



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1673
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Supervisor David A. Kehoe, District 1
Supervisor Leonard Moty, District 2
Supervisor Mary Rickert, District 3
Supervisor Steve Morgan, District 4
Supervisor Les Baugh, District 5

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, March 13, 2018, 9:00 AM

The Board of Supervisors welcomes you to its meetings which are regularly scheduled for each Tuesday at 9:00 a.m. in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center, 1450 Court Street, Suite 263, Redding, California. Your interest is encouraged and appreciated.

The agenda is divided into two sections: **CONSENT CALENDAR:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. **REGULAR CALENDAR:** These items include significant financial, policy, and administrative actions and are classified by program areas. The regular calendar also includes "Scheduled Hearings," which are noticed hearings and public hearings, and any items not on the consent calendar.

TO ADDRESS THE BOARD: Members of the public may directly address the Board of Supervisors on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Board of Supervisors provides the members of the public with a Public Comment-Open Time period, where the public may address the Board on any agenda item on the consent calendar before the Board's consideration of the items on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken** on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker Request Forms are available at the following locations: (1) online at http://www.co.shasta.ca.us/BOS/docs/Request_to_talk.pdf, (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Board of Supervisors to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. **Comments should be limited to matters within the subject matter jurisdiction of the Board.**

CALL TO ORDER

Invocation: Pastor Janet Chapman, First Christian Church

Pledge of Allegiance: Supervisor Moty

REGULAR CALENDAR

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BOARD MATTERS

R 1 Board Matters

Adopt a resolution which recognizes Shasta County Sheriff Department Investigative Technician, Darlene Perea, as Shasta County's Employee of the Month for March 2018.

No Additional General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 2 Presentation

Receive a presentation and 2017 Annual Report from Shasta Mosquito and Vector Control District Manager Peter Bonkrude.

No General Fund Impact

No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

During the Public Comment Open Time period, the public may address the Board on any agenda item on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Persons wishing to address the Board during Public Comment Open Time are requested to fill out a Speaker Request Form and, if you have documents to present to the Board of Supervisors, please provide a minimum of ten copies.

CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

GENERAL GOVERNMENT

C 1 Clerk of the Board

Approve the minutes of the meeting held on March 6, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

C 2 County Counsel

Approve and authorize the Chairman to sign a retroactive agreement with John H. Hagar for \$250 per hour plus miscellaneous expenses with no maximum compensation, to provide legal services beginning October 6, 2017, for five years or until the completion of all cases or matters assigned, and terminates the previous Legal Services Agreement that commenced on October 29, 1991.

No Additional General Fund Impact

4/5 Vote

C 3 Support Services-Personnel

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 14, Leaves of Absence, and Appendix A Forms.

No Additional General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 4 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with BHC Heritage Oaks Hospital, Inc. in an amount not to exceed \$450,000 to provide inpatient psychiatric hospitalization services for the period July 1, 2017 through June 30, 2020.

No Additional General Fund Impact

Simple Majority Vote

C 5 Health and Human Services Agency-Business and Support Services

Approve and authorize the Chairman to sign an amendment, effective the date of signing, to the agreement with Securitas Security Services USA, Inc. to modify existing security service hours, add additional service locations which increases maximum compensation in Fiscal Year (FY) 2017-18 from \$500,000 to \$530,000, in FY 2018-19 from \$535,000 to \$595,000, and in FY 2019-20 from \$575,000 to \$640,000, increasing the total maximum compensation by \$155,000 from \$2,605,200 to \$2,760,200 during the entire term of the agreement, and retaining the term July 9, 2015 through June 30, 2020.

No Additional General Fund Impact

Simple Majority Vote

C 6 Health and Human Services Agency-Public Health

Approve and authorize the: (1) Chairman to sign retroactive renewal Certification Statements with the Children's Medical Services branch of the California Department of Health Care Services in support of program plans and budgets for the Child Health and Disability Prevention Program in the amount of \$331,405; the California Children's Services Program in the amount of \$1,642,108; the Health Care Program for the Children in Foster Care in the amount of \$237,583; and for the Monitoring and Oversight of Foster Children Treated with Psychotropic Medication in the amount of \$38,236 for a total of \$2,249,332 for the period of July 1, 2017, through June 30, 2018; and (2) Health and Human Services Agency

(HHSA) Director, or any HHSA Branch Director or Deputy Branch Director, as designated by the HHSA Director, limited authority to execute prospective and retroactive amendments to the program plans and budgets that result in a net change of no more than \$224,933 and other minor, non-monetary amendments as necessary, providing all such amendments shall otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

C 7 Health and Human Services Agency-Public Health

Approve and authorize the: (1) Chairman to sign a retroactive California Department of Public Health Maternal, Child, and Adolescent Health Agreement Funding Application in an amount not to exceed \$411,342 that will allow Health and Human Services Agency (HHSA) - Public Health to continue services to protect and improve the health of mothers, adolescents, children, and their families as directed by state and federal law for the period July 1, 2017 through June 30, 2018; and (2) HHSA Director, or any HHSA Branch Director or Deputy Branch Director, as designated by the HHSA Director, to sign prospective and retroactive amendments during the term of the agreement that result in a net change in maximum compensation of no more than \$41,000, and other documents related to the agreement that do not result in a substantial or functional change to the original intent of the agreement, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 8 Sheriff

Adopt a resolution declaring the termination of the March 6, 2018 proclamation of a local emergency and find that the current conditions no longer warrant the need to continue the proclamation pursuant to Government Code 8630(d).

No Additional General Fund Impact Simple Majority Vote

PUBLIC WORKS

C 9 Public Works

Take the following actions regarding the “Ash Creek Road at Sacramento River Overflow Bridge Replacement Project,” Contract No. 703921: (1) Find the geotechnical site investigation categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15306, Class-6-Information Collection; and (2) approve and authorize the Chairman to sign a two-year agreement with Yeh and Associates Consultants, Inc. in an amount not to exceed \$61,486 to provide geotechnical services from the date of signing through March 11, 2020.

No General Fund Impact Simple Majority Vote

C 10 Public Works

Approve and authorize the Chairman to sign an amendment to the agreement, effective date of signing with Dokken Engineering to provide the Public Works Director or his/her designee the authority to approve amendments up to \$48,000 (10% of original total compensation), for a new total not to exceed \$530,000, to provide engineering and geotechnical services for the 2017 Storm Damage Projects, and retain the original term from date of signing through December 31, 2021.

No General Fund Impact

Simple Majority Vote

C 11 Public Works

Take the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: (1) Approve and authorize the Chairman to sign a right-of-way contract with Steve and Natalie Cox for right-of-way (0.11 acres at \$10,000) plus a Federal Highway Administration signing incentive of \$1,000; and (2) accept one Easement Deed conveying the right-of-way parcel.

No General Fund Impact

Simple Majority Vote

C 12 Public Works

Take the following actions regarding the “Gas Point Road at Park Drive Corridor Improvement Project,” Contract No. 702984: (1) Approve and authorize the Chairman to sign an easement agreement with the Cottonwood Union School District for right-of-way (0.90 acres); and (2) accept one Easement Deed conveying the right-of-way parcel.

No General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 3 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; and (2) receive Supervisors’ reports on countywide issues.

No General Fund Impact

No Vote

SCHEDULED HEARINGS

A court challenge to action taken by the Board of Supervisors on any project or decision may be limited to only those issues raised during the public hearing or in written correspondence delivered to the Board of Supervisors during, or prior to, the scheduled public hearing.

RESOURCE MANAGEMENT

R 4 Agricultural Commissioner/Sealer of Weights and Measures

Resource Management

Sheriff

Take the following actions: (1) Open the public hearing; (2) close the public hearing; (3) introduce, waive the reading, and adopt An Uncodified Urgency Interim Ordinance of the County of Shasta Declaring a Temporary Moratorium on the Cultivation of Industrial Hemp Within the Unincorporated Areas of the County of Shasta (the "Urgency Interim Ordinance"); (4) find that the Urgency Interim Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) for the reasons stated in the Urgency Interim Ordinance; (5) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to assess the effects of unregulated cultivation of industrial hemp by "Established Agricultural Research Institutions" and others on the environment and on the health and safety of the citizens of Shasta County, and determine whether there are reasonable regulations to mitigate any identified adverse effects; and (6) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to develop such reasonable regulations, if any, for consideration by the Planning Commission and the Board of Supervisors.

No Additional General Fund Impact 4/5 Vote

CLOSED SESSION ANNOUNCEMENT

R 5 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 30 minutes):

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Government Code section 54956.9(d)(4))

Initiation of Litigation: One Potential case

At the conclusion of the Closed Session, reportable action, if any, will be reported in Open Session.

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
3/20/18	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
3/27/18	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

Board of Supervisors Meeting

4/3/18		Canceled	
4/5/18	2:00 p.m.	Airport Land Use Commission Meeting	Board Chambers
4/10/18	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
4/10/18	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Clerk of the Board's Office.

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: adacoordinator@co.shasta.ca.us. Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.

The Board of Supervisors meetings are viewable on Shasta County's website at www.co.shasta.ca.us.

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

This document and other Board of Supervisors documents are available online at www.co.shasta.ca.us.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Shasta County Employee Recognition Program March 2018 Employee of the Month.

DEPARTMENT: Board Matters
Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Alene Eddy, Executive Assistant-Conf. 530-225-5120

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Sheriff Department Investigative Technician, Darlene Perea, as Shasta County's Employee of the Month for March 2018.

SUMMARY

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for March 2018.

DISCUSSION

Shasta County is fortunate to have many exemplary employees. On a daily basis, their dedication, integrity, creativity, and professionalism are called upon to maintain the high quality of local public services enjoyed by the citizens of Shasta County. Their jobs are becoming more challenging as public expectations of service and demands for increased efficiency escalate. In this environment, it is important that we recognize those employees who set the standard of excellence and dedication for the entire organization. Their contribution deserves the thanks and appreciation of the entire County family and the citizens of the community.

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Darlene Perea, Investigative Technician, Shasta County Sheriff Department, be recognized as the March 2018 Employee of the Month.

Ms. Perea performs the complexity of her job duties with a high standard of skill and professionalism. She is trustworthy, responsible, and entrusted with various important duties regarding high profile investigations. Ms. Perea is relied on because of her ability to conduct herself with the highest level of confidentiality, professionalism, and integrity regarding the duties assigned to her.

Recently, the Sheriff Department ID Lab was called to investigate two homicide scenes. Ms. Perea was contacted to assist during hours that were not part of her regular schedule. She responded to the locations without hesitation and took the roll as Lead Investigative Technician. She documented, collected, and cataloged numerous items of evidence. Ms. Perea is committed to getting the job done.

These types of investigations require the utmost professionalism, attention to detail, and care. One of the homicide investigations required Ms. Perea to document reported injuries of the person suspected of the homicide. This was an obviously delicate situation, with safety concerns, case integrity, and high emotions. Ms. Perea was calm, professional, and empathetic to the situation.

Ms. Perea continues to represent the Shasta County Sheriff Department and serve the citizens of Shasta County with dedication and distinction.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The Employees participating on the Employee Recognition Committee include: Jack Ball, Maintenance Supervisor; Ayla Tucker, Administrative Analyst I; Michael Conti, HHSA Program Manager; Mark Dudley, Correctional Officer-Deputy Sheriff; Captain Pat Kropholler, and Angela Davis, Director Support Services.

FINANCING

The cost of the Employee Recognition Program is nominal. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Resolution - EOM March 2018	2/21/2018	Resolution - EOM March 2018

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING DARLENE PEREA, INVESTIGATIVE TECHNICIAN
OF THE SHASTA COUNTY SHERIFF DEPARTMENT,
AS MARCH 2018 EMPLOYEE OF THE MONTH**

WHEREAS, the Shasta County Board of Supervisors has adopted the Shasta County Employee Recognition Program to identify exceptional employees who deserve to be recognized and honored for their contribution to County service; and

WHEREAS, such recognition is given to the employee meeting the criteria of the program, namely exceptional customer service, professionalism, high ethical standards, initiative, innovation, teamwork, productivity, and service as a role model for other public employees; and

WHEREAS, the Shasta County Employee Recognition Committee has considered all current nominations for the Shasta County Employee of the Month;

NOW, THEREFORE, BE IT RESOLVED that Darlene Perea, Investigative Technician, of the Shasta County Sheriff Department, is hereby named Shasta County Employee of the Month for March 2018; and

BE IT FURTHER RESOLVED that Ms. Perea performs the complexity of her job duties with a high standard of skill and professionalism. She is trustworthy, responsible, and entrusted with various important duties regarding high profile investigations. Ms. Perea is relied on because of her ability to conduct herself with the highest level of confidentiality, professionalism, and integrity regarding the duties assigned to her.

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Ms. Perea continues to represent the Shasta County Sheriff Department and serve the citizens of Shasta County with dedication and distinction.

DULY PASSED AND ADOPTED this 13th day of March, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: PRESENTATIONS-2.

SUBJECT:

Shasta Mosquito Presentation

DEPARTMENT: Presentation

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board, 530-225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
No Vote	No General Fund Impact

RECOMMENDATION

Receive a presentation and 2017 Annual Report from Shasta Mosquito and Vector Control District Manager Peter Bonkrude.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description

Upload Date

Description



2017 ANNUAL REPORT

protecting public health since 1919



Foreword



Our Mission:
"To protect the public's health from vector-borne disease and nuisance, through a comprehensive mosquito and vector control program focused on innovation, experience and efficiency."

Residents of the Shasta Mosquito and Vector Control District,

On behalf of the Board of Trustees and staff of the District, we are pleased to present the 2017 Annual Report for the Shasta Mosquito and Vector Control District. This year, when selecting our format and theme for the Annual Report layout, we decided to shake things up a little and, instead of our classic organization, attempted to tell the story of the four seasons of our District operations. Throughout the year our staff and Board are confronted with different challenges, exciting programs, and unpredictable environmental conditions. Our hope is this report will provide a window into the wide variety of projects our District is engaged in during Spring, Summer, Fall and Winter, and hopefully answer the question: "What do you do in the winter?"

For the second season in a row, our precipitation was at or above normal, suggesting a year that could provide operational challenges. Although we encountered a strong year for the Western Treehole mosquito, *Aedes sierrensis*, we actually saw relatively lower numbers of the mosquitoes that transmit West Nile virus (WNV), *Culex pipiens* and *Culex tarsalis*. Although for our district, one case of WNV is too much, we did see fewer incidences, with one human case confirmed. Other diseases continued to stay in the District's crosshairs with close attention still being paid to the evolving emergence of Zika virus in the United States. Although the US has seen a reduction in Zika cases in 2017, the District received CDC grant monies to prepare and enhance surveillance for the mosquitoes that transmit Zika virus. In addition to Zika virus, District staff kept a close eye on the reemergence of St. Louis Encephalitis (SLE), which continues to climb up California. SLE is transmitted by the same mosquitoes as WNV, and has been found as far north as Butte County in 2017.

2017 was highlighted by the District's focus and commitment to new program involvement and technology. For the first time, the District collaborated with Shasta College and their Agricultural and Natural Resources internship program. This allowed the District to provide an opportunity for a student to get real experience with mapping, vector ecology, storm water management and GIS technologies. This year we also expanded our canine heartworm surveillance and outreach, collaborating with a graduate student and veterinarian, assessing the knowledge level of residents regarding canine heartworm and the prevalence of cases and positive mosquitoes. On a statewide level, the District worked to help pass legislation that will facilitate the District's potential use of remote piloted aircraft for control applications. We also began training staff and investigating the equipment and regulation requirements to position the District to take advantage of this growing technology field when it becomes available.

Finally, this year saw the majority of our laboratory remodel project coming to fruition. This has been a long process, but staff is excited to begin using the new space when the New Year starts. This lab will provide District staff with sufficient space and insectary capacity to support our growing surveillance and control efficacy programs into the future. For information on the remodel and all programs found within the Annual Report, please go to our newly redesigned website shastamosquito.org. As always, we would like to thank District staff, the Board of Trustees, and our District residents for working with us to help promote the importance of public health mosquito control. We are ready to face whatever new challenges come our way in 2018.

Sincerely,

Peter Bonkrude
District Manager

Vickie Marler
President

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Board of Trustees



Vickie Marler
*President
Shasta County*



Larry Mower
*Vice President
City of Anderson*



Michael McNamara
*Secretary
City of Redding*



Ann Morningstar
City of Shasta Lake



Protecting *public health* since 1919

Staff

Left to right - Back row: Darrell Bible, Pete Ledbetter, Corey Boyer, Al Shabazian, Robert Ault, Mike Alexander, Kelly Cleland, Darcy Buckalew, John Albright, Peter Bonkrude, Mark Mulcahy, Jenna Ingebretsen
Front row: Kendra Angel-Adkinson, Haley Bastien, Guangye Hu



District History

Creation of Redding Mosquito Abatement District (MAD)

1919



Merger of Anderson, Clear Creek and Cottonwood MAD to Shasta MAD

1970's



Annexation of Lakehead, Castella, French Gulch, Igo, Ono, Shingletown and Viola (1086 sq mi)

2000



1950's

Annexation of Palo Cedro and Balls Ferry area (130 sq mi)



1990's

Annexation of Shasta Lake, Shasta, Centerville, Cloverdale, Happy Valley, Olinda, West Cottonwood, Mountain Gate, and Jones Valley (384 sq mi), creating the Shasta Mosquito & Vector Control District



Integrated Vector Management



Shasta Mosquito and Vector Control staff utilize Integrated Vector Management (IVM), a process that seeks to find the most effective and appropriate control strategy based on the information gathered by the District.

Before more completely defining IVM, it is first important to answer the question, "What is a Vector?" A vector is a living organism that can transmit disease between humans, or from other animals to humans. Many of these vectors are blood sucking insects and arthropods like mosquitoes, ticks, fleas, sandflies and triatomine bugs.

IVM is defined as a "science-based decision-making process that seeks to improve efficacy, cost-effectiveness, and ecological soundness." Put another way, an auto mechanic would not start tearing out a transmission based on a report of car troubles. They would collect data and find the likely culprit for the trouble based on their diagnostic investigation. This "diagnostic" process in mosquito control is our surveillance, and it serves as the basis for all of our control strategies.

Spring

Service Requests

Being responsive and connected to our District residents is of utmost importance to the SMVCD staff. One of the ways we strive for that connection is through the District service requests. Service requests give staff the opportunity to not only listen and respond to the needs of our community, but also to share information with the public

regarding public health mosquito control. These requests cover a wide range of mosquito and vector related questions and issues including: mosquito fish requests, mosquito complaints, neglected swimming pool reports, and general questions about insects and our services. We rely on these requests, not to direct control treatments, but to help guide District surveillance. This allows staff to focus on areas where potential mosquito

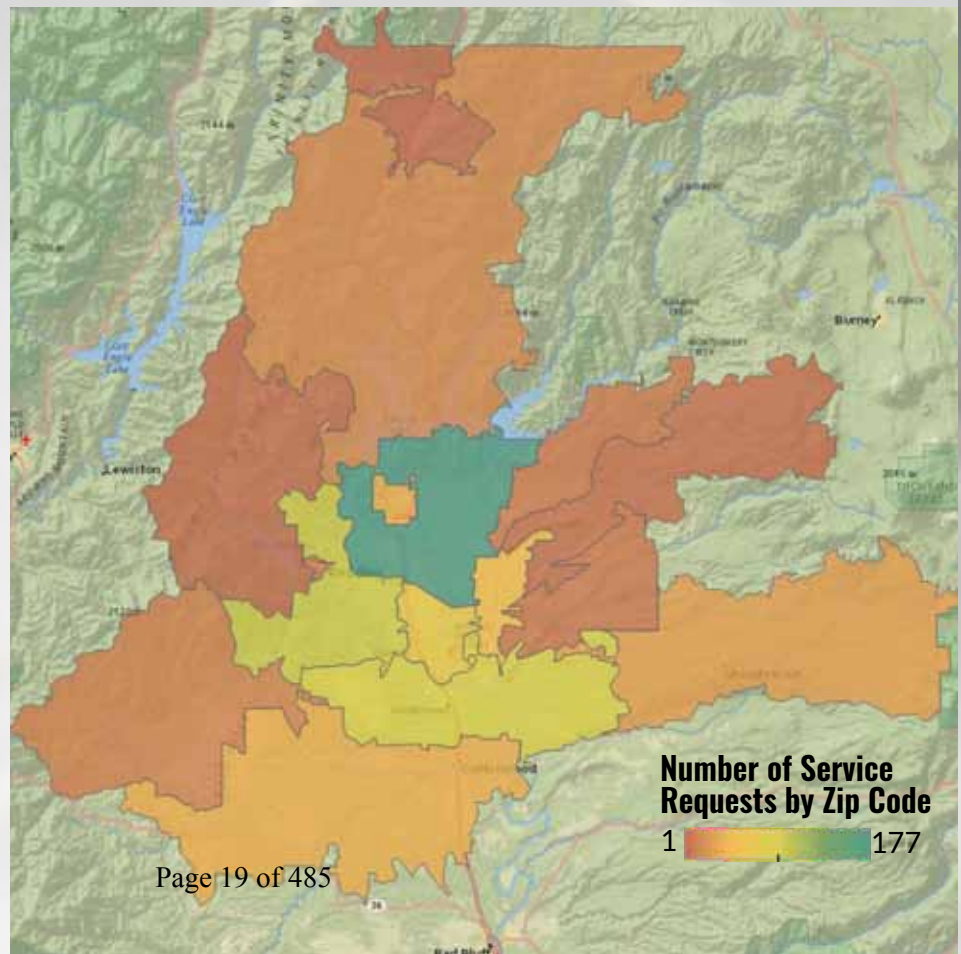
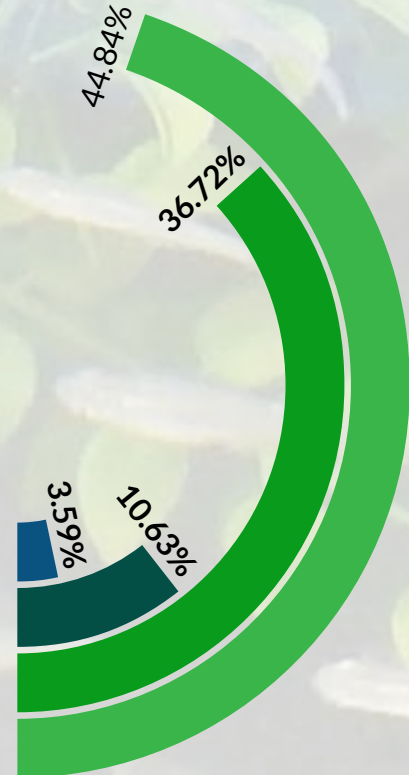
problems are occurring. The public can issue service requests via the telephone, or 24 hours a day on the District's website.

Service Requests by Community



Types of Service Requests Received

Neglected Pool
Mosquito Fish & Service Request
Mosquito Fish Only
Service Request Only





Sampling treehole mosquito larvae and pupae.

Treehole Mosquitoes

During the spring and early summer months, holes and cavities in trees can hold water that breeds the treehole mosquito, *Aedes sierrensis*. Female treehole mosquitoes bite during dawn and dusk, becoming a severe nuisance to humans and transmitting canine heartworm disease among dogs and other animals.

This year, the staff treated more than 200 treeholes in several areas of the District with water absorbing polymer crystals (polyacrylamide). This product absorbs water in treeholes to eliminate mosquito larval breeding, and remains effective throughout multiple seasons.

The District also conducted adulticiding with truck-mounted ULV machines to control adult mosquitoes that are active during dawn and dusk.

Vernal Pools

In the spring and early summer, vernal pools can be prolific mosquito sources. While we control mosquitoes breeding in vernal pools, we do not disrupt the healthy, balanced ecosystem of other dwellers such as fairy shrimp, dragonflies, damselflies, and diving beetles, most of which are mosquito hunters. We use only EPA approved products such as Bti and Bsph which have no effect on non-target organisms.

Treating a vernal pool.



Constructing breeder boxes.

Biological Control

Biological control is the use of other organisms that prey on, parasitize, compete with, or otherwise reduce mosquito populations. Our district uses the mosquito fish, *Gambusia affinis*, which effectively preys on mosquito larvae and pupae when released into mosquito breeding water bodies.

This year, the District released mosquito fish to 820 confined water bodies with a total area of 460 acres. Mosquito fish can survive in various water qualities and reproduce quickly within short periods of time.

Our indoor fish rearing facility provides mosquito fish for field releases all year round, especially during the spring and the early summer when outdoor mosquito fish are not otherwise available. By working with California Fish and Wildlife fish biologists, we were able to recognize and effectively treat fish bacteria that had become resistant to conventional treatment.

A total of 308 service requests from the public were received for mosquito fish. The mosquito fish are free of charge.

Summer

Immature Mosquito Control

The most efficient way to control mosquitoes is to find and eliminate them at their immature stages (larvae and pupae) where they are concentrated, contained, and accessible to staff. In order to find these habitats, District staff look for immature mosquitoes in the more than 6,800 known potential breeding locations throughout the District. Although adult mosquito control is more noticeable to the public, District staff spend the vast majority of time inspecting and treating water sources where mosquitoes are found breeding.

The products used to control mosquito larvae are called larvicides. The products aim to prevent mosquitoes from ever becoming adults. The larvicides used in our program are naturally occurring bacteria (e.g. Spinosad and Bti), insect growth regulators (IGR, methoprene), or surface oils.

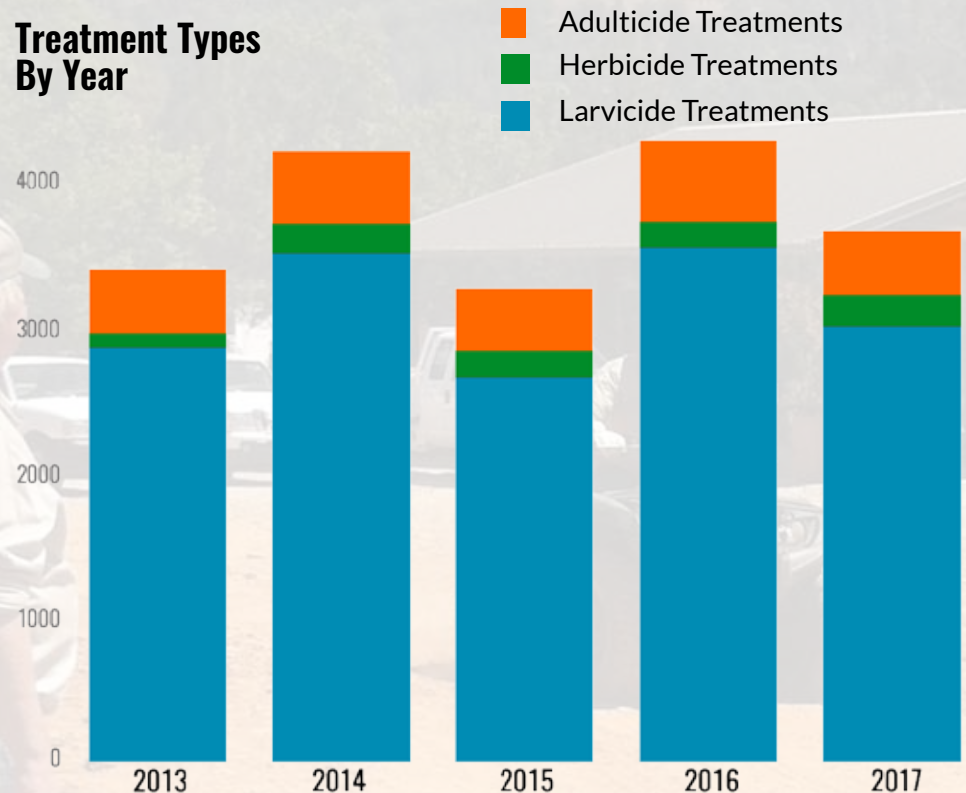
District staff inspected 16,100 sites for mosquito breeding and conducted 3,009 applications to control mosquito larvae and pupae living in ponds, ditches, puddles, catch basins, neglected swimming pools, vernal pools, and tree holes.

Organic Mosquito Control

Our District makes every attempt to educate and be educated by our organic growers. Our current process includes making contact with the Shasta County Agricultural Department to get a list of currently registered organic growers so we can send them a notification letter or email detailing our programs and the products we use to protect

public health. We ask that those growers confirm their status and give us specific locations of their growing operations so that we can ensure we are only using organically labeled control products on or near those areas. If you are not registered organic but plan to become registered, you must contact the District so we are aware of your operation location.

Treatment Types By Year



Larvicide Efficacy Testing

In 2017, we continued testing the field efficacy of larvicide products for their residual effects. The results from testing these extended release

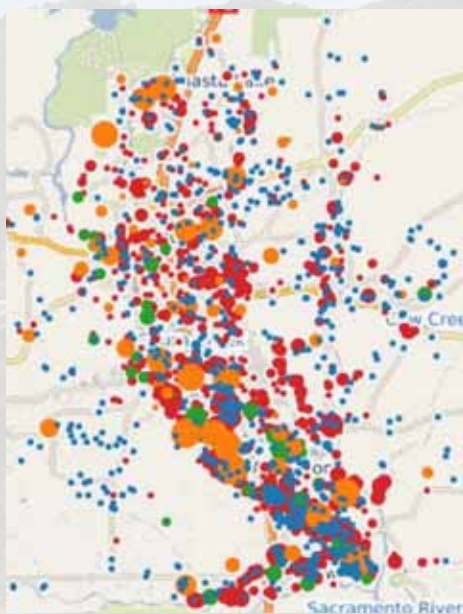
products help us select larvicide products and schedule re-inspection times after application based on habitat types and water qualities.

Conducting a larvicide efficacy inspection



Map of Treatments

- Mosquito Fish
- Herbicide
- Adulticide
- Larvicide



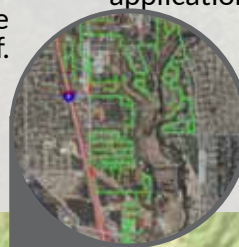
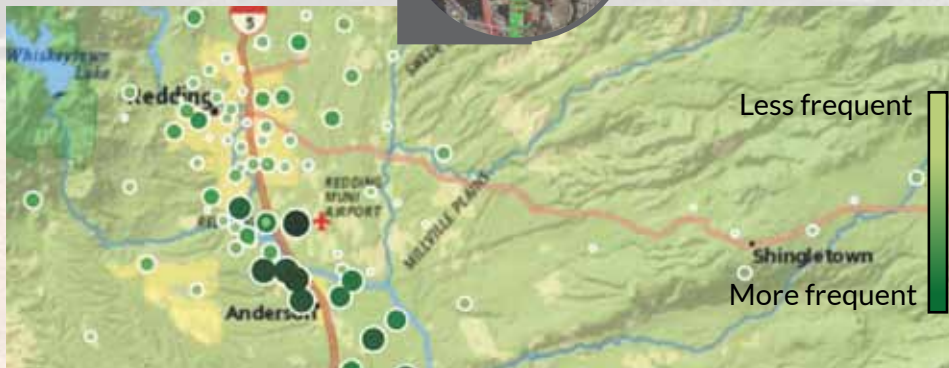
Adult Mosquito Control

Adult mosquito control, referred to as adulticiding, is the practice of controlling adult mosquitoes by applying chemical products. Adulticides are an integral component of a comprehensive IVM program because they can immediately reduce the number of adult mosquitoes in an area, with the goal of reducing the number of infected mosquitoes that can bite people and transmit mosquito-borne diseases. Adult mosquito control products are used for public health mosquito control programs without posing significant risks to the general population or to the environment when applied according to the label by trained District staff.

The products used by the District include: permethrin, pyrethrin, etofenprox, and malathion. These products are applied at rates of less than an ounce per acre utilizing Ultra-low volume (ULV) to provide target specificity to our targets. These applications are made at dusk and dawn, when mosquitoes are the most active, to avoid our applications contacting non-target insects like pollinators.

This year, District staff completed 443 adulticiding routes and treated over 100,000 acres. Residents can go to our website, shastamosquito.org, to review where and when our adult mosquito applications will be conducted, or to subscribe to our spray notification list.

Map of ULV Fogging Routes



Each ULV fogging route is recorded and time-stamped through GPS.

Swimming Pool Program

Unmaintained or abandoned swimming pools create a favorable breeding ground for mosquitoes. Just one neglected swimming pool can produce millions of mosquitoes capable of infecting the neighborhood and putting the entire community at risk for West

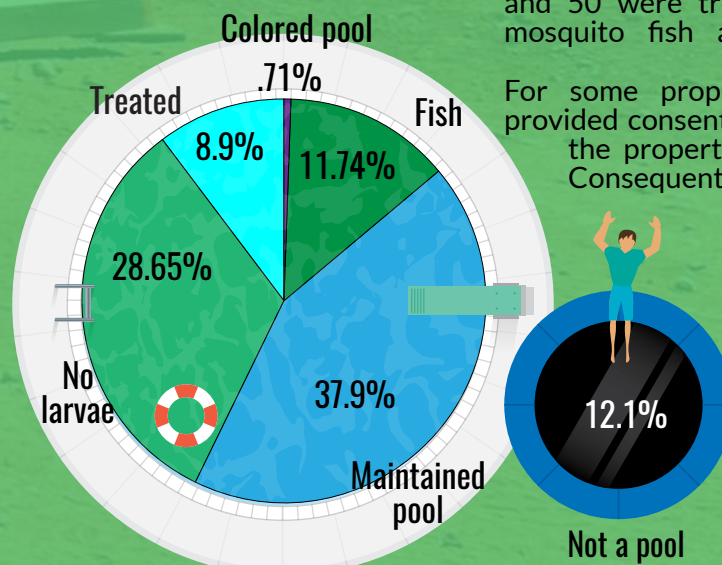
Nile virus. In the summer of 2017, we employed an aerial service to detect neglected swimming pools within our District boundaries.

A total of 562 pools were selected to be inspected by staff on the ground. Of the pools inspected, 66 pools had mosquito fish present and 50 were treated either with mosquito fish and/or pesticides.

For some properties, no owner provided consent for treatment, or the property was abandoned. Consequently, 16 warrants were issued for the staff to gain legal access to the properties.

562 SUMMER POOLS CHECKED

16 WARRANTS ISSUED



Summer

West Nile Virus in the District

The number of West Nile virus (WNV) indicators has fallen every year since 2015. In 2017, there were just 7 incidences of WNV across all types of surveillance (mosquito samples, e.g.). None of the 544 mosquito samples tested were positive for WNV, which is very unusual as the District generally finds at least one positive mosquito sample annually. The last time this occurred was in 2010 when none of the 325 samples were positive.

Incidences of human cases, sentinel chickens and dead birds detected in 2017 were comparable to those detected in 2016. Both 2016 and 2017 experienced the fewest incidences of WNV positive indicators in 5 years (since 2011).

80%

OF PEOPLE
INFECTED
WITH WNV
WILL NOT
DEVELOP
SYMPTOMS



**District-wide Positive WNV Indicators
2014-2017**

	2014	2015	2016	2017
Human Cases	2	2	1	1
Horses	1	2	1	0
Dead Birds	6	15	3	2
Mosquito Samples	33	48	12	0
Sentinel Chickens	11	18	3	4
Total	46	68	16	7

**Positive Cases of
West Nile Virus
within our
District
boundaries
this year**



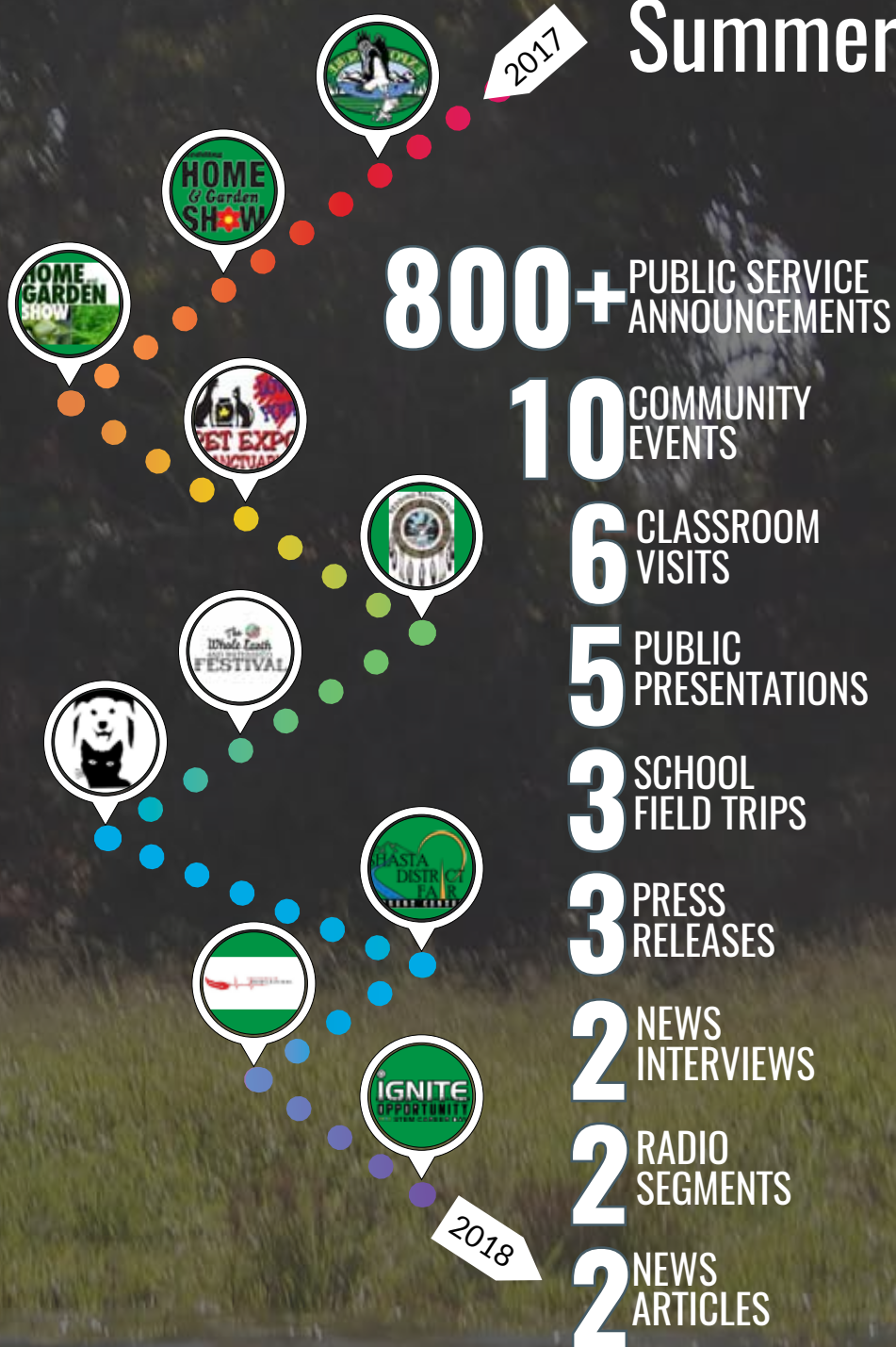
Community Events & Public Education

Despite extensive mosquito control efforts, comprehensive mosquito surveillance, and very low levels of West Nile virus detection, there was still one human case of WNV confirmed within the District in 2017. This shows that there is no substitute for public awareness about mosquito-borne diseases and the importance of personal mosquito prevention and avoidance measures taken by the public. Therefore, the District works to constantly improve its efforts at public education and outreach as a key part of its comprehensive Integrated Vector Management program.

Although the District has existed for decades, there are still residents who are not familiar with our mission. Participating in community events offers staff the opportunity to speak one on one with members of the public and answer any questions he/she has regarding our agency, objectives, and operations. A District booth can be found at home and garden shows, pet expos/festivals, health fairs, and earth day/sustainability festivals.

Springtime is a frenzy of community events which leads up to our big event of the summer: the Shasta District Fair. Tens of thousands of Northstate residents flock to the fair every year and District staff are on hand passing out mosquito repellent wipes and mosquito education. With the bulk of our community outreach events behind us, District staff fully turn their attention to mosquito control operations as summer drives mosquito population to their peak.

Summer



New Website

Public Info

Community Events

School Visits

New Mosquito Mascot



Autumn



Collecting resting mosquitoes.

Cache Valley Virus Surveillance

In 2013, the District received a report of an occurrence of mosquito-borne Cache Valley Virus in the Oak Run area. In this incident, a number of ewes gave birth to malformed or aborted fetuses. At the time, District resources had to be focused elsewhere. Recently, however, the District began to conduct surveillance for Cache Valley Virus from September through November of 2017 in the proximity of where the initial report occurred. Staff collected adult mosquitoes from EVS traps, resting units, and aspiration of live adults seeking shelter in protected structures. The surveillance is currently being conducted, and the captured adult samples will soon be sent in for testing.

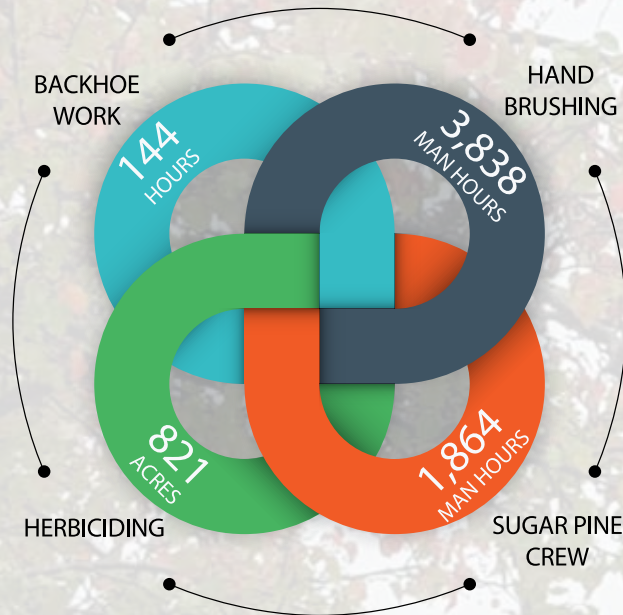
Setting a resting unit surveillance trap.



Physical Control

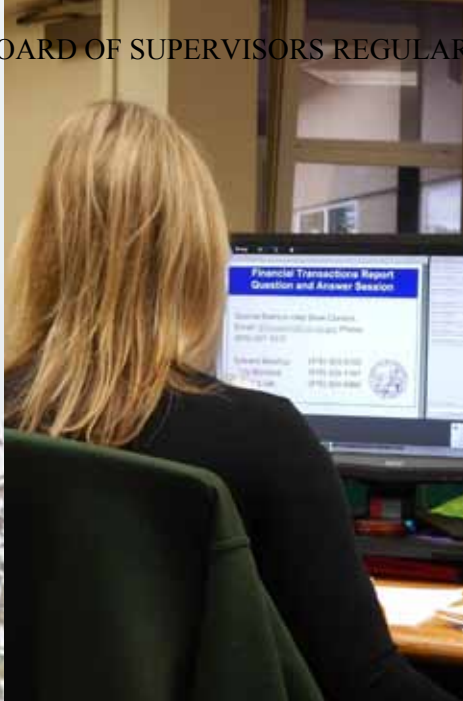
Physical control, or source reduction, is the use of physical or mechanical means to eliminate and reduce the number, size, and frequency of mosquito breeding grounds and habitats. It also provides access to facilitate inspecting and treating mosquito sources by our staff.

Physical control measures can be as simple as turning over a bucket or getting rid of an old tire, which can be accomplished by residents. Our District, however, focuses on removal and burning of brush, herbiciding, and heavy equipment work (ditch repairing and cleaning), which provides more extensive source reduction. The District utilized CAL FIRE Sugar Pine Conservation crews to physically remove brush and burn debris piles.



Clearing brush.





Training online.

Training & Education

District field employees attend continuing education (CE) sessions conducted by vector control and public health professionals in-house and via webinar, as well as at state, regional and national meetings. Between 20 and 36 hours of CE is required per certificated employee to maintain their licensing under a cooperative agreement with the California Department of Public Health.

Vector Technician, Haley Bastien, presented and was awarded the Grass Roots Award at the 2017 AMCA conference.



Catch Basin Program

Catch basins can cause a serious mosquito-breeding problem in the urban and suburban areas. They collect rainwater and overflow from excessive irrigation of lawns and gardens. This retained water then breeds *Culex* mosquitoes that transmit West Nile virus.

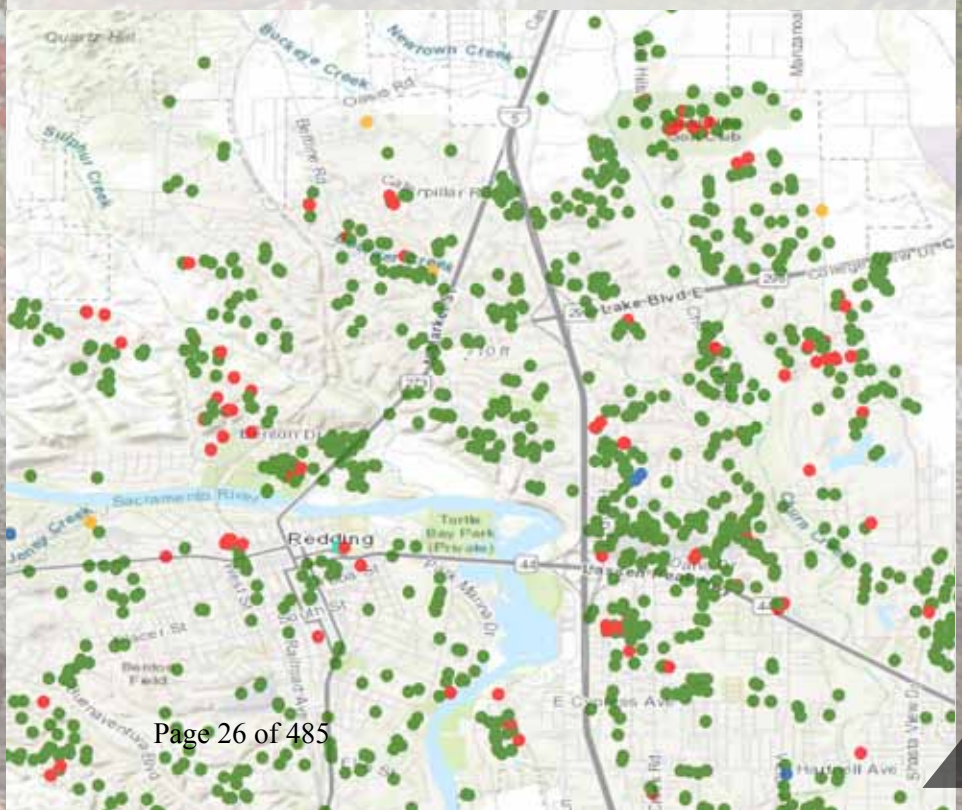
In 2017, staff inspected 6,983 catch basins within the District boundaries. Of the catch basins inspected, 965 (13.8%) were treated. The catch basins in higher risk areas (with heavy traffic) were treated in the early morning (3:00-6:30 AM). The catch basins in other areas were treated during regular shift hours. A total of 461 man-hours were utilized on this program.

Inspecting a catch basin.

This summer, an intern was hired from Shasta College to conduct inventory on storm drains within the District. Using a smartphone GPS application, she mapped and categorized all the District storm drain systems by type and current status. The database will help staff monitor and treat the storm drains in the future.

- 1- Currently Breeding
- 2- Heavy Veg/Organic
- 3- Moderate Veg/Organic
- 4- Clean, Stagnant Water
- 5- Clean Flowing Water

District Catch Basins and Water Condition



Autumn

How is disease detected? Surveillance

The District uses multiple surveillance types to detect active disease transmission. Testing mosquitoes, dead birds, and sentinel chickens, as well as receiving veterinarian confirmed reports of infected horses, are all tools which indicate where and when the virus has been circulating. The District is given very limited information on infected human cases. Like horses, human infection is a very serious indicator of virus transmission.

Sentinel Chicken Surveillance

Seven sentinel chicken flocks were used to detect arboviruses circulating in the ecosystem this year. Mosquitoes infect and receive viruses from wild birds in natural disease cycles. Sometimes, the mosquitoes infect the sentinel chickens rather than wild birds. District staff detect this transmission by periodically sampling the chickens' blood. When a sentinel chicken is infected, staff use this information to decide which control options to deploy.

Infected sentinel chickens do not suffer any illness from the virus, and are retired from the flock every autumn.

4 POSITIVE CHICKENS



2 POSITIVE DEAD BIRDS

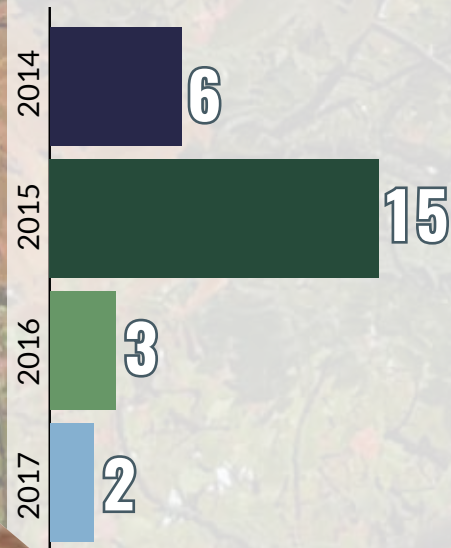


Dead Bird Surveillance

Birds of the Corvid family, such as crows, jays, ravens and magpies, are acutely susceptible to West Nile virus infection. In fact, West Nile virus is often fatal to these birds. Members of the public may find these critically ill or recently deceased birds in parks, walking trails, around their homes and schools, or near shopping centers. After a find, residents are urged to contact the state Dead Bird Hotline at 877-WNV-BIRD (877-968-2473) or report the bird online at www.westnile.ca.gov.

The District staff receives the reported information, then collects and submits the bird sample for testing. A WNV infected bird detection warrants further inspection in the area and helps guide operational control activities.

Positive Dead Birds in the District 2014-2017



Mosquito Traps Found in the District

Trap Surveillance

Trapping mosquitoes is an easy, efficient way to regularly monitor population size and virus transmission. From the very first warm spring afternoons to the frosty fall mornings, District staff sets several kinds of traps to gather information on mosquito activity. The peak of mosquito activity and trapping occurs during the summer months, and starts wrapping up in autumn. Staff sets dozens of traps every week to stay informed of the latest trends in the District mosquito population, and in turn, make decisions about mosquito control.

Some mosquitoes caught by our traps are sent to UC Davis for virus testing. A positive mosquito sample indicates active virus transmission in the area and mosquito control operations are adjusted accordingly.

15,628
MOSQUITOES
TESTED

0 POSITIVE

In 2017, 544 mosquito samples of from 8 to 50 mosquitoes each (15,628 total mosquitoes) were submitted to be tested for the presence of mosquito-borne diseases. Despite this extensive surveillance of adult mosquitoes, no mosquito-borne diseases of any kind were detected within the District in 2017.

Widely scattered, isolated populations of invasive *Aedes* spp. mosquitoes have been confirmed in areas of California in recent years, but currently none near the Shasta Mosquito and Vector Control District. These mosquitoes transmit important diseases such as yellow fever, dengue, chikungunya, and Zika. The District set eleven traps throughout the summer of 2017 in areas of the District that present a high risk of introduction of these mosquitoes to detect any possible occurrence of them within the District. The traps called CDC-AGO (Centers for Disease Control Autocidal Gravid Ovitraps) use stagnant water to attract and collect egg-laying invasive *Aedes* spp. mosquitoes. Following two years of local CDC-AGO trapping, no invasive *Aedes* spp. mosquitoes have been detected within the District.



CDC-AGO Trap
for invasive *Aedes*
surveillance



EVS Trap
for encephalitis virus
surveillance



Gravid Trap
for egg-carrying
mosquito surveillance



New Jersey Light Trap
for mosquito population
surveillance

Winter

Tick Surveillance

In the fall and winter months, District personnel visit various areas throughout the District where tick habitat intersects with human activity. Ticks are collected by dragging a cloth along vegetation to snag "questing" ticks. Ticks are identified, counted, and submitted for disease testing to assess tick populations and tick-borne disease risks within the District.

Ticks are important vectors that can spread diseases such as Lyme disease and Rocky Mountain spotted fever (RMSF).

Ixodes pacificus ticks, which transmit Lyme disease in California, are regularly tested for *Borrelia burgdorferi*, the causative agent for Lyme disease, and for *Borrelia miyamotoi*, another type of tick-borne bacteria that causes human disease.



Local "questing" ticks, ready for a meal.

4.61%

TICK SAMPLES
TESTED POSITIVE
FOR TICK-BORNE
DISEASES

Collecting local tick samples for testing.

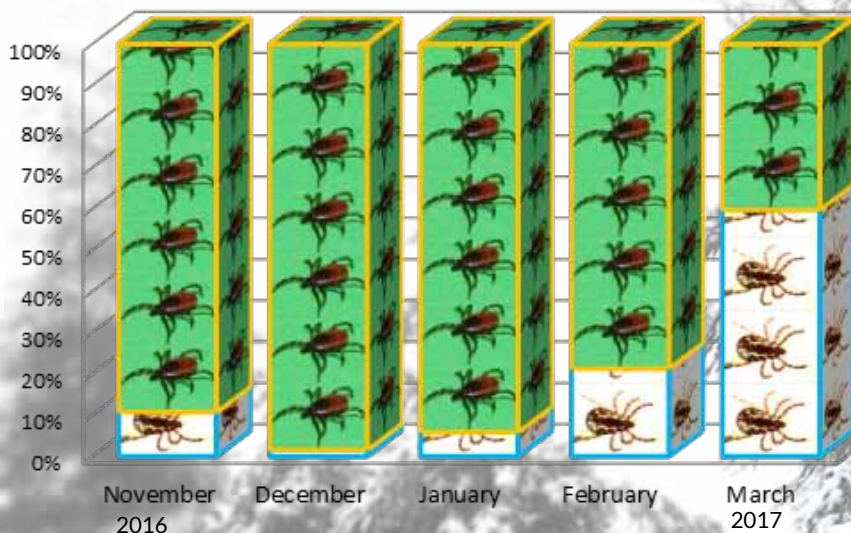


Ixodes

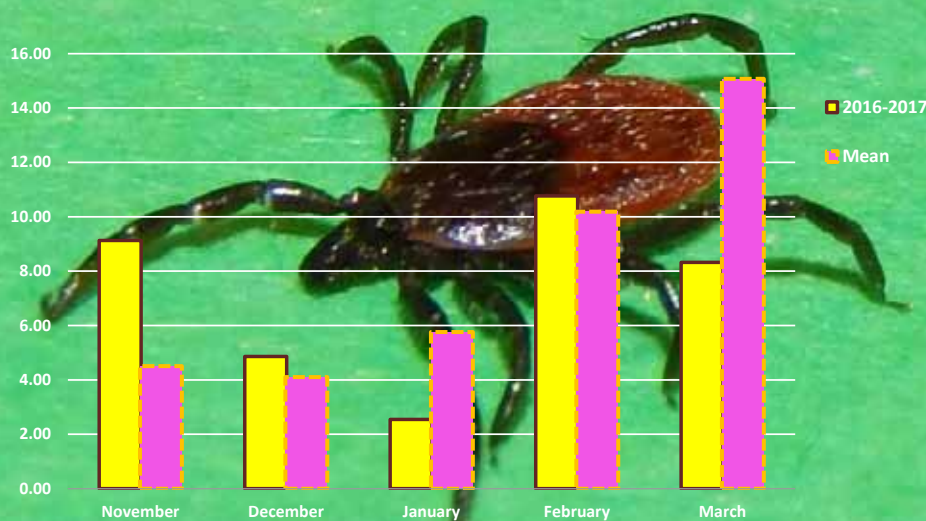
Dermacentor

Mean Distribution of Ticks By Species

(2016 - 2017 at 15 Sites in Shasta MVCD)



2016-2017 Ticks per Hour vs Seasonal Average*



*20 Sites Mean Count November 2009 - March 2017



Collecting overwintering mosquitoes.

