 365-day period.” (Gov. Code, § 1774(c)(2).)

Panel Chair Sabrina Ashjian began performing her duties as a Panel member upon taking her oath of office on July 16, 2018. Panel Member Adrian Carpenter began performing her duties upon taking her oath on July 18, 2018. The Governor’s Office has withdrawn both Ashjian and Carpenter from the Senate confirmation process. Accordingly, Ashjian and Carpenter will vacate their Panel positions on July 16 and July 18, respectively, of this year.

Election of the new Chair is subject to the procedures outlined in the Panel Member handbook:

A member must first announce his or her willingness to be Chair. Thereafter, that member(s) can be nominated by another member to be eligible to receive votes for Chair. Another member can nominate more than one candidate. A member cannot nominate themselves. If agreed upon by a majority of the members present, a candidate can give a short statement why he or she should be elected.

Votes are made publicly, and the candidate with the most votes become[s] Chair, and assumes duties at the end of the public meeting. In the event of a tie, the Secretary of the Business, Consumer Services and Housing [Agency] or his or her delegate, shall break the tie at the meeting, or in the next publicly noticed meeting. In the latter situation, the prior Chair shall retain his or her duties until the tie is broken.

(Selection of Officers, CCAP Member Handbook, at p. 9.)

The Member Handbook also outlines the Chair's responsibilities, including coordinating with the Executive Director to stay abreast of day-to-day Panel operations; managing Panel meetings; overseeing annual review of the Executive Director; and representing the Panel before external entities as necessary. (*Ibid.*)

BUDGET AND FISCAL IMPACTS:

The election of the Chair will have no effect on the Panel's personnel budget. While the Chair enjoys a higher pay rate than other Panel members (see Gov. Code, § 11553), that pay is already contemplated in the Panel's budget.

BENEFITS AND RISKS:

The prompt election of a new Panel Chair will allow Panel staff to continue preparations for anticipated appeals in the fall and to oversee the annual review of the Executive Director.

Moreover, with three of five seats vacant, the Panel will lack the quorum necessary to elect a new Chair, or to delegate authority by vote, until new appointments are made. Given the uncertainty surrounding the timing of new appointments, the election of a Chair is necessary to keep the Panel on track to hear incoming appeals by late 2019.

ATTACHMENTS:

None.

RECOMMENDATION:

Elect a new Panel Chair pursuant to Member Handbook procedures.

STAFF CONTACT:

Christopher Phillips, Chief Counsel
Cannabis Control Appeals Panel
(916) 322-6874

AGENDA ITEM 7

**THERE ARE NO
MEETING MATERIALS**

AGENDA ITEM 8

**THERE ARE NO
MEETING MATERIALS**

AGENDA ITEM 9

**THERE ARE NO
MEETING MATERIALS**