Overwintering Mosquitoes

For several years, the District has sampled overwintering mosquito populations. During the months of November-February, staff collect more than 1,000 overwintering mosquitoes, and test dozens of *Culex* spp. mosquitoes for encephalitis virus infection. This project has assembled data on both the species composition through the winter months, and the types of harborage overwintering mosquitoes prefer.

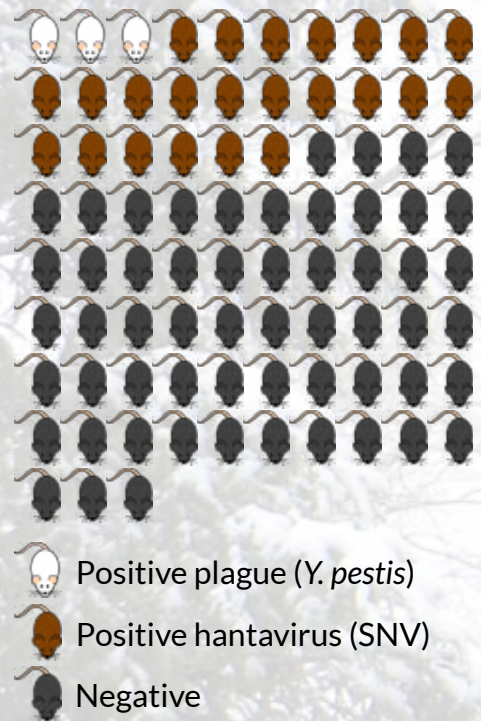
1,000+
**OVERWINTERING
MOSQUITOES
COLLECTED**



Rodent-borne disease surveillance at the Lava Beds National Monument.

Rodent Surveillance

In 2017, operations staff assisted biologists from the California Department of Public Health, Vector-Borne Disease Section, in conducting rodent trapping for plague (*Y. pestis*) and hantavirus (SNV) surveillance at the Lava Beds National Monument. Over a period of 2 days, a total of 226 traps were set and 83 rodents were captured and processed. The process included: anesthetizing, identifying, combing for ectoparasites, obtaining a blood sample, and returning live rodents back to the location where each trapping occurred.

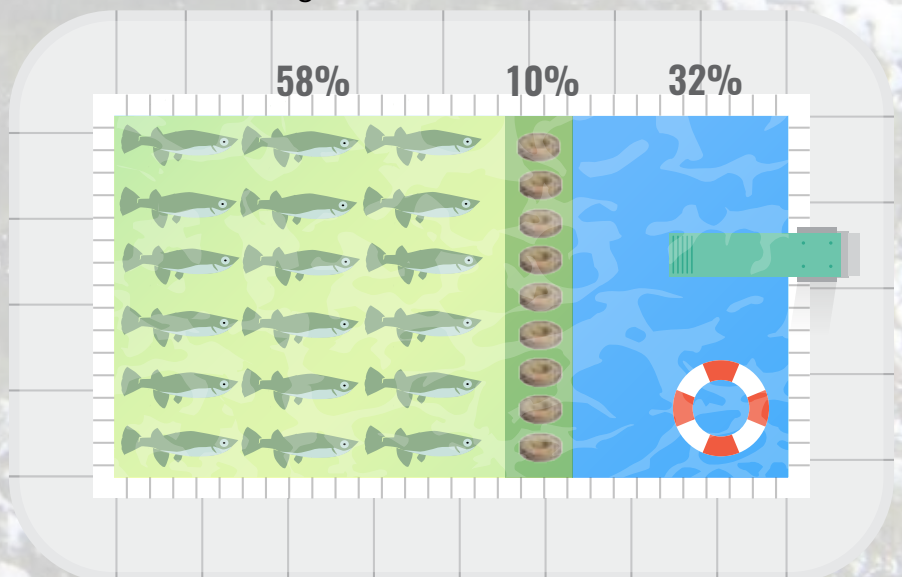
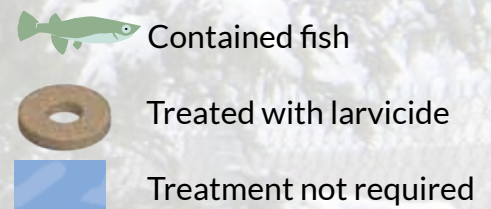


Winter pool program

Our District staff inspected 71 neglected swimming pools in the winter and spring months, in follow-up to fish releases and pesticide treatments in the previous season. Of the pools inspected, 65 were found still having fish and 7 were treated with larvicide products and/or mosquito fish.

Residents are encouraged to

report neglected swimming pools to our District. To respond to the request, our professionally trained staff will inspect and treat the pools for mosquito breeding.



Disease Updates

West Nile Virus

With the exception of dead birds, the number positive indicators of West Nile virus statewide are largely in line with 2016.

In 2017, there were far fewer incidence of WNV+ dead birds discovered compared to 2016 and previous years. It is thought that fewer dead birds are being reported as West Nile virus loses the public's attention. Conversely, more counties experienced some sort of WNV+ incidence during 2017 and more human cases were reported as well.

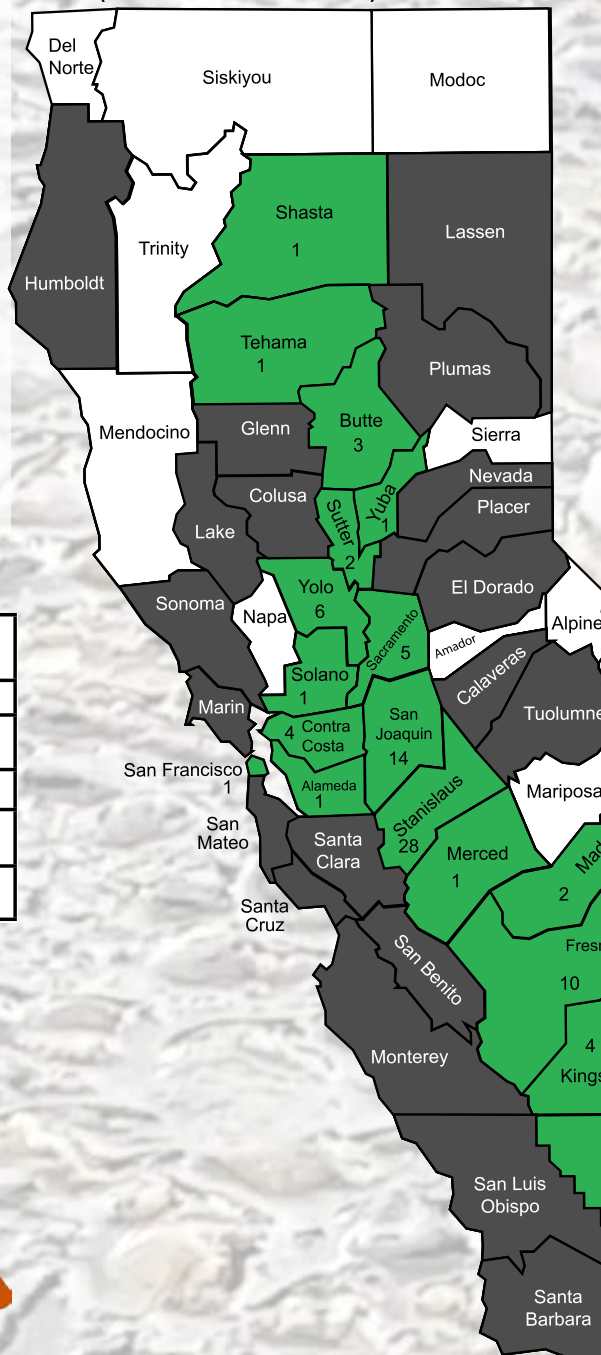
St Louis Encephalitis Virus

Saint Louis encephalitis virus (SLE) is an arbovirus which circulates between mosquitoes and birds, occasionally infecting humans. Human infection and detection through surveillance declined for decades, culminating in an 11 year period in which there was no SLE observed through surveillance. However, in 2015 SLE was unexpectedly identified in southern California. Detection of the virus has surged and grown to include central and northern California.

Within the District, SLE was last detected in 1993. There is a good possibility, given the SLE resurgence, that it will be detected again in the near future.

California WNV Positive Indicators by County

- Counties with West Nile virus activity (no human cases)
- Counties with West Nile virus activity (number of human cases)



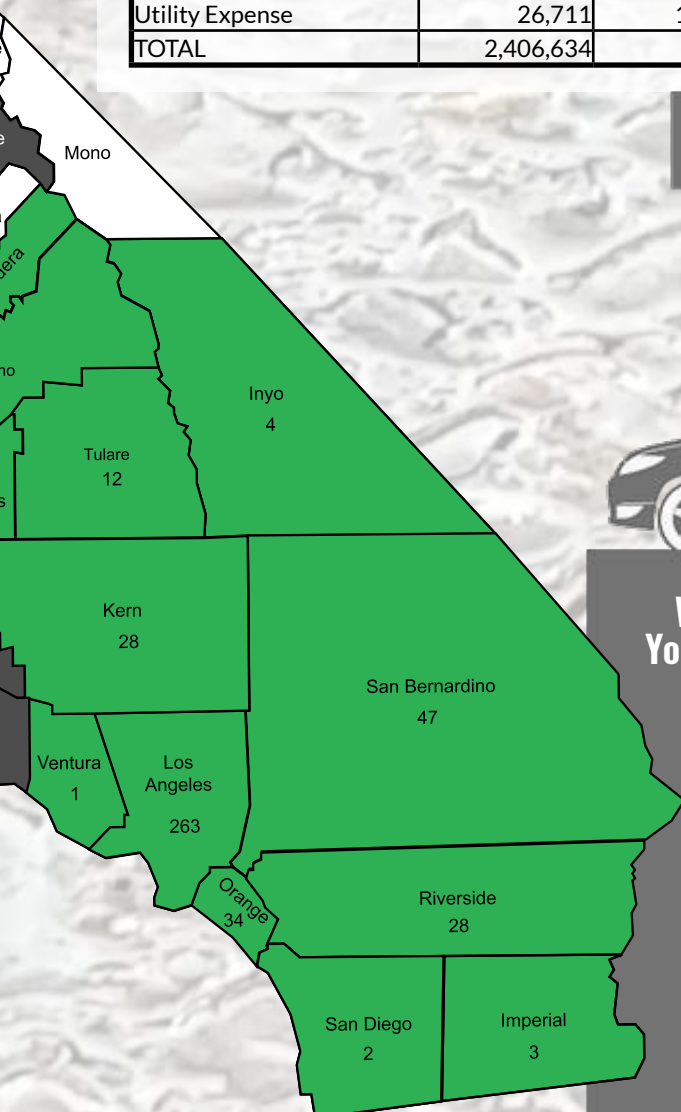
Financials

The Shasta Mosquito and Vector Control District depends on property tax revenues and benefit assessments to fund its operations. The District's objective is to be fiscally responsible in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting, Auditing and Financial Reporting (GAAFR), as well as State Controller reporting guidelines.

In 2015, the District separated their treasury management system from the Shasta County Auditor-Controller's office to an outside financial institution. Over these past two years, this financial system has proven to be a success for the District. The monthly financial reports, as well as annual budgeting for each fiscal year, is more transparent. This financial system will continue to support the needs of the District for years to come.

2016-2017	
Assets	
Cash and cash equivalents	\$3,364,593
Due from other governments	38,313
Inventories	88,503
Non-depreciable capital assets	51,273
Depreciable capital assets, net	464,774
Other Post Employment Benefit Liability	142,428
TOTAL ASSETS	4,149,884
Liabilities	
Accounts payable	\$23,097
Net pension liability	2,047,890
Compensated Absences	153,989
TOTAL LIABILITIES	2,224,976

2016-2017 REVENUES		
Property Taxes	1,146,841	47.21%
Assessments	1,205,596	49.63%
Interest & Miscellaneous	76,960	3.17%
TOTAL	2,429,397	100%
2016-2017 EXPENDITURES		
Salaries and Benefits	1,761,558	73.20%
Service and Supplies	618,365	25.69%
Utility Expense	26,711	1.11%
TOTAL	2,406,634	100%



— For around \$29 per year —

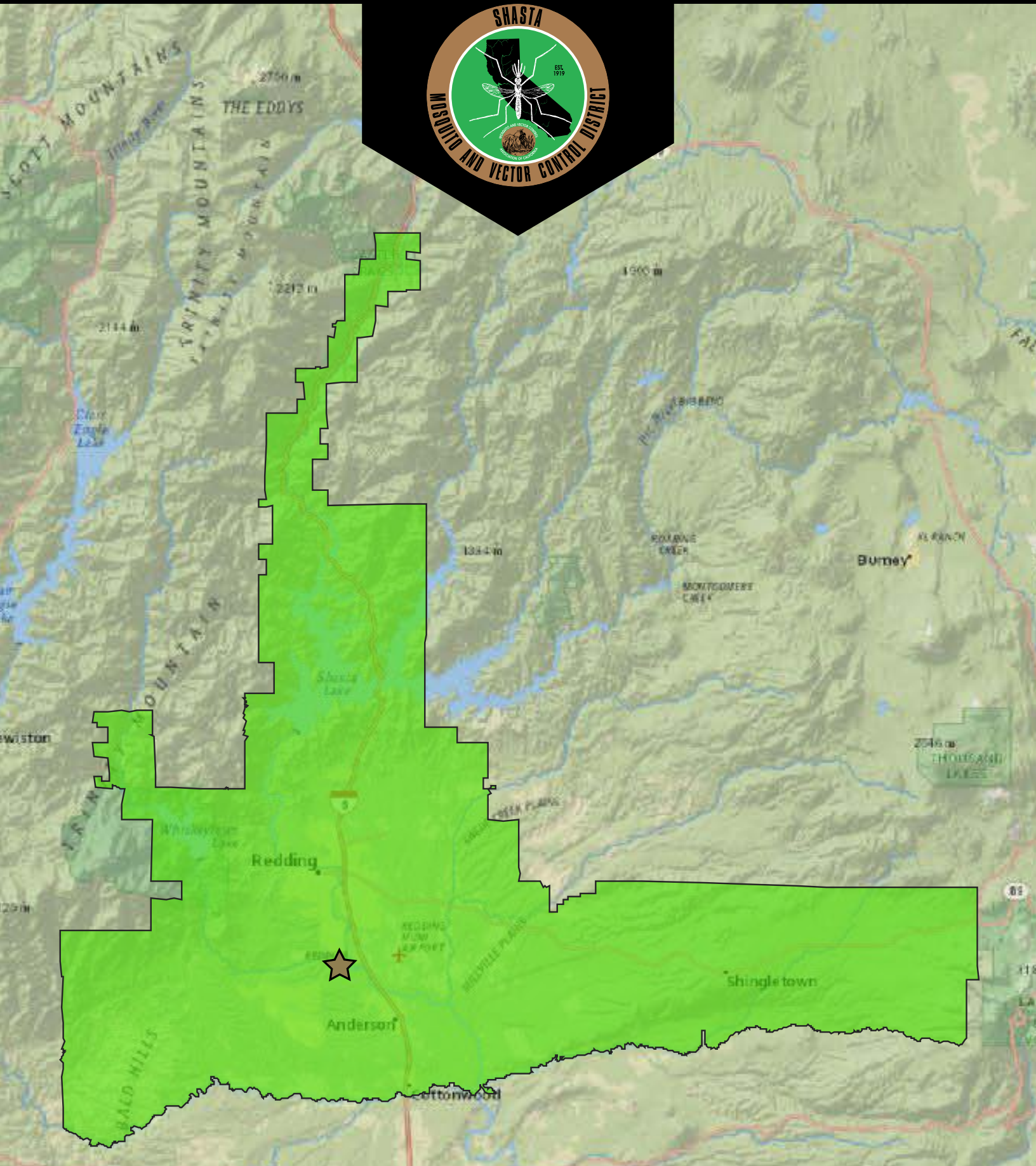


What You Get From Your Local Fuel Station

- About 10 gallons of gas

What You Get From Your Local Vector Control

- Property inspections from state-certified specialists
- Informational pamphlets and downloadable content
- Vector ecologists monitoring diseases in your community
 - Vector control specialists reducing breeding sources in your community
- Mosquitofish for your ornamental fountain, pond, or pool
- School and classroom visits by District staff
- Speakers and staffing for your next community event



19200 Latona Road, Anderson, CA 96007
P: 530-365-3768 F: 530-365-0305
www.shastamosquito.org

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

3/6/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Trisha Boss, Deputy Clerk of the Board, 530-225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Approve the minutes of the meeting held on March 6, 2018, as submitted.

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Upload Date

Description

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, March 6, 2018

REGULAR MEETING

9:00 a.m.: Chairman Baugh called the Regular Session of the Board of Supervisors to order on the above date with the following present:

BOARD OF SUPERVISORS REGULAR MEETING - March 13, 2018

District No. 1 - Supervisor Kehoe
District No. 2 - Supervisor Moty
District No. 3 - Supervisor Rickert
District No. 4 - Supervisor Morgan
District No. 5 - Supervisor Baugh

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Chief Deputy Clerk of the Board - Mary Williams
Administrative Board Clerk - Kristin Gulling-Smith
Administrative Board Clerk - Trisha Boss

INVOCATION

Invocation was given by Pastor Perry Peterson, Crossroads Bible Fellowship.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the Flag was led by Supervisor Kehoe.

REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION: GRAND JURY AWARENESS MONTH MARCH 2018

At the recommendation of Supervisor Baugh and by motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation which designates March 2018 as "Grand Jury Awareness Month" in Shasta County.

PUBLIC COMMENT PERIOD - OPEN TIME

Dianna Wagner, Branch Director of Health and Human Services Agency- Children's Services, spoke regarding Social Work Appreciation Month.

Monique Welin spoke regarding mental health issues.

William Gilbert spoke regarding concerns with his interactions with Shasta County employees.

March 6, 2018

CONSENT CALENDAR

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meeting held on February 7, 2018 and February 27, 2018, as submitted. (Clerk of the Board)

BOARD OF SUPERVISORS REGULAR MEETING, March 6, 2018
Approved Resolution 2018-019, which approved and authorized the Chairman to sign the Third Amendment and Restarted Joint Exercise of Powers Agreement with the counties of Butte, Colusa, Glenn, Nevada, Placer, Siskiyou, Sutter, Tehama, and Yuba effective February 1, 2018 to remove the County of Yolo and add the County of Glenn as members of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency with no change in compensation. (Clerk of the Board)

(See Resolution Book No. 60)

Approved and authorized the sale of the following water trucks via public auction: 1976 Kenworth COE 3,000 Gallon Water Truck, at the high bid of \$15,351; and 1979 Kenworth 3,000 Gallon Water Truck, at the high bid of \$20,351. (Support Services-Purchasing)

Approved and authorized the Chairman to sign a retroactive amendment to the revenue agreement with the County of Trinity for placement of Juvenile Court wards at the Shasta County Juvenile Rehabilitation Facility, effective September 30, 2016 which: Increases the maximum compensation payable to Shasta County by \$200,000 (for a new total not to exceed \$300,000); and confirms the initial term dates of September 30, 2016 through September 30, 2017, and retains the two automatic one-year renewals. (Health and Human Services Agency-Adult Services)

Took the following action regarding the Public Work/Resource Management – Real Property Purchase: Find the real property purchase categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; approved and authorized the Chairman to sign property purchase agreements with: (a) Michael Cogan and Louise Cogan, Trustees of the Michael B. Cogan Retirement Trust (APN: 101-780-009 at \$220,000); and Michael Cogan and Louise Cogan, Trustees of the Michael B. Cogan and Louise H. Cogan Revocable Trust 2012 (APN: 101-780-010 & 101-780-011 at \$220,000); accepted two Grant Deeds conveying the property; approved a budget amendment increasing appropriations and revenue by \$450,000 in the Land, Buildings and Improvement budget; approved a budget amendment transferring appropriations by \$225,000 within the Roads budget; approved a budget amendment transferring appropriations by \$75,000 within the Building Inspection budget; (7) approved a budget amendment transferring appropriations by \$75,000 within the Environmental Health budget; and (8) authorized the County Executive Officer to approve payment of miscellaneous fees associated with the purchase transaction not to exceed \$10,000, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Public Works)

Took the following action regarding the “Gas Point Road Widening Project,” Contract No. 702976: Approved and authorized the Chairman to sign right-of-way contracts with: Lucille Stowell for right-of-way (0.14 acres at \$7,710) plus a Federal Highway Administration (FHWA) signing incentive of \$1,000; and Michael Jack Van Steen for right-of-way (0.06 acres at \$7,226) plus a FHWA signing incentive of \$1,000; and accepted two Easement Deeds conveying the right-of-way parcels. (Public Works)

REGULAR CALENDAR, CONTINUED

March 6, 2018

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees had no legislative update.

BOARD OF SUPERVISORS REGULAR MEETING - March 13, 2018

Supervisor Morgan recently attended a Shasta Regional Transportation Agency Meeting.

Supervisor Moty recently attended a Shasta Regional Transportation Agency Meeting and a Northern Sacramento Valley Integrated Regional Water Management Governing Board Meeting.

Supervisor Rickert recently attended a Shasta Regional Transportation Agency Meeting.

Supervisors reported on issues of countywide interest.

LAW AND JUSTICE

DISTRICT ATTORNEY

PROBATION

PUBLIC DEFENDER

INTERGRATED JUSTICE SYSTEM REPLACEMENT PRESENTATION

District Attorney Stephanie Bridgett presented on the Integrated Justice System. Ms. Bridgett reported the purpose of replacing the aging public safety Case Management System. She requested the waiver of the formal competitive procurement requirements of Administrative Policy 6-101, Shasta County Contracts Manual and Shasta County Code 3.04.020.

In response to questions by Supervisor Morgan, Ms. Bridgett stated the new programing would be capable of converting data; and the data conversion is written into the cost.

In response to questions by Supervisor Moty, Ms. Bridgett said no specific quote was received on the any other programs.

In response to questions by Supervisor Moty, Chief Information Officer Tom Schreiber explained that the old system is being backed up. If the server crashed the issue would be getting that application back up online to be able to retrieve that data from a back end prospective. Integrating the new system would be done with the assistance from both venders Spillman and Journal Technologies. The County Information Technology department would then be able to maintain it. He explained that this is standard procedure. Until the contract is prepared details of the cost of integration are unknown.

In response to questions by Supervisor Kehoe, Ms. Bridgett confirmed that the County can successfully put into place an implementation plan in a cost-effective way. She summarized the initial goal was to stay together with the courts and the process of gathering data that would capture all the vendors that would work for the County departments and the Court. However, with the shortened time frame, based on Law Enforcement going to Spillman and the Court possibly going to a different system, it is necessary to expedite the process. There is no vendor other than Journal Technologies that would meet the needs of the County. Journal Technologies may also satisfy the needs of the Court and one system would be preferable.

March 6, 2018

In response to questions by Supervisor Kehoe, CEO Lees stated that, in effect a semi - RFP process has been done. It was Mr. Lees understanding that the court system may be leaning towards a particular vendor but has not yet chosen one.

Mr. Schreiber explained that when looking at doing data conversions, the cost is unknown, until the contract is built detailing the specific needs. Journal Technologies has given an estimate based on what they have done for other counties. Currently the departments are requesting approval to go forward and begin to get details with a contract. Mr. Lees explained the request is for the board to waive the normal procurement rules, as there is only one vendor that offers the desired system. The final contract would come back before the Board, for approval before purchasing the system.

Ms. Bridgett explained that Journal Technologies is familiar with the conversion from JALAN, the current system.

In response to questions by Supervisor Rickert, Ms. Bridgett stated that Journal Technologies is used in eighteen Courts, five District Attorney Offices, seven Public Defenders' offices, and eight Probation departments across the state of California. It is her hope to use this program as long as possible, once it has been purchased.

In response to questions by Supervisor Baugh, Mr. Schreiber stated that the base interface piece would be included in the program and customization would be done for Shasta County. Ms. Bridgett explained that this program keeps the Court and County departments separate.

Melissa Fowler-Bradley, Shasta County Superior Court Executive Officer, stated that they have been one of nine courts that have been reviewing case management systems over the last eight months. The budget change proposal is in the works. When the state budget is passed in June, the Court will select one of the systems from their master list, if the funds are available. The Court has worked very closely with the County. Journal Technologies is high on the list, and she believes that it is a good system. The Court would go live, 18 months after selecting a system.

In response to questions by Supervisor Morgan, Mr. Schreiber explained that employee training would take place and is set into the price, although off-site technical training for IT employees may be an extra cost.

In response to questions by Supervisor Moty, Mr. Schreiber explained that Journal Technologies subscription cost is figured of by the number of users. The county will be able to integrate with whatever system the court decides to go with, although it will be easier if the Court chooses Journal Technologies.

In response to questions by Supervisor Kehoe, Mr. Schreiber stated that the hope is that the County's timeline will be on track with the Court's. If funding isn't available from the state for the Court it will be the County's decision whether to continue to move forward.

In response to questions by Supervisor Baugh, Mr. Lees expressed that this is an investment that is worthy of undertaking.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors took the following actions to replace the aging public safety Integrated Justice System (IJS): Received a presentation about the IJS; waived the formal competitive procurement requirements of Administrative Policy 6-101, *Shasta County Contracts Manual* and Shasta County Code 3.04.020 "Competitive Procurement" due to limitations on the source of supply and necessary restrictions in specifications, to purchase a new IJS public safety Case Management System; and provided direction to staff.

SHERIFF

PROCLAMATION OF LOCAL EMERGENCY

March 6, 2018

RESOLUTION 2018-020

Sheriff Tom Bosenko presented about a local emergency regarding a cache of high explosives located in a storage shed/shop on February 26th, 2018, at 5747 Happy Valley Road. The bomb team removed as much of the materials as they safely could, and they disposed of them off through controlled detonations. There was up to 200 pounds of dynamite in a very deteriorated state that was unsafe to move, as well as some other materials. As a result, a local state of emergency was declared. The Sheriff's office worked with the homeowners, and through County Counsel which obtained a public safety nuisance declaration. The only way to fully dispose of items was to burn them, which took place on March 5, 2018. The team is still onsite going through everything to make sure everything is safe.

In response to questions from Supervisor Kehoe, Sheriff Bosenko explained that the purpose of the resolution is to give the Sheriff's office the ability to issue local road closures and evacuations.

In response to question from Supervisor Rickert, Sheriff Bosenko explained that the cleanup will be the responsibility of the homeowners.

By motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors adopted Resolution 2018-020 which ratifies the Shasta County Director of Emergency Services' February 28, 2018 proclamation of a local emergency and find that there is a need for continuing the local emergency until no longer needed, subject to Government Code 8630(c) review requirements.

(See Resolution Book No. 60)

PUBLIC WORKS

RESOURCE MANAGEMENT

HEALTH AND HUMAN SERVICES AGENCY-PUBLIC HEALTH

**GOSHASTA REGIONAL ACTIVE TRANSPORTATION PLAN
RESOLUTION 2018-021**

Pat Minturn, Director of Public Works presented on the GoShasta Regional Active Transportation Plan: while general transportation plans look at mostly automobile – based, land use, there are also bicycles and pedestrians using non- motorized or alternate transportation lanes. Progress has been made over the years for shoulder-widening projects to improve roadways. This plan was a mandate from the State to prepare so that the County will be eligible for grants and loans, as well as providing the County with direction.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following action regarding the GoShasta Regional Active Transportation Plan (Plan): adopted Resolution 2018-021 which: Finds the Plan exempt from the California Environmental Quality Act (CEQA) in conformance with Section 15061(b) in that it can be seen with certainty that there is no possibility that the Plan may have a significant effect on the environment; finds the Plan consistent with the Shasta County General Plan; finds the Plan in compliance with the provisions of the California Streets and Highways code Chapter 8 of Division 3, et seq.; and approved the Plan.

(See Resolution Book No. 60)

SCHEDULED HEARINGS

PUBLIC HEARING: HOUSING AND COMMUNITY ACTION PROGRAMS

March 6, 2018

RESOLUTION 2018-022
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This was the time set aside to conduct a public regarding the Community Development Block Grant Program Income Reuse. Director of Housing and Community Action Programs Laura Burch presented a staff report. The Notice of Hearing and the Notice of Publication are on file with the Clerk of the Board.

The public hearing was opened, at which time no one spoke for or against the matter, and the public hearing was closed.
BOARD OF SUPERVISORS REGULAR MEETING - March 13, 2018

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions regarding the Community Development Block Grant (CDBG) Program Income Reuse Plan: Conducted a public hearing; closed the public hearing; approved and adopted the Housing Rehabilitation Assistance Program Guidelines; and adopted Resolution 2018-022 which approved and authorized the Director of Housing and Community Action Programs to sign the CDBG Program Income Reuse Agreement for a period five years effective from the date of signing and modifications to the Housing Rehabilitation Assistance Program Guidelines so long as the agreement has been reviewed and approved by County Counsel and otherwise complies with Administrative Policy 6-101, *Shasta County Contracts Manual*.

(See Resolution Book No. 60)

CLOSED SESSION ANNOUNCEMENT

Chairman Baugh announced that the Board of Supervisors would recess to a Closed Session to take the following action:

Conferred with legal counsel to discuss one case of existing litigation, pursuant (Government Code section 54956.9, subdivision (d), paragraph (1)):

Names of Cases: Kenneth F. Niedzwiecki vs. Shasta County Sheriff Department, et al.

10:55 a.m.: The Board of Supervisors recessed to Closed Session.

11:05 a.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

In the matter of *Kenneth Niedzwiecki v. Shasta County Sheriff's Department*, a case involving the alleged negligence in deploying a K-9, the Board of Supervisors, by a 5-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel's Office to assign the defense in this case to Gary Brickwood, Esq.

11:07 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

March 6, 2018

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

BOARD OF SUPERVISORS REGULAR MEETING - March 13, 2018

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

APPROVE AGREEMENT FOR LEGAL SERVICES WITH JOHN H. HAGAR

DEPARTMENT: County Counsel

Supervisory District No. : All

DEPARTMENT CONTACT: James R. Ross, Assistant County Counsel (530) 225-5711

STAFF REPORT APPROVED BY: James R. Ross, Assistant County Counsel

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive agreement with John H. Hagar for \$250 per hour plus miscellaneous expenses with no maximum compensation, to provide legal services beginning October 6, 2017, for five years or until the completion of all cases or matters assigned, and terminates the previous Legal Services Agreement that commenced on October 29, 1991.

SUMMARY

N/A

DISCUSSION

John Hagar has performed legal services and consultation to the County of Shasta since 1991. Mr. Hagar is intimately familiar with jail regulations and operations in general as well as the operations of the Shasta County Jail. His services have been extremely valuable to the County and are expected to continue to be valuable. Mr. Hagar's last rate increase was in December 2001. This agreement is to reflect a rate increase from his current contractual rate of \$175 to \$250. As the current contract was outdated, a new contract was prepared to update the terms and conditions.

ALTERNATIVES

The Board could decline to approve the agreement.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The recommendation has been reviewed by the County Administrative Office.

FINANCING

Claims are paid from the affected department's budget. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Legal Services Agreement	3/1/2018	Legal Services Agreement

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, dated February 27, 2018, is made by and between

COUNTY OF SHASTA, through its
OFFICE OF THE COUNTY COUNSEL
("COUNTY")
and

JOHN H. HAGAR
("FIRM")

WHEREAS, COUNTY desires to contract for professional legal services; and

WHEREAS, FIRM is particularly qualified to perform the required services due to its legal competence and expertise.

NOW, THEREFORE, COUNTY and FIRM agree as follows:

1. **PERIOD OF PERFORMANCE**

This Agreement shall commence October 6, 2017, and shall continue for five years or until the completion of the matter(s) and case(s) identified in this Agreement in Attachment A (and any other matter(s) or cases COUNTY, through its County Counsel, assigns to FIRM as provided in this Agreement), whichever is later, or until this Agreement is terminated pursuant to the provisions of paragraph 6 or paragraph 7.

2. **FIRM'S SERVICES AND RESPONSIBILITIES**

FIRM shall act as counsel to COUNTY and its officers and employees in matters or cases assigned to firm.

FIRM shall make every effort to provide the most cost-effective services possible to COUNTY and shall suggest options and techniques to dispose of cases without unnecessary pleadings or discovery.

FIRM shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.

FIRM shall coordinate with County Counsel in performing services under this Agreement and shall report to COUNTY's Board of Supervisors, or to the County staff, as requested, regarding the matters or cases it is handling.

FIRM shall obtain County Counsel's written approval before retaining any consultant or expert witness.

FIRM shall assist County Counsel in settlement evaluations and negotiations, and shall obtain COUNTY's authority before making any settlement proposal on COUNTY's behalf or to the Court or to any other party to the case(s).

FIRM shall immediately notify County Counsel verbally and in writing when a judgment, verdict or other award is rendered.

FIRM shall provide to County Counsel copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted by another party. FIRM shall also provide copies of all court rulings.

FIRM shall compile and maintain all backup documentation to support all entries included in its billings.

3. **REPORTING REQUIREMENTS**

In order to contain costs, many of FIRM's communications with COUNTY will be by way of telephone calls to County Counsel. However, FIRM shall provide County Counsel, reports or analyses as requested.

4. **COMPENSATION**

A. **Fees**

FIRM shall provide legal services at the following billing rates:

John H. Hagar: \$250.00/hr.

B. **Expenses**

COUNTY shall reimburse FIRM for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. FIRM shall note that COUNTY is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but not be limited to:

- (a) Deposition fees.
- (b) Transcript fees.
- (c) Messenger service.
- (d) Process service.

- (e) Document reproduction by an outside vendor.
- 2. Reimbursable extraordinary expenses shall include charges for which FIRM has obtained County Counsel's prior approval. Such expenses shall include, but not be limited to:
 - (a) Consultants' fees.
 - (b) Expert witnesses' fees.
 - (c) Expenses for travel outside the counties of Shasta and the County in which the case is filed.
 - (d) Investigative services costs.
 - (e) Other expenses approved in advance by County Counsel.
- 3. Non-reimbursable expenses shall include, but not be limited to:
 - (a) Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - (b) Charges for time spent to provide necessary information for COUNTY audits or billing inquiries.
 - (c) Charges for work performed which had not been authorized by COUNTY. Such work shall be a gratuitous effort by FIRM.

5. **BILLINGS AND PAYMENTS**

A. **Billings**

- 1. FIRM shall submit its itemized billing statement monthly to County Counsel; however, FIRM shall provide an interim billing upon request of County Counsel or if outstanding fees and costs exceed \$10,000.
- 2. The original billing statement(s) and one copy shall be submitted to:

County Counsel
1450 Court Street, Suite 332
Redding, California 96001
- 3. Each billing statement shall be itemized in a time reporting format acceptable to COUNTY and shall include original invoices for reimbursement of expenses. FIRM understands that COUNTY's Auditor/Controller will not reimburse FIRM for expenses unless the original invoice is submitted.
- 4. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. FIRM shall make such documentation available to auditors upon request and in accordance with paragraph 11E.

B. **Payments**

1. COUNTY's legal, risk management and accounting staff shall review all billing statements.
2. COUNTY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

6. **TERMINATION**

This Agreement may be terminated in whole or in part at any time COUNTY, in its sole discretion, deems termination to be in its best interest. COUNTY shall terminate services by delivering to FIRM a written Termination Notice specifying the extent to which services are terminated and the effective termination date. FIRM may terminate on sixty (60) days' written notice. During the sixty (60) day notice period, FIRM shall at COUNTY's request, transfer pending files or complete specified services, which may include a final report.

7. **TERMINATION DUE TO CONFLICT OF INTEREST**

If either FIRM or COUNTY determines a matter of professional conflict has arisen which should not or could not be postponed until the conclusion of the litigation, FIRM or COUNTY may give written notice of immediate termination of this Agreement subject to FIRM's duty to provide adequate representation until the appropriate substitutions can be made.

8. **CLOSING REPORT UPON TERMINATION**

Upon COUNTY's request, FIRM shall deliver a *Closing Report* to COUNTY in the format required by COUNTY, after termination of this Agreement.

9. **NOTICES**

Unless COUNTY consents to receipt of notices and required reports via electronic means, all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or FIRM at the addresses below, or at any other address COUNTY or FIRM shall provide in writing to each other:

A. If to COUNTY:

Shasta County Counsel
1450 Court Street, Suite 332
Redding, CA 96001

Copies of reports, but not notices or bills, shall also be sent to:

Shasta County Risk Management
1450 Court Street, Suite 348
Redding, CA 96001

B. If to FIRM:

Law Office of John Hagar
5843 Valle Vista Ct
Granite Bay, CA 95746-8215

10. **ASSIGNMENT**

- A. No part of this Agreement or any right or obligation arising from it is assignable without COUNTY's written consent.
- B. However, FIRM may retain consultants and experts as FIRM deems appropriate after receiving COUNTY's written approval.

11. **STANDARD TERMS AND CONDITIONS**

A. **Indemnification**

- 1. FIRM shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of COUNTY) arising from the negligent acts, willful acts, or errors or omissions of FIRM or any of FIRM's subcontractors, any person employed under FIRM, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY.
- 2. FIRM shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to FIRM's "independent contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.
- 3. For professional services provided under this agreement, FIRM shall indemnify, and hold harmless COUNTY, its elected officials, officers,

employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

4. FIRM shall also, at FIRM's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement.

B. Independent Contractor Status

1. This Agreement is between the COUNTY and FIRM and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and FIRM.
2. FIRM understands and agrees that all FIRM personnel furnishing services to COUNTY under this Agreement are employees solely of FIRM and not of COUNTY for purposes of workers' compensation liability.
3. FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any FIRM personnel for injuries arising from services performed under this Agreement.

C. Governing Laws

This Agreement shall be construed in accordance with the laws of the State of California.

D. Record Retention and Inspection

Within ten (10) days of COUNTY's written request, FIRM shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement. FIRM shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this Agreement unless COUNTY's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later.

E. Communications With COUNTY

FIRM understands that the County Counsel is the legally empowered legal

representative of the COUNTY and its officers and employees and FIRM shall not without specific direction from the County Counsel communicate with, advise or represent the COUNTY, its Board of Supervisors or any other officers or employees.

F. **Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

G. **Waiver**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

12. **CONTRACT DOCUMENTS**

- A. Attachments A is attached and incorporated as part of this Agreement. The attachment is titled as follows:

Attachment A - List of Assigned Matters and Cases

- B. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and FIRM which supersedes all previous written or oral Agreements, and all prior communications between the COUNTY and FIRM relating to the subject matter of this Agreement.

The Agreement between COUNTY and FIRM dated October 29, 1991, with amendments dated September 19, 1996 and December 17, 2002, is terminated upon the execution of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, COUNTY and FIRM have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: _____

ATTEST:

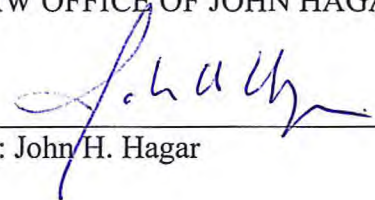
Clerk of the Board of Supervisors
County of Shasta

Les Baugh LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

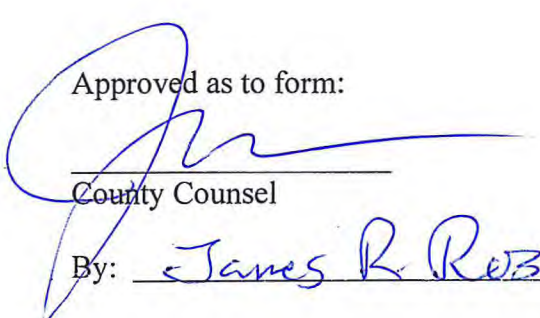
By: _____
Deputy

LAW OFFICE OF JOHN HAGAR

Date: 2/15/18



By: John H. Hagar

Approved as to form:


County Counsel

By: James R. Roberts

RISK MANAGEMENT APPROVAL

BY:  02/27/18
James Johnson
Risk Management Analyst

ATTACHMENT A

LIST OF MATTERS AND CASES ASSIGNED TO FIRM

	Matter or Case Name
	Jewett, et. Al. v. County of Shasta, et al.
	Ongoing Jail Consultation and Advice

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Resolution which amends the Shasta County Personnel Rules, Chapter 14, Leaves of Absence, and Appendix A Forms.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Angela Davis, Director of Support Services, (530) 225-5515

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 14, Leaves of Absence, and Appendix A Forms.

SUMMARY

N/A

DISCUSSION

It is appropriate from time to time to update the Shasta County Personnel Rules in order to clarify language, update sections so they are compliant with state and federal laws, and/or to ensure they correctly reflect business practices that have evolved over time.

The California Code of Regulations (CCR) provides that entitlements to employer-paid group health coverage during Pregnancy Disability Leave (PDL) and California Family Rights Act (CFRA) are separate and distinct entitlements. Chapter 14 has been updated to align with 2 CCR Section 11044. Accordingly, the updates to Chapter 14 of the Personnel Rules will provide that if an eligible employee has her PDL and Family and Medical Leave Act (FMLA) leave run concurrently due to her pregnancy, the County will continue to make its normal premium contribution towards the employee's group health plan while she is on FMLA/ PDL for up to four months in a 12 month period per pregnancy. The employee may also receive an additional twelve weeks of this health insurance benefit during a subsequent CFRA leave for the reason of the birth of her child.

Chapter 14 was also updated for alignments to current processes within the Office of the Auditor-Controller and clerical changes. A redlined version is attached for reference.

Additionally, leave-related forms have been removed from Appendix A of the Personnel Rules as the most current versions of these forms are now available for staff online at the Shasta County Support Services, Personnel intranet and internet websites. No changes were made to the content of the forms.

ALTERNATIVES

The Board may choose to not approve the recommendations in whole or in part; however, this is not recommended as this modification aligns with state regulations pertaining to CFRA, FMLA, and PDL leaves as well as the current business practices of the Office of the Auditor-Controller.

OTHER AGENCY INVOLVEMENT

County Counsel and the Office of the Auditor-Controller have reviewed and concur with this recommendation. The County Administrative Office has reviewed this recommendation. The unions have been notified of the recommendation.

FINANCING

Departments will budget associated expenses in their respective budgets. There is no additional general fund impact from this recommendation.

- cc:
- Larry Lees, County Executive Officer
 - Terri Howat, County Chief Financial Officer
 - Ayla Tucker, Administrative Analyst I
 - Nolda Short, Assistant Auditor-Controller
 - Debra Edwards, Accountant Auditor III-Confidential
 - Shelley Forbes, Assistant Director of Support Services
 - Kari Hallstrom, Personnel Analyst II
 - Melissa Merritt, Agency Staff Services Analyst II- Confidential

ATTACHMENTS:

Description	Upload Date	Description
Resolution	2/27/2018	Resolution
Personnel Rules, Chapter 14 - Redline	2/26/2018	Personnel Rules, Chapter 14 - Redline
Personnel Rules, Chapter 14 - Final	2/26/2018	Personnel Rules, Chapter 14 - Final
Personnel Rules, Appendix A - Redline	3/8/2018	Personnel Rules, Appendix A - Redline
Personnel Rules, Appendix A - Final	3/8/2018	Personnel Rules, Appendix A - Final

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY PERSONNEL RULES,
CHAPTER 14, LEAVES OF ABSENCE, AND APPENDIX A, FORMS,
AND IMPLEMENTING THE PROVISIONS THEREOF**

WHEREAS, periodically the Board of Supervisors, upon the recommendation of staff, amends the provisions of the Personnel Rules, to update various provisions to ensure compliance with Shasta County Code, state and federal laws, to conform to actual County practice, or to address new business needs; and

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules, Chapter 14, Leaves of Absence.

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules, Appendix A, Forms.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapter 14, Leaves of Absence, as attached hereto.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County Of Shasta amends the Shasta County Personnel Rules Appendix A, Forms, as attached hereto.

BE IT FURTHER RESOLVED that all other sections of the Shasta County Personnel Rules remain unchanged.

DULY PASSED AND ADOPTED this 13th of March, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

CHAPTER 14. LEAVES OF ABSENCE

SECTION 14.1. LEAVES OF ABSENCE.

- A. A permanent employee may request a leave of absence of up to one year by submitting a written request for consideration to the appointing authority. Leaves of up to one year require approval of the appointing authority and the Personnel Director, or his/her designee. The Personnel Director, or his/her designee, may grant or deny the requested leave of absence for some or all of the requested period. Requests for leaves of absence shall not be unreasonably denied.
- B. With regard to an employee holding a position deemed by the Personnel Director, or his/her designee, to be a position that must be filled for legitimate business reasons, the absent employee's position may be filled if the Personnel Director, or his/her designee, creates a collateral position and the absent employee is moved into that collateral position. During the period of leave granted to the absent employee, the employee moved to the collateral position shall retain the right to return to an existing position in the employee's department in the class he occupied at the time the leave was granted in a manner otherwise consistent with the procedures set forth in Chapter 17.
- C. Such an appointment is either a provisional appointment or a probationary appointment as described in Chapter 6, depending on whether a complete eligible list exists.
- D. The appointing authority may require the returning employee to submit to a medical examination, if the leave of absence was due to health reasons, in order to demonstrate the employee's fitness to return to duty.

SECTION 14.2. INDUSTRIAL LEAVES OF ABSENCE. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of 26 pay periods. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act. Workers' Compensation benefits shall not be considered as pay when applied to this section.

SECTION 14.3. RELEASE FROM DUTY.

- A. When the best interest of the County requires the immediate removal of the employee from his position, any employee may be released from regularly assigned duties with pay and benefits by the appointing authority for a period not to exceed 80 working hours upon the approval of the Personnel Director, or his/her designee. Upon showing of good cause by the appointing authority, such release from duty may be extended up to an additional 80 work hours by the

Shasta County Personnel Rules (revised ~~3/2009~~3/2018)

Personnel Director or his/her designee.

- B. When an employee who voluntarily participated in a smallpox vaccination or other bioterrorism response or preparedness program is unable to work for up to 24 hours or three work days as a result of the vaccination, the Public Health Director may recommend, subject to the approval of the Personnel Director, or his/her designee, that the employee be released from duty with pay for that period of time. Additional release from duty not to exceed a total of 160 hours may be approved by the Personnel Director, or his/her designee, for other compelling reasons related to bioterrorism preparedness or response.

SECTION 14.4. LEAVE AFFORDED UNDER THE FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA), INCLUDING SERVICEMEMBER FMLA AND THE CALIFORNIA FAMILY RIGHTS ACT (CFRA).

- A. Notices. Shasta County provides eligible employees with the leaves of absence identified in the Federal Family and Medical Leave Act (FMLA), including Servicemember FMLA, and the California Family Rights Act (CFRA). The rights and responsibilities for employers and employees in connection with these leaves are described in the following documents located ~~in the Appendix to the Personnel Rules~~online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites: Employee Rights and Responsibilities Under the Federal Family and Medical Leave Act; Employee Rights and Responsibilities Under the California Family Rights Act and/or Pregnancy Disability Leave Law.
- B. The Leave Policy. Under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), eligible employees may take up to 12 weeks of unpaid Family and Medical Leave within a calendar year and, subject to any defense allowed under the law, be restored to the same or an equivalent position upon the employee's return from leave provided: (1) the employee has worked for the County for at least 12 months, and for at least 1,250 hours in the 12 months immediately preceding the commencement of the leave; and (2) the employee is employed at a worksite that has 50 or more employees within a 75-mile radius.

Except where prohibited by law, FMLA leave and CFRA leave will run concurrently.

- C. Reasons for Leave. An employee may take Family and Medical Leave for any of the following reasons:

1. The birth of a child and to care for or bond with such child;

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2. The placement of a child with the employee for adoption or foster care and to care for or bond with the newly-placed child;
3. To care for a spouse, registered domestic partner, child, or parent ("covered relation") with a serious health condition; or
4. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth, adoption, or placement. In addition, spouses employed by the County who request leave because of reasons "1" or "2" only may take a combined total of 12 weeks leave during any 12-month period.

G.D. Notice of Leave. If an employee's need for Family and Medical Leave is foreseeable, he/she must give the County at least 30 days' prior notice of the need for leave, preferably in writing. If this is not possible or the need for leave is unforeseeable, the employee must at least give notice as soon as practicable (generally either the same day or the next business day after learning of the need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if the employee is planning a medical treatment, he/she must consult with the County first regarding the dates of such treatment.

D.E. Medical Certification and Recertification. If an employee is requesting leave because of his/her own or a covered relation's serious health condition, the employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after the request for leave, if practicable. Medical certification forms are located in the Forms Section of the Personnel Rules online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites. If the employee provides at least 30 days' notice before the commencement of the leave, he/she should provide the medical certification before leave begins. Failure to timely provide a complete and clear medical certification may be grounds for delay or denial of leave, or for non- designation of the leave as either FMLA or CFRA leave.

The County, at its expense, may require an examination by a second health care provider designated by the County, if it reasonably doubts the medical certification the employee initially provides for his or her own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the County, at its expense, may, but is not required to, retain a third, mutually agreeable, health care provider to conduct an

examination and provide a final and binding opinion.

The County may require a new medical certification annually if a serious health condition continues beyond one calendar year. The County may also require recertification under certain circumstances, such as when a current certification expires, upon request for an extension of the leave, after the expiration of the anticipated minimum duration of the serious health condition, if circumstances have changed, ~~or~~ at six (6) month intervals for certain conditions, or as the law may otherwise allow or require. Failure to timely provide (within 15 days if practicable) a complete and clear medical certification may be grounds for delay or denial of leave, or for non- designation of the leave as either FMLA or CFRA leave.

~~E.F.~~ Reporting While on Leave. If an employee takes leave because of his/her own serious health condition or to care for a covered family relation, the employee must contact the County as directed regarding the status of the condition and his/her intention to return to work. In addition, the employee must give reasonable notice (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

~~F.G.~~ Pay Status. Family and Medical Leave is unpaid leave unless an employee has accrued leave balances (including compensatory time off, administrative leave, holiday credit, vacation, and sick leave). Where the employee has accrued leave balances, the following will apply:

1. Where the leave is for Reasons (1) or (2) in Section 14.4(C), the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave.
2. Where the leave is for Reason (4) in Section 14.4(C), the employee must use accrued personal sick leave, vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave.
3. Where the leave is for Reason (3) in Section 14.4(C), the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave. The employee also has the option, but is not required, to use accrued family sick leave.
4. However, if an employee is receiving wage replacement benefits including, but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL) insurance, or workers' compensation payments, while taking FMLA/CFRA leave, the employee will not be required to coordinate accrued leave balances with these benefits unless he/she so chooses. An employee must notify Payroll immediately if/when

he/she receives wage replacement benefits and if he/she wishes accrued leave to be coordinated with these benefits.

The substitution of paid leave for unpaid leave does not extend the maximum 12-week leave period. Further, in no case may the substitution of paid leave for unpaid leave, or coordinating leave balances with wage replacement benefits, result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, he/she may still be eligible for unpaid Family and Medical Leave. An employee will not earn any additional paid time off during the unpaid portion of his/her leave.

G.H. Medical and Other Benefits. The County will continue to make its normal premium contribution towards an employee's group health plan while he/she is on FMLA or CFRA leave for up to 12 weeks in a 12 month period.

1. The employee must pay his/her normal share of the premium, for himself/herself and his/her dependents, in order to maintain health benefits. If the employee is in a pay status, his/her portion of the premium will be deducted from his/her paycheck. If the employee is not in a pay status, his/her premium payment must reach the Payroll Division of the Auditor's Office by the first of the month.
2. After twelve weeks, if the employee is not in a pay status but has been granted additional leave, he/she may continue to participate in the group health plan, without interruption, by paying the full premium amount ~~to the Auditor's Office~~ by the first of the month. The employee is responsible to contact the Auditor's Office to determine if payment must be paid directly to the Auditor's Office and/or directly to the insurance provider. An employee has a minimum 30-day grace period in which to make premium payments.
3. If payment is not made timely, the employee's group health insurance may be canceled, provided the employee is notified in writing at least 15 days before the date that his/her health coverage will lapse.
4. If an employee does not return to work following his/her leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle him/her to FMLA or CFRA leave, or other circumstances beyond the employee's control, he/she may be required to reimburse the County for its share of health insurance premiums paid on the employee's behalf during his/her FMLA/CFRA leave.

- a. With respect to CFRA leave, an employee is deemed to have failed to return from leave if he/she works less than 30 days after returning from CFRA leave. An employee who retires during CFRA leave or during the first 30 days after returning is deemed to have returned from leave.

H.I. Intermittent and Reduced Schedule Leave. Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours an employee works per workweek or workday) if there is a medical need for the leave, and if that need can be best accommodated through an intermittent or reduced leave schedule. Employees also may be eligible for certain intermittent leave or reduced schedule leave for birth or placement of a child if the County agrees to such leave.

For salaried employees the County may reduce an employee's salary based on the amount of time actually worked. An employee may use accrued leave balances to make up the difference.

In addition, if the employee needs leave intermittently or on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the County's operations.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee, a family member, or a covered servicemember, or if the County agrees to permit intermittent or reduced schedule leave for the birth or placement of a child, the County may temporarily transfer him/her to an available alternative position for which the employee is qualified that better accommodates his/her recurring leave and has equivalent pay and benefits.

H.J. Returning from Leave.

1. Return to Work Certification. If an employee takes leave because of his/her own serious health condition (except if the employee is taking intermittent or reduced schedule leave), he/she cannot return to work until the employee provides the County with a return-to-work medical certification form from his/her health care provider that states he/she is fit to return to work (and listing any limitations or restrictions on his/her ability to perform the essential functions of his/her former position). No employee will be permitted to resume work until a return-to-work medical certification is provided.

2. Return to Work Certification In Connection With Intermittent Leave or

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Reduced Schedule Leave. The County is entitled to a certification of fitness to return to duty for absences taken on an intermittent or reduced leave schedule once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave. The term "reasonable safety concerns" means a reasonable belief of significant risk of harm to the individual employee or others.

3. Reinstatement. Under most circumstances, an employee who returns from a Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave.

J.K. Servicemember Family and Medical Leave. The federal Family and Medical Leave Act provides eligible employees time off from work for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements the County's current FMLA policy and provides general notice of an employee's rights to Servicemember FMLA. Except as mentioned below, an employee's rights and obligations with respect to Servicemember FMLA are governed by the existing FMLA policy (as previously described) to the extent it is applicable.

1. Leave Entitlement. Servicemember FMLA provides eligible employees with unpaid leave for either of the following reasons:

- a. Qualifying Exigency. A "qualifying exigency" arising out of the fact that a spouse, parent or child of the employee is on covered active duty or has been notified of an impending call or order to covered active duty.

- i. The term "covered active duty" means either of the following:

- (1) If the spouse, parent or child is a member of the regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country;
- (2) If the spouse, parent, or child is a member of a reserve component of the Armed Forces, duty during the deployment of the member

with the Armed Forces to a foreign country under a call or order to active duty.

- ii. An eligible employee may take FMLA leave for any of the following "qualifying exigencies:"

- (1) Short notice deployment (fewer than seven (7) days' notice),

- (2) Military events and related activities,

- (3) Childcare and school activities,

- (4) Financial and legal arrangements,

- (5) Counseling,

- (6) Rest and recuperation,

- (7) Post-deployment activities, and

- (8) Other additional activities to address events that arise out of the covered military member's covered active duty or call to covered active duty.

- b. To Care for a Covered Servicemember. To care for an employee's spouse, parent, child or next of kin who is an ill or injured covered servicemember.

- i. The term "ill or injured covered servicemember" means either of the following:

- (1) A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for an injury or illness that was incurred in the line of duty while on active duty in the Armed Forces (or existed before the beginning of active duty and was aggravated by service in the line of duty on active duty in the Armed Forces), and that may render the family member medically

unfit to perform the duties of the member's office, grade, rank or rating.

(2) A veteran who:

- a. Is undergoing medical treatment, recuperation, or therapy, for a qualifying (as determined by the U.S. Secretary of Labor) injury or illness that was incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran; and
- b. Was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy

2. Duration of Servicemember FMLA.

- a. Qualifying Exigency When leave is due to a "qualifying exigency," an eligible employee may take up to 12 workweeks of leave during a calendar year. However, unless another covered reason applies, leave because of "short-notice" deployment may not exceed seven (7) calendar days, beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation.
- b. To Care for a Covered Servicemember. When leave is to care for an injured or ill servicemember, an eligible employee may take up to 26 workweeks of leave during a single 12-month period for that purpose. The 12-month period is measured forward from the first day of leave.

Any portion of the 26 workweeks of leave remaining at the

end of the single 12- month period is forfeited.

An eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

When an eligible employee takes leave to care for more than one covered servicemember or for a subsequent serious injury or illness of the same covered servicemember, and the "single 12-month periods" corresponding to the different leave entitlements overlap, the employee is limited to taking no more than 26 workweeks of leave in each "single 12-month period."

An eligible employee may take leave to care for an injured or ill servicemember and may also take other Family and Medical-qualifying leave during a single 12- month period. However, the leave for other Family and Medical qualifying reasons cannot exceed 12 work weeks and the total amount of all leaves may not exceed 26 workweeks in a single 12-month period.

If an employee and his/her spouse both work for the County, their combined leave can be limited to 26 weeks in a single 12-month period if the leave is taken for (1) birth of the employee's son or daughter or to care for the child after birth; (2) for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; (3) to care for the employee's parent with a serious health condition; or (4) to care for a covered servicemember with a serious injury or illness.

Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law, including, but not limited to, CFRA leave and the leave described in Section 14.7 (Leave for Spouses and Registered Domestic Partners of Persons Serving in the Military).

If leave to care for a covered servicemember is taken concurrently with leave for another FMLA-qualifying reason,

the leave will first be designated as servicemember leave. Leave that qualifies under the FMLA as both (1) leave to care for a covered servicemember and (2) leave to care for a family member with a serious health condition during the single 12-month period will not be designated and counted as both FMLA leave to care for a covered servicemember and FMLA leave to care for a family member with a serious health condition. It will be designated as FMLA leave to care for a covered servicemember.

3. Notice of Need for Servicemember FMLA. An employee must provide as much advance notice as practicable of his/her need for Servicemember FMLA. If the leave is for the planned medical treatment of a covered servicemember, the employee must provide 30 days' advance notice, unless such notice is not practicable. If 30 days' notice is not practicable, the employee must provide notice as soon as is practicable.

- 3.4. Certification. If an employee is requesting leave for a "qualifying exigency," the County may require him/her to provide a copy of the covered servicemember's active duty orders or other documentation verifying the covered servicemember is on active duty or has been called to active duty to support a contingency operation, and the dates of active service. The County may also require the employee to provide a certification verifying eligibility for leave.

If an employee is requesting leave to care for a covered servicemember, the County may require him/her to provide a medical certification from an authorized health care provider verifying certain information regarding the covered servicemember and his or her injury or illness. For purposes of this certification, the term "health care provider" includes: (a) a United States Department of Defense health care provider; (b) a United States Department of Veterans Affairs health care provider; (c) a United States Department of Defense TRICARE network authorized private health care provider; or (d) a United States Department of Defense non-network TRICARE authorized health care provider.

5. Verification. If an employee requests leave because of a "qualifying exigency," the County may contact the Department of Defense to verify the covered servicemember is on or has been called to duty. Additionally, if the employee is taking leave to meet with a third party, the County may contact the third party to verify the meeting

and its purpose.

6. Pay Status. Servicemember FMLA is unpaid leave unless an employee has accrued leave balances (including compensatory time off, administrative leave, holiday credit, vacation, and sick leave). Where the employee has accrued leave balances, the following will apply:

- a. Where the leave is for a qualifying exigency, the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave.
- b. Where the leave is to care for a covered servicemember, the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave. The employee also has the option, but is not required, to use accrued family sick leave.
- c. However, if an employee is receiving wage replacement benefits including, but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL) insurance, or workers' compensation payments, while taking Servicemember FMLA, the employee will not be required to coordinate accrued leave balances with these benefits unless he/she so chooses. An employee must notify Payroll immediately if/when he/she receives wage replacement benefits and if he/she wishes accrued leave to be coordinated with these benefits.

The substitution of paid leave for unpaid leave does not extend the maximum leave period. Further, in no case may the substitution of paid leave for unpaid leave, or coordinating leave balances with wage replacement benefits, result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, he/she may still be eligible for unpaid Servicemember FMLA. An employee will not earn any additional paid time off during the unpaid portion of his/her leave.

7. Medical and Other Benefits. The County will continue to make its normal premium contribution towards an employee's group health plan while he/she is on Servicemember FMLA.

- a. The employee must pay his/her normal share of the premium, for himself/herself and his/her dependents, in order to maintain health benefits. If the employee is in a pay status, his/her portion of the premium will be deducted from his/her paycheck. If the employee is not in a pay status, his/her premium payment must reach the Payroll Division of the Auditor's Office by the first of the month.
- b. After expiration of the FMLA leave entitlement, if the employee is not in a pay status but has been granted additional leave, he/she may continue to participate in the group health plan, without interruption, by paying the full premium amount ~~to the Auditor's Office~~ by the first of the month. The employee is responsible to contact the Auditor's Office to determine if payment must be paid directly to the Auditor's Office and/or directly to the insurance provider. An employee has a minimum 30-day grace period in which to make premium payments.
- c. If payment is not made timely, the employee's group health insurance may be canceled, provided the employee is notified in writing at least 15 days before the date that his/her health coverage will lapse.
- d. If an employee does not return to work following his/her Servicemember FMLA leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle him/her to FMLA leave, or other circumstances beyond the employee's control, he/she may be required to reimburse the County for its share of health insurance premiums paid on the employee's behalf during his/her Servicemember FMLA leave.

SECTION 14.5 PREGNANCY DISABILITY LEAVE/REASONABLE ACCOMMODATION.

- A. Notice. Shasta County complies with the Pregnancy Disability Leave (PDL) and reasonable accommodation provisions of the California Fair Employment and Housing Act (FEHA). The rights and responsibilities for employers and employees in connection with PDL are described in the following document located online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (http://intranet/shasta-county) websites: in the Appendix to the Personnel Rules: Employee Rights and Responsibilities Under the California Family Rights Act, and/or Pregnancy Disability Leave Law.

- B. Pregnancy Disability Transfer & Reasonable Accommodations. The County will provide reasonable accommodations for a female employee for conditions related to pregnancy, childbirth, or related medical conditions, if she so requests, with the advice of her health care provider. This includes, but is not limited to, temporarily transferring a pregnant female employee to a less strenuous or hazardous position or to less strenuous or hazardous duties for the duration of her pregnancy, if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated.
- C. Pregnancy Disability Leave. If a female employee is disabled by pregnancy, childbirth or related medical conditions, or needs to take time off for prenatal care, she is entitled to take an unpaid pregnancy disability leave of up to four months for the period of time she is actually disabled.
1. A "four month leave" means the number of days the employee would normally work within four months. For a full time employee who works five eight- hour days per week, "four months" means 88 eight-hour days of leave entitlement. For employees who work more or less than five days a week, or who work on alternative work schedules, the number of working days which constitutes "four months" is calculated on a pro rata or proportional basis.
 2. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's health care provider.
 3. A pregnancy disability leave contains a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- D. Notice. If an employee's need for a pregnancy disability leave or transfer is foreseeable, she must give the County at least 30 days' prior notice of the need for leave or transfer, preferably in writing. If this is not practicable or the need for leave is unforeseeable, the employee must at least give notice as soon as practicable (generally either the same day or the next business day after learning of the need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, the employee must consult with the county and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to County operations. Any such scheduling will be subject to the approval of the employee's health care provider.
- E. Medical Certification & Recertification. In connection with a request for a pregnancy disability leave or transfer, the employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after the request for leave, if practicable. A medical certification form is located ~~in the Forms Section of the Personnel Rules~~online at the Shasta County Support Services, Personnel internet

| www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites. If the employee provides at least 30 days' notice before the commencement of the leave, he/she should provide the medical certification before leave begins. Failure to timely provide a complete and clear medical certification may be grounds for delay or denial of the leave or transfer, or for non-designation of the leave as Pregnancy Disability Leave.

1. The certification indicating disability necessitating a leave should contain:
 - a. The date on which the woman became disabled due to pregnancy.
 - b. The probable duration of the period or periods of disability, and
 - c. An explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
2. The certification indicating the medical advisability of a transfer should contain:
 - a. The date on which the need to transfer became medically advisable,
 - b. The probable duration of the period or periods of the need to transfer, and
 - c. An explanatory statement that, due to the woman's pregnancy, the transfer is medically advisable.

Upon the expiration of the time period which the health care provider originally estimated that the employee needed, the County may require the employee to obtain recertification if additional time is requested by the employee.

F. Pay Status. Pregnancy Disability Leave is unpaid leave unless an employee has accrued leave balances (including compensatory time off, administrative leave, holiday credit, vacation, and sick leave). Where the employee has accrued leave balances, the following will apply:

1. The employee must use accrued sick leave. The employee also has the option, but is not required, to use vacation and other accrued leave balances.

2. However, if an employee is receiving wage replacement benefits including, but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL) insurance, or workers' compensation payments, while taking Pregnancy Disability Leave, the employee will not be required to coordinate accrued leave balances with these benefits unless he/she so chooses. An employee must notify Payroll immediately if/when she receives wage replacement benefits and if she wishes accrued leave to be coordinated with these benefits.

The substitution of paid leave for unpaid leave does not extend the maximum leave period. Further, in no case may the substitution of paid leave for unpaid leave, or coordinating leave balances with wage replacement benefits, result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, she may still be eligible for unpaid Pregnancy Disability Leave. An employee will not earn any additional paid time off during the unpaid portion of his/her leave.

- G. Relationship with CFRA Leave. If an employee is eligible for a Pregnancy Disability Leave and for a CFRA leave, the County will not run Pregnancy Disability Leave concurrently with a CFRA leave. An eligible employee may be able to take both a Pregnancy Disability Leave and a subsequent CFRA leave for the reason of the birth of her child.

However, if the employee is eligible for a Pregnancy Disability Leave and for an FMLA leave, the County will run the Pregnancy Disability Leave concurrently with the FMLA leave.

~~H. Medical and Other Benefits. The County will maintain and pay for group health coverage for an employee on approved Pregnancy Disability Leave for up to four (4) months over the course of a 12-month period per pregnancy, beginning on the date that the leave begins and at the same level and under the same conditions as if the employee had not taken leave. To the maximum extent and period of time allowable by law, such Pregnancy Disability Leave shall be simultaneously designated as FMLA leave. Where an eligible employee has her Pregnancy Disability Leave and FMLA leave run concurrently due to her pregnancy, the County will continue to make its normal premium contribution towards the employee's group health plan while she is on FMLA/ Pregnancy Disability Leave, for up to 12 weeks in a 12-month period. The employee may receive up to an additional twelve weeks of this health insurance benefit during a subsequent CFRA leave for the reason of the birth of her child.~~

~~I.H.~~

1. The employee must pay her normal share of the premium, for herself and her dependents, in order to maintain health benefits.

a. If the employee is in a pay status, her portion of the premium will be

deducted from her paycheck.

~~a.b. If the employee is not in a pay status, the employee is responsible to contact the Auditor Controller's office to determine if payment must be made directly to the Auditor's Office by the first of the month and/or directly to the insurance provider per the provider's timeliness requirements. her premium payment must reach the Payroll Division of the Auditor's Office by the first of the month.~~

2. After ~~twelve weeks~~ all eligible protected FMLA, Pregnancy Disability Leave, and CFRA leave has been exhausted, if the employee is not in a pay status, she may continue to participate in the group health plan, without interruption, by paying the full premium amount ~~to the Auditor's Office~~ by the first of the month. ~~The employee is responsible to contact the Auditor's Office to determine if payment must be paid directly to the Auditor's Office and/or directly to the insurance provider.~~ An employee has a minimum 30-day grace period in which to make premium payments.
3. If payment is not made timely, the employee's group health insurance may be canceled, provided the employee is notified in writing at least 15 days before the date that his/her health coverage will lapse.
4. If an employee does not return to work following her leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle her to FMLA, CFRA, or Pregnancy Disability Leave, or other circumstances beyond the employee's control, she may be required to reimburse the County for its share of health insurance premiums paid on the employee's behalf during her FMLA, CFRA, or Pregnancy Disability Leave.
 - a. With respect to CFRA leave, an employee is deemed to have failed to return from leave if he/she works less than 30 days after returning from CFRA leave. An employee who retires during CFRA leave or during the first 30 days after returning is deemed to have returned from leave.]
- ~~4. If the employee receives twelve weeks of this health insurance benefit during her FMLA/Pregnancy Disability Leave, the employee will not receive an additional twelve weeks of this health insurance benefit during a subsequent CFRA leave for the reason of the birth of her child.~~

SECTION 14.6. MILITARY LEAVE OF ABSENCE POLICY. This policy is a restatement of the

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provisions of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code as they relate to leaves of absence for military duty. This policy is intended to describe in lay terms the conditions and benefits of military leaves of absence as prescribed by federal and state law. There is no intention to create any rights or benefits in addition to those in the law except as described in Section 14.6.1. There is also no intention to deprive the County of any defenses as allowed by state or federal law. Where there may be a conflict or question of interpretation or change, the actual language of the law applies.

- A. Definition of "Military Duty Leave of Absence": Except as otherwise noted in this section, the term "military duty leave of absence" is defined as a leave of absence from County employment to engage in the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a period for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by federal law.
- B. Right of Reemployment from Military Duty Leave of Absence. An employee returning from a military duty leave of absence who is otherwise entitled to reemployment under state and federal law, shall be promptly reemployed as follows:
 1. Service of less than 91 days in the uniformed services:
 - a. Employee shall be reemployed in the position that he would have attained if he had been continuously employed, so long as he is qualified for the position or can become qualified after reasonable efforts by the County to qualify the person.
 - b. If the employee is not qualified for the position mentioned in subsection 14.6.B.1.a above, the employee shall be reemployed in the position of employment in which the employee was employed on the date of the commencement of the service in the uniformed services.
 2. Service for more than 90 days in the uniformed services:
 - a. Employee shall be reemployed in the position that he would have attained if he had been continuously employed, or a position of like seniority, status and pay, so long as he is qualified for the position or can become qualified after reasonable efforts by the County to qualify the person.

- b. If the employee is not qualified for the position(s) mentioned in subsection 14.6.B.2.a above, the employee shall be reemployed in the position of employment in which the employee was employed, or, if such position has ceased to exist, a position of like seniority, status, and pay, the duties of which the employee is qualified to perform.

3. Employees With Disabilities

In the case of an employee who has a disability incurred in, or aggravated during service in the uniformed services and who (after reasonable efforts by the County to accommodate the disability) is not qualified due to such disability to be employed in the position that he or should would have attained if he had remained continuously employed:

- a. The employee shall be reemployed in any other position which is equivalent in seniority, status, and pay, the duties of which the person is qualified to perform or would become qualified to perform with reasonable efforts by the County; or
- b. If not employed under subsection 14.6.B.3.a above, in a position which is the nearest approximation to a position referred to in subsection 14.6.B.3.a above, in terms of seniority, status, and pay consistent with the circumstances of each person's case.

4. Employees No Longer Qualified for Reemployment Positions

In the case of an employee who is not qualified for the employment positions stated under subsection 14.6.B.1 or subsection 14.6.B.2 above, and cannot become qualified with reasonable efforts by the County for such employment positions:

- a. The employee shall be reemployed in any other position which is the nearest approximation to, first, the position of employment that he would have attained if he had remained continuously employed, and then, to the position that he held at the time he commenced service in the uniformed services, which such employee is qualified to perform, with full seniority.

5. Temporary or Seasonal Positions

As a general rule, the County is not required to reemploy an employee if the employment he left to serve in the uniformed

services was for a brief, nonrecurrent period and there is no reasonable expectation that the employment would have continued indefinitely or for a significant period.

C. Health Insurance Benefits

1. An employee on a military duty leave of absence for less than 31 days shall have his health insurance benefits continue with the County paying its regular share and the employee paying his regular share for such coverage.
2. An employee on a military duty leave of absence for 31 days or more may elect to continue coverage, including coverage for any dependents, for up to a 24 month period and may not be required to pay more than 102% of the full premium.

D. Pension Benefits

An employee reemployed from a military duty leave of absence shall be credited with time spent on a military duty leave of absence for purposes of retirement (in accordance with the California Public Employees' Retirement System laws and policies.)

E. Accrual of Leaves and Use of Accrued Leaves

1. Except as otherwise provided in this Chapter, an employee shall not accrue vacation, sick leave, or other paid leaves, during the period he is on a military duty leave of absence.
2. An employee is permitted to use appropriate accrued leave balances while on a military duty leave of absence. However, the County does not require an employee to use accrued leave balances while on a military duty leave of absence.

F. Salary or Compensation While On a Military Duty Leave of Absence

Except as otherwise provided in this Chapter, the County shall not pay the employee his regular salary or compensation while on a military duty leave of absence.

G. Benefits and Obligations Upon Reemployment

1. An employee who is reemployed from a military duty leave of absence is entitled to the seniority and other rights and benefits determined by seniority that the employee had on the date he commenced service in the uniformed services, plus the additional seniority and rights and

benefits that such person would have attained if the person had remained continuously employed.

2. An employee who is reemployed from a military duty leave of absence is entitled to such other rights and benefits not determined by seniority as are generally provided by the County to employees having similar seniority, status, and pay who are on a comparable leave of absence under a County Personnel Rule or applicable provision of an MOU in effect at the commencement of such service in the uniformed services or established while such person performs such service. An employee shall not be entitled to any benefits under this subsection to which the employee would not otherwise be entitled if the employee had remained continuously employed.
 - a. To the extent required by state and federal law, an employee shall be credited with time spent on a military duty leave of absence for purposes of promotion and merit salary increases.
 - b. To the extent required by state and federal law, the employee shall be placed on the step in the salary range that would have been attained had the employee not entered into military service.
3. If an employee is serving a probationary period at the time he commences a military duty leave of absence, the employee's probationary period shall be extended by the length of the absence.
4. USERRA provides that an employee who is reemployed from a military duty leave of absence shall not be discharged from such employment except for cause:
 - a. Within one year after the date of such reemployment, if the person's period of uniformed service before the reemployment was more than 180 days; or
 - b. Within 180 days after the date of such reemployment, if the person's period of uniformed service before the reemployment was more than 30 days but less than 181 days.
5. Subsection 14.6.G.4 above serves only to provide notice of the USERRA provisions and does not confer any substantive rights on employees beyond what is provided for in USERRA. It does not create a "property interest" in employment and it does not confer any "due process" rights or appeal rights on employees.

~~G.H.~~ Paid Temporary Military Duty Leave of Absence - This is defined as a leave of absence from County employment to engage in ordered military duty (exclusive of inactive duty training, such as drills or regularly scheduled weekend meetings) for a period not to exceed 180 calendar days, including travel time, for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or Armed Forces of the United States, or the National Guard, or the Naval Militia.

1. The following shall apply to any Paid Temporary Military Duty Leave of Absence:

a. Eligibility-To be eligible for a Paid Temporary Military Duty leave of absence, employees must meet the following requirements:

- i. Be a regular employee, occupying a regularly budgeted position and working a minimum of 20 hours per week (extra help employees are not eligible for such leave).
- ii. Have been employed by the County for not less than one year immediately prior to the date upon which leave begins (time previously spent by the employee in recognized military service shall be used in computing the one year of employment).

b. Effect on Compensation/Benefits - During an approved Paid Temporary Military Duty Leave of Absence, employees shall:

- i. Be entitled to receive their regular salary and compensation as County employees for the first 30 calendar days of such leave in any one fiscal year.
- ii. Accrue the same vacation, sick leave and holiday privileges they would have enjoyed had they not been absent. The right to accrue vacation, sick leave, and holiday privileges will also apply to a period of ordered inactive duty training that does not exceed 180 calendar days.

~~H.I.~~ Inactive Duty Training Such as Weekend Drills or Regularly Scheduled Meetings - Employees who are required to attend inactive duty training, such as monthly weekend drills and/or regularly scheduled meetings, that coincide with their regular working days, shall have the option of using any previously earned vacation or compensatory time, or being placed on voluntary time off without pay for such periods of time.

14.6.J. Paid Regular Active Military Duty Leave - This is defined as a leave of absence for full-time military service as a result of being ordered into active duty as a member of the Reserves, National Guard or Naval Militia or as a result of induction, enlistment or otherwise being ordered or called into active duty as a member of the Armed Forces of the United States. The following shall apply to any Paid Regular Active Military Duty Leave:

1. Eligibility - To be eligible for a Paid Regular Active Military Duty Leave of Absence, an employee must:
 - a. Have been employed by the County for not less than one year immediately prior to the date upon which the leave begins (National Guard members called into service during a state of extreme emergency proclaimed by the Governor are not required to meet the one year service requirement).
2. Effect on Compensation/Benefits - During an approved Paid Regular Active Military Duty Leave, employees shall:
 - a. Be entitled to receive their regular salary and compensation as County employees for the first 30 calendar days of such leave in any one fiscal year. However, National Guard members called into service during a state of extreme emergency proclaimed by the Governor may receive their regular salary and compensation for the first 30 calendar days of any declared emergency in the state regardless of the number of emergencies declared during a fiscal year.
 - b. Not be entitled to sick leave, vacation or other salary and compensation during the period of active military service. However, National Guard members called into service during a state of extreme emergency proclaimed by the Governor shall be entitled to accrue vacation and holiday privileges, but not sick leave, for the first 30 calendar days of such leave.

14.6.K. Maximum Salary or Compensation Allowance

Except as otherwise provided in this Chapter, no more than the pay for a period of 30 calendar days shall be allowed under the provisions of subsections 14.6.H (Paid Temporary Military Duty Leave of Absence) and 14.6.J (Paid Regular Active Military Duty Leave) for any one military leave of absence or during any one fiscal year. However, National Guard members called into service during a state of extreme emergency proclaimed by the Governor may receive their regular salary and compensation for the first 30 calendar days of any declared emergency in the state regardless of the number of emergencies declared during a fiscal year.

~~K-L.~~ Military Duty Orders - It shall be the responsibility of the employee concerned to provide his immediate supervisor with a copy of the orders specifying a tour of military duty for the employee. These orders shall be presented in sufficient time, if possible, prior to the start of the military duty tour, to permit review for the eligibility, obtaining required approvals, and the processing of paperwork for a leave of absence. (See Jury Duty/Military Leave form online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites.) ~~in appendix~~
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SECTION 14.6.1. TEMPORARY AMENDMENT TO SECTION 14.6., MILITARY LEAVE OF ABSENCE POLICY.

On November 13, 2001, the Shasta County Board of Supervisors temporarily amended Section 14.6, MILITARY LEAVE OF ABSENCE POLICY, of the Shasta County Personnel Rules as follows:

For regular County employees called to temporary or regular active military duty on or after September 11, 2001 in response to the acts of terrorism that were inflicted upon the United States that day or the war on global terrorism that have been proclaimed by the President of the United States, the requirement for one year of County service as referenced in 14.6 A 1 a (2) [Paid Temporary Military Duty Leave (See Now subsection 14.6.H.1.a.(2))] and 14.6 B 1 b [Paid Regular Active Military Duty Leave (See Now subsection 14.6.J.1.b)] is waived, and said employees will receive supplemental compensation equivalent to the difference between their regular County and military pay for up to 365 calendar days for qualified military service in addition to the 30 days of regular salary referenced in 14.6 A 1 b (1) [See Now subsection 14.6.H.1.b.(1)] and 14.6 B 2 a [See Now subsection 14.6.J.2.a].

This amendment does not bestow any additional benefits to qualified employees other than supplemental compensation as described herein. This supplemental compensation is not intended to be paid leave time, but rather a special stipend attached to military pay. PERS does not accept this supplemental compensation to be considered for contributions toward the PERS retirement plan. Payroll will develop procedures for employees to follow so they will receive special compensation concurrently with military pay. This temporary amendment does not affect any other benefits provided for under the Military Leave of Absence Policy or any requirements for receiving such benefits.

This temporary amendment (Section 14.6.1) will sunset as of July 1, 2003 unless the Board of Supervisors acts to suspend it earlier than that date or to extend it beyond that date. Employees on military leave subject to this amendment on or before June 30, 2003 will continue to receive supplemental compensation until their qualified military service ceases or they exhaust their 365 calendar days of supplemental compensation, whichever comes first.

On May 13, 2003, the Shasta County Board of Supervisors extended the term of this temporary

amendment to July 1, 2004. On June 22, 2004, the Shasta County Board of Supervisors extended the term of this temporary amendment to July 1, 2007. On December 18, 2007, the Shasta County Board of Supervisors approved the continuation of this benefit retroactive to July 1, 2007, and extended the term of this temporary amendment to July 1, 2010. On November 9, 2010, the Board reauthorized this temporary amendment for the period July 1, 2010 up to July 1, 2012.

SECTION 14.7. LEAVE FOR SPOUSES AND REGISTERED DOMESTIC PARTNERS OF PERSONS SERVING IN THE MILITARY.

This policy is designed to implement California law providing that spouses and registered domestic partners of members of the Armed Forces, National Guard, or Reserves, be allowed to take up to 10 days of unpaid leave when their respective spouses and registered domestic partners are on leave from deployment during a period of military conflict.

A. Employees Qualified for Leave. To be qualified for leave, an employee must meet the following criteria:

1. The employee must be the spouse or a registered domestic partner of a person who is any of the following:
 - a. A member of the Armed Forces of the United States who has been deployed during a period of military conflict in an area designated as a combat theater or combat zone by the President of the United States.
 - b. A member of the National Guard who has been deployed during a period of military conflict.
 - c. A member of the Reserves who has been deployed during a period of military conflict.
2. The employee must perform service for the County for an average of 20 or more hours per week.
3. The employee must provide his/her Department Head, or his/her designee, with notice, within two business days of receiving official notice that his spouse or registered domestic partners will be on leave from deployment, of his intention to take the leave provided for in this section.
4. The employee must submit written documentation to his/her Department Head, or his/her designee, certifying that his spouse or registered domestic partner will be on leave from deployment during the time off provided for in this section is requested.

B. Amount of Leave

1. A qualified employee shall be allowed to take up to ten days of unpaid leave during a period when his spouse or registered domestic partner is on leave from deployment during a period of military conflict.
2. This section shall not affect or prevent a qualified employee from taking a leave that he is otherwise entitled to take.
3. The employee may use appropriate accrued leave balances concurrently with the leave provided for in this section. The County may also require the employee to use appropriate accrued leave balances concurrently with the leave provided for in this section.

C. No Retaliation

A qualified employee shall not be subject to retaliation for requesting or taking the leave provided for in this section.

SECTION 14.8. RETURN FROM LEAVE. An employee shall notify the Department Head, or his/her designee, as soon as possible in advance of an anticipated early return from leave. No employee shall be permitted to return from leave due to illness or injury without proper medical clearance. Written notification shall be made to the Personnel Director, or his/her designee, by the Department Head, or his/her designee, of return from leave or failure to return.

CHAPTER 14. LEAVES OF ABSENCE

SECTION 14.1. LEAVES OF ABSENCE.

- A. A permanent employee may request a leave of absence of up to one year by submitting a written request for consideration to the appointing authority. Leaves of up to one year require approval of the appointing authority and the Personnel Director, or his/her designee. The Personnel Director, or his/her designee, may grant or deny the requested leave of absence for some or all of the requested period. Requests for leaves of absence shall not be unreasonably denied.
- B. With regard to an employee holding a position deemed by the Personnel Director, or his/her designee, to be a position that must be filled for legitimate business reasons, the absent employee's position may be filled if the Personnel Director, or his/her designee, creates a collateral position and the absent employee is moved into that collateral position. During the period of leave granted to the absent employee, the employee moved to the collateral position shall retain the right to return to an existing position in the employee's department in the class he occupied at the time the leave was granted in a manner otherwise consistent with the procedures set forth in Chapter 17.
- C. Such an appointment is either a provisional appointment or a probationary appointment as described in Chapter 6, depending on whether a complete eligible list exists.
- D. The appointing authority may require the returning employee to submit to a medical examination, if the leave of absence was due to health reasons, in order to demonstrate the employee's fitness to return to duty.

SECTION 14.2. INDUSTRIAL LEAVES OF ABSENCE. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of 26 pay periods. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act. Workers' Compensation benefits shall not be considered as pay when applied to this section.

SECTION 14.3. RELEASE FROM DUTY.

- A. When the best interest of the County requires the immediate removal of the employee from his position, any employee may be released from regularly assigned duties with pay and benefits by the appointing authority for a period not to exceed 80 working hours upon the approval of the Personnel Director, or his/her designee. Upon showing of good cause by the appointing authority, such release from duty may be extended up to an additional 80 work hours by the

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Personnel Director or his/her designee.

- B. When an employee who voluntarily participated in a smallpox vaccination or other bioterrorism response or preparedness program is unable to work for up to 24 hours or three work days as a result of the vaccination, the Public Health Director may recommend, subject to the approval of the Personnel Director, or his/her designee, that the employee be released from duty with pay for that period of time. Additional release from duty not to exceed a total of 160 hours may be approved by the Personnel Director, or his/her designee, for other compelling reasons related to bioterrorism preparedness or response.

SECTION 14.4. LEAVE AFFORDED UNDER THE FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA), INCLUDING SERVICEMEMBER FMLA AND THE CALIFORNIA FAMILY RIGHTS ACT (CFRA).

- A. Notices. Shasta County provides eligible employees with the leaves of absence identified in the Federal Family and Medical Leave Act (FMLA), including Servicemember FMLA, and the California Family Rights Act (CFRA). The rights and responsibilities for employers and employees in connection with these leaves are described in the following documents located online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites: Employee Rights and Responsibilities Under the Federal Family and Medical Leave Act; Employee Rights and Responsibilities Under the California Family Rights Act and/or Pregnancy Disability Leave Law.
- B. The Leave Policy. Under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), eligible employees may take up to 12 weeks of unpaid Family and Medical Leave within a calendar year and, subject to any defense allowed under the law, be restored to the same or an equivalent position upon the employee's return from leave provided: (1) the employee has worked for the County for at least 12 months, and for at least 1,250 hours in the 12 months immediately preceding the commencement of the leave; and (2) the employee is employed at a worksite that has 50 or more employees within a 75-mile radius.

Except where prohibited by law, FMLA leave and CFRA leave will run concurrently.

- C. Reasons for Leave. An employee may take Family and Medical Leave for any of the following reasons:
 - 1. The birth of a child and to care for or bond with such child;

2. The placement of a child with the employee for adoption or foster care and to care for or bond with the newly-placed child;
3. To care for a spouse, registered domestic partner, child, or parent ("covered relation") with a serious health condition; or
4. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth, adoption, or placement. In addition, spouses employed by the County who request leave because of reasons "1" or "2" only may take a combined total of 12 weeks leave during any 12-month period.

- D. Notice of Leave. If an employee's need for Family and Medical Leave is foreseeable, he/she must give the County at least 30 days' prior notice of the need for leave, preferably in writing. If this is not possible or the need for leave is unforeseeable, the employee must at least give notice as soon as practicable (generally either the same day or the next business day after learning of the need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if the employee is planning a medical treatment, he/she must consult with the County first regarding the dates of such treatment.
- E. Medical Certification and Recertification. If an employee is requesting leave because of his/her own or a covered relation's serious health condition, the employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after the request for leave, if practicable. Medical certification forms are located online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites. If the employee provides at least 30 days' notice before the commencement of the leave, he/she should provide the medical certification before leave begins. Failure to timely provide a complete and clear medical certification may be grounds for delay or denial of leave, or for non- designation of the leave as either FMLA or CFRA leave.

The County, at its expense, may require an examination by a second health care provider designated by the County, if it reasonably doubts the medical certification the employee initially provides for his or her own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the County, at its expense, may, but is not required to, retain a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

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The County may require a new medical certification annually if a serious health condition continues beyond one calendar year. The County may also require recertification under certain circumstances, such as when a current certification expires, upon request for an extension of the leave, after the expiration of the anticipated minimum duration of the serious health condition, if circumstances have changed, at six (6) month intervals for certain conditions, or as the law may otherwise allow or require. Failure to timely provide (within 15 days if practicable) a complete and clear medical certification may be grounds for delay or denial of leave, or for non- designation of the leave as either FMLA or CFRA leave.

- F. Reporting While on Leave. If an employee takes leave because of his/her own serious health condition or to care for a covered family relation, the employee must contact the County as directed regarding the status of the condition and his/her intention to return to work. In addition, the employee must give reasonable notice (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.
- G. Pay Status. Family and Medical Leave is unpaid leave unless an employee has accrued leave balances (including compensatory time off, administrative leave, holiday credit, vacation, and sick leave). Where the employee has accrued leave balances, the following will apply:
 - 1. Where the leave is for Reasons (1) or (2) in Section 14.4(C), the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave.
 - 2. Where the leave is for Reason (4) in Section 14.4(C), the employee must use accrued personal sick leave, vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave.
 - 3. Where the leave is for Reason (3) in Section 14.4(C), the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave. The employee also has the option, but is not required, to use accrued family sick leave.
 - 4. However, if an employee is receiving wage replacement benefits including, but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL) insurance, or workers' compensation payments, while taking FMLA/CFRA leave, the employee will not be required to coordinate accrued leave balances with these benefits unless he/she so chooses. An employee must notify Payroll immediately if/when he/she receives wage replacement benefits and if he/she wishes

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accrued leave to be coordinated with these benefits.

The substitution of paid leave for unpaid leave does not extend the maximum 12-week leave period. Further, in no case may the substitution of paid leave for unpaid leave, or coordinating leave balances with wage replacement benefits, result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, he/she may still be eligible for unpaid Family and Medical Leave. An employee will not earn any additional paid time off during the unpaid portion of his/her leave.

H. Medical and Other Benefits. The County will continue to make its normal premium contribution towards an employee's group health plan while he/she is on FMLA or CFRA leave for up to 12 weeks in a 12 month period.

1. The employee must pay his/her normal share of the premium, for himself/herself and his/her dependents, in order to maintain health benefits. If the employee is in a pay status, his/her portion of the premium will be deducted from his/her paycheck. If the employee is not in a pay status, his/her premium payment must reach the Payroll Division of the Auditor's Office by the first of the month.
2. After twelve weeks, if the employee is not in a pay status but has been granted additional leave, he/she may continue to participate in the group health plan, without interruption, by paying the full premium amount by the first of the month. The employee is responsible to contact the Auditor's Office to determine if payment must be paid directly to the Auditor's Office and/or directly to the insurance provider. An employee has a minimum 30-day grace period in which to make premium payments.
3. If payment is not made timely, the employee's group health insurance may be canceled, provided the employee is notified in writing at least 15 days before the date that his/her health coverage will lapse.
4. If an employee does not return to work following his/her leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle him/her to FMLA or CFRA leave, or other circumstances beyond the employee's control, he/she may be required to reimburse the County for its share of health insurance premiums paid on the employee's behalf during his/her FMLA/CFRA leave.

a. With respect to CFRA leave, an employee is deemed to

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have failed to return from leave if he/she works less than 30 days after returning from CFRA leave. An employee who retires during CFRA leave or during the first 30 days after returning is deemed to have returned from leave.

- I. Intermittent and Reduced Schedule Leave. Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours an employee works per workweek or workday) if there is a medical need for the leave, and if that need can be best accommodated through an intermittent or reduced leave schedule. Employees also may be eligible for certain intermittent leave or reduced schedule leave for birth or placement of a child if the County agrees to such leave.

For salaried employees the County may reduce an employee's salary based on the amount of time actually worked. An employee may use accrued leave balances to make up the difference.

In addition, if the employee needs leave intermittently or on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the County's operations.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee, a family member, or a covered servicemember, or if the County agrees to permit intermittent or reduced schedule leave for the birth or placement of a child, the County may temporarily transfer him/her to an available alternative position for which the employee is qualified that better accommodates his/her recurring leave and has equivalent pay and benefits.

- J. Returning from Leave.
 1. Return to Work Certification. If an employee takes leave because of his/her own serious health condition (except if the employee is taking intermittent or reduced schedule leave), he/she cannot return to work until the employee provides the County with a return-to-work medical certification form from his/her health care provider that states he/she is fit to return to work (and listing any limitations or restrictions on his/her ability to perform the essential functions of his/her former position). No employee will be permitted to resume work until a return-to-work medical certification is provided.
 2. Return to Work Certification In Connection With Intermittent Leave or Reduced Schedule Leave. The County is entitled to a certification of

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fitness to return to duty for absences taken on an intermittent or reduced leave schedule once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave. The term "reasonable safety concerns" means a reasonable belief of significant risk of harm to the individual employee or others.

3. Reinstatement. Under most circumstances, an employee who returns from a Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave.

K. Servicemember Family and Medical Leave. The federal Family and Medical Leave Act provides eligible employees time off from work for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements the County's current FMLA policy and provides general notice of an employee's rights to Servicemember FMLA. Except as mentioned below, an employee's rights and obligations with respect to Servicemember FMLA are governed by the existing FMLA policy (as previously described) to the extent it is applicable.

1. Leave Entitlement. Servicemember FMLA provides eligible employees with unpaid leave for either of the following reasons:

- a. Qualifying Exigency. A "qualifying exigency" arising out of the fact that a spouse, parent or child of the employee is on covered active duty or has been notified of an impending call or order to covered active duty.

- i. The term "covered active duty" means either of the following:

- (1) If the spouse, parent or child is a member of the regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country;
- (2) If the spouse, parent, or child is a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country

under a call or order to active duty.

- ii. An eligible employee may take FMLA leave for any of the following "qualifying exigencies:"

- (1) Short notice deployment (fewer than seven (7) days' notice),

- (2) Military events and related activities,

- (3) Childcare and school activities,

- (4) Financial and legal arrangements,

- (5) Counseling,

- (6) Rest and recuperation,

- (7) Post-deployment activities, and

- (8) Other additional activities to address events that arise out of the covered military member's covered active duty or call to covered active duty.

- b. To Care for a Covered Servicemember. To care for an employee's spouse, parent, child or next of kin who is an ill or injured covered servicemember.

- i. The term "ill or injured covered servicemember" means either of the following:

- (1) A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for an injury or illness that was incurred in the line of duty while on active duty in the Armed Forces (or existed before the beginning of active duty and was aggravated by service in the line of duty on active duty in the Armed Forces), and that may render the family member medically unfit to perform the duties of the member's

office, grade, rank or rating.

(2) A veteran who:

- a. Is undergoing medical treatment, recuperation, or therapy, for a qualifying (as determined by the U.S. Secretary of Labor) injury or illness that was incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran; and
- b. Was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy

2. Duration of Servicemember FMLA.

- a. Qualifying Exigency When leave is due to a “qualifying exigency,” an eligible employee may take up to 12 workweeks of leave during a calendar year. However, unless another covered reason applies, leave because of “short-notice” deployment may not exceed seven (7) calendar days, beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation.
- b. To Care for a Covered Servicemember. When leave is to care for an injured or ill servicemember, an eligible employee may take up to 26 workweeks of leave during a single 12-month period for that purpose. The 12-month period is measured forward from the first day of leave.

Any portion of the 26 workweeks of leave remaining at the end of the single 12- month period is forfeited.

An eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

When an eligible employee takes leave to care for more than one covered servicemember or for a subsequent serious injury or illness of the same covered servicemember, and the "single 12-month periods" corresponding to the different leave entitlements overlap, the employee is limited to taking no more than 26 workweeks of leave in each "single 12-month period."

An eligible employee may take leave to care for an injured or ill servicemember and may also take other Family and Medical-qualifying leave during a single 12-month period. However, the leave for other Family and Medical qualifying reasons cannot exceed 12 work weeks and the total amount of all leaves may not exceed 26 workweeks in a single 12-month period.

If an employee and his/her spouse both work for the County, their combined leave can be limited to 26 weeks in a single 12-month period if the leave is taken for (1) birth of the employee's son or daughter or to care for the child after birth; (2) for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; (3) to care for the employee's parent with a serious health condition; or (4) to care for a covered servicemember with a serious injury or illness.

Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law, including, but not limited to, CFRA leave and the leave described in Section 14.7 (Leave for Spouses and Registered Domestic Partners of Persons Serving in the Military).

If leave to care for a covered servicemember is taken concurrently with leave for another FMLA-qualifying reason, the leave will first be designated as servicemember leave.

Leave that qualifies under the FMLA as both (1) leave to care for a covered servicemember and (2) leave to care for a family member with a serious health condition during the single 12-month period will not be designated and counted as both FMLA leave to care for a covered servicemember and FMLA leave to care for a family member with a serious health condition. It will be designated as FMLA leave to care for a covered servicemember.

3. Notice of Need for Servicemember FMLA. An employee must provide as much advance notice as practicable of his/her need for Servicemember FMLA. If the leave is for the planned medical treatment of a covered servicemember, the employee must provide 30 days' advance notice, unless such notice is not practicable. If 30 days' notice is not practicable, the employee must provide notice as soon as is practicable.
4. Certification. If an employee is requesting leave for a "qualifying exigency," the County may require him/her to provide a copy of the covered servicemember's active duty orders or other documentation verifying the covered servicemember is on active duty or has been called to active duty to support a contingency operation, and the dates of active service. The County may also require the employee to provide a certification verifying eligibility for leave.

If an employee is requesting leave to care for a covered servicemember, the County may require him/her to provide a medical certification from an authorized health care provider verifying certain information regarding the covered servicemember and his or her injury or illness. For purposes of this certification, the term "health care provider" includes: (a) a United States Department of Defense health care provider; (b) a United States Department of Veterans Affairs health care provider; (c) a United States Department of Defense TRICARE network authorized private health care provider; or (d) a United States Department of Defense non-network TRICARE authorized health care provider.

5. Verification. If an employee requests leave because of a "qualifying exigency," the County may contact the Department of Defense to verify the covered servicemember is on or has been called to duty. Additionally, if the employee is taking leave to meet with a third party, the County may contact the third party to verify the meeting and its purpose.

6. Pay Status. Servicemember FMLA is unpaid leave unless an employee has accrued leave balances (including compensatory time off, administrative leave, holiday credit, vacation, and sick leave). Where the employee has accrued leave balances, the following will apply:
 - a. Where the leave is for a qualifying exigency, the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave.
 - b. Where the leave is to care for a covered servicemember, the employee must use accrued vacation, administrative leave, holiday credit, and/or compensatory time off prior to unpaid leave. The employee also has the option, but is not required, to use accrued family sick leave.
 - c. However, if an employee is receiving wage replacement benefits including, but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL) insurance, or workers' compensation payments, while taking Servicemember FMLA, the employee will not be required to coordinate accrued leave balances with these benefits unless he/she so chooses. An employee must notify Payroll immediately if/when he/she receives wage replacement benefits and if he/she wishes accrued leave to be coordinated with these benefits.

The substitution of paid leave for unpaid leave does not extend the maximum leave period. Further, in no case may the substitution of paid leave for unpaid leave, or coordinating leave balances with wage replacement benefits, result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, he/she may still be eligible for unpaid Servicemember FMLA. An employee will not earn any additional paid time off during the unpaid portion of his/her leave.

7. Medical and Other Benefits. The County will continue to make its normal premium contribution towards an employee's group health plan while he/she is on Servicemember FMLA.
 - a. The employee must pay his/her normal share of the

premium, for himself/herself and his/her dependents, in order to maintain health benefits. If the employee is in a pay status, his/her portion of the premium will be deducted from his/her paycheck. If the employee is not in a pay status, his/her premium payment must reach the Payroll Division of the Auditor's Office by the first of the month.

- b. After expiration of the FMLA leave entitlement, if the employee is not in a pay status but has been granted additional leave, he/she may continue to participate in the group health plan, without interruption, by paying the full premium amount by the first of the month. The employee is responsible to contact the Auditor's Office to determine if payment must be paid directly to the Auditor's Office and/or directly to the insurance provider. An employee has a minimum 30-day grace period in which to make premium payments.
- c. If payment is not made timely, the employee's group health insurance may be canceled, provided the employee is notified in writing at least 15 days before the date that his/her health coverage will lapse.
- d. If an employee does not return to work following his/her Servicemember FMLA leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle him/her to FMLA leave, or other circumstances beyond the employee's control, he/she may be required to reimburse the County for its share of health insurance premiums paid on the employee's behalf during his/her Servicemember FMLA leave.

SECTION 14.5 PREGNANCY DISABILITY LEAVE/REASONABLE ACCOMMODATION.

- A. Notice. Shasta County complies with the Pregnancy Disability Leave (PDL) and reasonable accommodation provisions of the California Fair Employment and Housing Act (FEHA). The rights and responsibilities for employers and employees in connection with PDL are described in the following document located online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites: Employee Rights and Responsibilities Under the California Family Rights Act, and/or Pregnancy Disability Leave Law.
- B. Pregnancy Disability Transfer & Reasonable Accommodations. The County will provide reasonable accommodations for a female employee for conditions related to pregnancy,

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childbirth, or related medical conditions, if she so requests, with the advice of her health care provider. This includes, but is not limited to, temporarily transferring a pregnant female employee to a less strenuous or hazardous position or to less strenuous or hazardous duties for the duration of her pregnancy, if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated.

- C. Pregnancy Disability Leave. If a female employee is disabled by pregnancy, childbirth or related medical conditions, or needs to take time off for prenatal care, she is entitled to take an unpaid pregnancy disability leave of up to four months for the period of time she is actually disabled.
1. A "four month leave" means the number of days the employee would normally work within four months. For a full time employee who works five eight- hour days per week, "four months" means 88 eight-hour days of leave entitlement. For employees who work more or less than five days a week, or who work on alternative work schedules, the number of working days which constitutes "four months" is calculated on a pro rata or proportional basis.
 2. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's health care provider.
 3. A pregnancy disability leave contains a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- D. Notice. If an employee's need for a pregnancy disability leave or transfer is foreseeable, she must give the County at least 30 days' prior notice of the need for leave or transfer, preferably in writing. If this is not practicable or the need for leave is unforeseeable, the employee must at least give notice as soon as practicable (generally either the same day or the next business day after learning of the need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, the employee must consult with the county and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to County operations. Any such scheduling will be subject to the approval of the employee's health care provider.
- E. Medical Certification & Recertification. In connection with a request for a pregnancy disability leave or transfer, the employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after the request for leave, if practicable. A medical certification form is located online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites. If the employee provides at least 30 days' notice before the commencement of the leave, he/she should provide the medical certification before leave

begins. Failure to timely provide a complete and clear medical certification may be grounds for delay or denial of the leave or transfer, or for non-designation of the leave as Pregnancy Disability Leave.

1. The certification indicating disability necessitating a leave should contain:
 - a. The date on which the woman became disabled due to pregnancy.
 - b. The probable duration of the period or periods of disability, and
 - c. An explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
2. The certification indicating the medical advisability of a transfer should contain:
 - a. The date on which the need to transfer became medically advisable,
 - b. The probable duration of the period or periods of the need to transfer, and
 - c. An explanatory statement that, due to the woman's pregnancy, the transfer is medically advisable.

Upon the expiration of the time period which the health care provider originally estimated that the employee needed, the County may require the employee to obtain recertification if additional time is requested by the employee.

- F. Pay Status. Pregnancy Disability Leave is unpaid leave unless an employee has accrued leave balances (including compensatory time off, administrative leave, holiday credit, vacation, and sick leave). Where the employee has accrued leave balances, the following will apply:

1. The employee must use accrued sick leave. The employee also has the option, but is not required, to use vacation and other accrued leave balances.
2. However, if an employee is receiving wage replacement benefits including, but not limited to, State Disability Insurance (SDI), Paid

Family Leave (PFL) insurance, or workers' compensation payments, while taking Pregnancy Disability Leave, the employee will not be required to coordinate accrued leave balances with these benefits unless he/she so chooses. An employee must notify Payroll immediately if/when she receives wage replacement benefits and if she wishes accrued leave to be coordinated with these benefits.

The substitution of paid leave for unpaid leave does not extend the maximum leave period. Further, in no case may the substitution of paid leave for unpaid leave, or coordinating leave balances with wage replacement benefits, result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, she may still be eligible for unpaid Pregnancy Disability Leave. An employee will not earn any additional paid time off during the unpaid portion of his/her leave.

- G. Relationship with CFRA Leave. If an employee is eligible for a Pregnancy Disability Leave and for a CFRA leave, the County will not run Pregnancy Disability Leave concurrently with a CFRA leave. An eligible employee may be able to take both a Pregnancy Disability Leave and a subsequent CFRA leave for the reason of the birth of her child.

However, if the employee is eligible for a Pregnancy Disability Leave and for an FMLA leave, the County will run the Pregnancy Disability Leave concurrently with the FMLA leave.

- H. Medical and Other Benefits. The County will maintain and pay for group health coverage for an employee on approved Pregnancy Disability Leave for up to four (4) months over the course of a 12-month period per pregnancy, beginning on the date that the leave begins and at the same level and under the same conditions as if the employee had not taken leave. To the maximum extent and period of time allowable by law, such Pregnancy Disability Leave shall be simultaneously designated as FMLA leave. The employee may receive up to an additional twelve weeks of this health insurance benefit during a subsequent CFRA leave for the reason of the birth of her child.

1. The employee must pay her normal share of the premium, for herself and her dependents, in order to maintain health benefits.
 - a. If the employee is in a pay status, her portion of the premium will be deducted from her paycheck.
 - b. If the employee is not in a pay status, the employee is responsible to contact the Auditor Controller's office to determine if payment must be made directly to the Auditor's Office by the first of the month and/or directly to the insurance provider per the provider's timeliness requirements.

2. After all eligible protected FMLA, Pregnancy Disability Leave, and CFRA leave has been exhausted, if the employee is not in a pay status, she may continue to participate in the group health plan, without interruption, by paying the full premium amount by the first of the month. The employee is responsible to contact the Auditor's Office to determine if payment must be paid directly to the Auditor's Office and/or directly to the insurance provider. An employee has a minimum 30-day grace period in which to make premium payments.
3. If payment is not made timely, the employee's group health insurance may be canceled, provided the employee is notified in writing at least 15 days before the date that his/her health coverage will lapse.
4. If an employee does not return to work following her leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle her to FMLA, CFRA, or Pregnancy Disability Leave, or other circumstances beyond the employee's control, she may be required to reimburse the County for its share of health insurance premiums paid on the employee's behalf during her FMLA, CFRA, or Pregnancy Disability Leave.
 - a. With respect to CFRA leave, an employee is deemed to have failed to return from leave if he/she works less than 30 days after returning from CFRA leave. An employee who retires during CFRA leave or during the first 30 days after returning is deemed to have returned from leave.]

SECTION 14.6. MILITARY LEAVE OF ABSENCE POLICY. This policy is a restatement of the provisions of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code as they relate to leaves of absence for military duty. This policy is intended to describe in lay terms the conditions and benefits of military leaves of absence as prescribed by federal and state law. There is no intention to create any rights or benefits in addition to those in the law except as described in Section 14.6.1. There is also no intention to deprive the County of any defenses as allowed by state or federal law. Where there may be a conflict or question of interpretation or change, the actual language of the law applies.

- A. Definition of "Military Duty Leave of Absence": Except as otherwise noted in this section, the term "military duty leave of absence" is defined as a leave of absence from County employment to engage in the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty,

a period for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by federal law.

- B. Right of Reemployment from Military Duty Leave of Absence. An employee returning from a military duty leave of absence who is otherwise entitled to reemployment under state and federal law, shall be promptly reemployed as follows:

1. Service of less than 91 days in the uniformed services:

- a. Employee shall be reemployed in the position that he would have attained if he had been continuously employed, so long as he is qualified for the position or can become qualified after reasonable efforts by the County to qualify the person.
- b. If the employee is not qualified for the position mentioned in subsection 14.6.B.1.a above, the employee shall be reemployed in the position of employment in which the employee was employed on the date of the commencement of the service in the uniformed services.

2. Service for more than 90 days in the uniformed services:

- a. Employee shall be reemployed in the position that he would have attained if he had been continuously employed, or a position of like seniority, status and pay, so long as he is qualified for the position or can become qualified after reasonable efforts by the County to qualify the person.
- b. If the employee is not qualified for the position(s) mentioned in subsection 14.6.B.2.a above, the employee shall be reemployed in the position of employment in which the employee was employed, or, if such position has ceased to exist, a position of like seniority, status, and pay, the duties of which the employee is qualified to perform.

3. Employees With Disabilities

In the case of an employee who has a disability incurred in, or aggravated during service in the uniformed services and who (after reasonable efforts by the County to accommodate the disability) is not qualified due to such disability to be employed in the position that he or should would have attained if he had remained

continuously employed:

- a. The employee shall be reemployed in any other position which is equivalent in seniority, status, and pay, the duties of which the person is qualified to perform or would become qualified to perform with reasonable efforts by the County; or
- b. If not employed under subsection 14.6.B.3.a above, in a position which is the nearest approximation to a position referred to in subsection 14.6.B.3.a above, in terms of seniority, status, and pay consistent with the circumstances of each person's case.

4. Employees No Longer Qualified for Reemployment Positions

In the case of an employee who is not qualified for the employment positions stated under subsection 14.6.B.1 or subsection 14.6.B.2 above, and cannot become qualified with reasonable efforts by the County for such employment positions:

- a. The employee shall be reemployed in any other position which is the nearest approximation to, first, the position of employment that he would have attained if he had remained continuously employed, and then, to the position that he held at the time he commenced service in the uniformed services, which such employee is qualified to perform, with full seniority.

5. Temporary or Seasonal Positions

As a general rule, the County is not required to reemploy an employee if the employment he left to serve in the uniformed services was for a brief, nonrecurrent period and there is no reasonable expectation that the employment would have continued indefinitely or for a significant period.

C. Health Insurance Benefits

1. An employee on a military duty leave of absence for less than 31 days shall have his health insurance benefits continue with the County paying its regular share and the employee paying his regular share for such coverage.
2. An employee on a military duty leave of absence for 31 days or more may elect to continue coverage, including coverage for any dependents, for up to a 24 month period and may not be required to

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pay more than 102% of the full premium.

D. Pension Benefits

An employee reemployed from a military duty leave of absence shall be credited with time spent on a military duty leave of absence for purposes of retirement (in accordance with the California Public Employees' Retirement System laws and policies.)

E. Accrual of Leaves and Use of Accrued Leaves

1. Except as otherwise provided in this Chapter, an employee shall not accrue vacation, sick leave, or other paid leaves, during the period he is on a military duty leave of absence.
2. An employee is permitted to use appropriate accrued leave balances while on a military duty leave of absence. However, the County does not require an employee to use accrued leave balances while on a military duty leave of absence.

F. Salary or Compensation While On a Military Duty Leave of Absence

Except as otherwise provided in this Chapter, the County shall not pay the employee his regular salary or compensation while on a military duty leave of absence.

G. Benefits and Obligations Upon Reemployment

1. An employee who is reemployed from a military duty leave of absence is entitled to the seniority and other rights and benefits determined by seniority that the employee had on the date he commenced service in the uniformed services, plus the additional seniority and rights and benefits that such person would have attained if the person had remained continuously employed.
2. An employee who is reemployed from a military duty leave of absence is entitled to such other rights and benefits not determined by seniority as are generally provided by the County to employees having similar seniority, status, and pay who are on a comparable leave of absence under a County Personnel Rule or applicable provision of an MOU in effect at the commencement of such service in the uniformed services or established while such person performs such service. An employee shall not be entitled to any benefits under this subsection to which the employee would not otherwise be entitled if the employee had remained continuously employed.

- a. To the extent required by state and federal law, an employee shall be credited with time spent on a military duty leave of absence for purposes of promotion and merit salary increases.
 - b. To the extent required by state and federal law, the employee shall be placed on the step in the salary range that would have been attained had the employee not entered into military service.
 3. If an employee is serving a probationary period at the time he commences a military duty leave of absence, the employee's probationary period shall be extended by the length of the absence.
 4. USERRA provides that an employee who is reemployed from a military duty leave of absence shall not be discharged from such employment except for cause:
 - a. Within one year after the date of such reemployment, if the person's period of uniformed service before the reemployment was more than 180 days; or
 - b. Within 180 days after the date of such reemployment, if the person's period of uniformed service before the reemployment was more than 30 days but less than 181 days.
 5. Subsection 14.6.G.4 above serves only to provide notice of the USERRA provisions and does not confer any substantive rights on employees beyond what is provided for in USERRA. It does not create a "property interest" in employment and it does not confer any "due process" rights or appeal rights on employees.
- H. Paid Temporary Military Duty Leave of Absence - This is defined as a leave of absence from County employment to engage in ordered military duty (exclusive of inactive duty training, such as drills or regularly scheduled weekend meetings) for a period not to exceed 180 calendar days, including travel time, for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or Armed Forces of the United States, or the National Guard, or the Naval Militia.
1. The following shall apply to any Paid Temporary Military Duty Leave of Absence:
 - a. Eligibility-To be eligible for a Paid Temporary Military Duty leave of absence, employees must meet the following requirements:
 - i. Be a regular employee, occupying a regularly

budgeted position and working a minimum of 20 hours per week (extra help employees are not eligible for such leave).

- ii. Have been employed by the County for not less than one year immediately prior to the date upon which leave begins (time previously spent by the employee in recognized military service shall be used in computing the one year of employment).

b. Effect on Compensation/Benefits - During an approved Paid Temporary Military Duty Leave of Absence, employees shall:

- i. Be entitled to receive their regular salary and compensation as County employees for the first 30 calendar days of such leave in any one fiscal year.
- ii. Accrue the same vacation, sick leave and holiday privileges they would have enjoyed had they not been absent. The right to accrue vacation, sick leave, and holiday privileges will also apply to a period of ordered inactive duty training that does not exceed 180 calendar days.

I. Inactive Duty Training Such as Weekend Drills or Regularly Scheduled Meetings - Employees who are required to attend inactive duty training, such as monthly weekend drills and/or regularly scheduled meetings, that coincide with their regular working days, shall have the option of using any previously earned vacation or compensatory time, or being placed on voluntary time off without pay for such periods of time.

J. Paid Regular Active Military Duty Leave - This is defined as a leave of absence for full-time military service as a result of being ordered into active duty as a member of the Reserves, National Guard or Naval Militia or as a result of induction, enlistment or otherwise being ordered or called into active duty as a member of the Armed Forces of the United States. The following shall apply to any Paid Regular Active Military Duty Leave:

1. Eligibility - To be eligible for a Paid Regular Active Military Duty Leave of Absence, an employee must:

- a. Have been employed by the County for not less than one year immediately prior to the date upon which the leave begins (National Guard members called into service during a state of extreme emergency proclaimed by the Governor are not required to meet the one year service requirement).

2. Effect on Compensation/Benefits - During an approved Paid Regular Active Military Duty Leave, employees shall:
 - a. Be entitled to receive their regular salary and compensation as County employees for the first 30 calendar days of such leave in any one fiscal year. However, National Guard members called into service during a state of extreme emergency proclaimed by the Governor may receive their regular salary and compensation for the first 30 calendar days of any declared emergency in the state regardless of the number of emergencies declared during a fiscal year.
 - b. Not be entitled to sick leave, vacation or other salary and compensation during the period of active military service. However, National Guard members called into service during a state of extreme emergency proclaimed by the Governor shall be entitled to accrue vacation and holiday privileges, but not sick leave, for the first 30 calendar days of such leave.

K. Maximum Salary or Compensation Allowance

Except as otherwise provided in this Chapter, no more than the pay for a period of 30 calendar days shall be allowed under the provisions of subsections 14.6.H (Paid Temporary Military Duty Leave of Absence) and 14.6.J (Paid Regular Active Military Duty Leave) for any one military leave of absence or during any one fiscal year. However, National Guard members called into service during a state of extreme emergency proclaimed by the Governor may receive their regular salary and compensation for the first 30 calendar days of any declared emergency in the state regardless of the number of emergencies declared during a fiscal year.

- L. Military Duty Orders - It shall be the responsibility of the employee concerned to provide his immediate supervisor with a copy of the orders specifying a tour of military duty for the employee. These orders shall be presented in sufficient time, if possible, prior to the start of the military duty tour, to permit review for the eligibility, obtaining required approvals, and the processing of paperwork for a leave of absence. (See Jury Duty/Military Leave form online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites.)

SECTION 14.6.1. TEMPORARY AMENDMENT TO SECTION 14.6., MILITARY LEAVE OF ABSENCE POLICY.

On November 13, 2001, the Shasta County Board of Supervisors temporarily amended Section 14.6, MILITARY LEAVE OF ABSENCE POLICY, of the Shasta County Personnel Rules as

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follows:

For regular County employees called to temporary or regular active military duty on or after September 11, 2001 in response to the acts of terrorism that were inflicted upon the United States that day or the war on global terrorism that have been proclaimed by the President of the United States, the requirement for one year of County service as referenced in 14.6 A 1 a (2) [Paid Temporary Military Duty Leave (See Now subsection 14.6.H.1.a.(2))] and 14.6 B 1 b [Paid Regular Active Military Duty Leave (See Now subsection 14.6.J.1.b)] is waived, and said employees will receive supplemental compensation equivalent to the difference between their regular County and military pay for up to 365 calendar days for qualified military service in addition to the 30 days of regular salary referenced in 14.6 A 1 b (1) [See Now subsection 14.6.H.1.b.(1)] and 14.6 B 2 a [See Now subsection 14.6.J.2.a].

This amendment does not bestow any additional benefits to qualified employees other than supplemental compensation as described herein. This supplemental compensation is not intended to be paid leave time, but rather a special stipend attached to military pay. PERS does not accept this supplemental compensation to be considered for contributions toward the PERS retirement plan. Payroll will develop procedures for employees to follow so they will receive special compensation concurrently with military pay. This temporary amendment does not affect any other benefits provided for under the Military Leave of Absence Policy or any requirements for receiving such benefits.

This temporary amendment (Section 14.6.1) will sunset as of July 1, 2003 unless the Board of Supervisors acts to suspend it earlier than that date or to extend it beyond that date. Employees on military leave subject to this amendment on or before June 30, 2003 will continue to receive supplemental compensation until their qualified military service ceases or they exhaust their 365 calendar days of supplemental compensation, whichever comes first.

On May 13, 2003, the Shasta County Board of Supervisors extended the term of this temporary amendment to July 1, 2004. On June 22, 2004, the Shasta County Board of Supervisors extended the term of this temporary amendment to July 1, 2007. On December 18, 2007, the Shasta County Board of Supervisors approved the continuation of this benefit retroactive to July 1, 2007, and extended the term of this temporary amendment to July 1, 2010. On November 9, 2010, the Board reauthorized this temporary amendment for the period July 1, 2010 up to July 1, 2012.

SECTION 14.7. LEAVE FOR SPOUSES AND REGISTERED DOMESTIC PARTNERS OF PERSONS SERVING IN THE MILITARY.

This policy is designed to implement California law providing that spouses and registered domestic partners of members of the Armed Forces, National Guard, or Reserves, be allowed to take up to 10 days of unpaid leave when their respective spouses and registered domestic partners are on leave from deployment during a period of military conflict.

A. Employees Qualified for Leave. To be qualified for leave, an employee must meet the

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following criteria:

1. The employee must be the spouse or a registered domestic partner of a person who is any of the following:
 - a. A member of the Armed Forces of the United States who has been deployed during a period of military conflict in an area designated as a combat theater or combat zone by the President of the United States.
 - b. A member of the National Guard who has been deployed during a period of military conflict.
 - c. A member of the Reserves who has been deployed during a period of military conflict.
2. The employee must perform service for the County for an average of 20 or more hours per week.
3. The employee must provide his/her Department Head, or his/her designee, with notice, within two business days of receiving official notice that his spouse or registered domestic partners will be on leave from deployment, of his intention to take the leave provided for in this section.
4. The employee must submit written documentation to his/her Department Head, or his/her designee, certifying that his spouse or registered domestic partner will be on leave from deployment during the time off provided for in this section is requested.

B. Amount of Leave

1. A qualified employee shall be allowed to take up to ten days of unpaid leave during a period when his spouse or registered domestic partner is on leave from deployment during a period of military conflict.
2. This section shall not affect or prevent a qualified employee from taking a leave that he is otherwise entitled to take.
3. The employee may use appropriate accrued leave balances concurrently with the leave provided for in this section. The County may also require the employee to use appropriate accrued leave balances concurrently with the leave provided for in this section.

C. No Retaliation

A qualified employee shall not be subject to retaliation for requesting or taking the leave provided for in this section.

SECTION 14.8. RETURN FROM LEAVE. An employee shall notify the Department Head, or his/her designee, as soon as possible in advance of an anticipated early return from leave. No employee shall be permitted to return from leave due to illness or injury without proper medical clearance. Written notification shall be made to the Personnel Director, or his/her designee, by the Department Head, or his/her designee, of return from leave or failure to return.

APPENDIX A FORMS

Additional copies of the forms in this appendix are available at the Department of Support Services Personnel Division and/or online at the Shasta County Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites.

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REQUEST FOR CONSIDERATION OF WORK PLACE ACCOMMODATION

Under law, a person has a disability if he/she has a physical or mental impairment that limits a major life activity. A qualified employee with a disability is an employee who is qualified to perform the essential functions of a position with or without reasonable accommodation. Essential functions are primary job duties that are intrinsic to a position.

Instructions: If a qualified employee with a disability wishes to request an accommodation, he/she must complete this form and submit it to the department head. If the individual is unable to complete the form, due to a disability, he/she may request that another party complete it on his/her behalf. The form also requires medical substantiation of disability and information regarding the extent of work task limitations. Review County policy for complete directions and/or employee appeal process.

EMPLOYEE NAME / WORK PHONE # _____

CLASS & DEPARTMENT _____

EMPLOYEE'S ADDRESS _____

EMPLOYEE'S HOME PHONE # _____

TO BE COMPLETED BY EMPLOYEE:

Describe the Work Place Accommodation that you are requesting and why (attach an additional sheet of paper if you need more space). Attach your physician's statement describing specific work limitations (example: Employee has a permanent lifting restriction: cannot lift more than 20 lbs from floor to waist, and no more than 10 lbs above the waist or overhead). A request that does not provide sufficient information regarding employee's work limitations will not be processed.

TO BE COMPLETED BY DEPARTMENT HEAD, OR HIS/HER DESIGNEE:

Recommendation (If financial impact is less than \$3,000, describe the accommodation provided.)

Employee Signature/Date

Department Head, or his/her designee, Signature/Date

cc: Employee and ADA Coordinator (When form is completed)

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JURY DUTY/MILITARY LEAVE ABSENCE

1. ~~Employee's Name~~_____
2. ~~Employee's Department~~_____
3. ~~Type of Leave:~~ ☐ ~~Local Jury Duty~~ ☐ ~~Federal Jury Duty~~ ☐ ~~Military Leave~~
4. ~~Period of Absence~~_____

~~In order to substantiate my need for paid time off to perform jury duty or military service, attached is a copy of my Jury summons or military orders and my time card indicative "JUR" for jury duty or "MIL" for military leave for the appropriate dates.~~

~~I am also aware that all jury duty fees must either be waived or turned over to the county to partially offset the cost of the salary and benefits paid to me while I am on jury duty.~~

Signature of Employee

Date

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Confidential--Personnel Records

OUTSIDE EMPLOYMENT/CORPORATE AFFILIATION STATEMENT
NOTICE TO SHASTA COUNTY

Name _____
Home Address _____
Telephone: home _____ work _____
Shasta County Dept. of Employment _____ Position _____
Immediate Supervisor _____
Department Head, or his/her designee, _____

Proposed Outside Employment

Employer _____
Employer address _____
Employer telephone _____
If self-employment, describe _____

Nature of services or product to be provided _____

Job description (please attach if the employer has a written job description) _____

Expected hours of employment _____
Duration of employment _____
The relationship, if any, of the outside employment to County approvals or reviews _____

Other relevant information _____

Proposed Corporate Affiliation

Name and address of corporation: _____
Does employee procure, draft, negotiate, or monitor contracts for the department? Describe: _____

Position with corporation: _____
Describe any compensation from corporation (salary, stipend or reimbursements)? _____

Describe any current or likely contracts between corporation and employee's department: _____

I certify that I have read the Shasta County Incompatible Outside Employment Policy and I will comply with all of the rules of such policy in pursuing outside employment.

I certify that the foregoing is true and correct.

Dated: _____ Employee _____

Department Head or his /her designee

Review: _____ Date: _____

Signature

FOR OFFICE USE: (Confidential--File in Personnel Records Only)

Date received: _____ Notes: _____ Initialed _____

ORDER TO CEASE OUTSIDE EMPLOYMENT/CORPORATE AFFILIATION

I, _____, Department Head, or his/her designee, hereby order you, _____, employee in the department under my authority, to cease working at the outside employment or to cease your corporate affiliation, described as follows: _____

This order is being issued because that activity is incompatible, inconsistent, or in conflict with your employment with Shasta County for the following reasons: _____

The following are additional conditions attached to this order relating to your outside employment or corporate affiliation, including terms and conditions relating to suspending such outside employment pending the final determination of this matter: _____

You have 10 business days from the receipt of this order to appeal this order in writing to the Outside Employment/Corporate Affiliation Review Committee or Grievance Board in care of the Personnel Director, or his/her designee. A Notice of Appeal form has been attached to this order for your use. You may be required to submit additional information regarding your outside employment.

Signature _____ Date _____

Title _____

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**EMPLOYEE APPEAL FORM ORDER TO CEASE
OUTSIDE EMPLOYMENT/CORPORATE AFFILIATION -**

I, _____, hereby appeal my Department Head's, or his/her designee, order to cease my outside employment or corporate affiliation described as follows: _____

I appeal this order on the basis that my outside employment or corporate affiliation is not incompatible, inconsistent or in conflict with my employment with Shasta County as determined by the Shasta County Incompatible Outside Employment/Corporate Affiliation Policy for the following reasons: _____

I certify that the foregoing is true and correct.

DATED _____ Signature _____

Print name/Title _____

When complete, submit to the Personnel Director, or his/her designee.

Date received: _____ Initialed: _____

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COUNTY OF SHASTA
RECIPIENT APPLICATION
ACCRUED VACATION DONATION PROGRAM

I hereby make application to access the Accrued Vacation Donation Bank. I understand that in order to qualify as a recipient, I must meet program criteria, submit appropriate medical justification, and receive the approval of the Vacation Donation Review Committee.

I understand the requirement in Personnel Rules Chapter 29, Section 29.3, D #8 which states: Recipients are required to combine payment from the vacation bank with other forms of payment from State Disability Insurance, Workers' Compensation, or any other source in such a manner not to exceed the employee's gross salary.

I have or will have exhausted all of my accrued vacation, appropriate sick leave, CTO or administrative leave, and holiday credits and am eligible for leave without pay beginning _____ (Date).

I believe my circumstances qualify as verifiable long-term illness or injury of self or immediate family member, and are described as follows (even though you have attached medical justification, you **must** complete the following section in your own words.):

(Attach additional sheets if necessary)

I have received, read and understand the current Accrued Vacation Donation Policy (dated February 5, 2008) and, in the event I am determined to be eligible as a recipient, I agree to abide by the terms of that Policy. I understand that becoming an eligible recipient does not guarantee that donated vacation time in the Bank will be sufficient to meet my needs. If I am determined to be ineligible, I understand the decision of the Vacation Donation Review Committee is final and therefore not subject to any form of appeal.

By signing this form I understand that I am signing a medical release authorizing the Vacation Donation Review Committee to have access to pertinent personal medical information. I understand I will be responsible, as requested by the Committee, to provide the required documentation regarding my or my family member's illness or injury. I also understand that the committee will keep that information confidential and will use it only for the purposes of determining benefits under this policy.

Please submit a separate request for leave of absence to the Department Head, or his/her designee. The Leave of Absence must be approved by your Department Head, or his/her designee, before the Vacation Donation Bank Committee can consider your request. You should provide only necessary work-related medical information when you request the Leave of Absence.

Name of Employee (Type/Print)

Signature of Employee

Title

Vacation Donation Review Committee

Department

Action Date

Date _____

NOTE: Attach medical and other relevant documentation verifying and/or clarifying your or your family's disabling illness or injury.

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COUNTY OF SHASTA

VACATION DONATION PROGRAM
REQUEST FOR ASSIGNMENT OF ACCRUED VACATION TIME

I hereby request that _____ hours of vacation time now accrued to me be assigned and credited to: _____

(Employee's Name or General Bank)

I understand that this request must be approved by my appointing authority, and that if this request is granted, the amount of my accrued vacation time will be reduced accordingly.

I hereby represent that the above request is freely made by me and that I will not be compensated for this assignment by any person or entity, including but not limited to the County of Shasta or any employee using donated hours. I hereby release the County of Shasta and all its officers, agents, and employees from any liability to me for the reduction in my accrued vacation time that will result if this request is granted.

I further understand that if this request is granted, the use by the recipient employee of the amount of vacation time donated pursuant to this request will be limited to the period of time the recipient employee remains on leave status. If the recipient employee returns to paid County employment status or terminates his/her County employment, any amount of my accrued vacation time assigned to him/her pursuant to this request that is not used by him/her prior to his/her return to paid County employment status or termination of County employment will be placed in the general bank for use by other eligible County employees.

Name (Please Print)

County ID Number

Signature of Employee

I concur with this request:

Signature of Department Head, or his/her designee

Date

To Payroll Office: _____
(Date) Dept. No.

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POSITION CLASSIFICATION QUESTIONNAIRE

Shasta County
Personnel Unit
Department of Support Services

Return Original Copy
to Personnel

TO EMPLOYEE:

This is a job inventory. The information requested by this questionnaire will be used to evaluate your duties and responsibilities in determining the appropriate classification of your position. You are being asked to complete the form because you are the best person to provide complete information about your job. Please do not request that your position be studied if you are solely concerned about its salary range or other factors that are listed below as outside the scope of this program. You are most welcome to request a study if there have been significant changes in your duties and responsibilities.

This study is not concerned with how well you perform on the job, whether your workload is appropriate, whether your particular function or organization is properly staffed, or whether the salary of the position is appropriate. This questionnaire seeks to gather data of two types: Task data -- information regarding the specific work functions performed by you; and Behavioral data -- information regarding the knowledge, skills, and abilities necessary to adequately perform the duties of your job. This is the method used by the County to see that positions are fairly and consistently classified.

Please write your responses on one copy of the questionnaire as completely and accurately as possible, then give it to your supervisor for review and signature. Your supervisor will give it to your department head for review and signature. It will then be returned to you for signature. You sign it last. Return it to your supervisor who will forward it to the Personnel Office. Be sure to keep a copy for your files.

BACKGROUND INFORMATION

Your name _____ Payroll Title _____

Working Title (if different) _____

Department _____ Division _____

Work Phone Number _____

Address where you report to work _____

Length of time in current position _____ Hours of work _____ to _____

Name, title and work phone of immediate supervisor _____

1. Has your positions been studied for reclassification in the past? If so, when, and describe what has changed since the last study.

2. Briefly describe what you believe to be the main purpose of your job.

3. Education (circle number of years you have completed):

Elementary/Secondary:	1	2	3	4	5	6	7	8	9	10	11	12
Graduated:	Yes		No		GED							

College/University:	1	2	3	4	5	6	+		Major
								Graduated: Yes No	Degree

4. What license, registration or certificate (if any) is required by the County for performance of your job?_____

5. List any machines or equipment you use (including motor vehicles), and check the frequency.

	Monthly	Weekly	Daily	All the time

6. If you type regularly, what typing speed is necessary for your position? WPM

7. If you take shorthand, what shorthand speed is necessary for your position? WPM

8. SPECIFIC DUTIES AND RESPONSIBILITIES

This is the most important part of the questionnaire. Describe in detail the regular duties you perform. Begin with the most important duty and list all duties in order of importance, not in order of time spent on each. Fill in the approximate percentage of total time spent performing each duty. The percentage of total time reported must equal 100%, regardless of the number of hours worked. Use additional sheets if necessary.

PERCENT OF TIME	DUTIES PERFORMED
PERCENT	DUTIES PERFORMED

OF TIME	

9. How much and what type of education do you feel is necessary to perform your job?

10. How much work experience similar in nature do you feel is necessary to qualify for your job?

11. How long do you feel it would take for someone to become familiar with your job and perform it satisfactorily?

12. List the specific knowledge and skills you believe someone must have to successfully perform your job. Please be specific, e.g., knowledge of rules or regulations (by type), knowledge of the

activities of your department or work unit, equipment operation skills, supervisory skills, communication skills, etc.

13. List those organizations, if any, with whom you come in contact. List both internal as well as external contacts, and why they are necessary in the course of work.

<u>Organization</u>	<u>Reason for Contact</u>	<u>Frequency of Contact</u>
---------------------	---------------------------	-----------------------------

14. What is the consequence if you make an error in the course of your duties?

15. Describe the most difficult and/or major decisions you make in the course of your duties.

16. Describe the nature of the direction or supervision you receive, and by whom.

-
17. List those employees under your direct supervision. If none, state so.

NamePayroll Title

-
-
-
-
18. Describe the nature of your supervisory responsibilities, if applicable. Please be specific, e.g., hiring, discipline, work planning, evaluations, training, etc.

-
-
19. Is there a classification that you feel is more appropriate considering your duties?

20. **PHYSICAL DEMANDS** - This section is principally included in order to update job specifications in accordance with ADA requirements.

- A. How much on-the-job time is spent in the following physical activities? Show the amount of time by checking the appropriate boxes below.

	None	Up to 1/3 of time	1/3 to 2/3 of time	More than 2/3 of time
Stand				
Walk				
Sit				
Use hands to finger, handle or feel				
Reach with hands and arms				
Climb or balance				
Stoop, kneel, crouch, or crawl				
Talk or hear				
Taste or smell				

- B. Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate box below.

	None	Up to 1/3 of time	1/3 to 2/3 of time	More than 2/3 of time
Up to 10 lbs				
Up to 25 lbs				
Up to 50 lbs				
Up to 100 lbs				
More than 100 lbs				

- C. Does this job have any special vision requirements? Check all that apply.

- ☐ Close Vision (clear vision at 20 inches or less)
- ☐ Distance Vision (clear vision at 20 feet or more)
- ☐ Color Vision (ability to identify and distinguish colors)
- ☐ Peripheral Vision (ability to observe an area that can be seen up and down or to the left and right while eyes are fixed on a given point)
- ☐ Depth Perception (three-dimensional vision, ability to judge distances and spatial relationships)
- ☐ Ability to Adjust Focus (ability to adjust the eye to bring an object into sharp focus)
- ☐ No Special Vision Requirements

D. Please list any additional comments on specific physical demands required for this position.

21. WORK ENVIRONMENT

- A. How much noise is typical for the work environment of this job? Check the appropriate level below.
- ☐ Very Quiet (Examples: forest trail, isolation booth for hearing test)
 - ☐ Quiet (Examples: library, private office)
 - ☐ Moderate Noise (Examples: office w/typewriters or computer printers, light traffic)
 - ☐ Loud Noise (Examples: metal can manufacturing, large earth moving equipment)
 - ☐ Very Loud Noise (Examples: jackhammer work, front row at rock concert)

- B. How much exposure to the following environmental conditions does this job require?
Show the amount of time by checking the appropriate boxes below.

	None	Up to 1/3 of time	1/3 to 2/3 of time	More than 2/3 of time
Wet, humid conditions (non-weather)				
Work near moving mechanical parts				
Work in high, precarious places				
Fumes or airborne particles				
Toxic or caustic chemicals				
Outdoor weather conditions				
Extreme cold (non-weather)				
Extreme heat (non-weather)				
Risk of electrical shock				
Work with explosives				
Risk of radiation				
Vibration				

- C. Please list any additional comments on the specific working conditions encountered while performing the duties of this position.

22. Please provide a summary statement as to why you think it is appropriate for your position to be reclassified including any significant changes in your duties and responsibilities that have occurred over the past year.

This completes the questionnaire. Please submit as stated in the earlier instructions. Thank you for your cooperation and assistance.

PLEASE SIGN IN ORDER INDICATED:

1. CERTIFICATE OF IMMEDIATE SUPERVISOR

Does the completed questionnaire accurately reflect the incumbent's duties, responsibilities and other factors relative to the job? Yes No (If no, see comments below)

Are there any special courses or specialized knowledge needed for the position that were not covered in the questionnaire? If so, what are they?

What is the most responsible/complex aspect of this job?

Comments (use additional sheets if necessary)

Supervisor's Signature _____ Date _____

Supervisor's Name (Print) _____ Phone No. _____

-
-
2. CERTIFICATE OF DEPARTMENT HEAD, OR HIS/HER DESIGNEE (It is not required that Department Head, his/her designee, complete this section. However, he/she is encouraged to take advantage of this opportunity to provide relevant information)

I do/ do not concur with the responses of the employee and the supervisor. Comments (use additional sheets if necessary)

Department Head's, or his/her designee, Signature _____ Date _____

Department Head's, or his/her designee, Name (Print) _____ Phone No. _____

-
-
3. CERTIFICATE OF EMPLOYEE

I certify that the responses are my own and to the best of my knowledge are complete and accurate.

Date: _____ Employee's Signature _____

09/13/01

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POSITION CLASSIFICATION

APPEAL FORM

Shasta County
Personnel Unit
Original

Return Original Copy
to Personnel

TO EMPLOYEE

This form is to be submitted only if you desire to formally appeal the recent recommendation made on how your position should be classified. In order to be considered, it must include as much factual information as possible. Use additional sheets if needed.

I agree with the class being recommended for my position. Yes _____ No _____

I agree with the content of the class specification being recommended for my positions.

Yes _____ No _____

I disagree because _____

Name _____ Current Payroll Title _____

Department _____ Division _____

Date _____ Employee's Signature _____

IMMEDIATE SUPERVISOR

I do not concur with the responses of the employee.

Comments (use additional sheets if needed) _____

Date: _____ Supervisor Signature: _____

DEPARTMENT HEAD, OR HIS/HER DESIGNEE

I do ___ do not _____ concur with the responses of the employee and the supervisor.

Comments (use additional sheets if needed) _____

Date _____

Department Head's or his /her designee Signature _____

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Employee Recognition Award

Nomination

NOMINATION PROCEDURE:

All employees and registered volunteers with a minimum of one year of service are eligible for Employee Recognition Awards. To qualify, an employee must demonstrate exemplary performance and meet the seven eligibility criteria outlined in the Employee Recognition Award Program Policy. These criteria are *customer service, professionalism, ethical standards, initiative/innovation, teamwork, productivity and role model for other public employees* (See Chapter 36 of the Personnel Rules.)

Any employee who meets these criteria may be nominated for an award. All nominations must be made by another county employee and be submitted on this ballot form to the employee's department head.

NOMINEE'S NAME: _____

DEPARTMENT: _____

DIVISION: _____

JOB TITLE: _____

NOMINATED BY: _____

REASONS FOR NOMINATION:

Please attach a narrative description of the reasons for the nomination. Please be as specific as possible. The Employee Recognition Committee considers the following criteria: *customer service, professionalism, ethical standards, initiative/innovation, teamwork, productivity and role model for other public employees* (See Chapter 36 of the Personnel Rules). Note any activities, work projects, incidents or projects that will support your comments and illustrate the criteria listed above. If necessary use additional sheets of paper, but confine your narrative to three pages including this page.

Preparer's Signature

Date

DEPARTMENT HEAD'S RECOMMENDATIONS AND COMMENTS

Department Head, or his/her designee, Signature

Date

SCREENING OF PERSONNEL FILE BY PERSONNEL DIRECTOR, OR HIS/HER DESIGNEE:

(review for sustained disciplinary actions, letters of reprimand or "below expected standards" evaluations for the past five years):

Eligible _____ Ineligible _____

Note: All nominations must be signed by the department head and submitted to the Personnel Director by the third Friday of each month to be considered for an award the following month.

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SHASTA COUNTY FLEXIBLE WORK HOURS PLAN

The Flex Plan is an alternative work schedule that is voluntary and intended as a valuable benefit to employees. The plan is also a benefit to the department because it will result in improved production by allowing employees flex time for personal business without having to use leave balances.

The plan is voluntary for employees and may be modified or discontinued by management at any time.

FLEX SCHEDULE POLICY

The flex schedule program is a privilege to be used to accumulate hours for time off during the same 40-hour work period. General County policy requires its personnel to work a full scheduled week, although short workweeks (Labor Day, Thanksgiving, etc.) may be accommodated appropriately.

The Flex Schedule Supervisory Control Requirements:

1. Flextime will be approved by the supervisor on Monday morning for the current week and will be maintained online for all to view.
2. The supervisor must approve any changes requested within the work week.
3. There must be adequate personnel available in each work unit during office hours.

How Flex Schedule Works:

1. Employees must work 40 hours a week.
2. Flextime optional hours will be from 7:00 a.m. to 6:00 p.m. with ½ hour option for lunch.
3. No more than 9 hours can be worked per day unless approved by management.
4. Sick leave cannot exceed 8 hours in one day.
5. Employees cannot take less than a one-half hour lunch.
6. There will be no carry-over from one week to another.
7. Rest breaks will not be adjusted for flextime accumulation.
8. Rest breaks cannot be taken in conjunction with flextime.
9. Employees may not be at work earlier than 15 minutes prior to scheduled start time and leave no later than 15 minutes after scheduled quit time.
10. Flex time worked or taken must be in ½ hour increments.
11. Employees may flex from ½ hour up to a maximum of 8 hours per workweek.
12. Employee's time card must reflect the actual hours worked and must account for 40 hours each week.
13. Upon approval from the supervisor on Monday morning, employees may opt in or out for any week.

Flextime Examples:

No. 1 (Friday afternoon off)

Monday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 5:00 pm = 9 hours
Tuesday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 5:00 pm = 9 hours
Wednesday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 5:00 pm = 9 hours

Thursday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 5:00 pm = 9 hours
Friday - 7:30 am - 11:30 pm = 4 hours

Total Hours = 40

No. 2 (Monday morning off)

Same as No. 1, except that Monday is a 4-hour day, beginning at 1:00 pm and Tuesday through Friday are 9- hour days.

No. 3 (Off every day at 4:00 pm)

Monday - Friday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 4:00 pm = 40 hours

No. 4 (Start every day at 9:00 am)

Monday - Friday - 9:00 am - 1:00 pm, lunch ½ hour
1:30 pm - 5:30 pm = 40 hours

No. 5 (Variable Flex)

Monday - Friday - 7:30 am - 5:00 pm, lunch ½ hour
5 hours off during mid-day taken in one hour increments
Total hours = 40

Various versions of these examples can be developed to accommodate the needs of the employee and the department.

Employees are expected to be at their workstation and ready to work at the time specified each workday. Once at work, employees are expected to remain diligently at work throughout the day, except during lunch and break periods. If an employee is late, the flex schedule should be adjusted accordingly.

REQUEST FOR FLEX SCHEDULE

Flex Schedule Policy

The flex schedule program is a privilege to be used to accumulate hours for time off during the same 40-hour work period. General County policy requires employees to work a full scheduled week, although short workweeks (Labor Day, Thanksgiving, etc.) may be accommodated appropriately.

Flex Schedule Requirements

1. Flextime must be approved by your supervisor on Monday a.m. or prior for that current week's flex schedule.
2. There must be adequate personnel available to cover workloads during office hours.
3. You must still work 40 hours in a week.
4. Sick leave cannot exceed 8 hours in one day.
5. You cannot take less than ½ hour for lunch.
6. There will be no carry-over from one week to another.
7. Rest breaks will not be adjusted for flextime accumulation.
8. Rest breaks cannot be taken in conjunction with flextime.
9. Flextime worked or taken must be in ½ hour increments.
10. Your time card must reflect the actual hours worked and must account for 40 hours each week.

Employee Name

Proposed Flex Schedule dates and times

Reason for Flex Schedule Request

Employee Signature

Date

Supervisor Signature

Date

Department Head, or his/her designee, Signature

Date

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Performance Evaluation Instructions

A Performance Evaluation (PE) for Shasta County employees is prepared as required by the County's Personnel Rules for all regular employees, and for extra help employees who have worked a cumulative total of 2080 hours (see Personnel Rules, Chapter 19). The PE is to be discussed with an employee privately in a face-to-face meeting. The attached, approved PE is used to **summarize and record** the employee's performance as well as discussions that are held between a supervisor and an employee for the period covered by the PE. As part of the process of continual feedback, PE ratings should never be a surprise to an employee. An employee must be given a copy of his or her PE.

PE's can be given for a variety of reasons. Annual and probationary period evaluations are the most common, but PE's can be given after lengthy or special projects, or as part of a performance improvement process. Regardless of the reason for a review, a supervisor should ensure that category ratings are applied consistently, and are related to job performance.

Ratings

A supervisor should rate an employee for each applicable criterion in a category, providing comments about specific conduct and examples of incidents which support the rating. All ratings require a narrative comment. In particular, a rating above and below "Meets Expected Standards" must be fully supported by evidence. An employee's performance must be rated within one of the following criteria:

Exceeds Standards: An employee is consistently performing above what is normally expected. Since a certain high level of performance is expected of all Shasta County employees, this rating should be used sparingly to indicate exceptional performance.

Meets Expected Standards: An employee is consistently performing well. An employee at this level is meeting the high level of performance expected of County employees. He or she is consistently meeting the agreed upon standards for his or her position.

Improvement Needed: An employee must improve his or her performance to achieve a "Meets Expected Standards" rating. Every employee has strengths and weaknesses in different aspects of his or her job performance, and this rating can be used to indicate a weakness. If a "Needs Improvement" rating has been given, a supervisor must formulate a "Performance Improvement Plan."

Unacceptable: An employee demonstrates substantial or serious weaknesses in his or her job performance. If a rating of "Unacceptable" has been given, a supervisor must formulate a "Performance Improvement Plan."

Weighted Categories

Each department may weigh rating categories differently. If a department places a greater weight on any rated category, the "weighted" box on the PE must be marked. A supervisor should explain to an employee, upon hire or placement in a position, the nature of any weighted job criteria that may appear on a PE. It is a supervisor's responsibility to inform all employees under his or her supervisory control or direction of expected standards upon hire or placement. If weighted categories change, a supervisor should inform every affected employee of the change as soon as possible.

Rated vs. Non-Rated Categories

Dependant upon a department's business needs, as determined by the department head, certain performance categories may not be rated. Performance categories that are rated must be marked accordingly on the PE and addressed appropriately in the category narrative. Again, it is a supervisor's

responsibility to inform all employees under his or her supervisory control or direction of rated categories upon hire or placement in a position. If rated categories change, a supervisor should inform every affected employee of the change as soon as possible.

Goals and Objectives

An Employee should be made aware of goals and objectives when first hired or placed in a position, and annually thereafter. As determined by the department head, each PE should include goals and objectives established for the employee by his or her supervisor for the next evaluation period. These goals and objectives should be selected to allow for opportunities for the employee to increase effectiveness in his or her position, as well as assist the department in achieving its mission. These goals and objectives may include (but are not limited to) lengthy or special projects, training, and ways to improve performance (if necessary), and will be evaluated annually under Category E of the PE.

Development Plan

Maintaining and improving good performance is a responsibility shared by both the employee and his or her supervisor. A PE should address an employee's development. An employee will benefit most from a development plan if the plan has several concrete ideas on how the employee can enhance his or her performance during the next evaluation period.

Performance Improvement Plan

A Performance Improvement Plan (PIP) is **mandatory** for an employee who has one or more category ratings of "Unacceptable" or "Improvement Needed." The PIP should include at least one category element for each rating below "Meets Expected Standards." To be effective, and in order to appropriately guide an employee in a deficient area of performance, a supervisor should describe, in clear terms, the performance problem, the standard of performance the supervisor expects the employee to meet, and the deadline for achieving that standard of performance. The PIP should describe all training, assistance and oversight that will be provided to an employee during the next evaluation period, and should set timelines for the employee's next performance review.

Affirmation

While a PE is being discussed with an employee in a face-to-face meeting, a supervisor should use the time to review departmental and County policies and procedures. A department may add additional review topics, however, at a minimum, the County's Policy against Discrimination and Harassment (including sexual harassment) should be discussed with an employee on an annual basis. An employee should be asked to initial a statement confirming the nature of the discussion that took place between an employee and a supervisor.

Verification

The department head or his or her designee must review a PE **before** it is discussed with an employee. An employee's signature in the "Signatures and Review" section of the PE does not indicate agreement with the PE. The signature is intended only to acknowledge that the content of the PE has been discussed with an employee.

SHASTA COUNTY PERFORMANCE EVALUATION

I. IDENTIFICATION

Name (Last, First, Middle Initial):	Position Title: <input type="checkbox"/> Classified <input type="checkbox"/> Unclassified ("At Will")
Department Name/Division:	Duty Assignment:
Evaluation Period: From: To:	Type of Evaluation: <input type="checkbox"/> Annual <input type="checkbox"/> Probationary Period <input type="checkbox"/> Extra Help <input type="checkbox"/> Other:

II. GENERAL PERFORMANCE CATEGORIES – **NARRATIVES TO BE COMPLETED FOR ALL EVALS**

A. Core Competencies	*WEIGHTED	RATED	UNACCEPTABLE [Did not meet Expectations]	IMPROVEMENT NEEDED [Occasionally did not meet expectations]	MEETS EXPECTED STANDARDS [Meets expectations]	EXCEEDS STANDARDS [Strong Performance]
Level of job knowledge necessary to perform assigned job duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of job knowledge and skills related to job duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality and Accuracy of work performed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quantity of work performed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

B. Effectiveness	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Adapts well to work changes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Problem solving skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verbal communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Active listening skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

C. People Skills	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Customer service responsiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interacting with the public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working as a team member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to resolve conflicts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains effective, harmonious working relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leadership skills (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

*A check in this box identifies this factor as crucial to performance and is more heavily weighted than other factors

D. Work Place Awareness	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Complies with County policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complies with department policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works in a safe manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obeys security protocols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Takes care of resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

E. Dependability	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Starts and leaves work as scheduled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Punctual for meetings or scheduled events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minimizes absences so as not to impact operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets work deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stays on task; avoids distractions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is timely in the completion of work assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Competently completes assigned goals and objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

F. Management Skills [To evaluate Manager and Supervisor classifications ONLY]	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Planning skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decision making skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to direct employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance evaluations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Budget preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controls costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delegation of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motivates employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Career development of subordinates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

*A check in this box identifies this factor as crucial to performance and is more heavily weighted than other factors

III. OVERALL PERFORMANCE

UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Narrative Summary:			

IV. FUTURE PLANS/ACTIONS

- ☐ **GOALS AND OBJECTIVES FOR NEXT PERFORMANCE PERIOD:** With the assistance of the employee, list those goals and objectives which will increase the employee's effectiveness in his or her current position. These goals and objectives may include specific projects, tasks, or assignments that will be evaluated in Category E of this performance evaluation. Please list each goal and objective separately and include any specific completion date, if applicable, within the evaluation period. (Attach additional pages as needed.)
- ☐ **EMPLOYEE DEVELOPMENT PLAN:**(Optional) This section is intended to promote career development by identifying for the employee the skills or knowledge he or she should obtain in order to enhance his or her chances of promotion. (Attach additional pages as needed.)
- ☐ **PERFORMANCE IMPROVEMENT PLAN:**(This is mandatory for every employee who has one or more category ratings of "Unacceptable" or "Improvement Needed.") This plan should include at least one category element for each rating below "Meets Expected Standards." The supervisor should describe the performance problem, the standard of performance the supervisor expects the employee to meet, and the deadline for achieving that standard of performance. The plan should describe all training, assistance and oversight that will be provided to the employee during the next evaluation period, and should set timelines for the employee's next review. (Attach additional pages as needed.)

V. STEP INCREASE

Approved	Denied	Not Applicable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. AFFIRMATION: **Departments may wish to place department-specific requirements here.**

As part of the evaluation process, I reviewed and understand the County's policy against discrimination and harassment (including sexual harassment) found in the Shasta County Personnel Rules_____ (Employee's initials)

VII. SIGNATURES & REVIEW

This evaluation represents my best judgment of the employee's performance:

Rater:_____

Date:

Name/Title:

I concur in and approve this evaluation:

Program Manager/Division Chief:_____

Date:

Name/Title:

I concur in and approve this evaluation:

Department Head, or his/her designee:_____

Date:

Name/Title:

I understand that my signature acknowledges the receipt of this evaluation only:

Employee:_____

Date:

Employee Name:

Comments by employee (optional):(Attach additional pages as needed)

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AUTHORIZATION & RELEASE OF INFORMATION

I have applied for a position with Shasta County. I understand that, in connection with the employment decision process, Shasta County may thoroughly investigate my background, including, but not limited to, my references, educational record, work history, certifications, criminal conviction record, records of civil actions, and other public records. I understand that these investigations will be conducted by Shasta County and/or its designated representatives to assist Shasta County in determining my qualifications for the position I am seeking. In order to assist Shasta County in obtaining documents and information to confirm my background, I hereby consent to the release of information as described below.

I authorize and direct all of my former schools and employers, and any other individual or entity that possesses information about my background to release to Shasta County, or its designated representatives, any and all information, whether or not such information is maintained in writing, that they may have concerning my educational record, work history, certifications, criminal convictions, records of civil actions, and other public records. Such information shall include but not be limited to, employment positions held, dates of employment, work achievements, performance, attendance, disciplinary history, salary record, and all of the circumstances surrounding the termination/cessation of my employment with any employer. Such information shall also include whether a former employer would re-hire me.

I direct that such information be released upon the request of any designated representative of Shasta County, regardless of any agreement, instructions, or representations I may have made to the contrary with any school, employer, or other individual or entity that possesses information about my background.

I understand and agree that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports are privileged. However, I am entitled to receive copies of any records documenting an arrest, indictment, conviction, civil judicial action, tax lien, or outstanding judgment that may be provided to Shasta County, unless I waive that right by checking the box below and signing where indicated:

I hereby waive my right to receive a copy of any record documenting an arrest, indictment, conviction, civil judicial action, tax lien, or outstanding judgment that may be provided to Shasta County.

Applicant's Signature Acknowledging Waiver:

I release and hold harmless all schools, all past and present employers, the County of Shasta and its officers and employees, and all other individuals and entities from any and all liability or damage of whatever kind which may at any time result to me because of compliance with this authorization and release of information.

This authorization is a continuing one; if I am hired by Shasta County, it shall remain in effect during the entire period of my employment and may be used by Shasta County at any time it deems appropriate.

A copy of this form may be used in lieu of an original.

Applicant's Name: _____

Applicant's Signature: _____

Social Security Number: _____

Dated: _____

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~~NOTICE TO EMPLOYEES~~
~~EMPLOYEE RIGHTS AND RESPONSIBILITIES~~
~~UNDER THE CALIFORNIA FAMILY RIGHTS ACT AND/OR~~
~~PREGNANCY DISABILITY LEAVE LAW~~

~~Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent, spouse or registered domestic partner.~~

~~Even if you are not eligible for CFRA leave, if you are disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave (PDL) of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take both a PDL and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.~~

~~If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for your self or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.~~

~~Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.~~

~~We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, spouse or registered domestic partner who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.~~

~~If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks. However, the County will grant a request for a CFRA leave of less than two weeks duration on any two occasions. You must conclude the leave within one year of the birth or placement for adoption or foster care.~~

~~Taking a CFRA leave and/or PDL may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact CountyPersonnel.~~

~~If you require time off for any reason covered by PDL or CFRA, you must contact your supervisor.~~

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NOTICE TO EMPLOYEES

~~EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FEDERAL FAMILY AND MEDICAL LEAVE ACT~~

~~Basic Leave Entitlement~~

~~FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:~~

- ~~• For incapacity due to pregnancy, prenatal medical care or child birth;~~
- ~~• To care for the employee's child after birth, or placement for adoption or foster care;~~
- ~~• To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or~~
- ~~• For a serious health condition that makes the employee unable to perform the employee's job.~~

~~Military Family Leave Entitlements~~

~~Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.~~

~~FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.~~

~~Benefits and Protections~~

~~During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.~~

~~Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.~~

~~Eligibility Requirements~~

~~Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.~~

~~Definition of Serious Health Condition~~

~~A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.~~

~~Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a~~

~~Use of Leave~~

~~An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.~~

~~Substitution of Paid Leave for Unpaid Leave~~

~~Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.~~

~~Employee Responsibilities~~

~~Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.~~

~~Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.~~

~~Employer Responsibilities~~

~~Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.~~

~~Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.~~

~~Unlawful Acts by Employers~~

~~FMLA makes it unlawful for any employer to:~~

- ~~• Interfere with, restrain, or deny the exercise of any right provided under FMLA;~~
- ~~• Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.~~

~~Enforcement~~

~~An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.~~

~~FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.~~

~~FMLA section 109 (29 U.S.C. § 2619) requires FMLA-covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.~~

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~~**NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES—
FAMILY AND MEDICAL LEAVE ACT AND/OR CALIFORNIA FAMILY RIGHTS ACT**~~

DATE: _____

TO: _____
[Employee's Name and Title]

FROM: _____
[Department Manager]

SUBJECT: ~~Notice of Eligibility and Rights and Responsibilities—Family and Medical Leave Act and/or California Family Rights Act~~

PART A — Notice of Eligibility

We received information that you need leave beginning on _____
for:

_____ ~~The birth of a child, or placement of a child with you for adoption or foster care.~~

_____ ~~Your own serious health condition.~~

_____ ~~Because you are needed to care for your _____ spouse _____ registered domestic partner (CFRA Leave Only) _____ child _____ parent due to his/her serious health condition.~~

_____ ~~Because of a qualifying exigency arising out of the fact that your _____ spouse _____ son or daughter _____ parent is on active duty or called to active duty status in support of a contingency operation as a member of the National Guard or Reserves (FMLA Leave Only).~~

_____ ~~Because you are the _____ spouse _____ son or daughter _____ parent _____ next of kin of a covered servicemember with a serious injury or illness (FMLA Leave Only).~~

This is to inform you that:

_____ ~~You are eligible for Family and Medical Leave ("FMLA"). (See **Part B** below for Rights and Responsibilities).~~

_____ ~~You are eligible for California Family Rights Act ("CFRA") leave. (See **Part B** below for Rights and Responsibilities).~~

_____ ~~You are not eligible for _____ FMLA leave and/or _____ CFRA leave because (only one reason need be checked, although you may not be eligible for other reasons):~~

_____ ~~You have not met the 12-month length of service requirement under the FMLA and/or CFRA. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.~~

_____ ~~You have not met the 1,250 hours worked requirement under the FMLA and/or CFRA.~~

_____ ~~You do not work and/or report to a work site with 50 or more employees within a 75 mile radius.~~

_____ ~~You have exhausted your _____ FMLA and/or _____ CFRA leave entitlement in the applicable 12-month period.~~

~~If you have any questions, refer to the FMLA/CFRA policies in the Personnel Rules or contact County Personnel.~~

PART B—Rights and Responsibilities

~~As explained in Part A, you meet the eligibility requirements for taking FMLA and/or CFRA leave and have FMLA and/or CFRA leave available to you in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA and/or CFRA leave, you must return the following information to us. You will have at least 15 calendar days from receipt of this notice in which to provide the information; additional time may be required in some circumstances). If sufficient information is not provided in a timely manner, your leave may be delayed, denied, or not designated as FMLA and/or CFRA leave.~~

~~If the leave is for your own serious health condition, to care for a family member, a military qualifying exigency, or to care for a servicemember, you must provide sufficient certification to support your request for FMLA and/or CFRA leave. A certification form that sets forth the information necessary to support your request is enclosed.~~

~~_____ (Check if Applicable) Sufficient documentation to establish the required relationship between you and your family member.~~

~~_____ (Check if Applicable) Other information needed:~~

~~If your leave qualifies as FMLA and/or CFRA leave, you will have the following responsibilities while on leave:~~

~~Contact Payroll to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during the FMLA and/or CFRA leave, and recover these payments from you upon your return to work.~~

~~You will be required to use your available paid sick leave (if leave is for your own serious health condition), vacation, and other leave balances during your FMLA and/or CFRA absence. In addition, you have the option, but are not required, to use paid family sick leave where the leave is to care for your spouse, registered domestic partner, child or parent due to his/her serious health condition or to care for an injured or ill servicemember as stated above. This means that you will receive your paid leave and the leave will also be considered protected FMLA and/or CFRA leave and counted against your FMLA and/or CFRA leave entitlement. You will not be required to use leave balances if you are receiving wage replacement benefits like state disability insurance (SDI), paid family leave insurance (PFL), or workers' compensation benefits, but your leave will still be considered protected FMLA and/or CFRA leave. You may choose to coordinate these benefits with your leave balances. **Notify Payroll and your department immediately if you receive any wage replacement benefits and state whether or not you wish to coordinate your leave balances with these benefits.** Wage replacement benefits you receive in combination with any leave balances you coordinate with these benefits may not exceed your regular weekly wages.~~

~~_____ (Check if Applicable) While on leave, you will be required to furnish us with periodic reports of your status and intent to return to work every _____ (Indicate interval of periodic reports, as appropriate for the particular leave situation).~~

~~You will be required to follow your department's regular call-in procedure to report any absences related to any required intermittent leave or leave on a reduced work schedule.~~

~~If the circumstances of your leave change and you are able to return to work earlier than the date you have stated, you will be required to notify us at least two (2) workdays prior to the date you intend to report for work.~~

~~If your leave qualifies as FMLA and/or CFRA leave, you will have the following rights while on FMLA and/or CFRA leave:~~

- ~~• You have a right under the FMLA and/or CFRA for up to 12 weeks of unpaid leave in a 12-month period calculated as the calendar year (January–December).~~
- ~~• You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period is measured forward from the first day of leave.~~
- ~~• Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.~~
- ~~• You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA and/or CFRA leave. (If your leave extends beyond the end of your FMLA and/or CFRA entitlement, you do not have return rights under FMLA and/or CFRA.)~~
- ~~• If you do not return to work following FMLA and/or CFRA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA and/or CFRA leave; (2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or (3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA and/or CFRA leave.~~
- ~~• If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA and/or CFRA leave, you have the right to have your sick leave, vacation, and/or other leave balances run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of County policies relating to such leaves. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA and/or CFRA leave.~~

~~For a copy of conditions applicable to sick/vacation/other leave, please refer to the County Personnel Rules and, if you are a member of a bargaining unit, the memorandum of understanding with your bargaining unit. These are available at the County's website (co.shasta.ca.us).~~

~~Once we obtain the information from you as specified above, we will inform you within five (5) business days whether your leave will be designated as FMLA and/or CFRA leave and count towards your annual FMLA and/or CFRA leave entitlement.~~

~~If you have any questions, please contact County Personnel at 225-5515.~~

Attachments:

~~Notice to Employees of Rights & Responsibilities Under FMLA~~

~~Notice to Employees of Rights & Responsibilities under CFRA and/or Pregnancy Disability Leave Law~~

~~Certification Form (If Eligible for FMLA and/or CFRA Leave)~~

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printing purposes.~~

3. ~~State the care you will provide to your family member and an estimate of the time period during which care will be provided, including a schedule if leave is to be taken intermittently or on a reduced work schedule:~~

SECTION III: ~~For Completion by Health Care Provider - Instructions to Health Care Provider~~

~~The employee identified in Section I has requested leave under the FMLA and/or CFRA for his or her serious health condition and/or to care for a covered family member. Please fully answer all of the questions below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA and/or CFRA coverage. Limit your responses to the condition for which the employee is seeking leave. Finally, please be sure to sign the form on the last page.~~

1. ~~Patient's name (if different from employee):~~ _____

2. ~~Approximate date condition or need for treatment commenced [Note: The Health Care Provider is not to disclose the underlying diagnosis without the consent of the patient]:~~ _____

3. ~~Probable duration of medical condition or need for treatment:~~ _____

4. ~~Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? _____ No _____ Yes~~

~~If so, provide dates of admission:~~ _____

5. ~~Date(s) you treated the patient for condition:~~ _____

6. ~~Will the patient need to have treatment visits at least twice per year due to the condition? _____ No _____ Yes~~

7. ~~Was medication, other than over the counter medication, prescribed? _____ No _____ Yes~~

8. ~~Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? _____ No _____ Yes. If so, state the expected duration of treatment:~~

9. ~~The attached sheet describes what is meant by a "serious health condition" and "incapacity" under the law. Does the patient's condition qualify under any of the categories described? If so, please circle the appropriate category.~~

~~(1) (2) (3) (4) (5) (6)~~

~~Answer Questions 10 - 13 if the certification is for the serious health condition of the employee.~~

10. ~~Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his and/or her job functions.~~

(a) ~~If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or chronic condition), is the employee unable to perform work of any kind? No Yes~~

(b) ~~If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's position? No Yes~~

~~If so, identify the job functions the employee is unable to perform:~~

11. ~~Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes~~

~~If so, estimate the beginning and ending dates for the period of incapacity:~~

12. ~~Will the employee (1) need intermittent leave to attend follow-up treatment appointments or (2) need to work part time or on a reduced schedule because of the employee's medical condition? No Yes~~

(a) ~~If so, are the treatments, or the reduced number of hours of work medically necessary? No Yes~~

(b) ~~Estimate the number of treatments if any, including the treatment schedule and dates of any scheduled appointments and the time required for each appointment, including any recovery period:~~

(c) ~~Estimate the part time or reduced work schedule the employee needs, if any~~

~~hour(s) per day days per week from through~~

13. ~~Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No Yes~~

(a) ~~Is it medically necessary for the employee to be absent from work during the flare-ups? No Yes~~

(b) ~~Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):~~

~~Frequency: times per week(s) month(s)~~

~~Duration: hours or day(s) per episode~~

The following questions should only be answered if this certification is for the employee to care for a family member.]

14. (a) ~~If leave is required to care for a spouse, registered domestic partner, child, or parent of the employee with a serious health condition, does (or will) the family member require assistance for basic medical, hygiene, nutritional needs, safety, or for transportation? No Yes~~

(b) ~~After reviewing the information provided by the employee in Section II (Item 3) above, does the patient's condition warrant the participation of the employee (This participation may include psychological comfort and/or arranging for third party care for the family member)? No Yes~~

(c) ~~Estimate the period of time care is needed or during which the employee's presence would be beneficial:~~

15. ~~Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes~~

~~If so, estimate the beginning and ending dates for the period of incapacity:~~

16. ~~Will the patient require follow-up treatments, including any time for recovery? No Yes~~

~~Is it medically necessary for the employee to be off work for these follow-up treatments and recovery periods?~~

~~No Yes~~

~~Estimate the treatment schedule and dates of any scheduled appointments and the time required for each appointment, including any recovery period:~~

17. ~~Is it medically necessary for the employee to be off work on an intermittent or reduced schedule basis to provide care for the patient, including any time for recovery?~~

~~Estimate the hours the patient needs care on an intermittent or reduced schedule basis, if any:~~

~~hour(s) per day days per week from through~~

18. ~~Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? No Yes~~

~~Is it medically necessary for the employee to be absent from work to provide care during the flare-ups? No Yes.~~

~~Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):~~

~~Frequency: times per week(s) month(s)~~

~~Duration: hours or day(s) per episode~~

~~Signature of Health Care Provider~~

~~Type of Practice / Medical Specialty~~

~~Address~~

~~City, State and Zip Code~~

~~Telephone Number~~

~~Date~~

~~Facsimile Number~~

~~Employee's Signature~~

~~Date~~

~~Attachment:~~

~~Essential Functions for Employee's Position~~

SERIOUS HEALTH CONDITION AND INCAPACITY

The term "incapacity" means inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

(1) Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy [NOTE: An employee's own incapacity due to pregnancy is covered as a serious health condition under FMLA but not under CFRA.]

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatment

Any period of incapacity or treatment for such incapacity due to a chronic condition. A chronic condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery

~~there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either~~

~~(1) for restorative surgery after an accident or other injury, or~~

~~(2) for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).~~

DESIGNATION NOTICE

FAMILY AND MEDICAL LEAVE ACT AND/OR CALIFORNIA FAMILY RIGHTS ACT

DATE: _____

TO: _____
[Employee's Name and Title]

FROM: _____
[Department Manager]

SUBJECT: ~~Designation Notice~~ Family and Medical Leave Act and/or California Family Rights Act

We have reviewed your request for leave under the Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA") and any supporting documentation you have provided. In your request, you asked for FMLA and/or CFRA leave for the following reason:

_____ The birth of a child, or placement of a child with you for adoption or foster care.

_____ Your own serious health condition.

_____ Because you are needed to care for your _____ spouse _____ registered domestic partner (CFRA Leave Only) _____ child _____ parent due to his/her serious health condition.

_____ Because of a qualifying exigency arising out of the fact that your _____ spouse _____ son or daughter _____ parent is on active duty or called to active duty status in support of a contingency operation as a member of the National Guard or Reserves (FMLA Leave Only).

_____ Because you are the _____ spouse _____ son or daughter _____ parent _____ next of kin of a covered servicemember with a serious injury or illness (FMLA Leave Only).

We have received your most recent information. Based on that information and the other information you provided, we have made the following determination(s):

_____ ~~Your FMLA and/or CFRA leave request is approved. All leave taken for the specified reason will be designated as _____ FMLA leave and/or _____ CFRA leave (Check one or both as applicable).~~ Should you fail to return to work at the end of your FMLA and/or CFRA leave, or fail to provide continued certification of your need for additional leave, we cannot guarantee reinstatement to your prior position, or that any job will be available for you upon your return to work.

~~If you require intermittent leave or leave on a reduced work schedule, we will provide you with the leave your or your family member's health care provider indicates is necessary to the extent required by law. However, if your need for such leave is foreseeable based on planned medical treatment, we reserve the right to reassign you to a position with equivalent pay and benefits during your leave if another position is better suited to your new temporary schedule. We will notify you if a temporary reassignment will be made. You will be required to follow your department's regular call-in procedures to report any absence related to any required intermittent leave.~~

~~The FMLA and/or CFRA require that you notify us as soon as practicable if the dates of your scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to~~

~~date, we are providing the following information about the amount of time that will be counted against your FMLA and/or CFRA leave entitlement:~~

~~_____ You currently have _____ hours of FMLA and/or _____ hours of CFRA leave available.~~

~~_____ Your leave will begin on _____ and end on _____~~

~~_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your _____ FMLA and/or _____ CFRA (check one or both as applicable) leave entitlement: _____~~

~~_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA and/or CFRA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).~~

~~Please be advised:~~

~~If you have requested to use paid leave during your FMLA and/or CFRA leave, any paid leave taken for this reason will count against your FMLA and/or CFRA leave entitlement.~~

~~You will be required to use your available paid sick leave (if leave is for your own serious health condition), vacation, and other leave balances during your FMLA and/or CFRA absence. In addition, you have the option, but are not required, to use paid family sick leave where the leave is to care for your spouse, registered domestic partner, child or parent due to his/her serious health condition or to care for an injured or ill servicemember as stated above. This means that you will receive your paid leave and the leave will also be considered protected FMLA and/or CFRA leave and counted against your FMLA and/or CFRA leave entitlement. However, you will not be required to use leave balances if you are receiving wage replacement benefits like state disability insurance (SDI), paid family leave insurance (PFL), or workers' compensation benefits. You may choose to coordinate these benefits with your leave balances. **Notify Payroll and your department immediately if you receive any wage replacement benefits and state whether or not you wish to coordinate your leave balances with these benefits.** Wage replacement benefits you receive in combination with any leave balances you coordinate with these benefits may not exceed your regular weekly wages.~~

~~Information about state disability insurance ("SDI") and paid family leave ("PFL") benefits are enclosed with this letter. It is your responsibility to apply for such benefits through the local Employment Development Department if you so choose.~~

~~If you are taking leave due to your own serious health condition and it is not intermittent or reduced schedule leave, you will be required to present a Fitness for Duty Certification to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is attached. The Fitness for Duty Certification must address your ability to perform these functions.~~

~~_____ (Check if Applicable) If you are taking intermittent or reduced schedule leave due to your own serious health condition, you will be required to provide a Fitness For Duty Certification for such absences up to once every 30 days because it has been determined that reasonable safety concerns exist regarding your ability to perform your duties based on the serious health condition for which you are taking such leave. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to you or to others, taking into consideration the nature and severity of the potential harm and the likelihood that potential harm will occur. Under this provision, for each subsequent instance of intermittent or reduced schedule leave, you will be required to submit a Fitness for Duty Certification unless one has already been submitted within the past 30 days. A list of the essential functions of your position is attached. The Fitness For Duty Certification must address your ability to perform these functions.~~

~~Additional information is needed to determine if your FMLA and/or CFRA leave request can be approved (check if applicable):~~

~~_____ The certification you have provided is not (complete/sufficient) to determine whether the FMLA and/or~~

~~CFRA applies to your leave request. You must provide the following information no later than _____ (at least seven calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts), or your leave may be delayed, denied, or not designated as FMLA and/or CFRA leave:~~

~~_____ We are exercising our right to have you obtain a second or third opinion health care provider certification at our expense. We will provide further details at a later time.~~

~~_____ Your FMLA leave request is denied.~~

~~_____ Your CFRA leave request is denied.~~

~~_____ The FMLA does not apply to your leave request.~~

~~_____ The CFRA does not apply to your leave request.~~

~~All additional information requested in this form should be directed to~~

[Department Contact]

~~Any questions about FMLA and/or CFRA leave should be directed to County Personnel.~~

Attachment:

~~Essential Functions of Position~~

~~Information about State Disability Insurance and Paid Family Leave Benefits~~

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~~NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES~~
~~FAMILY AND MEDICAL LEAVE ACT AND/OR PREGNANCY DISABILITY LEAVE~~

DATE: _____

TO: _____
[Employee's Name and Title]

FROM: _____
[Department Manager]

SUBJECT: ~~Notice of Eligibility and Rights and Responsibilities — Family and Medical Leave Act and/or Pregnancy Disability Leave~~

PART A — Notice of Eligibility

We received information that you need leave beginning on _____
for your being disabled due to pregnancy, childbirth or related medical conditions.

This is to inform you that:

____ You are eligible for Pregnancy Disability Leave. (~~See Part B~~ below for Rights and Responsibilities).

____ You are also eligible for Family and Medical Leave ("FMLA"). (~~See Part B~~ below for Rights and Responsibilities).

____ You are not eligible for _____ FMLA leave because (only one reason need be checked, although you may not be eligible for other reasons):

____ You have not met the 12-month length of service requirement under the FMLA.
~~As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.~~

____ You have not met the 1,250-hours worked requirement under the FMLA and/or CFRA.

____ You do not work and/or report to a work site with 50 or more employees within a 75-mile radius.

____ You have exhausted your _____ FMLA leave entitlement in the applicable 12-month period.

If you have any questions, refer to the FMLA/ policies in the Personnel Rules or contact County Personnel.

PART B — Rights and Responsibilities

~~As explained in Part A, you meet the eligibility requirements for taking Pregnancy Disability Leave and/or FMLA leave. However, in order for us to determine whether your absence qualifies as Pregnancy Disability Leave and/or FMLA leave, you must return the following information to us. You will have at least 15 calendar days from receipt of this notice in which to provide the information; additional time may be required in some circumstances. If sufficient information is not provided in a timely manner, your leave may be delayed, denied, or not designated as Pregnancy Disability Leave and/or FMLA leave.~~

~~Sufficient certification to support your request for Pregnancy Disability Leave and/or FMLA leave. A certification form that sets forth the information necessary to support your request is enclosed.~~

____ (~~Check if Applicable~~): Additional information needed:

~~If your leave qualifies as Pregnancy Disability Leave and/or FMLA leave, you will have the following responsibilities while on leave:~~

~~If your leave qualifies as FMLA leave, contact Payroll to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits for 12 workweeks of leave. You have a minimum 30-day grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during the FMLA leave, and recover these payments from you upon your return to work.~~

~~You will be required to use your available paid sick leave during your Pregnancy Disability Leave and/or FMLA absence. In addition, you have the option, but are not required, to use vacation and other accrued leave balances. This means that you will receive your paid leave and the leave will also be considered protected Pregnancy Disability Leave and/or FMLA leave and counted against your Pregnancy Disability Leave and/or FMLA leave entitlement. You will not be required to use leave balances if you are receiving wage replacement benefits like state disability insurance (SDI), paid family leave insurance (PFL), or workers' compensation benefits, but your leave will still be considered Pregnancy Disability Leave and/or FMLA leave. You may choose to coordinate these benefits with your leave balances. **Notify Payroll and your department immediately if you receive any wage replacement benefits and state whether or not you wish to coordinate your leave balances with these benefits.** Wage replacement benefits you receive in combination with any leave balances you coordinate with these benefits may not exceed your regular weekly wages.~~

~~_____ (Check if Applicable) While on leave, you will be required to furnish us with periodic reports of your status and intent to return to work every _____ (Indicate interval of periodic reports, as appropriate for the particular leave situation).~~

~~You will be required to follow your department's regular call-in procedures to report any absences related to any required intermittent leave or leave on a reduced work schedule.~~

~~If the circumstances of your leave change and you are able to return to work earlier than the date you have stated, you will be required to notify us at least two (2) workdays prior to the date you intend to report for work.~~

~~If your leave qualifies as Pregnancy Disability Leave and/or FMLA leave, you will have the following rights while on Pregnancy Disability Leave and/or FMLA leave:~~

- ~~• You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as the calendar year (January – December).~~
- ~~• You have a right under the Pregnancy Disability Leave law for up to four months of leave, depending on the periods of actual disability. The four months is defined as 88 work days for full-time employees working five (5) days per week; employees working other schedules are entitled to a pro-rata amount of leave.~~
- ~~• While on FMLA leave, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work. This does not apply to Pregnancy Disability Leave that fails to also qualify as FMLA leave.~~
- ~~• You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from Pregnancy Disability Leave and/or FMLA leave. (If your leave extends beyond the end of your Pregnancy Disability Leave and/or FMLA entitlement, you do not have return rights under the Pregnancy Disability Leave law and/or FMLA).~~
- ~~• If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of~~

~~health insurance premiums paid on your behalf during your FMLA leave. This does not apply to Pregnancy Disability Leave that fails to also qualify as FMLA leave.~~

- ~~● If we have not informed you above that you must use accrued paid leave while taking your unpaid Pregnancy Disability Leave and/or FMLA leave, you have the right to have your sick leave, vacation, and/or other leave balances run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of County policies relating to such leaves. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid Pregnancy Disability Leave and/or FMLA leave.~~

~~For a copy of conditions applicable to sick/vacation/other leave, please refer to the County Personnel Rules and, if you are a member of a bargaining unit, the memorandum of understanding with your bargaining unit. These are available at the County's website (co.shasta.ca.us).~~

~~Once we obtain the information from you as specified above, we will inform you within five (5) business days whether your leave will be designated as Pregnancy Disability Leave and/or FMLA leave and count towards your Pregnancy Disability Leave and/or annual FMLA leave entitlement.~~

~~If you have any questions, please contact County Personnel at 225-5515.~~

Attachments:

~~Notice to Employees of Rights & Responsibilities Under FMLA~~

~~Notice to Employees of Rights & Responsibilities under CFRA and/or Pregnancy Disability Leave Law~~

~~Certification Form~~

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printing purposes.~~

4. ~~Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his and/or her job functions.~~

(a) ~~Is the employee unable to perform work of any kind? _____ No _____ Yes~~

(b) ~~If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's position without undue risk to herself, the successful completion of her pregnancy, or to other persons? _____ No _____ Yes~~

~~If so, identify the job functions the employee is unable to perform: _____~~

5. ~~Will the employee be incapacitated for a single continuous period of time due to her medical condition, including any time for treatment and recovery? _____ No _____ Yes~~

~~If so, estimate the beginning and ending dates for the period of incapacity: _____~~

6. ~~Will the employee (1) need intermittent leave to attend treatment appointments or prenatal care or (2) need to work part time or on a reduced schedule because of the employee's medical condition? _____ No _____ Yes~~

(a) ~~If so, are the treatments, or the reduced number of hours of work medically advisable? _____ No _____ Yes~~

(b) ~~Estimate the number of treatments if any, including the treatment schedule and dates of any scheduled appointments and the time required for each appointment, including any recovery period: _____~~

(c) ~~Estimate the part time or reduced work schedule the employee needs, if any~~

~~_____ hour(s) per day _____ days per week from _____ through _____~~

6. ~~Will the condition cause episodic flare-ups periodically disabling the employee (including "morning sickness")? _____ No _____ Yes~~

(a) ~~Is it medically advisable for the employee to be absent from work during the flare-ups? _____ No _____ Yes~~

(b) ~~Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related disability that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):~~

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

~~Signature of Health Care Provider~~

~~Type of Practice / Medical Specialty~~

~~Address~~

~~City, State and Zip Code~~

~~Telephone Number~~

~~Date~~

~~Facsimile Number~~

~~Employee's Signature~~

~~Date~~

~~Attachment:~~

~~Essential Functions for Employee's Position~~

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printing purposes.~~

DESIGNATION NOTICE

FAMILY AND MEDICAL LEAVE ACT AND/ OR PREGNANCY DISABILITY LEAVE

DATE: _____

TO: _____

[Employee's Name and Title]

FROM: _____

[Department Manager]

SUBJECT: Designation Notice — Family and Medical Leave Act/Pregnancy Disability Leave

~~We have reviewed your request for leave under the Family and Medical Leave Act ("FMLA") and/or Pregnancy Disability Leave law ("PDL") and any supporting documentation you have provided. In your request, you asked for FMLA and/or PDL for your being disabled due to pregnancy, childbirth, or related medical conditions.~~

~~We have received your most recent information. Based on that information and the other information you provided, we have made the following determinations:~~

~~_____ Your _____ PDL and/or _____ FMLA leave request is approved. All leave taken for the specified reason will be designated as PDL leave.~~

~~_____ Twelve weeks of your PDL leave will also be designated as FMLA leave.~~

~~Should you fail to return to work at the end of your PDL and/or FMLA leave, or fail to provide continued certification of your need for additional leave, we cannot guarantee reinstatement to your prior position, or that any job will be available for you upon your return to work.~~

~~If you require intermittent leave or leave on a reduced work schedule, we will provide you with the leave your health care provider indicates is necessary to the extent required by law. However, for the twelve weeks your leave may qualify as FMLA leave, and if your need for such leave is foreseeable based on planned medical treatment, we reserve the right to reassign you to a position with equivalent pay and benefits during your leave if another position is better suited to your new temporary schedule. We will notify you if a temporary reassignment will be made. You will be required to follow your department's regular call-in procedures to report any absence related to any required intermittent leave or leave on a reduced work schedule.~~

~~Please notify us as soon as practicable if the dates of your scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your FMLA and/or PDL leave entitlement:~~

~~_____ You currently have hours of PDL and/or hours of FMLA leave available.~~

~~_____ Your leave will begin on _____ and end on _____~~

~~_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your Pregnancy Disability Leave entitlement: _____~~

~~_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your FMLA leave entitlement: _____~~

~~_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your PDL and/or FMLA entitlement at this time. If your leave qualifies as FMLA leave, you have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).~~

~~Please be advised:~~

~~If you have requested to use paid leave during your PDL and/or FMLA leave, any paid leave taken for this reason will count against your PDL and/or FMLA leave entitlement.~~

~~You will be required to use your available paid sick leave during your Pregnancy Disability Leave and/or FMLA absence. In addition, you have the option, but are not required, to use vacation and other accrued leave balances. This means that you will receive your paid leave and the leave will also be considered protected Pregnancy Disability Leave and/or FMLA leave and counted against your Pregnancy Disability Leave and/or FMLA leave entitlement. However, you will not be required to use leave balances if you are receiving wage replacement benefits like state disability insurance (SDI), paid family leave insurance (PFL), or workers' compensation benefits. You may choose to coordinate these benefits with your leave balances. **Notify Payroll and your department immediately if you receive any wage replacement benefits and state whether or not you wish to coordinate your leave balances with these benefits.** Wage replacement benefits you receive in combination with any leave balances you coordinate with these benefits may not exceed your regular weekly wages.~~

~~Information about state disability insurance ("SDI") and paid family leave ("PFL") benefits are enclosed with this letter. It is your responsibility to apply for such benefits through the local Employment Development Department if you so choose. Please inform Payroll immediately if/when you receive SDI or PFL benefits so as to avoid any sort of overpayment that could occur as a result of your choosing to coordinate leave balances with SDI or PFL benefits.~~

~~If you are not taking intermittent or reduced schedule leave, you will be required to present a Fitness for Duty Certification to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is attached. The Fitness for Duty Certification must address your ability to perform these functions.~~

~~_____ (Check if Applicable) If you are taking intermittent or reduced schedule leave, you will be required to provide a Fitness For Duty Certification for such absences up to once every 30 days because it has been determined that reasonable safety concerns exist regarding your ability to perform your duties based on the condition for which you are taking such leave. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to you or to others, taking into consideration the nature and severity of the potential harm and the likelihood that potential harm will occur. Under this provision, for each subsequent instance of intermittent or reduced schedule leave, you will be required to submit a Fitness for Duty Certification unless one has already been submitted within the past 30 days. A list of the essential functions of your position is attached. The Fitness For Duty Certification must address your ability to perform these functions.~~

~~Additional information is needed to determine if your FMLA and/or PDL leave request can be approved (check if applicable):~~

~~_____ The certification you have provided is not complete and/or sufficient to determine whether the PDL and/or FMLA applies to your leave request. You must provide the following information no later than _____ (at least seven calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts), or your leave may be delayed, denied, or not designated as PDL and/or FMLA leave:~~

~~_____ In connection with FMLA leave (but not PDL Leave) we are exercising our right to have you obtain a second or third health care provider certification at our expense. We will provide further details at a later time.~~

~~_____ Your FMLA Leave request is denied.~~

~~_____ Your PDL Leave request is denied.~~

~~_____ The FMLA does not apply to your leave request.~~

~~_____ The PDL does not apply to your leave request.~~

~~All additional information should be directed to:~~

~~_____
{Department Contact}~~

~~Any questions about FMLA and/or PDL leave should be directed to County Personnel.~~

Attachment:

~~_____ Essential Functions of Employee's Position~~

~~_____ Information about State Disability Insurance and Paid Family Leave Benefits~~

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printing purposes.~~

**~~CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER-
MILITARY FAMILY LEAVE~~**

~~FAMILY AND MEDICAL LEAVE ACT~~

~~SECTION I: For Completion By Employee and/or Covered Servicemember for Whom the Employee Is Requesting Leave:~~ (This section must be completed before any of the below sections can be completed by a health care provider.)

~~Please complete Section I before having Section II completed. The Family and Medical Leave Act ("FMLA") permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. Failure to do so may result in a denial or delay of your FMLA request, or non-designation of your leave as FMLA leave. You must be given at least 15 calendar days to return this form to your employer.~~

~~PART A: Employee Information~~

~~Name and address of the employer (this is the employer of the employee requesting leave to care for a covered servicemember):~~

~~Name of employee requesting leave to care for a covered servicemember:~~

First Middle Last

~~Name of the covered servicemember (for whom employee is requesting leave to care):~~

First Middle Last

~~Relationship of employee to covered servicemember for whom employee will be providing care:~~

~~____ Spouse ____ Parent ____ Son ____ Daughter ____ Next of Kin~~

~~PART B: Covered Servicemember Information~~

~~(1) Is the covered servicemember a current member of the regular Armed Forces, the National Guard or Reserves? ____ Yes ____ No~~

~~If yes, please provide the covered servicemember's military branch, rank, and unit to which the servicemember is currently assigned:~~

~~Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)? ☐ Yes ☐ No If yes, please provide the name of the medical treatment facility or unit:~~

~~(2) Is the covered servicemember on the Temporary Disability Retired List (TDR)? ☐ Yes ☐ NO~~

PART C: ~~Care to Be Provided to the Covered Servicemember~~

~~Describe the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care:~~

~~SECTION II: For completion by a United States Department of Defense ("DOD") health care provider or a health care provider who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE Network authorized private health care provider; or (3) a DOD Non-Network TRICARE authorized private health care provider.~~ If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD Recovery Care Coordinator). (Please ensure that Section I above has been completed before completing this section.) Please be sure to sign the form on the last page.

The employee listed on the previous page has requested leave under the FMLA to care for a family member who is a member of the Regular Armed Forces, the National Guard, or the Reserves and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a "serious injury or illness" is one that was incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a covered servicemember's serious injury or illness includes written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Please answer all applicable parts fully and completely. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave.

PART A: Health Care Provider Information

Health care provider's name and business address:

Type of practice/medical specialty:

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider: _____

Telephone: (_____) _____ Fax: (_____) _____ Email: _____

PART B: Medical Status

(1) The covered servicemember's medical condition is classified as (check one of the following):

Shasta County Personnel Rules (revised 6/2011)

~~_____ (VSI) Very Seriously Ill/Injured - Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)~~

~~_____ (S1) Seriously Ill/Injured - Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)~~

~~_____ Other Ill/Injured - a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.~~

~~_____ None of the Above (Note to employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition." If such leave is requested, you may be required to complete a health care provider certification form.)~~

(2) Was the condition for which the covered servicemember is being treated incurred in the line of duty on active duty in the Armed Forces? _____ Yes _____ No

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

(5) Is the covered servicemember undergoing medical treatment, recuperation, or therapy?
_____ Yes _____ No.

PART C: _____ Covered Servicemember's Need for Care by Family Member

(1) Will the covered servicemember need care for a single continuous period of time, including any time for treatment recovery? _____ Yes _____ No

If yes, estimate the beginning and ending dates for this period of time: _____

(2) Will the covered servicemember require periodic follow-up treatment appointments? _____ Yes _____ No

If yes, estimate the treatment schedule: _____

(3) Is there a medical necessity for the covered servicemember to have periodic care for these follow-up treatment appointments? _____ Yes _____ No

(4) Is there a medical necessity for the covered servicemember to have periodic care other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)? _____ Yes _____ No. If yes, please estimate the frequency and duration of the periodic care: _____

Signature of Health Care Provider: _____ Date: _____

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CERTIFICATION OF QUALIFYING EXIGENCY – MILITARY FAMILY LEAVE**FAMILY AND MEDICAL LEAVE ACT****SECTION I: For Completion by Employer**

Employer name: _____

Contact information: _____

SECTION II: For Completion by Employee – Instructions to Employee

Please complete Section II fully and completely. The Family and Medical Leave Act ("FMLA") permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage. Your response is required. While you are not required to provide this information, failure to do so may result in a denial or delay of your request for FMLA leave or non-designation of your leave as FMLA leave. Your employer must give you at least 15 calendar days to return this form.

Your Name: _____
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following:

_____ A copy of the covered military member's active duty orders is attached.

_____ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.

_____ I have previously provided my employer with sufficient written documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

PART A: Qualifying Reason for Leave

1. _____ Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

2. _____ A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency

~~includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached. _____ Yes _____ No _____ None Available~~

PART B: Amount of Leave Needed

1. ~~Approximate date exigency commenced: _____~~

~~Probable duration of exigency: _____~~

2. ~~Will you need to be absent from work for a single continuous period of time due to the qualifying exigency? _____ No _____ Yes~~

~~If so, estimate the beginning and ending dates for the period of absence:~~

3. ~~Will you need to be absent from work periodically to address this qualifying exigency? _____ No _____ Yes~~

~~Estimate schedule of leave, including the dates of any scheduled meetings or appointments:~~

~~Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):~~

~~Frequency: _____ times per _____ week(s) _____ month(s)~~

~~Duration: _____ hours _____ day(s) per event~~

PART C: Third-Party Meeting Information

~~If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organization), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.~~

~~Name of Individual: _____ Title: _____~~

~~Organization: _____~~

~~Address: _____~~

~~Telephone: _____ Fax: _____~~

~~Email: _____~~

~~Describe nature of meeting:~~

PART D: Certification

~~I certify that the information I provided above is true and correct.~~

Signature of Employee

Date

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County-Provided Mobile Data Device Agreement

It is the responsibility of the employee who is connecting to the County network to ensure that all components of his/her connection remain as secure as his/her network access within the County. It is imperative that any wired (via sync cord, for example) or wireless connection, including, but not limited to devices and service, used to conduct County business be utilized appropriately, responsibly, and ethically. Failure to do so will result in immediate suspension of employee's connection to County network. For the purposes of this agreement, Mobile Data Device includes, but is not limited to, devices such as smartphones, iPads, and other tablet devices, hereinafter referred to as 'device'.

The following rules must be observed by employee:

1. The types of devices that are allowed to connect to the County network are limited. Please check with Shasta County Information Technology (CountyIT) to determine the current devices and software versions that are supported. Prior to initial use for connecting to the County network, employee must execute this agreement and verify with County IT that all hardware, software and related services are compatible with the County network.
2. Some devices may require the purchase of a software application (app) to allow the device to comply with County IT mandated security requirements. If software applications are required, the department requesting connection of the County provided device will be responsible for making this purchase prior to the device being connected to the County network. The employee's department is responsible for all costs of required software applications. Additionally, it is the employee's department's responsibility to set up the employee's individual calling plan with a cell phone provider and to pay all charges incurred. Any service issues or billing disputes with the carrier or vendor are the sole responsibility and obligation of the employee's department.
3. Employees who access, via his/her device, Protected Health Information (PHI), and/or Personally Identifiable Information (PII), and/or any other data deemed by policy or statute to require encryption, are required to maintain the settings on his/her device such that data encryption is enabled at all times.
4. Employee agrees that he/she has no reasonable expectation of privacy concerning any and all of the information stored on a county provided device. The County reserves the right to review and access at any time any and all of the information stored on county provided devices, including, but not limited to, wireless devices, which are used to connect to county resources, such as email. Employee also agrees to and accepts that his/her access and/or connection to the County network may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity in order to identify accounts or systems that may have been compromised by external parties. When an employee voluntarily accepts a County provided device, the County has the right and the ability to review and access any and all information on that device, including data the employee may view as personal. Should employee wish to stop using a County provided device, employee shall return the County provided device. Any employee who refuses to surrender a county provided device when requested by his or her supervisor may be subject to disciplinary action.

5. Employees accessing any County network with mobile data devices, are required to know and adhere to all County policies and guidelines, including policies and procedures concerning the confidentiality of the data being accessed and personal activities during work hours.
6. Any and all data obtained via the County network remains the property of the County in perpetuity.
7. Passwords and other confidential data are not to be stored on any associated storage devices such as Secure Digital (SD) and Compact Flash (CF) cards, as well as Memory Sticks and related flash-based supplemental storage media.
8. Employees who dispose of their device or return it to the vendor must remove all County information from the device before disposing of it or returning it to the vendor. Employees can contact County IT (245-7575) if he/she needs assistance in removing County information from his/her device.
9. Employees must immediately report a missing, replaced, or stolen device to the County IT (245-7575) and to their cell carrier. County IT will send a "KILL" command that will clear ALL data from the device and return the device to the configuration it was in when originally issued from the cell carrier.
10. For County provided devices where the department permits the employee to store personal data, settings, media, or applications on the device, it is the employee's responsibility to back up his/her personal data, settings, media, or applications so that he/she can recover his/her personal data in the event the device has to be "KILLED" by County IT.
11. The device is subject to a remote "KILL" under the following conditions:
 - Lost or stolen device.
 - Six consecutive failed password attempts (assumes the device is no longer in the owner's possession).
 - Employee leaves the employ of the County.
 - Department Head request.
 - County IT determines that any access to the County network is at risk (subject to approval by the Chief Information Officer).
12. The employee must abide by all municipal, state and federal laws concerning the use of mobile devices.
13. The County provided device will be forced to comply with complex password policies. This means that to use the device, the employee will have to unlock it by entering the valid password. Additionally, password changes will be required as determined by County IT. Devices will automatically lock (requiring the user to re-enter his/her password) after 10 minutes of inactivity. Employee agrees not to divulge passwords to others (see Section 26.2 Acceptable Use Policy in the Personnel Rules).

14. County IT will charge the employee's department the current IT Professional Service hourly rate for all support of devices connected to the County network. The employee must follow his/her department's procedures for obtaining services from County IT.

I have read, received a copy, and agree to abide by the foregoing County-Provided Mobile Device Agreement and Personnel Rule 26.12, Mobile Data Device Policy. I understand that any failure to comply with this agreement may result in the suspension of any or all remote access privileges.

_____ Employee Name	_____ Employee Signature	_____ Date	_____ Employee's Department
_____ Department Head, or his/her designee	_____ Department Head, or his/her designee, Signature	_____ Date	

*Forward completed form to: Chief Information Officer
Mail Code IS203A*

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printing purposes.**

Personal Mobile Data Device Agreement

It is the responsibility of the employee who is connecting to the County network to ensure that all components of his/her connection remain as secure as his/her network access within the County. It is imperative that any wired (via sync cord, for example) or wireless connection, including, but not limited to devices and service, used to conduct County business be utilized appropriately, responsibly, and ethically. Failure to do so will result in immediate suspension of employee's connection to County network. For the purposes of this agreement, Mobile Data Device includes, but is not limited to, devices such as smartphones, iPads, and other tablet devices, hereinafter referred to as 'device'.

The following rules must be observed by employee:

1. The types of devices that are allowed to connect to the County network are limited. Please check with Shasta County Information Technology (County IT) to determine the current devices and software versions that are supported. Prior to initial use for connecting to the County network, employee must execute this agreement and verify with County IT that all hardware, software and related services are compatible with the County network.
2. Some devices may require the employee to purchase a software application (app) to allow the device to comply with County IT mandated security requirements. Employee must receive prior approval from County IT before installing any software application in order to ensure software and device comply with County mandated security requirements. Employee is responsible for all costs of required software applications. Additionally, it is the employee's responsibility to set up his/her individual calling plan with his/her cell phone provider and to pay all charges incurred. Any service issues or billing disputes with the carrier or vendor are the sole responsibility and obligation of the employee.
3. Employees who access, via his/her device, Protected Health Information (PHI), and/or Personally Identifiable Information (PII), and/or any other data deemed by policy or statute to require encryption, are required to maintain the settings on his/her device such that data encryption is enabled at all times.
4. By voluntarily connecting a personal device to County resources, Employee agrees that he/ she has no reasonable expectation of privacy concerning any and all of the information stored on his/her device. The County reserves the right to review and access at any time any and all of the information stored on personal devices, including, but not limited to, wireless devices, which are used to connect to county resources, such as email. Employee also agrees to and accepts that his/her access and/or connection to the County network may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity in order to identify accounts or systems that may have been compromised by external parties. When an employee voluntarily connects a personal device to County resources, the County has the right and the ability to review and access any and all information on the employee's personal device, including data the employee may view as personal. The County's right and ability to review and access any and all information on that personal device exists for the entire time the employee uses the device to connect to County resources. Should employee wish to terminate the connection to County resources, employee shall submit the personal

device for access and review by County to ensure that all County related information is removed from the personal device. Any employee who refuses to surrender a personal device connected to County resources when requested by his or her supervisor to access and review the information on the device may be subject to disciplinary action.

5. Employees accessing any County network with personal devices, are required to know and adhere to all County policies and guidelines, including policies and procedures concerning the confidentiality of the data being accessed and personal activities during work hours.
6. Any and all data obtained via the County network remains the property of the County in perpetuity.
7. Passwords and other confidential data are not to be stored on any associated storage devices such as Secure Digital (SD) and Compact Flash (CF) cards, as well as Memory Sticks and related flash-based supplemental storage media.
8. Employees who dispose of their device or return it to the vendor must remove all County information from the device before disposing of it or returning it to the vendor. Employees can contact County IT (245-7575) if they need assistance in removing County information from the employee's device.
9. Employees must immediately report a missing, replaced, or stolen device to the County IT (245-7575) and to their personal cell carrier. County IT will send a "KILL" command that will clear **ALL** data from the device and return the device to the configuration it was in when originally issued from the cell carrier.
10. It is the employee's responsibility to back up his/her personal data, setting, media, or applications on the device so that he/she can recover his/her personal data, settings, media, or applications in the event the device has to be "KILLED" by County IT.
11. The device is subject to a remote "KILL" under the following conditions:
 - Lost or stolen device.
 - Six consecutive failed password attempts (assumes the device is no longer in the owner's possession).
 - Employee leaves the employ of the County.
 - Department Head request.
 - County IT determines that any access to the County network is at risk (subject to approval by the Chief Technology Officer).
12. The employee must abide by all municipal, state and federal laws concerning the use of mobile devices.
13. The employee's device will be forced to comply with complex password policies. This means that to use the device, the employee will have to unlock it by entering the valid password. Additionally, password changes will be required as determined by County IT. Devices will automatically lock (requiring the user to re-enter his/her password) after 10 minutes of inactivity. Employee agrees not to divulge passwords to others (see Section 26.2 Acceptable Use Policy in the Personnel Rules).

~~14.~~

145. County IT will charge the employee's department the current IT Professional Service hourly rate for all support of personal devices connected to the County network. The employee must follow their department's procedures for obtaining services from County IT.

I have read, received a copy, and agree to abide by the foregoing Personal Mobile Device Agreement and Personnel Rule 26.12, Mobile Data Device Policy. I understand that any failure to comply with this agreement may result in the suspension of any or all remote access privileges.

_____ Employee Name	_____ Employee Signature	_____ Date	_____ Employee's Department
_____ Department Head, or his/her designee	_____ Department Head, or his/her designee, Signature	_____ Date	

*Forward completed form to: Chief Technology Officer
Mail Code IS203A*

APPENDIX A FORMS

Additional copies of the forms in this appendix are available at the Department of Support Services Personnel Division and/or online at the Shasta County Personnel internet (www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites.

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REQUEST FOR CONSIDERATION OF WORK PLACE ACCOMMODATION

Under law, a person has a disability if he/she has a physical or mental impairment that limits a major life activity. A qualified employee with a disability is an employee who is qualified to perform the essential functions of a position with or without reasonable accommodation. Essential functions are primary job duties that are intrinsic to a position.

Instructions: If a qualified employee with a disability wishes to request an accommodation, he/she must complete this form and submit it to the department head. If the individual is unable to complete the form, due to a disability, he/she may request that another party complete it on his/her behalf. The form also requires medical substantiation of disability and information regarding the extent of work task limitations. Review County policy for complete directions and/or employee appeal process.

EMPLOYEE NAME / WORK PHONE # _____

CLASS & DEPARTMENT _____

EMPLOYEE'S ADDRESS _____

EMPLOYEE'S HOME PHONE # _____

TO BE COMPLETED BY EMPLOYEE:

Describe the Work Place Accommodation that you are requesting and why (attach an additional sheet of paper if you need more space). Attach your physician's statement describing specific work limitations (example: Employee has a permanent lifting restriction: cannot lift more than 20 lbs from floor to waist, and no more than 10 lbs above the waist or overhead). A request that does not provide sufficient information regarding employee's work limitations will not be processed.

TO BE COMPLETED BY DEPARTMENT HEAD, OR HIS/HER DESIGNEE:

Recommendation (If financial impact is less than \$3,000, describe the accommodation provided.)

Employee Signature/Date

Department Head, or his/her designee, Signature/Date

cc: Employee and ADA Coordinator (When form is completed)

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Confidential--Personnel Records

OUTSIDE EMPLOYMENT/CORPORATE AFFILIATION STATEMENT
NOTICE TO SHASTA COUNTY

Name _____
Home Address _____
Telephone: home _____ work _____
Shasta County Dept. of Employment _____ Position _____
Immediate Supervisor _____
Department Head, or his/her designee, _____

Proposed Outside Employment

Employer _____
Employer address _____
Employer telephone _____
If self-employment, describe _____

Nature of services or product to be provided _____

Job description (please attach if the employer has a written job description) _____

Expected hours of employment _____
Duration of employment _____

The relationship, if any, of the outside employment to County approvals or reviews _____

Other relevant information _____

Proposed Corporate Affiliation

Name and address of corporation: _____

Does employee procure, draft, negotiate, or monitor contracts for the department? Describe: _____

Position with corporation: _____
Describe any compensation from corporation (salary, stipend or reimbursements)? _____

Describe any current or likely contracts between corporation and employee's department: _____

I certify that I have read the Shasta County Incompatible Outside Employment Policy and I will comply with all of the rules of such policy in pursuing outside employment.

I certify that the foregoing is true and correct.

Dated: _____ Employee _____

Department Head or his /her designee

Review: _____ Date: _____

Signature

FOR OFFICE USE: (Confidential--File in Personnel Records Only)

Date received: _____ Notes: _____ Initialed _____

ORDER TO CEASE OUTSIDE EMPLOYMENT/CORPORATE AFFILIATION

I, _____, Department Head, or his/her designee, hereby order you, _____, employee in the department under my authority, to cease working at the outside employment or to cease your corporate affiliation, described as follows: _____

This order is being issued because that activity is incompatible, inconsistent, or in conflict with your employment with Shasta County for the following reasons: _____

The following are additional conditions attached to this order relating to your outside employment or corporate affiliation, including terms and conditions relating to suspending such outside employment pending the final determination of this matter: _____

You have 10 business days from the receipt of this order to appeal this order in writing to the Outside Employment/Corporate Affiliation Review Committee or Grievance Board in care of the Personnel Director, or his/her designee. A Notice of Appeal form has been attached to this order for your use. You may be required to submit additional information regarding your outside employment.

Signature _____ Date _____
Title _____

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**EMPLOYEE APPEAL FORM ORDER TO CEASE
OUTSIDE EMPLOYMENT/CORPORATE AFFILIATION -**

I, _____, hereby appeal my Department Head's, or his/her designee, order to cease my outside employment or corporate affiliation described as follows: _____

I appeal this order on the basis that my outside employment or corporate affiliation is not incompatible, inconsistent or in conflict with my employment with Shasta County as determined by the Shasta County Incompatible Outside Employment/Corporate Affiliation Policy for the following reasons: _____

I certify that the foregoing is true and correct.

DATED _____ Signature _____

Print name/Title _____

When complete, submit to the Personnel Director, or his/her designee.

Date received: _____ Initialed: _____

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COUNTY OF SHASTA
RECIPIENT APPLICATION
ACCRUED VACATION DONATION PROGRAM

I hereby make application to access the Accrued Vacation Donation Bank. I understand that in order to qualify as a recipient, I must meet program criteria, submit appropriate medical justification, and receive the approval of the Vacation Donation Review Committee.

I understand the requirement in Personnel Rules Chapter 29, Section 29.3, D #8 which states: Recipients are required to combine payment from the vacation bank with other forms of payment from State Disability Insurance, Workers' Compensation, or any other source in such a manner not to exceed the employee's gross salary.

I have or will have exhausted all of my accrued vacation, appropriate sick leave, CTO or administrative leave, and holiday credits and am eligible for leave without pay beginning _____ (Date).

I believe my circumstances qualify as verifiable long-term illness or injury of self or immediate family member, and are described as follows (even though you have attached medical justification, you **must** complete the following section in your own words.):

(Attach additional sheets if necessary)

I have received, read and understand the current Accrued Vacation Donation Policy (dated February 5, 2008) and, in the event I am determined to be eligible as a recipient, I agree to abide by the terms of that Policy. I understand that becoming an eligible recipient does not guarantee that donated vacation time in the Bank will be sufficient to meet my needs. If I am determined to be ineligible, I understand the decision of the Vacation Donation Review Committee is final and therefore not subject to any form of appeal.

By signing this form I understand that I am signing a medical release authorizing the Vacation Donation Review Committee to have access to pertinent personal medical information. I understand I will be responsible, as requested by the Committee, to provide the required documentation regarding my or my family member's illness or injury. I also understand that the committee will keep that information confidential and will use it only for the purposes of determining benefits under this policy.

Please submit a separate request for leave of absence to the Department Head, or his/her designee. The Leave of Absence must be approved by your Department Head, or his/her designee, before the Vacation Donation Bank Committee can consider your request. You should provide only necessary work-related medical information when you request the Leave of Absence.

Name of Employee (Type/Print)

Signature of Employee

Title

Vacation Donation Review Committee

Department

Action Date

Date _____

NOTE: Attach medical and other relevant documentation verifying and/or clarifying your or your family's disabling illness or injury.

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COUNTY OF SHASTA

VACATION DONATION PROGRAM
REQUEST FOR ASSIGNMENT OF ACCRUED VACATION TIME

I hereby request that _____ hours of vacation time now accrued to me be assigned and credited to: _____

(Employee's Name or General Bank)

I understand that this request must be approved by my appointing authority, and that if this request is granted, the amount of my accrued vacation time will be reduced accordingly.

I hereby represent that the above request is freely made by me and that I will not be compensated for this assignment by any person or entity, including but not limited to the County of Shasta or any employee using donated hours. I hereby release the County of Shasta and all its officers, agents, and employees from any liability to me for the reduction in my accrued vacation time that will result if this request is granted.

I further understand that if this request is granted, the use by the recipient employee of the amount of vacation time donated pursuant to this request will be limited to the period of time the recipient employee remains on leave status. If the recipient employee returns to paid County employment status or terminates his/her County employment, any amount of my accrued vacation time assigned to him/her pursuant to this request that is not used by him/her prior to his/her return to paid County employment status or termination of County employment will be placed in the general bank for use by other eligible County employees.

Name (Please Print)

County ID Number

Signature of Employee

I concur with this request:

Signature of Department Head, or his/her designee

Date

To Payroll Office: _____
(Date) Dept. No.

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POSITION CLASSIFICATION QUESTIONNAIRE

Shasta County
Personnel Unit
Department of Support Services

Return Original Copy
to Personnel

TO EMPLOYEE:

This is a job inventory. The information requested by this questionnaire will be used to evaluate your duties and responsibilities in determining the appropriate classification of your position. You are being asked to complete the form because you are the best person to provide complete information about your job. Please do not request that your position be studied if you are solely concerned about its salary range or other factors that are listed below as outside the scope of this program. You are most welcome to request a study if there have been significant changes in your duties and responsibilities.

This study is not concerned with how well you perform on the job, whether your workload is appropriate, whether your particular function or organization is properly staffed, or whether the salary of the position is appropriate. This questionnaire seeks to gather data of two types: Task data -- information regarding the specific work functions performed by you; and Behavioral data -- information regarding the knowledge, skills, and abilities necessary to adequately perform the duties of your job. This is the method used by the County to see that positions are fairly and consistently classified.

Please write your responses on one copy of the questionnaire as completely and accurately as possible, then give it to your supervisor for review and signature. Your supervisor will give it to your department head for review and signature. It will then be returned to you for signature. You sign it last. Return it to your supervisor who will forward it to the Personnel Office. Be sure to keep a copy for your files.

BACKGROUND INFORMATION

Your name _____ Payroll Title _____

Working Title (if different) _____

Department _____ Division _____

Work Phone Number _____

Address where you report to work _____

Length of time in current position _____ Hours of work _____ to _____

Name, title and work phone of immediate supervisor _____

1. Has your positions been studied for reclassification in the past? If so, when, and describe what has changed since the last study.

2. Briefly describe what you believe to be the main purpose of your job.

3. Education (circle number of years you have completed):

Elementary/Secondary:	1	2	3	4	5	6	7	8	9	10	11	12
Graduated:	Yes		No		GED							

College/University:	1	2	3	4	5	6	+		Major
								Graduated: Yes No	Degree

4. What license, registration or certificate (if any) is required by the County for performance of your job?_____

5. List any machines or equipment you use (including motor vehicles), and check the frequency.

	Monthly	Weekly	Daily	All the time

6. If you type regularly, what typing speed is necessary for your position? WPM

7. If you take shorthand, what shorthand speed is necessary for your position? WPM

8. SPECIFIC DUTIES AND RESPONSIBILITIES

This is the most important part of the questionnaire. Describe in detail the regular duties you perform. Begin with the most important duty and list all duties in order of importance, not in order of time spent on each. Fill in the approximate percentage of total time spent performing each duty. The percentage of total time reported must equal 100%, regardless of the number of hours worked. Use additional sheets if necessary.

PERCENT OF TIME	DUTIES PERFORMED
PERCENT	DUTIES PERFORMED

OF TIME	

9. How much and what type of education do you feel is necessary to perform your job?

10. How much work experience similar in nature do you feel is necessary to qualify for your job?

11. How long do you feel it would take for someone to become familiar with your job and perform it satisfactorily?

12. List the specific knowledge and skills you believe someone must have to successfully perform your job. Please be specific, e.g., knowledge of rules or regulations (by type), knowledge of the

activities of your department or work unit, equipment operation skills, supervisory skills, communication skills, etc.

13. List those organizations, if any, with whom you come in contact. List both internal as well as external contacts, and why they are necessary in the course of work.

<u>Organization</u>	<u>Reason for Contact</u>	<u>Frequency of Contact</u>
---------------------	---------------------------	-----------------------------

14. What is the consequence if you make an error in the course of your duties?

15. Describe the most difficult and/or major decisions you make in the course of your duties.

16. Describe the nature of the direction or supervision you receive, and by whom.

-
17. List those employees under your direct supervision. If none, state so.

NamePayroll Title

-
-
-
-
18. Describe the nature of your supervisory responsibilities, if applicable. Please be specific, e.g., hiring, discipline, work planning, evaluations, training, etc.

-
-
19. Is there a classification that you feel is more appropriate considering your duties?

20. **PHYSICAL DEMANDS** - This section is principally included in order to update job specifications in accordance with ADA requirements.

- A. How much on-the-job time is spent in the following physical activities? Show the amount of time by checking the appropriate boxes below.

	None	Up to 1/3 of time	1/3 to 2/3 of time	More than 2/3 of time
Stand				
Walk				
Sit				
Use hands to finger, handle or feel				
Reach with hands and arms				
Climb or balance				
Stoop, kneel, crouch, or crawl				
Talk or hear				
Taste or smell				

- B. Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate box below.

	None	Up to 1/3 of time	1/3 to 2/3 of time	More than 2/3 of time
Up to 10 lbs				
Up to 25 lbs				
Up to 50 lbs				
Up to 100 lbs				
More than 100 lbs				

- C. Does this job have any special vision requirements? Check all that apply.

- ☐ Close Vision (clear vision at 20 inches or less)
- ☐ Distance Vision (clear vision at 20 feet or more)
- ☐ Color Vision (ability to identify and distinguish colors)
- ☐ Peripheral Vision (ability to observe an area that can be seen up and down or to the left and right while eyes are fixed on a given point)
- ☐ Depth Perception (three-dimensional vision, ability to judge distances and spatial relationships)
- ☐ Ability to Adjust Focus (ability to adjust the eye to bring an object into sharp focus)
- ☐ No Special Vision Requirements

D. Please list any additional comments on specific physical demands required for this position.

21. WORK ENVIRONMENT

- A. How much noise is typical for the work environment of this job? Check the appropriate level below.
- ☐ Very Quiet (Examples: forest trail, isolation booth for hearing test)
 - ☐ Quiet (Examples: library, private office)
 - ☐ Moderate Noise (Examples: office w/typewriters or computer printers, light traffic)
 - ☐ Loud Noise (Examples: metal can manufacturing, large earth moving equipment)
 - ☐ Very Loud Noise (Examples: jackhammer work, front row at rock concert)

- B. How much exposure to the following environmental conditions does this job require?
Show the amount of time by checking the appropriate boxes below.

	None	Up to 1/3 of time	1/3 to 2/3 of time	More than 2/3 of time
Wet, humid conditions (non-weather)				
Work near moving mechanical parts				
Work in high, precarious places				
Fumes or airborne particles				
Toxic or caustic chemicals				
Outdoor weather conditions				
Extreme cold (non-weather)				
Extreme heat (non-weather)				
Risk of electrical shock				
Work with explosives				
Risk of radiation				
Vibration				

- C. Please list any additional comments on the specific working conditions encountered while performing the duties of this position.

22. Please provide a summary statement as to why you think it is appropriate for your position to be reclassified including any significant changes in your duties and responsibilities that have occurred over the past year.

This completes the questionnaire. Please submit as stated in the earlier instructions. Thank you for your cooperation and assistance.

PLEASE SIGN IN ORDER INDICATED:

1. CERTIFICATE OF IMMEDIATE SUPERVISOR

Does the completed questionnaire accurately reflect the incumbent's duties, responsibilities and other factors relative to the job? Yes No (If no, see comments below)

Are there any special courses or specialized knowledge needed for the position that were not covered in the questionnaire? If so, what are they?

What is the most responsible/complex aspect of this job?

Comments (use additional sheets if necessary)

Supervisor's Signature _____ Date _____

Supervisor's Name (Print) _____ Phone No. _____

-
-
2. CERTIFICATE OF DEPARTMENT HEAD, OR HIS/HER DESIGNEE (It is not required that Department Head, his/her designee, complete this section. However, he/she is encouraged to take advantage of this opportunity to provide relevant information)

I do/ do not concur with the responses of the employee and the supervisor. Comments (use additional sheets if necessary)

Department Head's, or his/her designee, Signature _____ Date _____

Department Head's, or his/her designee, Name (Print) _____ Phone No. _____

-
-
3. CERTIFICATE OF EMPLOYEE

I certify that the responses are my own and to the best of my knowledge are complete and accurate.

Date: _____ Employee's Signature _____

09/13/01

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POSITION CLASSIFICATION

APPEAL FORM

Shasta County
Personnel Unit
Original

Return Original Copy
to Personnel

TO EMPLOYEE

This form is to be submitted only if you desire to formally appeal the recent recommendation made on how your position should be classified. In order to be considered, it must include as much factual information as possible. Use additional sheets if needed.

I agree with the class being recommended for my position. Yes _____ No _____

I agree with the content of the class specification being recommended for my positions.

Yes _____ No _____

I disagree because _____

Name _____ Current Payroll Title _____

Department _____ Division _____

Date _____ Employee's Signature _____

IMMEDIATE SUPERVISOR

I do not concur with the responses of the employee.

Comments (use additional sheets if needed) _____

Date: _____ Supervisor Signature: _____

DEPARTMENT HEAD, OR HIS/HER DESIGNEE

I do ___ do not _____ concur with the responses of the employee and the supervisor.

Comments (use additional sheets if needed) _____

Date _____

Department Head's or his /her designee Signature _____

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Employee Recognition Award

Nomination

NOMINATION PROCEDURE:

All employees and registered volunteers with a minimum of one year of service are eligible for Employee Recognition Awards. To qualify, an employee must demonstrate exemplary performance and meet the seven eligibility criteria outlined in the Employee Recognition Award Program Policy. These criteria are *customer service, professionalism, ethical standards, initiative/innovation, teamwork, productivity and role model for other public employees* (See Chapter 36 of the Personnel Rules.)

Any employee who meets these criteria may be nominated for an award. All nominations must be made by another county employee and be submitted on this ballot form to the employee's department head.

NOMINEE'S NAME: _____

DEPARTMENT: _____

DIVISION: _____

JOB TITLE: _____

NOMINATED BY: _____

REASONS FOR NOMINATION:

Please attach a narrative description of the reasons for the nomination. Please be as specific as possible. The Employee Recognition Committee considers the following criteria: *customer service, professionalism, ethical standards, initiative/innovation, teamwork, productivity and role model for other public employees* (See Chapter 36 of the Personnel Rules). Note any activities, work projects, incidents or projects that will support your comments and illustrate the criteria listed above. If necessary use additional sheets of paper, but confine your narrative to three pages including this page.

Preparer's Signature Date

DEPARTMENT HEAD'S RECOMMENDATIONS AND COMMENTS

Department Head, or his/her designee, Signature Date

SCREENING OF PERSONNEL FILE BY PERSONNEL DIRECTOR, OR HIS/HER DESIGNEE:
(review for sustained disciplinary actions, letters of reprimand or "below expected standards" evaluations for the past five years):

Eligible _____ Ineligible _____

Note: All nominations must be signed by the department head and submitted to the Personnel Director by the third Friday of each month to be considered for an award the following month.

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SHASTA COUNTY FLEXIBLE WORK HOURS PLAN

The Flex Plan is an alternative work schedule that is voluntary and intended as a valuable benefit to employees. The plan is also a benefit to the department because it will result in improved production by allowing employees flex time for personal business without having to use leave balances.

The plan is voluntary for employees and may be modified or discontinued by management at any time.

FLEX SCHEDULE POLICY

The flex schedule program is a privilege to be used to accumulate hours for time off during the same 40-hour work period. General County policy requires its personnel to work a full scheduled week, although short workweeks (Labor Day, Thanksgiving, etc.) may be accommodated appropriately.

The Flex Schedule Supervisory Control Requirements:

1. Flextime will be approved by the supervisor on Monday morning for the current week and will be maintained online for all to view.
2. The supervisor must approve any changes requested within the work week.
3. There must be adequate personnel available in each work unit during office hours.

How Flex Schedule Works:

1. Employees must work 40 hours a week.
2. Flextime optional hours will be from 7:00 a.m. to 6:00 p.m. with ½ hour option for lunch.
3. No more than 9 hours can be worked per day unless approved by management.
4. Sick leave cannot exceed 8 hours in one day.
5. Employees cannot take less than a one-half hour lunch.
6. There will be no carry-over from one week to another.
7. Rest breaks will not be adjusted for flextime accumulation.
8. Rest breaks cannot be taken in conjunction with flextime.
9. Employees may not be at work earlier than 15 minutes prior to scheduled start time and leave no later than 15 minutes after scheduled quit time.
10. Flex time worked or taken must be in ½ hour increments.
11. Employees may flex from ½ hour up to a maximum of 8 hours per workweek.
12. Employee's time card must reflect the actual hours worked and must account for 40 hours each week.
13. Upon approval from the supervisor on Monday morning, employees may opt in or out for any week.

Flextime Examples:

No. 1 (Friday afternoon off)

Monday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 5:00 pm = 9 hours
Tuesday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 5:00 pm = 9 hours
Wednesday - 7:30 am - 12:30 pm, lunch ½ hour
1:00 pm - 5:00 pm = 9 hours

Thursday - 7:30 am - 12:30 pm, lunch ½ hour

1:00 pm - 5:00 pm = 9 hours

Friday - 7:30 am - 11:30 pm = 4 hours

Total Hours = 40

No. 2 (Monday morning off)

Same as No. 1, except that Monday is a 4-hour day, beginning at 1:00 pm and Tuesday through Friday are 9- hour days.

No. 3 (Off every day at 4:00 pm)

Monday - Friday - 7:30 am - 12:30 pm, lunch ½ hour

1:00 pm - 4:00 pm = 40 hours

No. 4 (Start every day at 9:00 am)

Monday - Friday - 9:00 am - 1:00 pm, lunch ½ hour

1:30 pm - 5:30 pm = 40 hours

No. 5 (Variable Flex)

Monday - Friday - 7:30 am - 5:00 pm, lunch ½ hour

5 hours off during mid-day taken in one hour increments

Total hours = 40

Various versions of these examples can be developed to accommodate the needs of the employee and the department.

Employees are expected to be at their workstation and ready to work at the time specified each workday. Once at work, employees are expected to remain diligently at work throughout the day, except during lunch and break periods. If an employee is late, the flex schedule should be adjusted accordingly.

REQUEST FOR FLEX SCHEDULE

Flex Schedule Policy

The flex schedule program is a privilege to be used to accumulate hours for time off during the same 40-hour work period. General County policy requires employees to work a full scheduled week, although short workweeks (Labor Day, Thanksgiving, etc.) may be accommodated appropriately.

Flex Schedule Requirements

1. Flextime must be approved by your supervisor on Monday a.m. or prior for that current week's flex schedule.
2. There must be adequate personnel available to cover workloads during office hours.
3. You must still work 40 hours in a week.
4. Sick leave cannot exceed 8 hours in one day.
5. You cannot take less than ½ hour for lunch.
6. There will be no carry-over from one week to another.
7. Rest breaks will not be adjusted for flextime accumulation.
8. Rest breaks cannot be taken in conjunction with flextime.
9. Flextime worked or taken must be in ½ hour increments.
10. Your time card must reflect the actual hours worked and must account for 40 hours each week.

Employee Name

Proposed Flex Schedule dates and times

Reason for Flex Schedule Request

Employee Signature

Date

Supervisor Signature

Date

Department Head, or his/her designee, Signature

Date

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Performance Evaluation Instructions

A Performance Evaluation (PE) for Shasta County employees is prepared as required by the County's Personnel Rules for all regular employees, and for extra help employees who have worked a cumulative total of 2080 hours (see Personnel Rules, Chapter 19). The PE is to be discussed with an employee privately in a face-to-face meeting. The attached, approved PE is used to **summarize and record** the employee's performance as well as discussions that are held between a supervisor and an employee for the period covered by the PE. As part of the process of continual feedback, PE ratings should never be a surprise to an employee. An employee must be given a copy of his or her PE.

PE's can be given for a variety of reasons. Annual and probationary period evaluations are the most common, but PE's can be given after lengthy or special projects, or as part of a performance improvement process. Regardless of the reason for a review, a supervisor should ensure that category ratings are applied consistently, and are related to job performance.

Ratings

A supervisor should rate an employee for each applicable criterion in a category, providing comments about specific conduct and examples of incidents which support the rating. All ratings require a narrative comment. In particular, a rating above and below "Meets Expected Standards" must be fully supported by evidence. An employee's performance must be rated within one of the following criteria:

Exceeds Standards: An employee is consistently performing above what is normally expected. Since a certain high level of performance is expected of all Shasta County employees, this rating should be used sparingly to indicate exceptional performance.

Meets Expected Standards: An employee is consistently performing well. An employee at this level is meeting the high level of performance expected of County employees. He or she is consistently meeting the agreed upon standards for his or her position.

Improvement Needed: An employee must improve his or her performance to achieve a "Meets Expected Standards" rating. Every employee has strengths and weaknesses in different aspects of his or her job performance, and this rating can be used to indicate a weakness. If a "Needs Improvement" rating has been given, a supervisor must formulate a "Performance Improvement Plan."

Unacceptable: An employee demonstrates substantial or serious weaknesses in his or her job performance. If a rating of "Unacceptable" has been given, a supervisor must formulate a "Performance Improvement Plan."

Weighted Categories

Each department may weigh rating categories differently. If a department places a greater weight on any rated category, the "weighted" box on the PE must be marked. A supervisor should explain to an employee, upon hire or placement in a position, the nature of any weighted job criteria that may appear on a PE. It is a supervisor's responsibility to inform all employees under his or her supervisory control or direction of expected standards upon hire or placement. If weighted categories change, a supervisor should inform every affected employee of the change as soon as possible.

Rated vs. Non-Rated Categories

Dependant upon a department's business needs, as determined by the department head, certain performance categories may not be rated. Performance categories that are rated must be marked accordingly on the PE and addressed appropriately in the category narrative. Again, it is a supervisor's

responsibility to inform all employees under his or her supervisory control or direction of rated categories upon hire or placement in a position. If rated categories change, a supervisor should inform every affected employee of the change as soon as possible.

Goals and Objectives

An Employee should be made aware of goals and objectives when first hired or placed in a position, and annually thereafter. As determined by the department head, each PE should include goals and objectives established for the employee by his or her supervisor for the next evaluation period. These goals and objectives should be selected to allow for opportunities for the employee to increase effectiveness in his or her position, as well as assist the department in achieving its mission. These goals and objectives may include (but are not limited to) lengthy or special projects, training, and ways to improve performance (if necessary), and will be evaluated annually under Category E of the PE.

Development Plan

Maintaining and improving good performance is a responsibility shared by both the employee and his or her supervisor. A PE should address an employee's development. An employee will benefit most from a development plan if the plan has several concrete ideas on how the employee can enhance his or her performance during the next evaluation period.

Performance Improvement Plan

A Performance Improvement Plan (PIP) is **mandatory** for an employee who has one or more category ratings of "Unacceptable" or "Improvement Needed." The PIP should include at least one category element for each rating below "Meets Expected Standards." To be effective, and in order to appropriately guide an employee in a deficient area of performance, a supervisor should describe, in clear terms, the performance problem, the standard of performance the supervisor expects the employee to meet, and the deadline for achieving that standard of performance. The PIP should describe all training, assistance and oversight that will be provided to an employee during the next evaluation period, and should set timelines for the employee's next performance review.

Affirmation

While a PE is being discussed with an employee in a face-to-face meeting, a supervisor should use the time to review departmental and County policies and procedures. A department may add additional review topics, however, at a minimum, the County's Policy against Discrimination and Harassment (including sexual harassment) should be discussed with an employee on an annual basis. An employee should be asked to initial a statement confirming the nature of the discussion that took place between an employee and a supervisor.

Verification

The department head or his or her designee must review a PE **before** it is discussed with an employee. An employee's signature in the "Signatures and Review" section of the PE does not indicate agreement with the PE. The signature is intended only to acknowledge that the content of the PE has been discussed with an employee.

SHASTA COUNTY PERFORMANCE EVALUATION

I. IDENTIFICATION

Name (Last, First, Middle Initial):	Position Title: <input type="checkbox"/> Classified <input type="checkbox"/> Unclassified ("At Will")
Department Name/Division:	Duty Assignment:
Evaluation Period: From: To:	Type of Evaluation: <input type="checkbox"/> Annual <input type="checkbox"/> Probationary Period <input type="checkbox"/> Extra Help <input type="checkbox"/> Other:

II. GENERAL PERFORMANCE CATEGORIES – **NARRATIVES TO BE COMPLETED FOR ALL EVALS**

A. Core Competencies	*WEIGHTED	RATED	UNACCEPTABLE [Did not meet Expectations]	IMPROVEMENT NEEDED [Occasionally did not meet expectations]	MEETS EXPECTED STANDARDS [Meets expectations]	EXCEEDS STANDARDS [Strong Performance]
Level of job knowledge necessary to perform assigned job duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of job knowledge and skills related to job duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality and Accuracy of work performed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quantity of work performed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

B. Effectiveness	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Adapts well to work changes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Problem solving skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verbal communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Active listening skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

C. People Skills	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Customer service responsiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interacting with the public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working as a team member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to resolve conflicts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains effective, harmonious working relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leadership skills (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

*A check in this box identifies this factor as crucial to performance and is more heavily weighted than other factors

D. Work Place Awareness	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Complies with County policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complies with department policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works in a safe manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obeys security protocols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Takes care of resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

E. Dependability	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Starts and leaves work as scheduled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Punctual for meetings or scheduled events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minimizes absences so as not to impact operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets work deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stays on task; avoids distractions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is timely in the completion of work assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Competently completes assigned goals and objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

F. Management Skills [To evaluate Manager and Supervisor classifications ONLY]	*WEIGHTED	RATED	UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
Planning skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decision making skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to direct employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance evaluations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Budget preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controls costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delegation of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motivates employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Career development of subordinates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Narrative:						

*A check in this box identifies this factor as crucial to performance and is more heavily weighted than other factors

III. OVERALL PERFORMANCE

UNACCEPTABLE	IMPROVEMENT NEEDED	MEETS EXPECTED STANDARDS	EXCEEDS STANDARDS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Narrative Summary:			

IV. FUTURE PLANS/ACTIONS

- ☐ **GOALS AND OBJECTIVES FOR NEXT PERFORMANCE PERIOD:** With the assistance of the employee, list those goals and objectives which will increase the employee's effectiveness in his or her current position. These goals and objectives may include specific projects, tasks, or assignments that will be evaluated in Category E of this performance evaluation. Please list each goal and objective separately and include any specific completion date, if applicable, within the evaluation period. (Attach additional pages as needed.)
- ☐ **EMPLOYEE DEVELOPMENT PLAN:**(Optional) This section is intended to promote career development by identifying for the employee the skills or knowledge he or she should obtain in order to enhance his or her chances of promotion. (Attach additional pages as needed.)
- ☐ **PERFORMANCE IMPROVEMENT PLAN:**(This is mandatory for every employee who has one or more category ratings of "Unacceptable" or "Improvement Needed.") This plan should include at least one category element for each rating below "Meets Expected Standards." The supervisor should describe the performance problem, the standard of performance the supervisor expects the employee to meet, and the deadline for achieving that standard of performance. The plan should describe all training, assistance and oversight that will be provided to the employee during the next evaluation period, and should set timelines for the employee's next review. (Attach additional pages as needed.)

V. STEP INCREASE

Approved	Denied	Not Applicable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. AFFIRMATION: **Departments may wish to place department-specific requirements here.**

As part of the evaluation process, I reviewed and understand the County's policy against discrimination and harassment (including sexual harassment) found in the Shasta County Personnel Rules_____ (Employee's initials)

VII. SIGNATURES & REVIEW

This evaluation represents my best judgment of the employee's performance:

Rater:_____

Date:

Name/Title:

I concur in and approve this evaluation:

Program Manager/Division Chief:_____

Date:

Name/Title:

I concur in and approve this evaluation:

Department Head, or his/her designee:_____

Date:

Name/Title:

I understand that my signature acknowledges the receipt of this evaluation only:

Employee:_____

Date:

Employee Name:

Comments by employee (optional):(Attach additional pages as needed)

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printing purposes.**

AUTHORIZATION & RELEASE OF INFORMATION

I have applied for a position with Shasta County. I understand that, in connection with the employment decision process, Shasta County may thoroughly investigate my background, including, but not limited to, my references, educational record, work history, certifications, criminal conviction record, records of civil actions, and other public records. I understand that these investigations will be conducted by Shasta County and/or its designated representatives to assist Shasta County in determining my qualifications for the position I am seeking. In order to assist Shasta County in obtaining documents and information to confirm my background, I hereby consent to the release of information as described below.

I authorize and direct all of my former schools and employers, and any other individual or entity that possesses information about my background to release to Shasta County, or its designated representatives, any and all information, whether or not such information is maintained in writing, that they may have concerning my educational record, work history, certifications, criminal convictions, records of civil actions, and other public records. Such information shall include but not be limited to, employment positions held, dates of employment, work achievements, performance, attendance, disciplinary history, salary record, and all of the circumstances surrounding the termination/cessation of my employment with any employer. Such information shall also include whether a former employer would re-hire me.

I direct that such information be released upon the request of any designated representative of Shasta County, regardless of any agreement, instructions, or representations I may have made to the contrary with any school, employer, or other individual or entity that possesses information about my background.

I understand and agree that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports are privileged. However, I am entitled to receive copies of any records documenting an arrest, indictment, conviction, civil judicial action, tax lien, or outstanding judgment that may be provided to Shasta County, unless I waive that right by checking the box below and signing where indicated:

I hereby waive my right to receive a copy of any record documenting an arrest, indictment, conviction, civil judicial action, tax lien, or outstanding judgment that may be provided to Shasta County.

Applicant's Signature Acknowledging Waiver:

I release and hold harmless all schools, all past and present employers, the County of Shasta and its officers and employees, and all other individuals and entities from any and all liability or damage of whatever kind which may at any time result to me because of compliance with this authorization and release of information.

This authorization is a continuing one; if I am hired by Shasta County, it shall remain in effect during the entire period of my employment and may be used by Shasta County at any time it deems appropriate.

A copy of this form may be used in lieu of an original.

Applicant's Name: _____

Applicant's Signature: _____

Social Security Number: _____

Dated: _____

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printing purposes.**

County-Provided Mobile Data Device Agreement

It is the responsibility of the employee who is connecting to the County network to ensure that all components of his/her connection remain as secure as his/her network access within the County. It is imperative that any wired (via sync cord, for example) or wireless connection, including, but not limited to devices and service, used to conduct County business be utilized appropriately, responsibly, and ethically. Failure to do so will result in immediate suspension of employee's connection to County network. For the purposes of this agreement, Mobile Data Device includes, but is not limited to, devices such as smartphones, iPads, and other tablet devices, hereinafter referred to as 'device'.

The following rules must be observed by employee:

1. The types of devices that are allowed to connect to the County network are limited. Please check with Shasta County Information Technology (CountyIT) to determine the current devices and software versions that are supported. Prior to initial use for connecting to the County network, employee must execute this agreement and verify with County IT that all hardware, software and related services are compatible with the County network.
2. Some devices may require the purchase of a software application (app) to allow the device to comply with County IT mandated security requirements. If software applications are required, the department requesting connection of the County provided device will be responsible for making this purchase prior to the device being connected to the County network. The employee's department is responsible for all costs of required software applications. Additionally, it is the employee's department's responsibility to set up the employee's individual calling plan with a cell phone provider and to pay all charges incurred. Any service issues or billing disputes with the carrier or vendor are the sole responsibility and obligation of the employee's department.
3. Employees who access, via his/her device, Protected Health Information (PHI), and/or Personally Identifiable Information (PII), and/or any other data deemed by policy or statute to require encryption, are required to maintain the settings on his/her device such that data encryption is enabled at all times.
4. Employee agrees that he/she has no reasonable expectation of privacy concerning any and all of the information stored on a county provided device. The County reserves the right to review and access at any time any and all of the information stored on county provided devices, including, but not limited to, wireless devices, which are used to connect to county resources, such as email. Employee also agrees to and accepts that his/her access and/or connection to the County network may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity in order to identify accounts or systems that may have been compromised by external parties. When an employee voluntarily accepts a County provided device, the County has the right and the ability to review and access any and all information on that device, including data the employee may view as personal. Should employee wish to stop using a County provided device, employee shall return the County provided device. Any employee who refuses to surrender a county provided device when requested by his or her supervisor may be subject to disciplinary action.

5. Employees accessing any County network with mobile data devices, are required to know and adhere to all County policies and guidelines, including policies and procedures concerning the confidentiality of the data being accessed and personal activities during work hours.
6. Any and all data obtained via the County network remains the property of the County in perpetuity.
7. Passwords and other confidential data are not to be stored on any associated storage devices such as Secure Digital (SD) and Compact Flash (CF) cards, as well as Memory Sticks and related flash-based supplemental storage media.
8. Employees who dispose of their device or return it to the vendor must remove all County information from the device before disposing of it or returning it to the vendor. Employees can contact County IT (245-7575) if he/she needs assistance in removing County information from his/her device.
9. Employees must immediately report a missing, replaced, or stolen device to the County IT (245-7575) and to their cell carrier. County IT will send a "KILL" command that will clear ALL data from the device and return the device to the configuration it was in when originally issued from the cell carrier.
10. For County provided devices where the department permits the employee to store personal data, settings, media, or applications on the device, it is the employee's responsibility to back up his/her personal data, settings, media, or applications so that he/she can recover his/her personal data in the event the device has to be "KILLED" by County IT.
11. The device is subject to a remote "KILL" under the following conditions:
 - Lost or stolen device.
 - Six consecutive failed password attempts (assumes the device is no longer in the owner's possession).
 - Employee leaves the employ of the County.
 - Department Head request.
 - County IT determines that any access to the County network is at risk (subject to approval by the Chief Information Officer).
12. The employee must abide by all municipal, state and federal laws concerning the use of mobile devices.
13. The County provided device will be forced to comply with complex password policies. This means that to use the device, the employee will have to unlock it by entering the valid password. Additionally, password changes will be required as determined by County IT. Devices will automatically lock (requiring the user to re-enter his/her password) after 10 minutes of inactivity. Employee agrees not to divulge passwords to others (see Section 26.2 Acceptable Use Policy in the Personnel Rules).

14. County IT will charge the employee's department the current IT Professional Service hourly rate for all support of devices connected to the County network. The employee must follow his/her department's procedures for obtaining services from County IT.

I have read, received a copy, and agree to abide by the foregoing County-Provided Mobile Device Agreement and Personnel Rule 26.12, Mobile Data Device Policy. I understand that any failure to comply with this agreement may result in the suspension of any or all remote access privileges.

_____ Employee Name	_____ Employee Signature	_____ Date	_____ Employee's Department
_____ Department Head, or his/her designee	_____ Department Head, or his/her designee, Signature	_____ Date	

*Forward completed form to: Chief Information Officer
Mail Code IS203A*

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Personal Mobile Data Device Agreement

It is the responsibility of the employee who is connecting to the County network to ensure that all components of his/her connection remain as secure as his/her network access within the County. It is imperative that any wired (via sync cord, for example) or wireless connection, including, but not limited to devices and service, used to conduct County business be utilized appropriately, responsibly, and ethically. Failure to do so will result in immediate suspension of employee's connection to County network. For the purposes of this agreement, Mobile Data Device includes, but is not limited to, devices such as smartphones, iPads, and other tablet devices, hereinafter referred to as 'device'.

The following rules must be observed by employee:

1. The types of devices that are allowed to connect to the County network are limited. Please check with Shasta County Information Technology (County IT) to determine the current devices and software versions that are supported. Prior to initial use for connecting to the County network, employee must execute this agreement and verify with County IT that all hardware, software and related services are compatible with the County network.
2. Some devices may require the employee to purchase a software application (app) to allow the device to comply with County IT mandated security requirements. Employee must receive prior approval from County IT before installing any software application in order to ensure software and device comply with County mandated security requirements. Employee is responsible for all costs of required software applications. Additionally, it is the employee's responsibility to set up his/her individual calling plan with his/her cell phone provider and to pay all charges incurred. Any service issues or billing disputes with the carrier or vendor are the sole responsibility and obligation of the employee.
3. Employees who access, via his/her device, Protected Health Information (PHI), and/or Personally Identifiable Information (PII), and/or any other data deemed by policy or statute to require encryption, are required to maintain the settings on his/her device such that data encryption is enabled at all times.
4. By voluntarily connecting a personal device to County resources, Employee agrees that he/ she has no reasonable expectation of privacy concerning any and all of the information stored on his/her device. The County reserves the right to review and access at any time any and all of the information stored on personal devices, including, but not limited to, wireless devices, which are used to connect to county resources, such as email. Employee also agrees to and accepts that his/her access and/or connection to the County network may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity in order to identify accounts or systems that may have been compromised by external parties. When an employee voluntarily connects a personal device to County resources, the County has the right and the ability to review and access any and all information on the employee's personal device, including data the employee may view as personal. The County's right and ability to review and access any and all information on that personal device exists for the entire time the employee uses the device to connect to County resources. Should employee wish to terminate the connection to County resources, employee shall submit the personal

device for access and review by County to ensure that all County related information is removed from the personal device. Any employee who refuses to surrender a personal device connected to County resources when requested by his or her supervisor to access and review the information on the device may be subject to disciplinary action.

5. Employees accessing any County network with personal devices, are required to know and adhere to all County policies and guidelines, including policies and procedures concerning the confidentiality of the data being accessed and personal activities during work hours.
6. Any and all data obtained via the County network remains the property of the County in perpetuity.
7. Passwords and other confidential data are not to be stored on any associated storage devices such as Secure Digital (SD) and Compact Flash (CF) cards, as well as Memory Sticks and related flash-based supplemental storage media.
8. Employees who dispose of their device or return it to the vendor must remove all County information from the device before disposing of it or returning it to the vendor. Employees can contact County IT (245-7575) if they need assistance in removing County information from the employee's device.
9. Employees must immediately report a missing, replaced, or stolen device to the County IT (245-7575) and to their personal cell carrier. County IT will send a "KILL" command that will clear ALL data from the device and return the device to the configuration it was in when originally issued from the cell carrier.
10. It is the employee's responsibility to back up his/her personal data, setting, media, or applications on the device so that he/she can recover his/her personal data, settings, media, or applications in the event the device has to be "KILLED" by County IT.
11. The device is subject to a remote "KILL" under the following conditions:
 - Lost or stolen device.
 - Six consecutive failed password attempts (assumes the device is no longer in the owner's possession).
 - Employee leaves the employ of the County.
 - Department Head request.
 - County IT determines that any access to the County network is at risk (subject to approval by the Chief Technology Officer).
12. The employee must abide by all municipal, state and federal laws concerning the use of mobile devices.
13. The employee's device will be forced to comply with complex password policies. This means that to use the device, the employee will have to unlock it by entering the valid password. Additionally, password changes will be required as determined by County IT. Devices will automatically lock (requiring the user to re-enter his/her password) after 10 minutes of inactivity. Employee agrees not to divulge passwords to others (see Section 26.2 Acceptable Use Policy in the Personnel Rules).

14. County IT will charge the employee's department the current IT Professional Service hourly rate for all support of personal devices connected to the County network. The employee must follow their department's procedures for obtaining services from County IT.

I have read, received a copy, and agree to abide by the foregoing Personal Mobile Device Agreement and Personnel Rule 26.12, Mobile Data Device Policy. I understand that any failure to comply with this agreement may result in the suspension of any or all remote access privileges.

_____ Employee Name	_____ Employee Signature	_____ Date	_____ Employee's Department
_____ Department Head, or his/her designee	_____ Department Head, or his/her designee, Signature	_____ Date	

*Forward completed form to: Chief Technology Officer
Mail Code IS203A*

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Health and Human Services-4.

SUBJECT:

Renewal Agreement with BHC Heritage Oaks Hospital, Inc. for Inpatient Hospital Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

DEPARTMENT CONTACT: Dean True, Branch Director, HHSA Adult Services, (530) 225-5900

STAFF REPORT APPROVED BY: Dean True, Branch Director, HHSA Adult Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with BHC Heritage Oaks Hospital, Inc. in an amount not to exceed \$450,000 to provide inpatient psychiatric hospitalization services for the period July 1, 2017 through June 30, 2020.

SUMMARY

This renewal agreement will allow BHC Heritage Oaks Hospital, Inc., (Heritage Oaks) to continue to provide acute psychiatric inpatient services to Shasta County residents on a fee-for-service basis.

DISCUSSION

The proposed renewal agreement will allow Shasta County to continue to purchase acute psychiatric inpatient services at Heritage Oaks for Shasta County patients evaluated and referred by Shasta County clinical staff or designee. Based upon current experience, this contractor has performed satisfactorily in the past. Under the terms of the agreement, Shasta County clinical staff, or designee, will evaluate patients to determine if there is a need for acute psychiatric inpatient care. If acute care is deemed appropriate, clinical staff, or designee, will coordinate the transfer and admission to Heritage Oaks. All services provided under the terms of this agreement must be preauthorized by Shasta County, or designee, and may be for either voluntary or involuntary placements.

In addition to hospital room and board, the specific services purchased from Heritage Oaks will include all medications, psychiatrist time, and laboratory work. Heritage Oaks will also coordinate with Shasta County clinical staff, or designee, prior to a patient's discharge, to insure an appropriate discharge plan is in effect, including transportation if necessary. Heritage Oaks will bill the patient's insurance, when applicable, and apply any payments to offset the Shasta County cost. Additionally, Heritage Oaks has the ability to bill Medi-Cal for services provided to Medi-Cal beneficiaries.

This agreement also authorizes the Health and Human Services Agency (HHSA) Director or HHSA Branch Director designated by the HHSA Director to approve rate changes made by Provider, in writing and in advance, and rate changes

made by the state, both retroactive and prospective, provided that the increase shall not exceed 15 percent during the entire term of this agreement provided further that any rate increase shall not increase the total compensation payable under this agreement.

The retroactivity of this agreement is due to having recently received confirmation of rates from Heritage Oaks.

ALTERNATIVES

The Board could choose not to approve the agreement, or to approve the agreement at lesser amounts. Neither of these options is recommended, as facilities such as Heritage Oaks are scarce. While every attempt is made to minimize use of inpatient hospitalization, it is, at times, the most appropriate treatment option and must be available to use when necessary. Without access to Heritage Oaks beds, Shasta County may be unable to provide the level of treatment required for Shasta County residents requiring acute psychiatric inpatient hospitalization.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The County Administrative Office has reviewed the agreement.

FINANCING

The maximum amount of compensation for Heritage Oaks is \$450,000 during the entire term of the agreement. The agreement is fee-for-service based and funds are only expended upon a Shasta County resident utilizing inpatient services at Heritage Oaks. Sufficient appropriations were included in the Fiscal Year 2017-18 Adopted Budget. There is no additional General Fund impact with the recommended actions.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	2/27/2018	Agreement

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
BHC HERITAGE OAKS HOSPITAL, INC., dba HERITAGE OAKS HOSPITAL**

This agreement is entered into by, and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, and BHC Heritage Oaks Hospital, Inc., dba Heritage Oaks Hospital, a California corporation, hereinafter referred to as "Provider" (collectively, the "Parties" and individually a "Party"). For the purposes of this agreement, the County of Shasta and Shasta County Health and Human Services Agency shall be referred to collectively as "County".

COUNTY OF SHASTA

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
of Supervisors

Les Baugh, Chairman
Board of Supervisors
County of Shasta
State of California

By _____
DEPUTY

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: Alan B. Cox 2/9/18
Alan B. Cox
Deputy County Counsel

By: James Johnson 02/09/18
James Johnson.
Risk Management Analyst III

PROVIDER

Date: 2/21/18

By: Shawn Silva
Shawn Silva, Chief Executive Officer

Federal Tax Identification No. On File

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ARTICLE I.
DEFINITIONS

A. General Meaning of Words and Terms.

The words and terms used in this agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage under the provisions of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code (Section 14000 et seq.) and/or Titles 9 and 22 of the California Code of Regulations pertaining to the rendition of health care or unless specifically defined in this Article I or otherwise in this agreement.

B. Beneficiary.

1. Beneficiary shall mean any person certified pursuant to the Welfare and Institutions Code, sections 14016 and 14018, as eligible for Medi-Cal and whose Beneficiary I.D. Number contains Shasta County Code Number 45 as the first two numbers, except that Beneficiary shall not include Medi-Cal beneficiaries enrolled in prepaid health plans or other Managed Care Systems which contract with the State of California Department of Health Services under the provisions of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code (sections 14000, et seq.) of the Welfare and Institutions Code and the regulations adopted under Title 22 of the California Code of Regulations.
2. Beneficiary may also include any person whose eligibility for Medi-Cal was not determined until after the rendition of services by Provider or any person admitted to Provider's facility ("Facility"), either voluntarily or involuntarily pursuant to the Lanterman-Petris-Short Act (the "LPS Act," Part 1 of Division 5 of the Welfare and Institutions Code, commencing at section 5000).
3. A Medi-Cal Beneficiary who is also eligible for Medicare hospital benefits under the provisions of Title XVIII of the Social Security Act, (42 U.S.C. §1395c et seq.), and who has not exhausted those benefits, is not considered a Beneficiary within the meaning of this agreement.
4. Beneficiary does not include those persons receiving skilled nursing facility or long-term care services.

C. Inpatient Psychiatric Services.

1. Inpatient Psychiatric Services includes, but is not limited to, the following services when ordered by a Beneficiary's responsible physician or other qualified health practitioner and rendered in accordance with Title 22 of the California Code of Regulations to a Beneficiary, subject, however, to such exclusions, limitations, exceptions, and conditions as are otherwise set forth in any provision of this agreement or any Exhibit hereto:
 - a. Semi-private room accommodations including bed, board, and related services.
 - b. 24-hour nursing care.
 - c. Pharmaceuticals.
 - d. Dietary.
 - e. Physical and mental examination for assessment and diagnosis - technical component.
 - f. Crisis intervention services.
 - g. Administration and supervision of the clinical use of psychotropic medications.

- h. Individual and group psychotherapy.
- i. Art, recreational, and vocational therapy.
- j. Clinical laboratory services.
- k. Social services.
- l. Services of psychiatrist and/or psychologist under contract by Provider for a Short-Doyle Indigent.
- m. Services of psychiatrist and/or psychologist not included in the provisions for managed Medi-Cal Beneficiaries.
- n. Supplies, appliances, and equipment.

D. **Plan.**

Plan refers to the Inpatient Managed Care Plan of the State of California that consolidates the dual private Fee-For-Service and public Short-Doyle/Medi-Cal System into a single coordinated service system administered by Shasta County.

E. **Claim.**

Claim shall mean a claim for compensation filed by Provider in accordance with Medi-Cal policy and procedures as specified in Title 22, California Code of Regulations; the State Fiscal Intermediary Provider Manual and Bulletins; and as specified by Shasta County.

F. **County.**

County means the County of Shasta, a political subdivision of the State of California, and shall be deemed to include the Shasta County Health and Human Services Agency.

G. **State.**

State shall mean the State of California Department of Health Care Services.

H. **Delegate.**

Delegate means any natural or corporate person to whom Provider, by contract or otherwise, transfers or assigns the responsibility to perform any covenant assumed by Provider in this agreement.

I. **Administrative Day.**

Administrative day shall mean any day of care in an acute care facility for which acute inpatient care is not required as approved by Shasta County.

J. **Fiscal Intermediary.**

Fiscal intermediary means that person(s) or entity who/that has contracted as specified in section 14104.3 of the Welfare and Institutions Code with the State of California Department of Health Services to perform fiscal intermediary services related to this agreement.

K. **Provider.**

Provider shall mean BHC Heritage Oaks Hospital, Inc., dba Heritage Oaks Hospital, a California corporation.

L. **Shall.**

Shall is used to specify an obligation of either County or Provider and denotes a mandatory function or direction.

M. **May.**

May is used to indicate a permissive or discretionary term or function.

N. **Emergency Services.**

Emergency Services mean those services provided to an individual, which are necessary to screen and treat a medical condition that shows itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical care could be reasonably expected to result in one of the following:

- a. Placing the individual's health, or, with respect to a pregnant woman, her health or her unborn child's health, in serious jeopardy.
- b. Serious impairment to bodily function or serious dysfunction of any bodily organ or part.
- c. With respect to a pregnant woman who is having contractions, Emergency Services includes those medical services which are necessary to effectuate a safe delivery of the child while protecting the health of the pregnant woman, when there is inadequate time to affect a safe transfer to another hospital or facility before delivery or when a transfer may threaten the health or safety of the pregnant woman or the unborn child.

Emergency Services includes emergency screening and stabilizing treatment that the Provider is required to provide in accordance with state and federal law.

O. **Medically Necessary.**

Medically Necessary shall mean medical services that are:

- a. Determined to be appropriate and necessary for the symptoms, diagnosis, or treatment of the medical conditions of a Beneficiary.
- b. Provided for the diagnosis or care and treatment of a Beneficiary's medical condition.
- c. Within the standards of the Provider and medical practice within the community. Medically Necessary services include Emergency Services.

P. Short-Doyle refers to the Short-Doyle/Bronzan-McCorquodale Act, Part 2 of Division 5 (commencing with section 5600) of the Welfare and Institutions Code.

ARTICLE II.

HOSPITAL PERFORMANCE PROVISIONS

A. Services Provided by Provider.

1. In accordance with the terms and conditions of this agreement, Provider shall provide Inpatient Psychiatric Services to Beneficiaries subject to the availability of space in Provider's Facility.
2. For all Inpatient Psychiatric Service provided pursuant to this agreement, Provider assumes full responsibility for the provision of those Inpatient Psychiatric services in accordance with Part 2.5 of Division 5 (commencing at section 5775) and Article 5 of Chapter 8.8 of Part 3 of Division 9 (commencing at section 14680) of the Welfare and Institutions Code, and all regulations adopted pursuant thereto, through a delegate, or as otherwise provided in this agreement. For all Inpatient Psychiatric Services provided pursuant to this agreement, Provider agrees to accept as payment in full those payments made to Provider in accordance with Article IV and **EXHIBIT NO. 1** of this agreement. County agrees to pay Provider for Inpatient Psychiatric Services rendered in accordance with the terms and conditions of Article IV and **EXHIBIT NO. 1** of this agreement.
3. Provider shall at its own expense provide and maintain facilities and professional, allied, and supportive medical and paramedical personnel to provide all necessary and appropriate Inpatient Psychiatric Services in accordance with this agreement.
4. Provider shall at its own expense provide and maintain the organizational administrative capabilities to carry out its duties and responsibilities under this agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.
5. For the purposes of Article II.A.1 of this agreement, "Beneficiaries," means any individual who meets the criteria for a Medi-Cal beneficiary without reference to residence, domicile, or any other geographic factor and as provided in Article I.B. of this agreement.
6. For the purposes of Article II.A.2 of this agreement, "all Inpatient Psychiatric Services" means the services specified in Article I.C. of this agreement, and Emergency Services means the services specified in Article I.N. of this agreement.

B. Licensing and Certification.

1. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Chapter 2 of Division 2 of the Health and Safety Code (commencing at section 1250) and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations.
2. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, certified under Title XVIII of the Social Security Act (commencing at 42 U.S.C. §1395).
3. Provider agrees to comply with its obligation to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in Article II.B.1. of this agreement and to remain certified under Title XVIII of the Social Security Act as provided in Article II.B.2. of this agreement.

C. Services Neither Covered Nor Compensated.

1. Provider shall not be obligated to provide Beneficiaries with, and County shall not be obligated to compensate Provider for the following services pursuant to this agreement (services not covered under County's allocations from the State):

- a. Services rendered under the State of California Children's Services Program that are not reimbursable under the State's Medi-Cal program.
- b. Dental services, as defined in Title 22, California Code of Regulations, section 51059.
- c. Long-term care institutional services.
- d. Outpatient services.

D. **Availability of Services.**

1. Provider shall not differentiate or discriminate in the treatment of Medi-Cal beneficiaries, nor shall Provider discriminate on the basis of race, color, creed, religion, national origin, sex, physical or mental disability, age, marital status, or sexual orientation.
2. Provider shall render services to Beneficiaries in the same manner and in accordance with the same time availability as offered to Provider's other patients except as limited by existing Medi-Cal restrictions.
3. Provider shall retain the right, within its sole discretion, to alter, enlarge, reconstruct, modify, or shut down all or any part of its Facility provided, however, that written notice of any action described herein which would materially affect the services available to Beneficiaries under this agreement, shall be given to County at least 30 days prior to implementation of such change, and County shall maintain the right to terminate this agreement without cause upon providing Provider with 30 days prior written notice from the date in which notice was received by County of such change.

E. **County Not to Interfere with Provider.**

Provider and County acknowledge that County's responsibilities under this agreement and governing legislation and regulations, do not create a right for County to interfere in treatment methods or methodologies used by Provider or by treating or attending physicians providing services under this agreement provided that such services are rendered in accordance with this agreement and with governing laws and regulations. Provider shall operate as an independent contractor as described in Article XII.E. of this agreement.

F. **Utilization Controls.**

County shall not be obligated to pay Provider for any services provided to a Beneficiary pursuant to this agreement unless Provider adheres to all utilization controls and obtains authorization for services in accordance with Medi-Cal policy and procedures as prescribed in Title 22 of the California Code of Regulations and in the State Fiscal Intermediary Provider Manual and bulletins.

G. **Services Authorization.**

1. Provider and County acknowledge that County's responsibilities under this agreement and under governing legislation and regulations require that, except when Emergency Services are being provided, Provider consult with County concerning individuals who may be eligible for Psychiatric Inpatient Services under the terms of this agreement. Therefore, in order to exercise its responsibilities (both under this agreement and pursuant to legislation and regulations,) County requires that Provider consult with County concerning individuals not referred to Provider by County so that County can determine whether criteria for Medically Necessary services (as defined in Article I.O., of this agreement), appropriateness of admission, length of proposed services, and other determinants as defined in funding legislation and regulations and as described in Article III of this agreement have been met.

2. Provider shall provide such consultation by contacting County prior to admission of an individual whom Provider believes is eligible for, and in need of, services under this agreement, in all cases (except emergency admission) in which County's staff is not the source of the referral.

H. Utilization Controls Compliance by Provider as Condition Precedent to County Payment Obligation.

As a condition precedent to any County payment obligation under the terms of this agreement, Provider shall acknowledge County's Quality Management Plan including utilization controls, State of California Department of Health Care Services (or any other subsequent applicable state agency) Letters and Notices, as well as subdivision (g) of section 5777 of the Welfare and Institutions Code and regulations adopted pursuant thereto.

I. Appointments of Liaisons and Agency Status.

1. Provider shall designate in writing a person to act as liaison to County. Such person shall coordinate all communications between the Parties.
2. County shall designate a liaison in conformity with procedures and with such authority as specified in Article X.C. of this agreement. Communications to County shall be submitted by the Provider to the Shasta County Health and Human Services Agency (HHSA) Director or HHSA Branch Director at the following address: Shasta County Health and Human Services, P.O. Box 496005, Redding, CA, 96049-6005.

J. Service Locations.

Inpatient Psychiatric services rendered by Provider pursuant to this agreement shall be rendered at the following Facility:

Heritage Oaks Hospital
4250 Auburn Blvd.
Sacramento, CA 95814

K. Quality of Care.

1. As a condition precedent to any payment by County to Provider under the terms of this agreement, whether performance pursuant to this agreement is by the Provider directly or by a delegate as permitted herein, Provider shall:
 - a. Assure that any and all eligible Beneficiaries receive care as required by Part 2.5 of Division 5 (commencing at section 5777) and Article 5 of Chapter 8.8 of Part 3 of Division 9 (commencing at section 14680) of the Welfare and Institutions Code.
 - b. Take such actions as required by Provider's Medical Staff Bylaws against Medical Staff members who violate those Bylaws.
 - c. Provide Inpatient Psychiatric Services in the same manner to Beneficiaries as it provides to all patients to whom it renders Inpatient Psychiatric Services.
 - d. Not discriminate against Beneficiaries in any manner including admission practices and placement in special wings or rooms, nor make any provision for special or separate meals unless Medically Necessary.

L. Payment in Full.

Whether rendered directly or through the instrumentality of a delegate as permitted under this agreement, Provider shall bear the total cost of Inpatient Psychiatric Services rendered to each Beneficiary covered in this agreement. This means that Provider covenants to accept as payment in full for the Inpatient Psychiatric Services described herein, the payments made by County pursuant to Article IV. of this agreement.

ARTICLE III.

PROGRAMMATIC/ADMISSION PROVISIONS

A. **Goals and Objectives of Plan.**

The goal of County's Inpatient Local Managed Mental Health Care Plan (the "Plan") is to assure Beneficiary access to quality coordinated mental health services and the avoidance of service duplication and unnecessary costs. The objective, whenever clinically appropriate, is to divert Beneficiaries into community-based services.

B. **Contact Prior to Admission.**

Provider shall contact Shasta County Transitions, Admissions and Discharge Team ("TAD Team") for authorization prior to any planned admission to Provider's Facility pursuant to this agreement. In the cases of admissions for Emergency Services, Provider shall obtain from County authorization within 10 calendar days of said admission. This contact can be initiated by telephone to the TAD Team at (530) 225-5204.

C. **Outpatient Consideration.**

Before authorizing an admission to the Facility, Provider shall provide, at County's request, an assessment as to the reason why the Beneficiary cannot be treated at a lower level of care, i.e., outpatient services.

D. **Agreement for Admission.**

When Provider and County have agreed that admission to the Facility is appropriate, County agrees to provide full payment for services for the first 48 hours of admission. A Treatment Authorization Request ("TAR") Form 18-3 must be completed and submitted to County via FAX (530/225-5950) or courier to 1810 Market Street, Redding, CA 96001, so that it is received prior to expiration of the first 48 hours of admission. Medical records must be forwarded to County pursuant to Article III.G. of this agreement.

E. **Consultative/Retrospective Review.**

Following the initial 48 hours of admission, County's personnel shall consult with Provider on the need for ongoing Inpatient Psychiatric Services and/or transfer to County for ongoing and/or follow-up services. This consultation does not imply payment. Questions concerning such consultations can be forwarded to the County's Managed Care Program Manager. Payment authorization, if required under this agreement, will occur retrospectively upon discharge.

F. **Discharge Planning.**

A key component of the Plan is to assure that Beneficiaries avoid future hospitalizations. In this regard, it is essential that County and Provider work collaboratively to develop a quality discharge strategy. Upon being informed of a Planned Discharge, Provider shall contact the TAD Team as soon as Beneficiary is determined by facility to be ready for discharge within 24 hours to coordinate discharge planning with County. Regarding Unplanned Discharges, Provider shall make all best efforts to contact TAD Team as soon as Beneficiary is determined by facility to be ready for discharge.

G. **Beneficiary's Medical Record/Treatment Authorization Request.**

1. Provider must provide County with copies of the following medical records and TAR forms for each discharged Beneficiary no later than 14 calendar days from the date of discharge for each admission:

a. Comprehensive psychiatric evaluation.

- b. M.D. orders.
 - c. Treatment plan.
 - d. Progress notes.
 - e. Discharge plan.
 - f. Any other clinical information that Provider deems appropriate.
2. Failure of Provider to provide the aforementioned discharge information and the TAR forms within 14 calendar days of discharge date will result in all charges for the Beneficiary's dates of service for that admission being denied in total on retrospective review.

H. **State Regulations.**

Nothing in this Article (Article III) is intended to supersede the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations of the State of California Department of Health Care Services (or any other subsequent appropriate state agency).

I. **Beneficiaries Age 21 and Under.**

In compliance with legal requirements of *Emily Q. v. Bonta* [C.D.Cal.,2001,CV 98-4181], Provider shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program and entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal Beneficiaries under 21 years of age admitted to Provider's Facility pursuant to this agreement, as well as their legal representatives. It is the responsibility of Provider to ensure sufficient numbers of these notices are available at the Facility at all times. For information on how to obtain these notices, Provider may contact Shasta County Managed Care by telephone at (530) 245-6750.

ARTICLE IV.
PAYMENT PROCEDURE

A. Coordination of Benefits.

Provider shall use reasonable efforts to collect monies due and owing for Covered Services (CS) provided to a Beneficiary, from the Federal Medicare program, and from private health insurance plans when Provider has knowledge that a patient is a Beneficiary receiving Inpatient Psychiatric Services under this agreement is also a beneficiary of the Federal Medicare program or a private health insurance plan. In the event Provider collects monies from one of the foregoing entities, Provider shall notify County and County's compensation obligations under this agreement shall be reduced by the amount actually collected by Provider. No adjustment shall be made for any amounts that Provider is unable to collect.

B. Billing Procedures.

Provider shall submit claims to the Fiscal Intermediary for all services rendered under the terms of this agreement in accordance with the applicable billing requirements contained in section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.

C. Day of Service.

A Day of Service shall be billed for each Beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, and occupies a psychiatric inpatient hospital bed at 12:00 midnight in the Facility of either Provider or the facilities of an authorized appropriately licensed Provider subcontractor.

D. Reimbursement.

1. Reimbursement shall be on a Fee-For-Service basis at an all-inclusive negotiated rate as stated in **EXHIBIT NO. 1** of this agreement. A Day of Service shall be billed for each Beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, and occupies a psychiatric inpatient hospital bed pursuant to Article IV.C. of this agreement. Professional fees are not included in the daily rate.
2. During the term of this agreement, the Health and Human Services Agency ("HHSA") Director ("Director"), or any HHSA Branch Director designated by Director, may approve, rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate set forth in **EXHIBIT 1** on the effective date of signing of this agreement shall not exceed 15 percent during the entire term of this agreement provided further that any rate increase shall not increase the total compensation payable under this agreement.

E. Reimbursement Definitions as Applied to this Agreement.

1. Administrative Days.

There will be reimbursement for those days authorized by Provider or Provider's Utilization Review Committee in an acute inpatient facility when, due to the lack of Medi-Cal-eligible nursing facility, the Beneficiary's stay at an acute inpatient facility must be continued beyond the Beneficiary's need for acute care. Provider is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the Beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The Physician Reviewer or a Utilization Review Committee must monitor the Beneficiary's chart on a weekly basis to determine if the Beneficiary's status has changed or that no facility exists within a 60-mile radius. After written approval of County, at least one facility can be contacted weekly to meet the foregoing requirement

of contracting appropriate facilities within a 60-mile radius when it is determined by County that this finding has been documented in the Beneficiary's chart.

F. **Discharge Planning.**

Provider shall be responsible for assisting County in discharge planning and Provider shall prepare a written discharge summary and provide copies to County within the timeframe outlined in Sections F and G of Article III of a Beneficiary's discharge. Said discharge summary shall contain the information ordinarily prepared by Provider and provided to Beneficiary and third-party payors at the time a bill for service is submitted and shall conform to the provisions of Article III, of this agreement.

G. **Rate Exclusion.**

The rate structure in **EXHIBIT NO. 1** of this agreement is intended by both County and Provider to be inclusive of all services defined and provided pursuant to this agreement.

ARTICLE V.

INDEMNIFICATION & INSURANCE

A. **Indemnification and Insurance.**

1. **Hold Harmless.**

It is agreed by the Parties to this agreement, Provider and County, that each will mutually indemnify, defend and hold the other Party and its appointed and elected officials, officers, volunteers, agents, and employees harmless from all costs, expenses, losses and damages, including death, personal injuries and damages to property caused or contributed to by any act or neglect of such Party, its appointed or elected officials, officers, volunteers, agents, or employees in the performance of this agreement.

2. **Insurance Requirements.**

- a. Without limiting Provider's duty of indemnification, Provider shall obtain, from an insurance carrier authorized to transact business in the State of California or maintain programs of self-insurance approved by County's Risk Manager, and maintain continuously during the term of this agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, with limits of liability of not less than \$1 million per occurrence and \$3 million aggregate bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County for the acts of Provider and its employees.
- b. Provider and any subcontractor shall obtain and maintain continuously Workers' Compensation and Employer's Liability Insurance to cover Provider and Provider's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Provider or maintain programs of self-insurance therefore and as approved by County's Risk Manager. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, offices, employees, agents, and volunteers which might arise in connection with this agreement. Provider hereby certifies that Provider is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Provider shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- c. Provider shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than the \$1 million per occurrence and \$3 million annual aggregate.
- d. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Provider or subcontractor shall be disclosed to and be subject to approval by County's Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Provider shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Provider may satisfy this provision by purchasing tail coverage

for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage require hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents and volunteers as an additional insured* and provides that coverage *shall not be nonrenewed or canceled without 30 days written prior notice certain to County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for ongoing operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) Provider shall provide County with a certificate of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Provider shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Provider fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Provider shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Provider's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County

ARTICLE VI.

RECORDS, AUDITS, REPORTS, AND RECOVERY OF OVERPAYMENTS

A. Inspection Rights.

1. Provider, upon written request, shall make all of its books and records pertaining to the services furnished under the terms of this agreement available for inspection, examination, or copying:
 - a. By County, agents of the State of California, and the United States Department of Health and Human Services.
 - b. At all reasonable times at Provider's Facility or Provider's place(s) of business or at such other mutually-agreeable location(s) in California.
 - c. In a form maintained in accordance with the general standards applicable to such books or records.
 - d. For a term of at least seven years from the close of the County Fiscal Year in which this agreement was in last effect, or until resolution of any audit, review, claim, or litigation pursuant thereto, whichever is later. For the purposes of this agreement, the County Fiscal Year begins on July 1 and ends on June 30 of the following calendar year.
 - e. By making adequate office space available for review teams or auditors to perform the inspection, examination, and/or copying described herein. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their inspection, examination, and/or copying.
 - f. By permitting on-site reviews and audits during normal working hours with at least 72-hour notice. Unannounced on-site reviews and requests for information may be made at the sole discretion of the inspecting entity in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended review and/or audit.
2. These audits or reviews may evaluate the following matters pertinent to Medi-Cal beneficiaries:
 - a. Level and quality of care, and the necessity and appropriateness of the services provided.
 - b. Internal procedures for assuring efficiency, economy, and quality of care.
 - c. Grievances or complaints relating to medical care and their disposition.
 - d. Beneficiary-related financial records when determined necessary by County to assure accountability for public funds.
3. The Parties agree that the purpose of the audits and reviews authorized by Article VI.A. of this agreement is solely to assess Provider and Provider's subcontractor's compliance with the terms and conditions of this agreement.
4. Provider does not waive the provisions of Evidence Code section 1157 with regard to medical staff records as applicable to state and federal laws and Provider's Bylaws.

B. Records to be Kept; Audits or Review; Availability; Period of Retention.

1. Provider or such Parties thereof as may be engaged in the performance of this agreement and subject to the inspection, examination, and copying of the information specified in this Article (Article VI)

shall, upon 48 hours of advance notice and during customary business hours, be subject to inspection, examination, and copying by any duly authorized agents of County, the State of California Department of Health Services, (or any other subsequent appropriate state agency), the United States Department of Health and Human Services, and the Comptroller General of the United States. The United States Department of Health and Human Services and Comptroller of the United States are intended third-party beneficiaries of this covenant.

2. Provider shall maintain complete financial records including an annual, independent audit prepared in accordance with OMB Circular A-133, which clearly reflects the actual cost of each type of service for which Provider claims payment hereunder. The Beneficiary-eligibility determination and the fees charged to and collected from Beneficiaries shall also be shown in such records, and any apportionment of costs shall be made in accordance with P.L. 98-502 (31 USC §7501 et seq.), OMB A-133 and generally accepted accounting principles.
3. Provider shall maintain the above information in accordance with Medicare principles of reimbursement and consistent with the requirements of the State of California Health Facilities Commission. In cases where any of the above requirements are in conflict, Provider's compliance with any one of such requirements is sufficient.
4. Provider shall maintain medical records as required by sections 70747 through 70751 of Title 22 of the California Code of Regulations and other records related to a Beneficiary's eligibility for services, the service rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service, and the quality of service provided. Records shall be maintained in accordance with section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this Article (Article VI).

C. **Subcontracts.**

Provider shall maintain and make available to County, the United States Department of Health and Human Services, and agents of the State of California, upon written request, copies of all subcontracts for the performance of any of Provider's obligations and responsibilities under this agreement. Provider shall assure that all subcontracts entered into from the effective date of this agreement shall require subcontractors to:

1. Make all applicable books and records pertaining to this agreement available upon 48 hours of advance notice and during customary business hours for inspection, examination, or copying by County, the State of California Department of Health Services, or the United States Department of Health and Human Services.
2. Retain such books and records for a term of seven years from the close of the State of California's fiscal year in which the subcontract became effective or until resolution of any audit, review, or claim, or litigation pursuant thereto, whichever is later.

D. **Recovery of Overpayments to Provider, Liability for Interest.**

1. When an audit or review performed by any authorized agency discloses that Provider has been overpaid under this agreement, or where the total payments exceed the total liability under this agreement, Provider covenants that any such overpayment or excess payments over liability may be recouped by County by withholding the amount due from future payments, seeking recovery by payment from Provider, or a combination of these two methods.
2. When recoupment or recovery is sought under Article VI.D.1. of this agreement, Provider may appeal according to applicable procedural requirements of the regulations adopted pursuant to Part 2.5 of Division 5 (commencing at section 5775) of the Welfare and Institutions Code with the following exceptions:

- a. The process for recovery or recoupment shall commence within 60 days after issuance of account status or demand resulting from an audit or review and shall not be deferred or tolled by the filing of a request for an appeal according to the applicable regulations.
- b. Provider's liability to County for any overpayment or excess payment shall be as provided in section 5779(e) of the Welfare and Institutions Code.

E. **Confidentiality of Beneficiary Information.**

Notwithstanding any other provision of this agreement, names of Beneficiaries receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Chapter IV of Subchapter C of Part 431 of Subpart F of Title 42, of the Code of Federal Regulations (commencing at section 431.300) and section 14100.2 of the Welfare and Institutions Code and regulations adopted there under. For the purpose of this agreement, all information, records, data, and data elements collected and maintained under this agreement and pertaining to Beneficiaries shall be protected by Provider from unauthorized disclosure. This provision shall survive the termination, expiration, or cancellation of this agreement.

In addition, Provider shall comply with all other applicable state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; section 56.10 of the Civil Code; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy and security regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). This provision shall survive the termination, expiration, or cancellation of this agreement.

F. **Protection of Confidentiality and Programs.**

Except when disclosure is required by law, regulation, or legal process, Provider agrees to ensure the confidentiality of all information obtained from County including, but not limited to, financial, utilization, or any other information related to the delivery of health care.

G. **Third-Party Liability.**

Provider shall report within one business day to County whenever Provider discovers that the costs of Inpatient Psychiatric Services provided under this agreement and rendered either directly by Provider or through the instrumentality of a Provider subcontractor are covered, in whole or in part, by workers' compensation, tort liability, or casualty insurance. Nothing contained herein shall be construed to reduce or modify County's obligation to reimburse Provider for Medi-Cal benefits rendered to a Beneficiary.

ARTICLE VII.

PATIENTS' RIGHTS

A. **Patients' Rights.**

1. Provider shall comply with all applicable laws and regulations pertaining to the rights of Beneficiaries and patients. Specifically, Provider shall adopt and post in a conspicuous place or places a written policy on the rights of patients in accordance with section 70707 of Title 22 of the California Code of Regulations and shall comply with sections 5325 and 5325.1 of the Welfare and Institutions Code. Complaints by Beneficiaries shall be investigated by County's Patients' Rights Advocate, and, when appropriate, by the State of California Department of Health Care Services (or any other subsequent appropriate state agency) or other persons and entities as required by law or regulation.
2. Provider represents that it is familiar with provisions pertaining to rights of youth Beneficiaries. Provider shall operate in accordance with the provisions of Chapter 1 or Part 1 of Division 6 (commencing with section 6002.15) of the Welfare and Institutions Code, and other applicable laws and regulations.

B. **Notification of Rights.**

At the time of a Beneficiary's admission to Provider's Facility, the Beneficiary shall be given the **"Notification of Rights" Form** (see **EXHIBIT NO. 3**). The Beneficiary's signed and dated copy of the form shall be kept in the Beneficiary's case record, a copy of which shall be made available to the client.

ARTICLE VIII.

TERMS, TERMINATION, AND EFFECT OF TERMINATION

A. **Term.**

The term of this agreement shall commence on July 1, 2017 and shall end on June 30, 2020. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County Fiscal Year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County Fiscal Year for which funds were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Provider in writing of such non-appropriation at the earliest possible date.

B. **Termination Without Cause.**

Provider and/or County may terminate this agreement upon providing the other Party with 30 days prior written notice. In any case, where such notice is provided, both Parties shall negotiate in good faith during such 30-day period in an effort to develop a revised agreement, which to the extent reasonably practical, under the circumstances, will adequately protect the interests of both Parties.

C. **Termination Based on Unforeseen Events.**

In the event that changes are made in County's agreement with the State of California for the provision of mental health services, Provider and County may terminate this agreement immediately by giving oral notice to the other Party based on the following unforeseen events:

1. Changes are made in the Medi-Cal program, or changes are made in federal laws or regulations governing the Medi-Cal program;
2. Changes are made in the Federal Medicare program;
3. Changes are made under other public or private health and/or Provider insurance programs, or policies, which have a material detrimental financial effect on the operations of Provider and/or County.

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. **Notice to State.**

If Provider terminates this agreement, County shall send a copy of the notice of termination to the State of California Department of Health Services.

E. **Obligations After Termination.**

In the event that this agreement is terminated, County may transfer individuals being treated under the terms of this agreement to another provider. If County is not able to transfer all affected individuals to another provider by the termination date, at County's request, Provider shall continue to provide Inpatient Psychiatric Services in accordance with the terms of this agreement to such individuals who have not been transferred, until those individuals have been transferred to another provider. Provider shall assist and cooperate with County during the transfer and shall provide all necessary information to ensure continuing care. Following the effective date of termination of this agreement, the provisions of this agreement shall be of no further force and effect except that:

1. Each Party shall remain liable for any obligations or liabilities arising from activities carried on by each Party prior to the effective date of termination.

2. The provisions relating to insurance; indemnification; maintenance of and access to books, documents, and records following termination; continuation of services following termination; compliance with the law; and other related provisions of this agreement; as well as non-disclosure, confidentiality, and non-disparagement provisions thereof shall survive the expiration, termination, or cancellation of this agreement.

F. **Right to Terminate**

County's right to terminate this agreement may be exercised by County's Board of Supervisors, County's Executive Officer or his/her designee, or by the HHSA Director or any HHSA Branch Director designated by the HHSA Director.

ARTICLE IX.

APPLICABILITY OF STATUTES

A. Application of Statutes.

1. This agreement shall be governed and construed in accordance with the laws of the State of California and the United States, including, but are not necessarily limited to, the following:
 - a. Title XIX of the Social Security Act and regulations promulgated thereunder. (42 USC section 1396 et. seq.)
 - b. The California Welfare and Institutions Code and related provisions thereunder.
 - c. Titles 17 and 22 of the California Code of Regulations.
2. All references in this agreement to any law or regulation, state or federal, which may from time to time be changed by appropriate authority during the term of this agreement, are binding upon the Provider and County.

B. Severability.

1. In the event any provision of this agreement is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, and by any regulation duly promulgated by the United States or the State of California in accordance with law, or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.
2. If there is determination that any of the provisions of this agreement are invalid or unenforceable or declared null and void or which materially alters the obligations of either Party in such manner as to cause financial hardship to such Party, the party so affected shall have the right to terminate this agreement upon providing 30 days prior written notice to the other Party.

ARTICLE X.

GRIEVANCES AND APPEALS

A. **Contract Administrator.**

The HHSA Director, or HHSA Branch Director, is hereby designated the Contract Administrator of this agreement. The Contract Administrator shall be the initial authority for presentation and resolution of disputes arising under this agreement.

B. **Hospital Grievance Procedures.**

Provider shall have in place its own internal grievance policies and procedures, a copy of which shall, upon request, be made available to County.

C. **Principles of Informal Resolution of Grievances.**

Each party shall designate a liaison, pursuant to Article II.I., who shall act as the initial contact point for resolution of any dispute concerning the terms of this agreement or any services or activities carried on under its terms. County and Provider shall make every reasonable effort to resolve all disputes and differences informally. In the event of such dispute or difference, County and Provider shall initiate telephone or written contact with the respective designated liaisons.

D. **Designee for Beneficiary Grievances.**

For Beneficiary grievances, County's designee shall be the County's Patients' Rights staff.

E. **Formal Resolution of Beneficiary Grievances.**

If an informal resolution does not resolve a Beneficiary grievance, The Beneficiary, or his/her representative, may initiate a formal grievance by filing a written or oral grievance with the Shasta County Managed Care Program. To file a written grievance the Beneficiary shall complete and submit the Shasta County Grievance Brochure (**EXHIBIT 4**) to Shasta County Managed Care Program, P.O. Box 496005, Redding, CA 96049-6005. The Patient's Rights Advocate shall assist the Beneficiary to complete and submit the written form if necessary. Oral grievances may be filed by contacting the Shasta County Managed Care Program at (530) 245-6750. The Beneficiary is not required to complete the informal process prior to initiating a formal grievance. Confidentiality of the Beneficiary shall be protected at all stages of the grievance process.

F. **Provider Appeal Procedures.**

If an informal resolution does not resolve a dispute concerning the terms of this agreement, Provider will cooperate with formal grievance procedures developed by County and approved by the California Department of Health Care Services (or any other subsequent appropriate state agency) as described in **EXHIBIT NO. 2.**

ARTICLE XI.

HIPAA

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Provider understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Provider agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Provider that are provided for in Article V.

ARTICLE XII.
MISCELLANEOUS

A. Time is of the Essence.

Time shall be of the essence for each and every term, obligation, and condition of this agreement.

B. Entire Agreement.

This agreement, together with all EXHIBITS hereto, contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. It is the express intention of Provider and County that any and all prior or contemporaneous agreements, promises, negotiations, or representations either oral or written relating to the subject matter and period governed by this agreement which are not expressly set forth herein shall be of no further force, effect, or legal consequence after the effective date hereof.

C. Amendments.

No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provisions of Article IV D.2 of this agreement, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

D. Headings.

The headings or titles of articles and sections contained in this agreement are intended solely for the purpose of facilitating reference, are not a part of this agreement, and shall not affect the meaning or interpretation of this agreement.

E. Independent Contractors.

This agreement does not constitute a hiring by either Party. It is the parties' intention that, to the full extent permitted by law, Provider shall be an independent contractor and not an employee of County nor the Shasta County Health and Human Services Agency, and in conformity therewith, that Provider shall retain sole and absolute discretion and judgment in the manner and means of carrying out Provider's activities and obligations under this agreement. Therefore the Parties hereto are and shall remain independent contractors bound by the provisions hereof. Provider is responsible and obligated to County as to the results accomplished. Except as provided by law, County thereby obtains no authority or right to direct or control Provider's actions, and Provider assumes and retains discretion for methods, techniques, and procedures in management. Further, Provider acknowledges that neither it nor its employees are entitled to participate in any Workers' Compensation benefits, pension plan, retirement plan, bonus, or any similar benefits, which are provided by County as a condition of employment by County.

F. Federal Healthcare Compliance Program.

1. In entering into this agreement, Provider attests they have an active Program for Compliance with Federal Healthcare Programs in place and provide regular training on Federal Healthcare Compliance to all staff who provide services that are paid for with Federal Healthcare dollars. Provider further acknowledges the County's Program for Compliance with Federal Healthcare Programs and the Contractor Code of Conduct (Code of Conduct), attached and incorporated herein as **EXHIBIT NO. 5**. Should the aforementioned Code of Conduct be amended during the term of the agreement, Provider shall comply with the Code of Conduct as amended and provided to Provider by County.

2. Provider shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medicare or Medi-Cal.
3. Provider attests that Provider and all Provider's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.

G. **No Inducement to Refer.**

Nothing contained in this agreement shall require County to refer any patients to Provider for treatment. The Parties enter into this agreement with the intent of conducting their relationship in full compliance with all applicable federal, state, and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Notwithstanding an unanticipated effect of the provisions herein, neither Party will intentionally conduct itself under the terms of this agreement in a manner to constitute a violation of federal, state, and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments.

ARTICLE XIII.

NOTICES

- A. Except as may otherwise be specifically provided in this agreement with respect to oral notice, any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery, or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

County: Branch Director
HHSA Business and Support Services
Attn: Contract Unit
P.O. Box 496005
Redding, CA 96049-6005
Phone: (530) 245-6860
Fax: (530) 225-5555

Provider: Chief Executive Officer
Heritage Oaks Hospital
4250 Auburn
Sacramento, CA 95814
Phone: (916) 489-3336
Fax: (916) 488-2954

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Article XIII.A. and shall be deemed to be effective immediately.

EXHIBIT NO. 1**REIMBURSEMENT ADDENDUM****A. Provider Inpatient Service Reimbursement.**

1. County shall pay Provider 100 percent of the following all-inclusive rates per day for admissions:

MediCal, excluding attending psychiatrist fees	\$ 770.00 per day
MediCal Inpatient Professional Fees	\$ 90.00 per day
Short Doyle, Adults, including attending psychiatrist fees	\$ 950.00 per day
Short Doyle, youth, including attending psychiatrist fees	\$ 860.00 per day
Administrative Day without Psychiatric Support Services	\$ 611.60 per day
Administrative Day with Psychiatric Support Services	\$ 701.60 per day

2. The all-inclusive per diem rates, as described above, are to be the only payments made by County for Inpatient Psychiatric Services provided to Medi-Cal Beneficiaries under this agreement except where otherwise provided hereunder.
3. The rate structure under Section A.1 of this EXHIBIT shall not include transportation services required in providing Inpatient Psychiatric Services under this agreement. When transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for the Inpatient Psychiatric Services provided under this agreement.

The maximum compensation payable under this agreement shall not exceed \$450,000 during the entire term of the agreement.

COVERED/NON-COVERED SERVICES

The following services listed under "Included Services" are included in the per diem rates, while services listed under "Non-Covered" Services are excluded from the per diem rates.

INCLUDED SERVICES

Clinical Laboratory Services
 Dietary Services and Consultations
 Drug Screening
 Educational Services
 Emergency Services
 Family Therapy
 Group Therapy
 Involuntary Patient Care
 Medical History and Physical Examination
 Pharmacy Services
 Psychiatric Nursing Services
 Recreation Services
 Seclusion Room w/Special Observation
 Social Services
 Urinalysis
 Medical History
 Physical Examination (Tech component)

NON-COVERED SERVICES

Ambulance Services
 Arteriogram
 Biofeedback
 Brain Mapping
 CAT Scans
 Chest X-ray
 Electrocardiography
 Electroconvulsive Therapy (ECT)
 Electroencephalography
 Inhalation Therapy
 MRI
 Physician Services
 Psychological Testing
 Speech and Language Services

Both the Short-Doyle/Medi-Cal Maximum Allowance rate and the Federal Financial Participation are adjusted during the year. The rates noted in this agreement are subject to change, and Provider shall be paid at the adjusted interim rates up to the agreement's maximum amount, without amendment to this agreement.

EXHIBIT NO. 2

PROVIDER APPEAL PROCEDURE

- A. Every effort shall be made to process claims in a timely manner and resolve disagreements informally as outlined prescribed in Article X. of this agreement. In the event disagreements cannot be resolved informally, the following Provider appeal procedures are to be followed.
1. Provider may file a written appeal concerning the processing or payment of its claims for Inpatient Psychiatric Services provided pursuant to this agreement directly to the Fiscal Intermediary. The written appeal shall provide all facts and documents to support the Provider's appeal and that appeal shall clearly state the grounds for the appeal. The Fiscal Intermediary will have 60 days from receipt of the appeal to review the claim, seek information, and respond in writing to Provider.
 2. Provider may appeal a denied request for reimbursement of Inpatient Psychiatric Services provided pursuant to this agreement to County. The written appeal must be received by the Contract Administrator within 90 calendar days of the date of notification of the non-approval of payment. Appeals shall be in writing and include all relevant documentation.
 - a. County shall have 60 calendar days from the receipt of the appeal to inform the Provider in writing of the decision and its basis.
 - b. If no basis is found for altering the decision or the remedy is not within the purview of County, Provider will be notified of its right to submit the appeal to the State of California Department of Health Care Services (or any other subsequent appropriate state agency).
 - c. If County upholds Provider's appeal, County has 15 days from the date the Provider was notified in writing of the decision to submit an approved payment authorization document or take corrective action.
 3. If County does not respond within 60 days, Provider has the right to appeal directly to the State of California Department of Health Care Services (or any other subsequent appropriate state agency).
 4. If Provider wishes to appeal to the State of California Department of Health Care Services (or any other subsequent appropriate state agency, Provider must do so within 30 calendar days from the date of County's written decision or within 30 calendar days from expiration of the time within which the County is required to respond to an appeal, should County fail to respond.
 5. The State of California Department of Health Care Services (or any other subsequent appropriate state agency will have 60 calendar days from the receipt of the appeal to notify in writing Provider and County of its decision and the basis for the decision. If the State of California Department of Mental Health (or any other subsequent appropriate state agency does not respond within 60 calendar days from the receipt of the appeal, the appeal is deemed denied.
 6. If the State of California Department of Health Care Services upholds Provider's appeal, County has 15 days from receipt of the State Department of Health Care Services' written decision to submit an approved payment authorization document or take corrective action.

EXHIBIT NO. 3

NOTIFICATION OF RIGHTS FORM

Beneficiary's Name: _____ **Date:** _____ **Time:** _____

I understand that as a Beneficiary of SHASTA COUNTY's Inpatient Mental Health Plan, I have the right to access both Provider's and SHASTA COUNTY's Complaint Resolution and Grievance Process.

If I am not satisfied with Provider's service, I will first attempt to obtain a resolution through the Provider's Complaint Resolution and Grievance Process.

If a satisfactory resolution cannot be obtained through Provider, I have the right to access another level of appeal through the Mental Health Plan's Complaint Resolution and Grievance Process by contacting the Patient's Rights Advocate at (530) 225-5506.

I have the right to use Provider's or the Mental Health Plan's Complaint Resolution and Grievance Process at any time before, during, or after the Complaint Resolution and Grievance Process has begun.

I may obtain a full description of the Mental Health Plan and/or Provider's Complaint Resolution and Grievance Process upon request.

When appropriate,

_____	_____	_____	_____
Beneficiary Signature*	Date	Parent/Guardian/Conservator Signature	Date

_____	_____
Provider Center Staff Signature	Date

When appropriate, reason Beneficiary is unwilling to sign:

***If the Beneficiary is unable to understand and sign the Notification of Rights Form by reason of his/her mental disorder, Provider Staff will continue to request the Beneficiary's signature throughout hospitalization.**

Original: Beneficiary Case Record

EXHIBIT NO. 4
GRIEVANCE BROCHURE

WHAT HAPPENS TO YOUR GRIEVANCE?

To make sure your complaint is taken care of, we will:

- Send you a letter to say we got it.
- Choose someone that is not part of your complaint to look over your grievance.
- Send you a letter to tell you what was decided.

You will be treated fairly during this process.

For questions, or the status of your grievance, call Managed Care at 530-245-6750 or toll free at 1-888-385-5201.

Our ADA coordinator may be reached at:
530-225-5515 (phone)
530-225-5345 (fax)
California Relay Service: 711



Health and Human
Services Agency

2640 Breslauer Way
Redding, CA 96001
www.shastahhsa.net

Grievance
Form

*Let us help you
resolve any service
complaints.*

For help call:
(530) 245-6750

Revised 08/17

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY
2640 Breslauer Way
Redding, CA 96001
www.shastahhsa.net



Health and Human
Services Agency

Shasta County Health & Human Services Agency
Attn: Managed Care & Compliance HHB-502
P.O. Box 496005
Redding, CA 96049-6005

EXHIBIT NO. 4
GRIEVANCE BROCHURE

GRIEVANCE FORM

You may ask for help filling out this form or have someone do it for you.

You will be treated fairly if you file this form.

WHY FILE A GRIEVANCE?

Shasta County tries to work fairly with everyone but sometimes things do not work out. You can file a grievance if you are not happy with your services.

HOW TO FILE A GRIEVANCE

Fill out this form or tell us. To tell us, call (530) 245-6750 or 1-888-385-5201. If you fill out the form, send it to the address on the back or give it to your health care worker.

Date: _____ Location: _____

Name: _____ Birth Date: _____

Address: _____ City: _____ State: _____

Telephone: (home) _____ (work) _____ (cell) _____

Primary Language Spoken: _____

Describe the reason for your dissatisfaction: _____

How do you think this can be resolved? _____

Signature: _____

EXHIBIT NO. 5
SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
MENTAL HEALTH PLAN (MHP)
CONTRACTOR CODE OF CONDUCT

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Contractors shall follow this Contractor Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and Contractor.

1. PURPOSE

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Contractors providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal beneficiaries) and this Agreement between the County of Shasta and Contractor, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHSA Contractors with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Contractor is expected to uphold this Code of Conduct;
- C. Failure to comply with this Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHSA Contractors and employees, volunteers, and interns of Contractor shall:

- A. Perform their duties in good faith and to the best of their ability;

- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Contractor;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Contractor;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or contractors;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHSA client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;

- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. **SHASTA COUNTY COMPLIANCE OFFICER**

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
1810 Market Street, Redding, CA 96001
P.O. Box 496005, Redding, CA 96049-6005
(530) 245-6750

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT - CONTRACTOR CERTIFICATION

I, _____, by signing this Certification
(Print First and Last Name)

acknowledge that:

1. I am an employee of BHC Heritage Oaks, a contractor of the County or Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

Contractor shall maintain all current signed Code of Conduct – Contractor Certification forms on file and retain forms for a period of seven years after employee no longer works for Contractor, and provide to HHSA upon request/ or submit-depending upon agreement terms this signed certification to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Fourth Amendment with Securitas Security Services USA, Inc.

DEPARTMENT: Health and Human Services Agency-Business and Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Tracy Tedder, Branch Director, HHSA Business & Support Services, (530) 229-8419

STAFF REPORT APPROVED BY: Tracy Tedder, Branch Director, HHSA Business & Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective the date of signing, to the agreement with Securitas Security Services USA, Inc. to modify existing security service hours, add additional service locations which increases maximum compensation in Fiscal Year (FY) 2017-18 from \$500,000 to \$530,000, in FY 2018-19 from \$535,000 to \$595,000, and in FY 2019-20 from \$575,000 to \$640,000, increasing the total maximum compensation by \$155,000 from \$2,605,200 to \$2,760,200 during the entire term of the agreement, and retaining the term July 9, 2015 through June 30, 2020.

SUMMARY

N/A

DISCUSSION

Through this fourth amendment, Securitas Security Services (Securitas) will continue to provide on-site fixed post security services, daily patrol services, alarm response, and special response services at various Health and Human Services Agency (HHSA) locations, as well as daily patrol services at the County Administration Center parking structure. These services promote the safety of clients, County employees, and members of the public as well as securing County facilities and property. This fourth amendment modifies existing services in downtown Redding and adds new service locations in downtown Redding, on Churn Creek Road, and on Breslauer Way.

ALTERNATIVES

The Board could choose not to approve the amendment.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. This recommendation has been reviewed by the County Administrative Office.

FINANCING

The services provided for the HHSA locations under this agreement are funded through a combination of federal and state sources with a local share of cost met largely through Realignment. The FY 2017-18 Adopted Budget for the applicable departments includes sufficient appropriation authority for the activities described in this agreement. Sufficient appropriation authority for this agreement will be included in the FY 2018-19 budget request, and appropriate appropriation authority will be sought in subsequent annual budget requests during the term of the agreement. There is no additional General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Fourth Amendment	2/28/2018	Fourth Amendment

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
SECURITAS SECURITY SERVICES USA, INC., A DELAWARE CORPORATION FOR
THE PROVISION OF SECURITY SERVICES**

This Fourth Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and Securitas Security Services USA, Inc., a Delaware corporation, ("Contractor").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on June 9, 2015, effective July 9, 2015, for the provision of security services ("Original Agreement"); and

WHEREAS, the Original Agreement was amended by a first amendment ("First Amendment") on June 10, 2016 and effective June 10, 2016 to replace **ATTACHMENT A**, attached to the agreement and entitled "On-Site and Security Patrol Schedules", with **Attachment A-1**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a second amendment ("Second Amendment") on June 20, 2017, effective January 1, 2017 to: (1) modify the County Contact definition to include an e-mail address as described in Section 1. DEFINITIONS; (2) provide additional hourly rates and to increase the maximum compensation for fiscal years (FY) 2016-17, 2017-18, 2018-2019, and 2019-2020; (3) delete the previously agreed upon cost adjustment provisions in Subsection G of Section 4; and (4) replace **Attachment A-1**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-2**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a third amendment ("Third Amendment") on August 22, 2017, effective August 22, 2017 to replace **Attachment A-2**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-3**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, County and Contractor desire to amend the Original Agreement to: (1) modify existing service hours, (2) add additional service locations, and (3) increase maximum compensation for fiscal years (FY) 2017-18, 2018-19, and 2019-20 to cover the additional services, and (4) replace **Attachment A-3**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-4**, entitled "On-Site and Security Patrol Schedules" ("Fourth Amendment"); and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection E. of Section 4, **COMPENSATION**, of the Agreement is amended as of the effective date of this Fourth Amendment in its entirety to read as follows:

Section 4. COMPENSATION.

- E. In no event shall the maximum amount payable under this agreement exceed the following per County fiscal year:
1. \$38,500 in County fiscal year 2014-15
 2. \$467,000 in County fiscal year 2015-2016
 3. \$489,700 in County fiscal year 2016-2017
 4. \$530,000 in County fiscal year 2017-2018
 5. \$595,000 in County fiscal year 2018-2019
 6. \$640,000 in County fiscal year 2019-2020.
 7. In no event shall the maximum amount payable under this agreement exceed \$2,760,200 during the entire term of the agreement.

- II. **Attachment A-3** attached to the Third Amendment entitled, "On-Site and Security Patrol Schedules" is replaced with **Attachment A-4**, entitled "On-Site and Security Patrol Schedules", attached and incorporated herein as of the effective date of this Fourth Amendment. **Attachment A** to the original Agreement shall remain in effect from June 9, 2015 until June 9, 2016, and **Attachment A-1** to the First Amendment shall remain in effect from June 10, 2016, until December 31, 2016. **Attachment A-2** shall remain in effect between January 1, 2017, until August 21, 2017. **Attachment A-3** shall remain in effect between August 22, 2017, until the effective date of this Fourth Amendment.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

V. **EFFECTIVE DATE**

Unless otherwise provided, this Fourth Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Fourth Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

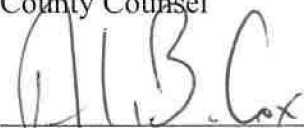
Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California


ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel

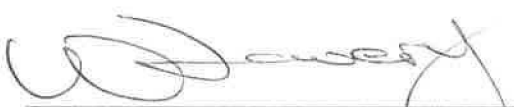
 2/20/18
By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 02/22/18
By: James Johnson
Risk Management Analyst

CONTRACTOR

Date: 2/27/18


Wallace Lavery, Securitas Security Services
USA, Inc., Vice President

ATTACHMENT A-4
ON-SITE AND SECURITY PATROL SCHEDULES

Fixed Post locations and staffing: unless otherwise noted, all days cited **exclude** County Holidays

Location	Staffing
1220 Sacramento Street	1 officer, Monday through Friday, 07:00 – 18:00
1220 Sacramento St – Syringe Exchange Program	Wednesdays and Thursdays, 1 officer, 09:30 – 15:30
1265 Redwood Blvd.	1 officer, Monday through Friday, 20:00 – 2:00
1313 Yuba St (site also includes 1411 Yuba Street/1612 Market Street (Wraparound); 1604 Market Street (Howell Hall); 1620/1624 Market Street; 1628 Market Street (McFall))	2 officers, Monday through Friday. 08:00 – 17:30
1400 California Street	1 officer, Monday through Friday, 07:30 – 18:00
1550 California Street	1 officer, Monday through Friday, 07:00 – 18:00
1560 Market Street (site also includes 1420 Yuba Street and 1580 Market Street)	1 officer, Monday through Friday, 8:00 – 17:30
1810 Market Street	1 officer, Monday through Friday, 06:00 – 07:30 1 officer, Monday through Friday, 16:00 – 18:00
2460 Breslauer Way (site also includes 2406, 2420, and 2430 Breslauer Way buildings)	1 officer, Monday through Friday, 07:00 – 18:00
2640 Breslauer Way (site also includes 2632, 2634, and 2644 Breslauer Way buildings)	1 officer, Monday through Friday, 07:00 – 08:00 2 officers, Monday through Friday, 08:00 – 17:00 1 officer, Monday through Friday, 17:00 – 20:00 1 officer, Saturdays, Sundays, and County holidays, 18:00 – 20:00 1 officer, daily (seven days per week including County holidays), 22:30 – 23:30
2650 Breslauer Way	1 officer, Monday through Friday, 6:30 – 8:00 1 officer, Monday through Friday, 17:00 – 21:00
2757 Churn Creek Road, Suites A and B	2 officers, Monday through Friday, 07:00 – 18:00
36911 Main Street, Burney, CA	1 officer, Monday through Friday, 08:00 – 17:00

Patrol locations and number of patrols per day (patrols are conducted seven days per week, including weekends and County Holidays, outside of regular business hours, 52 weeks per year)

Location	# Patrols
1220 Sacramento Street	2 patrols
1400 California Street / 1550 California Street	1 patrol
1450 Court Street (parking structure)	2 patrols (one patrol between the hours of 06:00 and 07:00)
1810 Market Street	1 patrol
2460 Breslauer Way (also includes 2406, 2420, and 2430 Breslauer Way buildings)	2 patrols
2640 Breslauer Way (also includes 2632, 2634, and 2644 Breslauer Way buildings)	2 patrols
2757 Churn Creek Road	2 patrols

Alarm response locations

- A. 1400 California Street, Redding, CA
- B. 1810 Market Street, Redding, CA
- C. 2420 Breslauer Way, Redding, CA
- D. 2430 Breslauer Way, Redding, CA
- E. 2460 Breslauer Way, Redding, CA
- F. 2632 Breslauer Way, Redding, CA
- G. 2634 Breslauer Way, Redding, CA
- H. 2640 Breslauer Way, Redding, CA
- I. 2644 Breslauer Way, Redding, CA

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

California Department of Health Care Services Certification for Children's Medical Services

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

STAFF REPORT APPROVED BY: Terri Fields Hosler, MPH, RD-Public Health Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the: (1) Chairman to sign retroactive renewal Certification Statements with the Children's Medical Services branch of the California Department of Health Care Services in support of program plans and budgets for the Child Health and Disability Prevention Program in the amount of \$331,405; the California Children's Services Program in the amount of \$1,642,108; the Health Care Program for the Children in Foster Care in the amount of \$237,583; and for the Monitoring and Oversight of Foster Children Treated with Psychotropic Medication in the amount of \$38,236 for a total of \$2,249,332 for the period of July 1, 2017, through June 30, 2018; and (2) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director or Deputy Branch Director, as designated by the HHSA Director, limited authority to execute prospective and retroactive amendments to the program plans and budgets that result in a net change of no more than \$224,933 and other minor, non-monetary amendments as necessary, providing all such amendments shall otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

Approval of the plans and budgets will allow the Health and Human Services Agency (HHSA) to continue to receive funding from the California Department of Health Care Services for provision of services through Child Health and Disability Prevention Program (CHDP), California Services Program (CCS), and the Health Care Program for Children in Foster Care (HCPFC), including Psychotropic Medication Monitoring and oversight (PMM&O) benefiting children and families in Shasta County.

DISCUSSION

The Children's Medical Services (CMS) branch of the California Department of Health Care Services provides funding to help support health care for children through preventive screening, diagnostic treatment, rehabilitation, and follow-up services at the local level. HHSA – Public Health provides administrative oversight and services for the four CMS programs in Shasta County, in collaboration with other HHSA programs, local medical providers, and other agencies. These programs are aimed

at meeting specific health care needs of targeted populations as noted below.

The CHDP Program provides preventive medical services such as well child examinations and immunizations to children with family incomes at or below 266 percent of the federal poverty level. HHSA – Public Health oversees the delivery of CHDP services by over 70 private medical providers throughout the County. HHSA – Public Health also provides outreach to increase the number of children who receive services, provides case management to children whose medical conditions are discovered during the CHDP examinations, and collaborates with other HHSA staff to ensure Medi-Cal applicants are informed of the availability of these services.

HCPCFC was initiated in Shasta County during Fiscal Year (FY) 1999-00 after a joint effort of the State Departments of Social Services and Health Care Services sought to increase medical/health oversight of children in foster care, HHSA – Public Health Nurses (PHN) and support staff assigned to HHSA – Children’s Services interacts with local medical providers to ensure a comprehensive health plan for each foster child. This work is completed as part of the multidisciplinary team co-located at Children’s Services that provides a variety of supportive services for foster children.

PMM&O was initiated in Shasta County during FY 2016-2017 and is to be used exclusively to hire or augment existing PHN staff to permit PHN monitoring and oversight of foster children and youth treated with psychotropic medications. PHNs under the general program will continue to address the needs of foster children youth and NMD.

CCS provides case management and treatment services to eligible Shasta County children with eligible physical disabilities and/or chronic medical conditions. CCS services are available on an income eligible basis for chronic medical conditions such as diabetes, cystic fibrosis, cardiac anomalies, malignancies, life threatening injuries, and physical disabilities. This plan and budget reflects eligibility determination activities, case management, and administrative oversight of CCS services provided to eligible children and their families, but does not include the medical care and therapy services cost portion of the program. The funding and program plans are retroactive due to a delay by the State’s CMS branch in issuing the allocations.

ALTERNATIVES

Alternatives include not signing the Certification Statements or requesting changes to one or more of the documents.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the certifications and approved them as to form. Risk Management has reviewed and approved the certifications. This recommendation has been reviewed by the County Administrative Office. Numerous private providers, other HHSA programs and community agencies involved in the provision of foster and medical care services have been involved in planning these programs.

FINANCING

Revenue and appropriation authority for program administration in the four CMS programs were included in Public Health’s FY 2017-18 Adopted Budgets (BU 411 & 417). Of the total CMS budget of \$2,249,332, \$66,408 is contributed by the County as local match for the administration of the CCS program. Local match funding for administration of the CCS program is derived mainly from Social Services and Public Health Realignment funds with approximately \$10,012 from the County General Fund. Overall, the entire CCS program (Administration and the Medical Therapy Unit) receives \$139,159 from the County General Fund, the majority of which is for therapy and treatment services that lie outside the scope of the CMS contract. State funds, Medi-Cal reimbursement, and enhancement with federal financial participation make up the remainder of the funding for these programs. The HCPCFC program budget of \$237,583 and the PMM&O program budget of \$38,236 relies entirely on federal and state funding. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
		Childrens Medical

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2017-18

Agency Information Sheet**County/City:** Shasta County**Fiscal Year:** 2017-18**Official Agency**

Name:	Health & Human Services/Public Health	Address:	2650 Breslauer Way Redding, CA 96001
Health Officer	Andrew Deckert, MD, MPH		adeckert@co.shasta.ca.us

Public Health Director

Name:	Terri Fields Hosler, MPH, RD	Address:	2650 Breslauer Way Redding, CA 96001
Phone:	(530) 245-6869		
Fax:	(530) 225-3743	E-Mail:	tfieldshosler@co.shasta.ca.us

CCS Administrator

Name:	Brandy Isola	Address:	2650 Breslauer Way Redding, CA 96001
Phone:	(530) 245-6861		
Fax:	(530) 225-3743	E-Mail:	bisola@co.shasta.ca.us

CHDP Director

Name:	Andrew Deckert, MD, MPH	Address:	2650 Breslauer Way Redding, CA 96001
Phone:	(530) 225-5595		
Fax:	(530) 225-3743	E-Mail:	adeckert@co.shasta.ca.us

CHDP Deputy Director

Name:	Linda Reynolds, PHN	Address:	2650 Breslauer Way Redding, CA 96001
Phone:	(530) 225-5176		
Fax:	(530) 225-5017	E-Mail:	lreynolds@co.shasta.ca.us

Clerk of the Board of Supervisors or City Council

Name:	Lawrence G. Lees	Address:	1450 Court Street, Suite 308A Redding, CA 96001
Phone:	(530) 225-5561		
Fax:	(530) 229-8238	E-Mail:	llees@co.shasta.ca.us

Health & Human Services Agency Director

Name:	Donnell Ewert, MPH	Address:	2650 Breslauer Way Redding, CA 96001
Phone:	(530) 245-6269		
Fax:	(530) 225-3743	E-Mail:	dewert@co.shasta.ca.us

Chief Probation Officer

Name:	Tracie Neal	Address:	1525 Court Street, 1 st Floor Redding, CA 96001
Phone:	(530) 245-6217		
Fax:	(530) 245-6241	E-Mail:	tneal@co.shasta.ca.us

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2017-18

Agency Information Sheet

County/City: Shasta County

Fiscal Year: 2017-18

Children's Services Director

Name:	Dianna L. Wagner	Address:	1313 Yuba Street
Phone:	(530) 225-5965		Redding, CA 96001
Fax:	(530) 225-5190	E-Mail:	dwagner@co.shasta.ca.us

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2017-18

Certification Statement - California Children's Services (CCS)

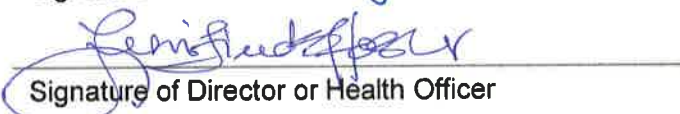
County/City: Shasta County

Fiscal Year: 2017-18

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.


Signature of CCS Administrator

11/31/2018
Date Signed


Signature of Director or Health Officer

2/2/18
Date Signed

Signature and Title of Other – Optional

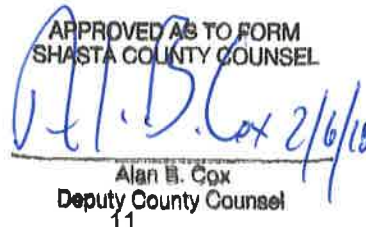
Date Signed

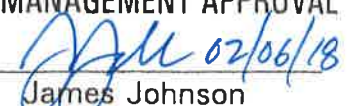
I certify that this plan has been approved by the local governing body.

_____, Chairperson

Date

Board of Supervisors
County of Shasta
State of California

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL
BY:  02/06/18
James Johnson
Risk Management Analyst
Issued 10/29/17

Section 2

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2017-18

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Shasta County

Fiscal Year: 2017-18

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.


Signature of CHDP Director

1-31-18
Date Signed


Signature of Director or Health Officer

2/2/18
Date Signed

Signature and Title of Other – Optional


Date Signed

I certify that this plan has been approved by the local governing body.

,Chairperson

Board of Supervisors
County of Shasta
State of California

Date

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL
BY:  02/06/18
James Johnson
Risk Management Analyst



Health and Human Services

Donnell Ewert, MPH, Director

Public Health

Terri Fields Hosler, MPH, RD, Branch Director

Andrew Deckert, MD, MPH, Health Officer

2650 Breslauer Way
Redding, CA 96001-4246

Phone: (530) 225-5591

Fax: (530) 225-3743

Toll Free: (800) 971-1999

CA Relay Service: (800) 735-2922

CALIFORNIA CHILDREN'S SERVICES CCS/CHDP/HCPFC/PMM&O

PROGRAM DESCRIPTION

The Shasta County Child Health and Disability Prevention (CHDP), California Children's Services (CCS), Health Care Program for Children in Foster Care (HCPFC), and Psychotropic Medication Monitoring and Oversight (PMM&O) programs are administered through the Public Health Branch of the Health and Human Services Agency, which is under the administration of the County of Shasta and the Shasta County Board of Supervisors.

The Public Health Branch is organized into five divisions that offer a wide variety of programs and services focusing on the health of the community. All the programs at Public Health focus on prevention of disease and promotion of healthy living and currently employ about 90 staff and has an operating budget of about \$17 million.

The CHDP Program is currently administered by the California Children's Services Program Manager, the CHDP Director (Health Officer), and the CHDP Deputy Director (the Supervising PHN). The CHDP staff also work in the Childhood Lead Poisoning Prevention Program (CLPPP), which is housed within the CHDP office.

The CHDP Program provides preventive medical services such as well child examinations and immunizations to children with family incomes at or below 266 percent of the federal poverty level.

Public Health oversees the delivery of CHDP services by over 70 private medical providers throughout the county. Public Health also provides outreach to increase the number of children who receive services, enroll new providers, and collaborates with the Regional Services Branch to inform Medi-Cal applicants of the availability of services.

CHDP staff provides trainings for newly hired eligibility workers. CHDP staff also work closely with CCS staff to increase the timeliness of diagnostic and treatment services needed by CCS eligible children. This is done in order to increase community awareness and utilization of both CHDP preventive and CCS treatment services, and decrease duplicate follow up activities by CHDP, CCS, and other community children's service providers.

"Healthy people in thriving and safe communities"

www.shastahhsa.net

The Health Care Program for Children in Foster Care (HCPCFC) is administered by a Clinical Division Chief in the Children's Services Branch which employs about 150 staff. Children's Services provides services to support children's safety, physical and mental well-being. This Branch investigates alleged abuse and neglect of children, licenses foster homes, provides child welfare services for families under the jurisdiction of the Juvenile Court and provides adoption services. This Branch also provides Specialty Mental Health Plan services for Medi-Cal beneficiaries up to 21 years of age.

(HCPCFC)/Social Services Nursing was initiated in Shasta County during FY 1999-00 after a joint effort of the State Departments of Social and Health Care Services sought to increase medical/health oversight of children in foster care. The Social Services Nursing Program consists of: Foster Care Intake and Assessment, Foster Care Case Management, and Options For Recovery. Public Health Nurses and support staff interact with local medical providers to ensure comprehensive health and dental care for each foster child.

HCPCFC staff oversee and update health passports providing public health nursing expertise in meeting the medical, dental, and health care needs of children in foster care, including those in out-of-county and out-of-state placements. Public Health nurses perform this work as part of a multidisciplinary, co-located team at Children's Services that provides a variety of supportive services for foster children. The Children's Services team includes Social Workers, Mental Health Clinicians, Public Health Nurses, Probation Officers, and the Shasta County Office of Education.

PMM&O was initiated in Shasta County during FY 2016-2017 and is to be used exclusively to hire or augment existing PHN staff to permit PHN monitoring and oversight of foster children and youth treated with psychotropic medications. PHNs under the general program will continue to address the needs of foster children youth and NMD.

The CCS program is administered as a partnership between county health departments and the California Department of Health Care Services (DHCS).

The CCS program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease, cancer, traumatic injuries, and infectious diseases producing major sequelae. CCS also provides medical therapy services that are delivered at public schools.

"Healthy people in thriving and safe communities"

www.shastahhsa.net

State of California – Health and Human Services Agency

Department of Health Care Services – Children's Medical Services

CHDP Administrative Budget Summary

No County / City Match

State and State / Federal

Fiscal Year 2017 ~ 2018County / City Name: Shasta County

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total County Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$ 240,993	\$ -	\$ 240,993	\$ 159,612	\$ 81,381
II. Total Operating Expenses	\$ 24,500	\$ -	\$ 24,500	\$ 1,250	\$ 23,250
III. Total Capital Expenses	\$ -	\$ -	\$ -		\$ -
IV. Total Indirect Expenses	\$ 65,912	\$ -	\$ 65,912		\$ 65,912
V. Total Other Expenses	\$ -	\$ -	\$ -		\$ -
Budget Grand Total	\$ 331,405	\$ -	\$ 331,405	\$ 160,862	\$ 170,543

\$ 331,405

Column	1	2	3	4	5
Source of Funds	Total Funds	Total County Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
County Funds	\$ -	\$ -			
Medi-Cal Funds:	\$ 331,405		\$ 331,405		
State Funds	\$ 125,487		\$ 125,487	\$ 40,216	\$ 85,271
Federal Funds (Title XIX)	\$ 205,918		\$ 205,918	\$ 120,647	\$ 85,271

Robin M Harris, Accountant Auditor II

(530) 225-5918

rmharris@co.shasta.ca.us

Prepared By (Signature)

Prepared By

Date Prepared

Phone Number

Email Address

CHDP Director or Deputy Director (Signature)

CHDP Deputy Director

Date Signed

Phone Number

Email Address

Revised April 2005

CHDP Administrative Budget Worksheet
No County / City Match
State and State / Federal
Fiscal Year 2017 ~ 2018

County / City Name: Shasta County

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	County % or FTE	Total County Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses											
PH Nutritionist - Ambrecht	20.14%	71,704	\$14,441			20.14%	\$14,441	80%	\$11,553	20%	\$2,888
PH Assistant - Boren	50%	33,402	\$16,701			50%	\$16,701	100%			\$16,701
PHN III - Reynolds	70.143%	85,888	\$60,244			70.143%	\$60,244	80%	\$48,196	20%	\$12,049
SPHN - Greenwood	10%	75,000	\$7,500			10%	\$7,500	80%	\$6,000	20%	\$1,500
PHN I	100%	48,380	\$48,380			100%	\$48,380	80%	\$38,704	20%	\$9,676
TYPIST CLERK II	50%	21,172	\$10,586			50%	\$10,586			100%	\$10,586
Total Salaries and Wages			\$157,852				\$157,852		\$104,452		\$53,400
Less Salary Savings	3.003%										
Net Salaries and Wages			\$157,852				\$157,852		\$104,452		\$53,400
Staff Benefits (Specify %)	52.67%		\$83,141				\$83,141	66%	\$55,160	34%	\$27,981
I. Total Personnel Expenses			\$240,993				\$240,993		\$159,612		\$81,381
II. Operating Expenses											
1. Travel			\$1,500				\$1,500		\$750	50%	\$750
2. Training			\$1,000				\$1,000		\$500	50%	\$500
3. Communications			\$1,200				\$1,200				\$1,200
4. Household			\$500				\$500				\$500
5. Insurance			\$900				\$900				\$900
6. Rents/Maintenance of Equipment			\$750				\$750				\$750
7. Rents/Maintenance of Structures			\$600				\$600				\$600
8. Office Supplies/Sm Tools & Equip.			\$7,500				\$7,500				\$7,500
9. Prof Services & Educ. Materials			\$550				\$550				\$550
10. IT Services			\$9,000				\$9,000				\$9,000
11. General Travel/Veh Maint.			\$200				\$200				\$200
12. Utilities			\$800				\$800				\$800
II. Total Operating Expenses			\$24,500		\$0		\$24,500		\$1,250		\$23,250
III. Capital Expenses											
1.											
III. Total Capital Expenses			0%		0%		0%		0%		0%
IV. Indirect Expenses											
1. Internal (Specify %)	24.5%		\$59,067				\$59,067				\$59,067
2. External (Specify %)	2.8%		\$6,844				\$6,844				\$6,844
IV. Total Indirect Expenses			\$65,912				\$65,912				\$65,912
V. Other Expenses											
1.											
V. Total Other Expenses			\$0		\$0		\$0		\$0		\$0
Budget Grand Total			\$331,405.02		\$0.00		\$331,405.02		\$160,862.05		\$170,542.98

Prepared By: Robin M Harris, Accountant Auditor II

(530) 225-5918

Email Address: rmharris@co.shasta.ca.us

Date Prepared: 8/7/2017

Phone Number

Email Address

Prepared By:

Date Prepared

Phone Number

Email Address

CHDP Deputy Director (Signature)

Date Signed

Phone Number

Email Address

Revised April 2005

CHDP Administrative No County Match Budget

**Shasta County
Budget Narrative
Fiscal Year 2017 - 2018**

I. PERSONNEL EXPENSES

Total Salaries	\$157,852	
Total Benefits	\$83,141	Benefit expenses are based on actuals.

Total Personnel Expenses **\$240,993**

PH Nutritionist II - 20.14%	Same	Ambrecht
PHN I - 100%	Add PHN to the program	Vacant
Typist Clerk II - 50%	Add Typist Clerk to the program	Vacant
PH Assistant - 50%	Same	Boren
PHN III - 70.143%	Increased from 65.143% to 70.143% in order to maximize our allocations.	Reynolds
Supv PHN - 10%	Decreased from 59.72 % to 10% in order to add two new positions.	Greenwood

II. OPERATING EXPENSES

Travel	\$1,500	Includes per diem, private vehicle mileage associated with specific travel, auto rental, air fare, lodging, etc. Mileage is reimbursed at the <u>IRS rate of .54 cents per mile</u> . Expenses allow staff to attend regional & state meetings, conferences and trainings, and other program related travel. Extra travel is anticipated to keep up with program "focus" changes. Costs increased by approx. 20%
Training	\$1,000	Includes registration fees for trainings, seminars, conferences, etc. Extra travel is anticipated to keep up with program "focus" changes. Costs decreased by approx. 20%
Communications	\$1,200	<u>Total</u> program costs increased by approximately 100%. Costs include phone charges (land line and cell phone)
Household	\$500	<u>Total</u> program costs increased by approximately 69.49%. Costs include toilet paper, paper towels, hand soap, light bulbs, & miscellaneous supplies and custodial fees
Insurance	\$900	<u>Total</u> program costs increased by approximately 66.98%. Costs include liability insurance exposure.
Rent/Maintenance of Equipment	\$750	<u>Total</u> program costs increased by approximately 100%. Costs include rent and maintenance performed for photo copy machines.

CHDP Administrative No County Match Budget**Shasta County
Budget Narrative
Fiscal Year 2017 - 2018**

Rent/Maintenance of Structures	\$600	<u>Total</u> program costs increased by approximately 19.52%. Costs include maintenance performed by Facilities Management.
Office Expense/Small Tools & Equipment/Postage	\$7,500	<u>Total</u> program costs decreased by approximately 17.42%. Costs include printing, mailing, postage, office supplies, new desks, and small equipment items (i.e. shredders, calculators, etc.)
Professional Services/Special Department Expense	\$550	<u>Total</u> program costs increased by approximately 10%. Costs include Vision & Hearing Exams, advertising & marketing costs for recruitment, and costs for Educational Materials.
Information Technology Services	\$9,000	<u>Total</u> program costs decreased by approximately 14%. Costs include I.T. Services and maintenance of computers.
Misc. Mileage - General staff travel & County vehicle maintenance	\$200	<u>Total</u> program costs stayed the same as FY 16/17 Costs include general mileage for work related travel and usage of county fleet vehicles.
Utilities	\$800	<u>Total</u> program costs increased by approximately 125.99%. Utility costs are allocated based on percentage of space occupied by staff in program.
Total Operating Expenses	\$24,500	

III. CAPITAL EXPENSES

Total Capital Expenses	\$0	None
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IV. INDIRECT EXPENSES

A. Internal @ 24.5%	\$59,067	Total Internal costs decreased by 30.48%. According to Cost Plan on file. COWCAP (County Wide Cost Allocation Plan) This rate is applied to Total Personnel Costs. The percentage will fluctuate pending the amount of Sales Tax & VLF allocated to the program during new year budget preparation. Total External costs decreased by 30.15%. According to Cost Plan on file. COWCAP (County Wide Cost Allocation Plan) This rate is applied to Total Personnel Costs.
B. External 2.8%	\$6,844	
Total Indirect Expenses	\$65,911	

V. OTHER EXPENSES

Total Other Expenses	\$0	None
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BUDGET GRAND TOTAL	\$331,404
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State of California – Health and Human Services Agency

Department of Health Care Services – Children's Medical Services Branch

HPCFC Administrative Budget Summary

Fiscal Year 2017-18

County/City Name: Shasta County**FINAL**

Category/Line Item	Column 1 Total Budget (2 + 3)	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	224,875	198,067	26,808
II. Total Operating Expenses	0	0	0
III. Total Capital Expenses			
IV. Total Indirect Expenses	12,709		12,709
V. Total Other Expenses			
Budget Grand Total	237,583	198,067	39,517

Source of Funds	Column 1 Total Funds	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
State Funds	69,275	49,517	19,758
Federal Funds (Title XIX)	168,308	148,550	19,758
Budget Grand Total	237,583		

Barbara Gridley

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Prepared By

Date

Phone Number

Email Address



CHDP Director or Deputy Director

(Signature)

Linda Reynolds

2/28/18

(530) 225-5176

lreynolds@co.shasta.ca.us

Phone Number

Email Address

Revised April 2005
HPCFC Detail Summary 171 FINAL.xlsx

Foster Care Summary 17:18

11/15/2017 8:52 AM

BOARD OF SUPERVISORS REGULAR MEETING - March 13, 2018

State of California – Health and Human Services Agency

Department of Health Care Services – Children's Medical Services Branch

HPCFC Administrative Budget Worksheet
Fiscal Year 2017-18
County/City Name: Shasta County

168,308.46

FINAL

\$0.00

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. Supv PHN - Shifflet	19.063%	\$89,901	\$17,137	66%	\$11,311	34%	\$5,827
2. PHN II - Dittman	38.125%	\$72,913	\$27,798	90%	\$25,018	10%	\$2,780
3. PHN II - Jacobs	38.125%	\$73,449	\$28,002	90%	\$25,202	10%	\$2,800
4. PHN II - Miller	38.125%	\$81,797	\$31,185	90%	\$28,067	10%	\$3,119
5. PHN II - Vacant (Quintana)	38.125%	\$70,655	\$26,937	90%	\$24,243	10%	\$2,694
6. PHN I - Vacant (Dailey-Anderson)	38.125%	\$70,655	\$26,937	94%	\$25,321	6%	\$1,616
7.							
8.							
9.							
10.							
Total Salaries and Wages	2.0969%		\$157,997		\$139,162		\$18,835
Less Salary Savings							
Net Salaries and Wages			\$157,997		\$139,162		\$18,835
Staff Benefits (Specify) 42.3281%			\$66,877		\$58,905		\$7,973
I. Total Personnel Expenses			\$224,875		\$198,067		\$26,808
II. Operating Expenses							
1. Travel			\$0				
2. Training			\$0				
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
III. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %) 5.651465%			\$12,709				\$12,709
2. External							
IV. Total Indirect Expenses			\$12,709				\$12,709
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$237,583		\$198,067		\$39,517

Barbara Gridley
Prepared By

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Reynolds

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HPCFC BUDGET

Shasta County

Budget Narrative

Fiscal Year 2017 - 2018

FINAL**I. PERSONNEL EXPENSES**

Total Salaries \$157,997

Total Benefits \$66,877

Benefit expenses are based on actuals. The change in the benefit rate percentage is less than 5%.

Total Personnel Expenses \$224,875

Supv PHN - 19.063%	Decreased from 20% to 19.063% due to smaller state allocation.	Shifflet
PHN II - 38.125%	Decreased from 40% to 38.125% due to smaller state allocation. Position currently vacant	Vacant
PHN II - 38.125%	Decreased from 40% to 38.125% due to smaller state allocation.	Jacobs
PHN II - 38.125%	Decreased from 40% to 38.125% due to smaller state allocation. Position currently vacant	Vacant
PHN II - 38.125%	Decreased from 40% to 38.125% due to smaller state allocation.	Miller
PHN II - 38.125%	Decreased from 40% to 38.125% due to smaller state allocation.	Dittman

II. OPERATING EXPENSES

Travel \$0

Total program costs remain at zero. The costs are billed through Social Services.

Training \$0

Total program costs remain at zero. The costs are billed through Social Services.**Total Operating Expenses** \$0**III. CAPITAL EXPENSES****Total Capital Expenses** \$0

None

IV. INDIRECT EXPENSES

A. Internal @ 5.651452 \$12,709

Internal Indirect is calculated according to the Cost Plan on file. COWCAP (County Wide Cost Allocation Plan) This rate is applied to Total Personnel Costs.

Total Indirect Expenses \$12,709**V. OTHER EXPENSES****Total Other Expenses** \$0

None

BUDGET GRAND TOTAL \$237,583

State of California – Health and Human Services Agency

Department of Health Care Services – Children's Medical Services Branch

HCPCFC (PMM&O) Administrative Budget Summary

Fiscal Year 2017-18

County/City Name: Shasta County**FINAL**

Category/Line Item	Column 1 Total Budget (2 + 3)	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	36,853	32,460	4,393
II. Total Operating Expenses	0	0	0
III. Total Capital Expenses			
IV. Total Indirect Expenses	1,377		1,377
V. Total Other Expenses			
Budget Grand Total	38,230	32,460	5,770

Source of Funds	Column 1 Total Funds	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
State Funds	11,000	8,115	2,885
Federal Funds (Title XIX)	27,230	24,345	2,885
Budget Grand Total	38,230		

Barbara Gridley
 Prepared By *Linda Reynolds* Date 2/28/18
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Revised April 2005
FINAL PMMODetail Summary 171.xlsx

PMMO Summary 1718

11/15/2017 8:56 AM

HCPFCF PMM&O Administrative Budget Worksheet

27,229.94

Fiscal Year 2017-18

County/City Name: Shasta County

FINAL

\$0.00

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. Supv PHN - Shifflet	3.125%	\$89,901	\$2,809	66%	\$1,854	34%	\$955
2. PHN II - Dittman	6.250%	\$72,913	\$4,557	90%	\$4,101	10%	\$456
3. PHN II - Jacobs	6.250%	\$73,449	\$4,591	90%	\$4,132	10%	\$459
4. PHN II - Miller	6.250%	\$81,797	\$5,112	90%	\$4,601	10%	\$511
5. PHN II - Vacant (Quintana)	6.250%	\$70,655	\$4,416	90%	\$3,974	10%	\$442
6. PHN I - Vacant (Dailey-Anderson)	6.250%	\$70,655	\$4,416	94%	\$4,151	6%	\$265
7.							
8.							
9.							
10.							
Total Salaries and Wages	0.3438%		\$25,901		\$22,813		\$3,088
Less Salary Savings							
Net Salaries and Wages			\$25,901		\$22,813		\$3,088
Staff Benefits (Specify)	42.2838%		\$10,952		\$9,646		\$1,306
I. Total Personnel Expenses			\$36,853		\$32,460		\$4,393
II. Operating Expenses							
1. Travel			\$0				
2. Training			\$0				
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
III. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %)	3.735635%		\$1,377				\$1,377
2. External							
IV. Total Indirect Expenses			\$1,377				\$1,377
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			38,230		32,460		5,770

Barbara Gridley

Prepared By

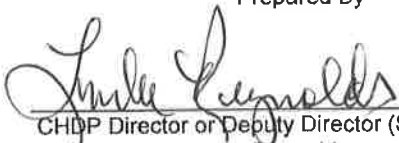
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PMM&O BUDGET
Shasta County
Budget Narrative
Fiscal Year 2017 - 2018

FINAL**I. PERSONNEL EXPENSES**

Total Salaries	\$25,901
Total Benefits	\$10,964

Benefit expenses are based on actuals. The change in the benefit rate percentage is less than 5%.

Total Personnel Expenses \$36,865

Supv PHN - 3.125%	Percentage based on 17/18 state allocation	Shifflet
PHN II - 6.250%	Percentage based on 17/18 state allocation. Position is currently vacant	Vacant
PHN II - 6.250%	Percentage based on 17/18 state allocation	Jacobs
PHN II - 6.250%	Percentage based on 17/18 state allocation. Position is currently vacant	Vacant
PHN II - 6.250%	Percentage based on 17/18 state allocation	Miller
PHN II - 6.250%	Percentage based on 17/18 state allocation	Dittman

II. OPERATING EXPENSES

Travel	\$0
Training	\$0

Total program costs remain at zero. The costs are billed through Social Services.

Total program costs remain at zero. The costs are billed through Social Services.

Total Operating Expenses \$0

III. CAPITAL EXPENSES

Total Capital Expenses \$0

None

IV. INDIRECT EXPENSES

A. Internal @ 3.719627%	\$1,371
-------------------------	---------

Internal Indirect is calculated according to the Cost Plan on file. COWCAP (County Wide Cost Allocation Plan) This rate is applied to Total Personnel Costs.

Total Indirect Expenses \$1,371

V. OTHER EXPENSES

Total Other Expenses \$0

None

BUDGET GRAND TOTAL \$38,236

CCS Administrative Budget Summary

Fiscal Year: 2017-18

County: SHASTA

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	59	6.49%
OTLICP - Total Cases of Open (Active) OTLICP Children	121	13.31%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	729	80.20%
TOTAL CCS CASELOAD	909	100%

Column	1	2	3	4	5	6
Category/Line Item	Col 1 = Col 2+3+4	Straight CCS State/County (50/50)	OTLICP Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (50/50/88)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	884,772	57,428	117,778	709,565	208,145	503,420
II. Total Operating Expense	219,044	14,218	29,158	175,670	0	175,670
III. Total Capital Expense	0	0	0	0	0	0
IV. Total Indirect Expense	453,292	29,422	50,339	363,532		363,532
V. Total Other Expense	85,000	5,517	11,315	68,168		68,168
Budget Grand Total	1,642,108	106,585	218,590	1,316,935	208,145	1,110,790

Column	1	2	3	4	5	6
Source of Funds	Col 1 = Col 2+3+4	Straight CCS State/County (50/50)	OTLICP Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (50/50/88)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
Straight CCS						
State	53,292	53,292				
County	53,293	53,293				
OTLICP						
State	13,115		13,115			
County	13,115		13,115			
Federal (Title XXI)	192,360		192,360			
Medi-Cal						
State	606,931			606,931	51,536	555,395
Federal (Title XIX)	710,004			710,004	154,609	555,395

Prepared By (Signature)

Prepared By (Printed Name)

Date

Email Address

CCS Administrator (Signature)

CCS Administrator (Printed Name)

Date

Email Address

Brandy Isola

2/27/2018

disola@ccs.hhs.ca.gov

CCS Administrative Budget Worksheet

Fiscal Year: 2017-18

County: SHASTA

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	59	6.49%
OTLICP - Total Cases of Open (Active) OTLICP Children	121	13.31%
MEDICAL - Total Cases of Open (Active) Medi-Cal (OTLICP) Children	726	80.20%
TOTAL CCS CASELOAD	909	100%

Column	Straight CCS			Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)				
	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (60/40/0.6%)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (60/40/0.6%)	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Personnel Expense										
Program Administration										
1. Eileen Rodgers, Program Manager	6.49%	5,493	13.31%	11,254	80.20%	57,868			100.00%	57,868
2. Christina Tranter/Kyle, Therapist Supervisor	6.49%	1,559	13.31%	2,601	80.20%	15,860			100.00%	15,860
3. VACANT, Parent Liaison	6.49%	810	13.31%	1,822	80.20%	10,702			100.00%	10,702
Subtotal		7,862		15,676		94,516				94,516
Medical Case Management										
1. Cory Greenwood, Supv, Public Health Nurse	6.49%	5,475	13.31%	*1,567	80.20%	72,059	30.00%	35,050	50.00%	36,049
2. Karen McCarthy, Public Health Nurse	6.49%	4,812	13.31%	9,440	80.20%	59,334	75.00%	44,531	25.00%	14,833
3. Teena Robertson, Public Health Nurse	6.49%	5,309	13.31%	10,638	80.20%	65,500	75.00%	49,209	25.00%	16,400
Subtotal		15,596		32,762		197,002		129,751		57,252
Other Health Care Professionals										
Subtotal		0		0		0		0		0
Auxiliary Support										
1. Christina Wolfe, Social Worker	6.49%	2,839	13.31%	5,036	80.20%	36,314			100.00%	36,314
2. Nelli Sanchez, Social Worker	6.49%	3,377	13.31%	5,935	80.20%	41,720			100.00%	41,720
3. Jennifer Vaughn, Asset Social Worker	6.49%	2,716	13.31%	5,570	80.20%	33,557			100.00%	33,557
Subtotal		9,022		16,523		111,591				111,591
Clerical and Claims Support										
1. Medical Services Clerk, VACANT	6.49%	978	13.31%	2,006	80.20%	12,054	0.00%		100.00%	12,054
2. Maria MacPherson, Typist Clerk II	6.49%	1,859	13.31%	3,913	80.20%	22,975	10.00%	2,466	90.00%	23,677
3. Stephanie Silbo, Typist Clerk II	6.49%	1,879	13.31%	4,055	80.20%	24,439	10.00%	2,444	90.00%	21,995
4. Anne Marks, Typist Clerk III	6.49%	24	13.31%	49	80.20%	285	0.00%		100.00%	285
Subtotal		4,829		9,924		59,734		4,742		55,052
Total Salaries and Wages										
Subtotal		37,467	13.31%	78,542	80.20%	492,954	29.05%	134,470	70.35%	329,441
Staff Benefits (Specify %)										
Subtotal		10,561	13.31%	40,506	80.20%	240,531		71,652		171,879
I. Total Personnel Expense		57,428	13.31%	117,772	80.20%	706,066		206,145		509,420
II. Operating Expense										
1. Communications	6.49%	259	13.31%	592	80.20%	3,567			100.00%	3,567
2. Household	6.49%	328	13.31%	673	80.20%	4,054			100.00%	4,054
3. Insurance	6.49%	601	13.31%	1,269	80.20%	7,792			100.00%	7,792
4. Maintenance of Equipment	6.49%	131	13.31%	269	80.20%	1,616			100.00%	1,616

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Straight CCS			Optional Targeted Low Income Children's Program (OTLICP)			Medi-Cal (Non-OTLICP)							
Column	1	2	3	4A	4	5A	5	6A	5	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6 + 7)	Cashload %	Straight CCS County/State (\$0/50)	Cashload %	Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (\$5,000/0/0)	Cashload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (\$576)	Non- Enhanced % FTE	Non-Enhanced State/Federal (\$0/50)
5. Maintenance of Structures			53,216	5.48%	3,454	13.31%	7,054	80.20%	42,572			100.00%	42,572
6. Office Supplies/Small Tools & Equipment			12,000	5.48%	779	13.31%	1,557	80.20%	9,524			100.00%	9,524
7. Postage/Mail Services			11,792	5.49%	785	13.31%	1,570	80.20%	9,457			100.00%	9,457
8. Professional Services			56,899	5.49%	3,697	13.31%	7,551	80.20%	45,551			100.00%	45,551
9. Information Services			35,155	5.49%	2,347	13.31%	4,813	80.20%	28,997			100.00%	28,997
10. Public/Legal Notices			400	5.49%	26	13.31%	53	80.20%	321			100.00%	321
11. Rents & Leases of Equipment			3,500	5.49%	227	13.31%	466	80.20%	2,907			100.00%	2,907
12. Rents & Leases Structures			5,000	5.49%	325	13.31%	666	80.20%	4,010			100.00%	4,010
13. Transportation/Travel/County Vehicle Maint. Serv.			300	5.49%	22	13.31%	475	80.20%	2,564	0.00%	0	100.00%	2,564
14. Training			2,375	5.49%	19	13.31%	40	80.20%	240	0.00%	0	100.00%	240
15. Utilities			12,000	5.49%	967	13.31%	343	80.20%	2,055			100.00%	2,055
16. IT Equipment/Software					811	13.31%	1,564	80.20%	10,925			100.00%	10,925
II. Total Operating Expense													
			219,044		14,216		29,150		175,570		0		175,570
III. Capital Expense													
1.			0	5.48%	0	13.31%	0	80.20%	0				0
2.			0	5.48%	0	13.31%	0	80.20%	0				0
3.			0	5.49%	0	13.31%	0	80.20%	0				0
III. Total Capital Expense													
			0		0		0		0				0
IV. Indirect Expense													
1. Internal (Depl. overhead costs)	44.05%		417,583	5.48%	27,104	13.31%	55,596	80.20%	334,954			100.00%	334,954
2. External (Depl.)	1.70%		35,709	5.48%	2,318	13.31%	4,753	80.20%	29,638			100.00%	29,638
IV. Total Indirect Expense													
			453,292		29,422		60,350		364,592				364,592
V. Other Expense													
1. Maintenance & Transportation			95,300	5.48%	5,517	13.31%	11,315	80.20%	85,168			100.00%	85,168
2.			0	5.49%	0	13.31%	0	80.20%	0			100.00%	0
3.			0	5.49%	0	13.31%	0	80.20%	0			100.00%	0
4.			0	5.49%	0	13.31%	0	80.20%	0			100.00%	0
5.			0	5.49%	0	13.31%	0	80.20%	0			100.00%	0
V. Total Other Expense													
			95,300		5,517		11,315		85,168				85,168
Budget Grand Total													
			1,642,105		103,553		219,500		1,316,545		205,145		1,110,150

Prepared By: (Signature)

Prepared By: (Printed Name)

Date Prepared

E-Mail address

Telephone Number with Area Code

Brandy Isola
CCS Administrator (Signature)Brandy Isola
CCS Administrator (Printed Name)

Date Signed

E-Mail address

Telephone Number with Area Code

2/27/2018
disola@co.sherokeas 530-245-6861

**Shasta County Public Health
CCS PROGRAM
Administrative Budget Justification
FY 2017/2018**

I. PERSONNEL COSTS:

	<u>FTE%</u>	<u>Cost</u>
A) Program Administration		
1. Program Manager/Administrator	90%	84,623.
2. Therapist Supv.	20%	19,537.
3. Parent Liaison	50%	13,694.
B) Medical Case Management		
1. Supervising PHN	100%	89,901.
2. PHN	100%	73,985.
3. PHN	100%	81,797.
C) Other Health Care Professionals		
D) Ancillary Support		
1. Social Worker	100%	45,282.
2. Social Worker	100%	52,023.
3. Assistant Social Worker	100%	41,843.
E) Clerical and Claims Support		
1. Medical Services Clerk	50%	15,068.
2. Typist Clerk II	100%	28,648.
3. Typist Clerk II	100%	30,473.
4. Typist Clerk III	1%	370.

TOTAL WAGES:	\$ 577,244.
STAFF BENEFITS:	307,528.

PERSONNEL COSTS:	\$ 884,772.
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II.	OPERATING EXPENSES	
	A) Communications – Telephone – Local and Long Distance	\$4,448.
	B) Household Expenses – Miscellaneous Cleaning Supplies	5,054.
	C) Insurance – Liability - Exposure, Experience/ Miscellaneous Insurance	9,716.
	D) Maintenance of Equipment – Copier, Fax, etc.	2,017.
	E) Maintenance of Structures – General Maintenance	53,216.
	F) Office Supplies	12,000.
	G) Postage – Standard Correspondence	11,792.
	H) Professional Services – Medical Record Copies, Pre- employment Services, & Interpreter Services	56,800.
	I) Information Services – maintenance of computers, printers Software, etc.	36,155.
	K) Pub/Legal Notices	400.
	L) Rents & Leases of Equipment - Copier	3,500.
	M) Rents & Leases Structures	5,000.
	N) Transportation/Travel/County Vehicle Maint. Serv. Includes transportation, lodging, meals for training for ongoing duties of Program Staff	3,571.
	O) Training	300.
	O) Utilities – Allocation – electric/water on Breslauer Campus	2,575.
	P) IT Equipment/Software	12,500.
	TOTAL OPERATING EXPENSE	219,044.

Indirect Expense – Internal Department overhead costs, which includes .25 FTE Fiscal Support staff	417,583.
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External (A-87)	35,709.
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TOTAL INDIRECT EXPENSE	453,292.
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OTHER EXPENSE:

1. Maintenance and Transportation – Paid to families for mileage, food and lodging to improve access to health care.	85,000.
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TOTAL OTHER EXPENSE	85,000.
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BUDGET GRAND TOTAL:	\$1,642,108.
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Annual Agreement Funding Application for the Maternal, Child, and Adolescent Health Program in HHSA Public Health Branch.

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

STAFF REPORT APPROVED BY: Terri Fields Hosler, MPH, RD-Public Health Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the: (1) Chairman to sign a retroactive California Department of Public Health Maternal, Child, and Adolescent Health Agreement Funding Application in an amount not to exceed \$411,342 that will allow Health and Human Services Agency (HHSA) - Public Health to continue services to protect and improve the health of mothers, adolescents, children, and their families as directed by state and federal law for the period July 1, 2017 through June 30, 2018; and (2) HHSA Director, or any HHSA Branch Director or Deputy Branch Director, as designated by the HHSA Director, to sign prospective and retroactive amendments during the term of the agreement that result in a net change in maximum compensation of no more than \$41,000, and other documents related to the agreement that do not result in a substantial or functional change to the original intent of the agreement, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

Shasta County has received Maternal, Child, and Adolescent Health (MCAH) funding since 1982 to assist in providing the mandated public health service of improving maternal and child health through collaborative efforts, community education, outreach, and referral. Approval of the MCAH Agreement Funding Application (AFA) will allow HHSA - Public Health to continue receiving MCAH funds through June 2018, including federal matching funds for fiscal year 2017-18.

DISCUSSION

A five-year community needs assessment specific to MCAH performed by the HHSA-Public Health Branch in Fiscal Year (FY) 2013-14 with community stakeholder input, identified specific priority needs in the areas of access to health care including dental health care, partner and family violence, adolescent and perinatal mental health, substance use, overweight and obesity, child abuse, oral health, and poverty and educational attainment. The funding from this agreement will support FY

2017-18 activities to address those priorities by: promoting screening for intimate partner violence; screening for substance abuse and maternal depression during and after pregnancy; increasing awareness of Adverse Childhood Experiences (ACEs), their impact on health, and tools to address them; increasing awareness of health data and social conditions that contribute to obesity and poor birth outcomes; increasing awareness of risk reduction measures for Sudden Infant Death Syndrome (SIDS) through education, outreach and support for families experiencing SIDS; and, improving access to appropriate health, psychosocial and preventive care services overall.

Additionally, this funding helps support the Comprehensive Perinatal Services Program which is an enhanced Medi-Cal program that provides comprehensive obstetric care, including health and nutrition education, and psychosocial services for low-income women from conception through 60 days postpartum to improve birth outcomes.

An important benefit of the MCAH program funding is the ability to leverage HHSA - Public Health realignment and local and state funds to claim additional federal financial resources, enhancing services for Shasta County families.

ALTERNATIVES

Alternatives include not approving the AFA or modifying the proposed activities for FY 2017-18.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. This recommendation has been reviewed by the County Administrative Office.

HHSA - Public Health collaborated with other local MCAH stakeholders to develop a five-year plan which included the prioritized activities which were reviewed with the Public Health Advisory Board in July 2014. The Strengthening Families Collaborative has developed a multi-sector collaborative effort to support the prevention of ACEs as well as improving protective factors for families. Mercy Maternity Center, Shasta County Child Abuse Prevention Coordinating Council, First 5 Shasta, Shasta County Office of Education, and other local stakeholders collaborate with HHSA-Public Health staff through the Healthy Babies Program to address perinatal substance abuse and maternal depression.

FINANCING

This agreement is funded through Federal Title V and Title XIX funds. The County match is funded with other local and state funds as available. The HHSA FY 2017-18 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. No additional County General Funds are requested with approval of these recommendations.

ATTACHMENTS:

Description	Upload Date	Description
MCAH Agreement	2/27/2018	MCAH Agreement

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2017-2018**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

#201745	<u>MCAH</u>	<u>BIH</u>	<u>FIMR/SIDS</u>	#	<u>AFLP</u>	#	<u>CHVP</u>
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Update Effective Date: _____ (only required when submitting updates)

Federal Employer ID#: 946000535

Complete Official
Agency Name: Shasta County Health and Human Services Agency

Business Office
Address: 2650 Breslauer Way, Redding, CA 96001

Agency Phone: (530) 225-5591

Agency Fax: (530) 225-3743

Agency Website: shastahhsa.net

AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION

Please enter the **agreement or contract** number for each of the applicable programs

#201745 <u>MCAH</u>	#201745 <u>BIH</u>	#201745 <u>FIMR/SIDS</u>	# <u>AFLP</u>	# <u>CHVP</u>
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The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to
commit the Agency to an MCAH Agreement

Title

Name (Print)

Date



Original signature of MCAH/AFLP Director

Health Officer/MCAH Director

Title


Andrew Deckert, MD, MPH

Name (Print)

2-21-18

Date

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL


Alan B. Coy
Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:

 02/23/18
James Johnson
Risk Management Analyst

CONTACT		FIRST NAME	LAST NAME	TITLE	# STREET	CITY	ZIP	STATE	PHONE	EXT	FAX	EMAIL ADDRESS	PROGRAM
1	AGENCY EXECUTIVE DIRECTOR	Donnell	Ewert	Health and	2650 Breslauer Way	Redding	96001	CA	(530) 229-8400		(530) 225-3743	dewert@co.shasta.ca.us	MCAH
2	MCAH DIRECTOR	Andrew	Deckert	Health Officer/M	2650 Breslauer Way	Redding	96001	CA	(530) 225-5595		(530) 225-3743	adeckert@co.shasta.ca.us	MCAH
3	MCAH COORDINATOR (Only complete if different from #2)	Nicole	Bonkrude	MCAH Coordinator	2650 Breslauer Way	Redding	96001	CA	(530) 225-5177		(530) 225-5852	nbonkrude@co.shasta.ca.us	MCAH
4	MCAH FISCAL CONTACT	Robin	Harris	Account Auditor I	1810 Market St.	Redding	96001	CA	(530) 225-5918		(530) 225-5555	rharris@co.shasta.ca.us	MCAH
5	FISCAL OFFICER	Wade	Lee	Fiscal Officer	1810 Market St.	Redding	96001	CA	(530) 229-8231		(530) 225-5555	wlee@co.shasta.ca.us	MCAH
6	CLERK OF THE BOARD or												MCAH
7	CHAIR BOARD OF SUPERVISORS	Les	Baugh	Chairperson, Shasta County Board of Supervisors	1405 Court St., Suite 308B	Redding	96001	CA	For Notifications: (530) 225-3762			For Notifications: mmartinez@co.shasta.ca.us	MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Les	Baugh	Chairperson, Shasta County Board of Supervisors	1405 Court St., Suite 308B	Redding	96001	CA	For Notifications: (530) 225-3762			For Notifications: mmartinez@co.shasta.ca.us	MCAH

Exhibit K**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007****Agency Name:** Shasta County Health and Human Services Agency**Agreement/Grant Number:** 201745**Compliance Attestation for Fiscal Year:** 2017-18

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

SignedShasta County HHSA

Agency Name



Signature of MCAH Director

Signature of AFLP Director (CBOs only)

201745

Agreement/Grant Number

2-21-18

Date

Andrew Deckert, MD, MPH, MCAH Director

Printed Name of MCAH Director

Printed Name of AFLP Director (CBOs only)

Exhibit K

**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007**

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

Exhibit K

**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007**

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
 - (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
 - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Shasta County Maternal Child and Adolescent Health Community Profile 2017-2018
FOR FISCAL YEAR 2017-18, PLEASE USE THE LATEST DATA AVAILABLE FROM FHOP TO COMPLETE THE
TABLE BELOW AND UPDATE THE NARRATIVE AS NEEDED. THERE IS A TWO PAGE LIMIT.

Section 1 – Demographics

	Local	State
Our Community		
Total Population ¹	178,591	38,202,206
Total Population, African American	1,503	2,215,348
Total Population, American Indian/ Alaskan Natives	4,363	170,198
Total Population, Asian/Pacific Islander	4,920	5,135,515
Total Population, Hispanic	15,632	14,692,509
Total Population, White	145,811	14,994,349
Total Live Births	2,140	494,392
Our Mothers and Babies		
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy ²	70.0%	83.7%
% of births covered by Medi-Cal ²	58.0%	46.2%
% of women ages 18-64 without health insurance ³	18.8%	22.1%
% of women giving birth to a second child within 24 months of a previous pregnancy ²	31.6%	37.9%
Our Mothers and Babies (continued)		
% live births less than 37 weeks gestation ²	9.8%	8.5%
Gestational diabetes per 1,000 females age 15-44	7.7%	8.7
% of female population 18-64 living in poverty (0-200% FPL) ³	39%	35.5%
Substance use diagnosis per 1,000 hospitalizations of pregnant women	15.4%	17.3
Unemployment Rate ⁴	14.8	10.3
Our Children and Teens		
Teen Birth Rate per 1,000 births (ages 15- 19) ²	32.2	25.9
Motor vehicle injury hospitalizations per 100,000 children age 0-14	22.6	16.3
% of children, ages 0-18 years living in poverty (0-200% FPL) ³	50.3	47%
Mental health hospitalizations per 100,000 age 15-24	1,734.0	1,420.1
Children in Foster Care per 1,000 children ⁵	14.9	6.5
Substance abuse hospitalization per 100,000 aged 15-24	1,054.6	742.9

Data sources: ¹CA Dept. of Finance population estimates 2013, ²CA Birth Statistical Master Files 2011-2013, ³US Census Bureau - Small Area Health Insurance Estimates 2011-2013, ⁴CA Employment Development Dept. 2011-2013, ⁵Data from CA Child Welfare Indicators Project, UC Berkeley 2011-2013

Section 2 – About Our Community – Health Starts Where We Live, Learn, Work, and Play

Describe the following using brief narratives or bullets: 1) *Geography*, 2) *Major industries and employers (public/private)*, 3) *Walkability, recreational areas*

- 1) Shasta County is located in far northern California, about 160 miles north of Sacramento, 150 miles east of the Pacific coast, and 100 miles south of the Oregon border. The county encompasses about 3,775 square miles of widely varied terrain and rural, semi-rural, and urban populations. The southwestern portion of the county is primarily flat farmland and gently rolling grazing land; the northern portion is mountainous. The eastern region is sparsely populated, geographically isolated, and mountainous with severe winter conditions. There are three incorporated cities all along the Interstate 5 corridor. There are 20 unincorporated census-designated places, many of which are rural and lack services.
- 2) The major industries in Shasta County are Educational & Health Services; Government; and Trade, Transportation & Utilities; followed by Leisure & Hospitality; and Professional & Business Services; and then Mining, Logging, and Construction; Financial Activities; and Manufacturing (<http://www.labormarketinfo.edd.ca.gov/file/lfmonth/reddspds.pdf>). The major employers include Mercy Medical Center, Blue Shield of California, Lassen Canyon Nursery, Oakdale Heights Management Corporation, Shasta College, Shasta Regional Medical Center, and Walmart Supercenter (<http://www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000089>).
- 3) More consideration has been given in recent years to the needs of pedestrians and bicyclists, especially in Shasta County's cities, but destinations are often still too distant for an optimal walkability score because of a lack of mixed-use neighborhoods outside of downtown Redding. Major recreation destinations in Shasta County are found in the undeveloped open space and natural areas of State Parks, National Parks, National Recreation Areas, and National Wilderness Areas.

Section 3 – Health System – Health and Human Services for the MCAH Population

Describe the following using brief narratives or bullets: Strategies/initiatives that address the following: Maternal/Women's Health, Perinatal/Infant Health, Child Health, Adolescent Health, Children with Special Health Care Needs and cross cutting or life course issues (public health issues that impact multiple MCAH population groups).

Within the MCAH program in Shasta County, we have several programs that address maternal, child, and adolescent health, and we also participate in many initiatives with our internal and external partners to address public health issues that impact MCAH populations. Our programs include:

- The Healthy Babies Program, a care coordination program serving women who are pregnant or have young children and are suffering from a perinatal mood or anxiety disorder.
- Women's Connect to Wellness and Recovery program to provide care coordination serving women of reproductive age who are suffering from a substance use disorder.
- SIDS risk reduction training for professionals and community members involved in the lives of children under age one.
- Coordination of the Strengthening Families Collaborative, a community collaborative focused on reducing Adverse Childhood Experiences (ACEs) by increasing protective factors in families.
- Support and coordination for a pilot ACE screening project with several local medical providers.
- Substance use prevention support and curriculum being conducted in select elementary grade classrooms.

Initiatives MCAH staff are involved in include the Perinatal Wellness Committee, the Tobacco Education Coalition, the Help Me Grow Planning Group, Stand Against Stigma, Suicide Prevention Workgroup, Community Baby Showers, the Child Death Review Team, the Shasta County Breastfeeding Coalition, School Nurse meetings, NICU Rounds, Grand Rounds, and the Perinatal Morbidity and Mortality Committee. We also meet regularly with key staff from our local Nurse Family Partnership and WIC program, supervisors and staff of other nursing programs within the Agency. We have been meeting to coordinate with our managed medical provider Partnership HealthPlan regarding improving prenatal and postnatal visits with our medical providers.

Section 4 – Health Status and Disparities for the MCAH Population

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

Because the majority (82.0% in 2009-13) of Shasta County's population is non-Hispanic white, with the next largest group (Hispanics) comprising just 8.7% of the population, we are frequently unable to identify disparities based on race/ethnicity. Disparities have been observed based on income and educational attainment, with unemployment being consistently higher in Shasta County than statewide and educational attainment being lower. In 2009-13, 17.5% of individuals and 20.6% of children under 18 years were below the poverty level (<100% FPL). Among Shasta County residents age 25 and older, only 11.6% had less than a high school education but only 18.8% had a Bachelor's degree or higher. (The remaining 69.6% had no college, some college, or an Associate's degree.) These high poverty rates and low educational attainment rates contribute to Shasta County's high rates of late prenatal care, Adverse Childhood Experiences, mental health hospitalizations, perinatal and adolescent substance use/abuse, child maltreatment, and domestic violence, among other health behaviors and outcomes. Community-wide efforts are being made to increase educational attainment among youth as they graduate from high school, but not many opportunities are available for adults since we don't have a public four-year university, and those (youth and adults) who leave the area to attend college often don't return because of the few jobs offering competitive pay and benefits for college graduates. An effort is also underway related to increasing prosperity and decreasing poverty in Shasta County.

There are also disparities in access to care related to income and geography, with a shortage of providers (primary care, prenatal care, dental care, etc.) who accept Medi-Cal, the geographic isolation (due to distance and severe winter weather conditions) of residents of the mountainous eastern area of the county, and an inadequate number of specialized providers in the area (for individuals with Medi-Cal as well as those with private insurance).

☒ **IMPORTANT:** By clicking this box, I agree to allow the state MCAH Program to post my LHJ's Community Profile on the CDPH/MCAH website.

**Duty Statement
MCAH Coordinator-SPMP**

Budget Line: 1

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health (MCAH)
Program Position: MCAH Coordinator
County Job Specification: MCAH Coordinator

General Responsibilities

The MCAH Coordinator, under the direction of the Public Health Program Manager for the Healthy and Safe Families Division of Public Health, has the overall responsibility to direct the local MCAH Program to perform the core public health functions of assessment, policy development, and assurance and implement the approved Scope of Work. The MCAH Coordinator will develop policies and standards, collect and analyze data, and provide a coordinated local effort to improve existing outreach activities for the MCAH population. The MCAH Coordinator will devote 0.15 FTE to California Home Visiting Program (CHVP) and work collaboratively with the Nurse-Family Partnership® (NFP) Supervising Public Health Nurse to foster internal and external partnerships and collaboration, as well as direct the NFP Community Advisory Board. It is required that this position be filled by a Skilled Professional Medical Personnel (SPMP).

Specific Duties

Develop and improve activities/projects to improve health outcomes and access to care for women, infants, children, adolescents and their families.

Ensure the duties of the Perinatal Services Coordinator (PSC) position are performed in accordance with the MCAH Policies and Procedures, with clinical oversight provided by the MCAH Director.

Assist in health care planning and resource development with other agencies, which will improve the access, quality and cost effectiveness of the prenatal, postpartum, child, child with special health care needs, adolescent, and family health care delivery.

Apply knowledge of the principles of asset-based community development, life course theory, and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

Participate in community, professional and interagency meetings to provide expertise on perinatal health, maternal depression, prevention of adverse childhood experiences, oral health, chronic disease, preconception care issues and advocate for MCAH services.

Assess the effectiveness of inter-agency coordination in assisting clients to access health care services in a seamless delivery system.

Identify and address barriers and unmet needs in the provision of services for women of childbearing age, families and children with special health care needs.

Revised: 04/2017

Shasta County Public Health, MCAH Duty Statement
MCAH Coordinator
Page 2

Document, collect data and evaluate existing medical, dental, and psychosocial services to improve health outcomes for women and children and their families.

Monitor local health status indicators for women of childbearing age, pregnant women, infants, children, adolescents and their families using standardized data techniques for the purpose of identifying at-risk populations. Utilize this data to develop an understanding of health needs within the community, and identify barriers to the provision of health and human services for the MCAH population.

Monitor perinatal health outcome data and assess the adequacy of the local obstetrical provider network and its ability to meet the needs of pregnant women.

Conduct and expand the current focus on reproductive disparities and women and children's health issues to implement best practices and evidence based approaches.

Ensure implementation and coordination of local MCAH programs by providing direction and reviewing activities in the SOW for the Maternal, Child and Adolescent Health program.

Develop and provide program direction for annual scope of work, set goals, objectives, activities and evaluation tools to measure program outcomes.

Schedule, coordinate and conduct quality assurance activities; evaluate compliance with program standards; and consult with the MCAH Director to monitor the clinical effectiveness of program, including client satisfaction surveys.

Participate in the development of the MCAH budget and monitor program expenditures.

Participate in the development of administrative policies and fiscal procedures in compliance with Medi-Cal program requirements.

Provide general supervision of staff and participate in the recruitment, selection, and hiring process, as well as orientation of key personnel adhering to the State MCAH Program Policy and the Title V goals, objectives, and priorities, where applicable; and perform employee evaluations.

Extend the reach of AFA by writing grants and proposals to generate supplemental revenue.

Increase knowledge of MCAH staff about priority areas through methods such as trainings, SOW progress updates and interactions with community stakeholders.

Participate in the implementation of best practices and evidence based approaches for prevention of chronic diseases and intentional and unintentional injury in the MCAH population.

Draft, analyze, and/or review reports, documents, correspondence and legislation.

Monitor legislation that impacts women, infants, children, adolescents and their families.

Addressing the target population of Medi-Cal eligible pregnant, postpartum and childbearing aged women and families, consult with MCAH Director and use skilled professional medical expertise to: assist with utilization review of medical services, program planning and policy

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development, SPMP administrative medical case management, intra/interagency and provider care coordination, and quality management.

Provide consultation and technical assistance in the design, development and review of health related professional educational material.

Review of technical literature and research articles.

Ongoing examination of existing interactions among key institutions within the local community to explore collaborative efforts to address risks for poor health outcomes for women, children and their families that address concerns of women, infants, children and adolescents across neighborhoods, socioeconomic, and racial categories.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Provide ongoing liaison with Medi-Cal providers around issues of treatment, health assessment, preventive health services, care coordination and program policy and regulations.

Participate in program workshops and meetings relating to the scope of Medi-Cal program benefits and changes in program management.

Attend or provide training for professionals, which improve the quality of health assessment, preventive health services, and care.

Attend Statewide MCAH Action and other required MCH Branch and professional trainings.

Collaborate and meet with NFP Supervising Public Health Nurse on a monthly basis (unless otherwise specified) to receive ongoing progress reports regarding implementation of NFP program and CHVP scope of work and to ensure contract agreements are being fulfilled.

Outreach to and collaborate with community and agency leaders to inform them about the NFP program and recruit them to participate on the NFP Community Advisory Board.

Develop, coordinate, and convene the NFP Community Advisory Board.

Support ongoing collaboration and communication between the local NFP Supervising Public Health Nurse (SPHN), CHVP Nurse Consultant and NFP Designated Nurse Consultant (DNC).

Collaborate with the local NFP SPHN to assist with fiscal oversight of local CHVP funding.

Collaborate with the local NFP SPHN to monitor ongoing quality improvement and ensure timely and accurate data and other reports as required by CHVP.

Attend all required CHVP meetings and/or trainings.

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Perinatal Services Coordinator
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Duty Statement
Perinatal Services Coordinator-SPMP

Budget Line: 2

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health
Program Position: Perinatal Services Coordinator (PSC)
County Job Specification: Registered Nurse or Public Health Nurse I/II

GENERAL RESPONSIBILITIES

The Perinatal Services Coordinator (PSC), under the direction of the MCAH Coordinator, will have the responsibility to maintain a network of perinatal providers, assist CPSP providers to deliver CPSP services in accordance with the Title 22 California Code of Regulations and certify them as qualified providers following guidelines established by the California Department of Public Health. The PSC will also conduct provider education and continuous quality improvement, programs that will reduce perinatal mortality and morbidity. Responsible for organizing outreach education activities, CPSP provider technical support and follow-up and patient referral for care coordination to appropriate services and resources. This position is required to be a Skilled Professional Medical Personnel (SPMP).

SPECIFIC DUTIES

Process applications for eligible providers to become approved Comprehensive Prenatal Services Program (CPSP) providers, and educate providers and the community about CPSP and the needs of the CPSP population.

Provide consultation and technical assistance to prenatal care providers including CPSP providers.

Provide consultation to professional staff about medical conditions identified within the MCAH population.

Perform quality assurance and improvement activities with CPSP providers and participate in regional and statewide CPSP advisory committees/workgroups.

Responsible for local CPSP Program monitoring such as: coordinating and facilitating a process to improve provider protocols, staff orientation, improvement in provision and receipt of perinatal services; facilitating provider specific quality improvement process (ie. identifying barriers to perinatal care, improving office/administrative systems to track client follow-up and completion of referrals, improving care coordination and resource utilization); and coordinating and conducting provider QA visits that involve any of the following: chart reviews, administrative review or CPSP component observation and staff interview.

Responsible for providing consultation and technical assistance in the completion of the CPSP application process and required provider agreements, and the submission of final recommendation to state MCAH regarding provider application.

Provide ongoing liaison with perinatal care providers around issues of treatment, health assessment, preventive health services, and program policy and regulations.

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Participate in program workshops and meetings relating to the scope of Medi-Cal program benefits and changes in program management.

Conduct periodic review of CPSP protocols.

Educate pregnant women and community members regarding early and continuous prenatal care, availability of resources, and the Medi-Cal application process.

Collaborate with perinatal care providers to screen women in Shasta County for substance use (alcohol, tobacco, and other drugs), perinatal mood and anxiety disorders (PMADs), and other behaviors/conditions promoting culturally sensitive services, and assist as needed on further assessment and/or referral to treatment.

Provide perinatal care providers with patient education materials and resources.

Assist in developing supporting materials for community education, including presentation slides, media pieces, and talking points.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Collaborate with Tobacco Education Program to promote referrals to the smoking cessation programs for pregnant women and parents.

Participate in community collaborative groups or committees focused on the health and well-being of pregnant and parenting populations and those focused on topics of relevance to the MCAH population.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

Participate in planning efforts for preconception care and perinatal substance abuse with a focus on access to Medi-Cal and CPSP providers.

Inform the perinatal community and health and human service providers about perinatal trend data and their relationship to the activities in the local MCAH plan.

Identify barriers to accessing appropriate and timely care, including preventive, medical (including prenatal), dental, mental health, substance use services, and social services, and work with the perinatal community to reduce barriers and improve coordination of services.

In conjunction with the MCAH Coordinator, the other MCAH PHNs, and community partners, ensure that the professional community and the general public understands the impact of alcohol, tobacco, and other drug use during pregnancy and the benefits of prevention and intervention.

Maintain collaborative partnerships with community partners working to reduce children's exposure to substances, and engage in new partnerships as needed.

Develop local activities and evaluation methods to measure results that relate to meeting the State's MCAH priorities and the Agency's strategic plan.

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Provide consultation and technical assistance in the design, development, and review of health related professional educational material.

Act as liaison to coordinate activities between MCAH and the Medi-Cal managed care organization, Partnership HealthPlan of California (PHC), including meeting at least quarterly with PHC, disseminating CPSP provider public contact information to the PHC Perinatal Program Coordinator, coordinating with PHC to avoid duplication and minimize impact of site reviews on provider offices, sharing results of provider site reviews with PHC, and implementing activities to improve access and quality of perinatal services available to Medi-Cal beneficiaries.

**Duty Statement
SIDS Coordinator-SPMP**

Budget Line: 3

Health Jurisdiction: Shasta County

Program: Maternal, Child and Adolescent Health

Program Position: Public Health Nurse/SIDS Coordinator

County Job Specification: Public Health Nurse I/II

General Responsibilities

The SIDS Coordinator, under the direction of the MCAH Coordinator and in collaboration with the Shasta County Coroner's Office and other public health nurses as needed, will have the responsibility to monitor all SIDS and presumptive SIDS cases in Shasta County, and coordinate SIDS risk-reduction activities and trainings countywide. The SIDS Coordinator will provide families affected by the death of an infant with information and resources appropriate to the individual family. As a PHN, the person in this position meets the requirements to be classified as a Skilled Professional Medical Personnel (SPMP).

Specific Duties

Serve as the designated professional for the local health department and MCAH program for SIDS Coordinator.

Accept and coordinate referrals for all SIDS and presumed SIDS cases including ensuring support services are offered to families, caretakers, and care providers; maintaining documentation of the case management services provided by the PHN; and submitting the Report of Contact and the Public Health Services Report to the California SIDS program in a timely manner. Support services that families and others are referred to could include Medi-Cal services such as counseling.

Act as the liaison between the State SIDS Program and the local health department/MCAH SIDS program.

Enter suspected SIDS cases into the SIDS log.

Provide information for review to the MCAH Coordinator and the Child Death Review Team on each suspected SIDS death.

Collaborate with the Coroner's office to develop, implement, and maintain a notification system for the presumed SIDS cases.

Act as a resource by coordinating the provision of information and training to health care professionals, childcare providers, emergency personnel, parents, foster parents, public health professionals, and other community members who are involved in the lives of children under the age of one year by the MCAH Community Education Specialist.

Provide SIDS material that is updated with the most current information.

Collaborate with other programs and organizations to promote SIDS awareness, education, and outreach.

Provide consultation and technical assistance in the design, development, and review of SIDS-related professional educational material.

Keep abreast of current SIDS research, maintain contact with the California SIDS Program staff, and network with other SIDS Coordinators, by attending the Annual California SIDS Conference, and the Regional SIDS council meeting when approved by the local jurisdiction.

Ensure appropriate training is provided to PHNs, including home visiting nurses in the NFP Program, and share current SIDS research with others.

Participate in the development of annual SIDS Coordinator scope of work.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

Duty Statement
Perinatal Care Guidance Coordinator-SPMP

Budget Line: 4

Health Jurisdiction: Shasta County

Program: Maternal, Child and Adolescent Health

Program Position: Perinatal Care Guidance Coordinator

County Job Specification: Registered Nurse or Public Health Nurse I/II

General Responsibilities

The Perinatal Care Guidance Coordinator, under the direction of the MCAH Coordinator, will have responsibility to provide coordinated outreach services to all pregnant women, especially those who are eligible to receive Medi-Cal benefits, and to families with children eligible for State funded health insurance programs through Medi-Cal. Responsible for responding to referrals and connecting women and families to resources to help them access needed services including health insurance, prenatal care, and primary care, as well as dental care, mental health care, substance abuse treatment, etc. This position is required to be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

Facilitate early and continuous client access to prenatal care and services; identify and address barriers in the provision of services.

Work with Toll-Free Line operator to ensure there is a current list of appropriate community health and human resources for the referral system.

Educate low-income pregnant women via telephone regarding early and continuous prenatal care, availability of resources, and the Medi-Cal application process.

Assess Medi-Cal eligible women to assist them in accessing prenatal care and obtaining other needed services, including assessment of tobacco, alcohol, and other substance use and perinatal mood and anxiety disorders, and appropriate referral to services.

Attend or provide training for professionals that improves the quality of health assessment, preventive health services, and care.

Participate in program workshops and meetings relating to the scope of Medi-Cal program benefits and changes in program management by the EDS representative for the Shasta County area.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

In conjunction with MCAH staff, gather, prepare, and distribute outreach materials for prevention of violence, perinatal substance use, and other risks to healthy pregnancy and birth outcomes, and access to Medi-Cal providers.

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In conjunction with the MCAH Coordinator and the other MCAH PHNs, work with community partners to ensure that the professional community and the general public understands the impact of alcohol, tobacco, and other drug use during pregnancy and perinatal mood and anxiety disorders, and the benefits of prevention, intervention, and access to Medi-Cal treatment services.

In conjunction with MCAH staff, gather, prepare, and distribute outreach materials for oral health education and access to Medi-Cal dentists.

Act as backup to other MCAH PHNs in providing care coordination to clients of the Healthy Babies Program and the substance use disorder program, including conducting comprehensive assessments, making referrals to treatment services, contacting clients and treatment providers for updates, providing updates to providers and other referring organizations, and reviewing and approving Treatment Authorization Requests as needed.

Act as a backup to the SIDS Coordinator in accepting and coordinating referrals for SIDS and presumed SIDS cases, entering suspected SIDS cases into the SIDS log, and providing information for review to the MCAH Coordinator and the Child Death Review Team on each suspected SIDS death.

**Duty Statement
Public Health Assistant**

Budget Line: 5

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health
Program Position: Public Health Assistant
County Job Specification: Public Health Assistant

General Responsibilities

The Public Health Assistant, under the direction of the MCAH Coordinator, will be responsible for providing programmatic and administrative support to Skilled Professional Medical Personnel (SPMP) and other MCAH staff. This position is also responsible for maintaining administrative and evaluative records for the Healthy Babies Program and the substance use disorder care coordination program within MCAH. Both of these programs serve the purpose of connecting members of the MCAH population to needed Medi-Cal services such as counseling, substance use disorder treatment, prenatal care, primary care, and dental care. The Public Health Assistant applies their knowledge of public health principles and practices, record keeping, and reporting to supporting the programmatic work of MCAH, and may perform health paraprofessional duties.

Specific Duties

Provide administrative support to the MCAH Coordinator, SPMPs, and other program staff.

Assist in assembling packets for Healthy Babies Program clients, and providers and other referring organizations.

Support outreach activities, including assisting PHNs and CESs at health fairs and other community events, and assisting as needed with development and/or review of brochures and other outreach and educational materials.

Assist PHNs with maintenance and upkeep of Healthy Babies Program and substance use disorder care coordination program client charts.

Assist with the assessment and evaluation of the Healthy Babies Program by maintaining the program data files and participating in team meeting discussions of quality improvement.

Process the invoicing from the Healthy Babies Program partner counseling centers and prepare summaries for review by the MCAH Coordinator. Ensure submission to funder in a timely manner, and maintain budget tracking data files.

Assist with reporting on the Healthy Babies Program and the substance use disorder care coordination program to the state and other funders as needed.

Assist with the assessment and evaluation of other MCAH programs by maintaining the program data files as requested.

Assist MCAH staff with scheduling, advertising, and making site arrangements as needed.

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Public Health Assistant
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Assist with compilation of the MCAH annual report and other documents, and with updates to MCAH's pages on the Shasta County HHSA website.

Provide training and serve as backup to the Office Assistant in providing clerical support to the MCAH Coordinator, SPMPs, and other program staff, including ensuring that

- time study forms are submitted and program files are maintained,
- MCAH toll-free line is monitored and the log is updated,
- brochures and other educational materials are available for providers and other community partners as requested and for MCAH staff participating in outreach events or conducting trainings and other presentations,
- resource lists are kept up to date, and
- clerical support is provided, including minute-taking, for MCAH and intra/interagency collaboration meetings.

**Duty Statement
Office Assistant**

Budget Line: 6

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health
Program Position: Office Assistant
County Job Specification: Typist Clerk I/II or Office Assistant I/II

General Responsibilities

The Office Assistant II, under the direction of the MCAH Coordinator, will be responsible for providing administrative and clerical support to Skilled Medical Professional Personnel (SPMP) and other MCAH staff; and will be responsible for performing appropriate administrative activities to maintain the local MCAH Program.

Specific Duties

Provide administrative and clerical support to the MCAH Coordinator, SPMPs, and other program staff, including but not limited to typing reports, letters, and other documents; ordering office supplies and other materials needed by program staff; providing customer service, information, and referral to other resources to callers and visitors; gathering and distributing mail and other routed items; checking over documents for accuracy and compliance with established standards; maintaining financial records and files; organizing materials and supplies; and printing, copying and preparing (e.g., folding, stapling, etc.) a variety of materials.

Ensure MCAH program files are maintained.

Assist MCAH Coordinator in preparing materials and mailing MCAH Annual Report, annual Agreement Funding Application, time study documents, and grant applications and reports.

Monitor the MCAH toll free line and maintain information service log to facilitate access to Medi-Cal and health and human services for women, children, adolescents, and their families.

Assist in identifying, ordering, and/or printing brochures and flyers promoting services to the local MCAH population for distribution at outreach events.

Assist in developing and updating resource lists, such as the Pregnancy Resource Guide; brochure order form; and the obstetrical services provider list.

Gather, prepare, and distribute outreach and educational materials for MCAH topics such as breastfeeding information, preconception care, substance abuse prevention, maternal depression, oral health education, violence prevention, CPSP, SIDS Education, etc.

Upon request by the MCAH Coordinator or other program staff, assist in supporting MCAH and intra/interagency collaboration meetings, including but not limited to coordinating logistics, scheduling, communications, continuing education, and drafting minutes.

Assist the PHNs in preparing outreach and perinatal health education materials for distribution to local health care providers and other community partners.

**Duty Statement
Public Health Nurse-SPMP**

Budget Line: 7

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health
Program Position: Healthy Babies Program Nurse
County Job Specification: Public Health Nurse I/II

General Responsibilities

The Public Health Nurse I/II, under the direction of the MCAH Coordinator will have the responsibility to provide population-based public health nursing services to improve health outcomes for women, children, and their families. The Public Health Nurse I/II will improve outreach activities for women, children, and adolescents and focus on improving systems of care for the MCAH population, especially addressing the needs of Medi-Cal eligible clients. This PHN will be primarily responsible for providing outreach and care coordination for pregnant women and mothers of young children who are experiencing perinatal mood and anxiety disorders. This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

Actively participate in community collaborative groups and committees relevant to the perinatal population on an as needed basis.

Collaborate with community partners through the Healthy Babies Program to screen, and refer for treatment when indicated, pregnant women and women parenting a child under the age of two in Shasta County using the self-administered Edinburgh Postnatal Depression Scale screening tool, for perinatal mood and anxiety disorders, promoting culturally sensitive services. Women who screen positive will receive a referral to counseling and/or connection to appropriate community resources and services.

Collaborate with Perinatal Services Coordinator to provide perinatal providers with the Edinburgh screening tool, training, referral information, and patient education materials and resources.

Collaborate with the MCAH Community Education Specialist to provide training for perinatal providers and office staff as well as community based organizations (CBOs) on screening with the Edinburgh screening tool and referral.

Review screening and referral forms to identify teaching needs for staff.

Provide follow-up for patients at risk for perinatal mood and anxiety disorders that are referred to MCAH Healthy Babies Program. Communicate with referring physicians/organizations and serve as a liaison between counseling centers, and referring physician/organization.

Provide Care Coordination to ensure that women who are referred to the Healthy Babies Program receive a "warm hand off" referral to the counseling services as well as other services they need.

Assist in revision of protocols/procedures for Healthy Babies Program referral process as needed.

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Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Work with MCAH CES to ensure provision of community education, including presentations to professional groups, on the subjects of maternal depression and other MCAH related topics as indicated.

In accordance with State guidelines, gather community input, participate in determining local priorities, and assist with identifying proven interventions to utilize in development of the local MCAH needs assessment and implementation plan.

Apply knowledge of the principles of asset-based community development, preconception care, life course theory, and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

Gather, prepare, and distribute outreach and educational materials for perinatal mood and anxiety disorders, breastfeeding, prevention of violence, and other relevant MCAH topics.

Collaborate with community, professional, and interagency groups to improve health outcomes for women, children, adolescents, and their families.

Inform and assist clients and their families, particularly those who are eligible for Medi-Cal, about program services, and identify and address barriers to accessing services.

Attend or provide professional training, which improves the quality of health assessment, preventive health services, and care.

Provide consultation and assistance in the design, development, and review of health related referral resources and professional education material.

Work with support staff to ensure there is a current list of appropriate community health and human resources for the Toll Free MCAH referral line.

Provide back up to substance use care coordination program nurse to provide care coordination to clients, including conducting comprehensive assessments, making referrals to treatment services, contacting clients and treatment providers for updates, and providing updates to providers and other referring organizations.

Provide back up to PCG to educate low-income pregnant women via telephone regarding the importance of early and continuous prenatal care, availability of resources (including those for tobacco, alcohol, and other substance use), and the Medi-Cal application process.

**Duty Statement
Public Health Nurse-SPMP**

Budget Line: 8

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health
Program Position: Substance Use Care Coordination Program Nurse
County Job Specification: Public Health Nurse I/II

General Responsibilities

The Public Health Nurse I/II, under the direction of the MCAH Coordinator will have the responsibility to provide population-based public health nursing services to improve health outcomes for women, children, and their families. The Public Health Nurse I/II will improve outreach activities for women, children, and adolescents and focus on improving systems of care for the MCAH population, especially addressing the needs of Medi-Cal eligible clients. This PHN will primarily be responsible for providing outreach and care coordination for women of childbearing age who are using or abusing alcohol, tobacco, and other drugs. This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

Actively participate in community collaborative groups and committees relevant to the perinatal population on an as needed basis.

Collaborate with community partners to screen, and refer for treatment when indicated, preconception and pregnant women in Shasta County for substance use (alcohol, tobacco, and other drugs), promoting culturally sensitive services. Women who screen positive will receive a referral to substance abuse treatment and/or connection to appropriate community resources and services.

Collaborate with Perinatal Services Coordinator and Community Education Specialist to provide perinatal providers and office staff as well as community based organizations (CBOs) with training, referral information, and patient education materials and resources.

Review referral forms to identify teaching needs for staff.

Provide follow-up for patients at risk for substance abuse that are referred to MCAH. Communicate with referring physicians/organizations and serve as a liaison between substance abuse treatment programs and referring physician/organization.

Provide Care Coordination to ensure that women who are referred receive a "warm hand off" referral to the substance abuse treatment services they need.

Assist in revision of protocols/procedures for program referral process as needed.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Collaborate with Tobacco Education Program to promote referrals to the smoking cessation

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programs for preconception, pregnant and parenting women.

Work with Community Education Specialist to ensure provision of community education, including presentations to professional groups, on the subjects of substance abuse and other MCAH related topics as indicated.

In accordance with state guidelines, gather community input, participate in determining local priorities, and assist with identifying proven interventions to utilize in development of the local MCAH needs assessment and implementation plan.

Apply knowledge of the principles of asset-based community development, preconception care, life course theory, and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

Gather, prepare, and distribute outreach and educational materials for substance abuse prevention, breastfeeding, prevention of violence, and other relevant MCAH topics.

Collaborate with community, professional, and interagency groups to improve health outcomes for women, children, adolescents, and their families.

Inform and assist clients and their families, particularly those who are eligible for Medi-Cal, about program services, and identify and address barriers to accessing services.

Attend or provide professional training, which improves the quality of health assessment, preventive health services, and care.

Provide consultation and assistance in the design, development, and review of health related referral resources and professional education material.

Work with support staff to ensure there is a current list of appropriate community health and human resources for the Toll Free MCAH referral line.

Provide back up to the Healthy Babies Program Nurse to provide care coordination to clients, including conducting comprehensive assessments, making referrals to counseling services, contacting clients and counseling centers for updates, reviewing and approving Treatment Authorization Requests, and providing updates to providers and other referring organizations.

Provide back up to PCG to educate low-income pregnant women via telephone regarding the importance of early and continuous prenatal care, availability of resources (including those for tobacco, alcohol, and other substance use), and the Medi-Cal application process.

Provide back up for SIDS Coordinator to implement SIDS activities countywide.

Duty Statement **Community Education Specialist**

Budget Line: 9

Health Jurisdiction: Shasta County

Program: Maternal, Child and Adolescent Health

Program Position: Community Education Specialist – Adverse Childhood Experiences

County Job Specification: Community Education Specialist I/II

General Responsibilities

The Community Education Specialist will work under the supervision of the MCAH Coordinator to plan, develop, implement, and evaluate community health education strategies of the MCAH Program, and coordinate a community collaborative focused on preventing Adverse Childhood Experiences (ACEs). One of the main focuses of this collaborative is to ensure that families have access to concrete supports including such Medi-Cal services as health care, dental care, mental health care, and substance use treatment as needed. It is preferred that this position be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

Provide coordination to the Strengthening Families Collaborative (focused on ACE Prevention) including meeting with the Chair and assisting with preparation for meetings.

Create new and/or maintain collaborative partnerships related to Strengthening Families.

Research grant opportunities to support MCAH Program activities. Write or assist with funding proposals to support prevention efforts to benefit women, children, adolescents and their families.

Provide and maintain the framework within the Strengthening Families Collaborative that promotes communication across committees to avoid overlap.

Identify grant opportunities and prepare and submit grant applications appropriate to the goals of the Strengthening Families Collaborative.

Gather, prepare, and distribute outreach materials for the prevention of adverse childhood experiences and information about Strengthening Families.

Participate on the Strengthening Families Collaborative committees and act as a liaison to members of the Strengthening Families Collaborative.

Assist with the coordination of evaluation and data collection activities and reporting processes related to Strengthening Families and other MCAH activities.

Participate in outreach activities to help improve community health indicators for women, children, and families.

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Community Education Specialist
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Act as liaison between MCAH and various agencies, organizations, and coalitions to improve access and quality of services for women, adolescents, and children.

Apply knowledge and principles of asset-based community development, Life Course Theory, and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by MCAH and Public Health.

Assist with media/marketing campaigns, including writing PSAs, press releases, and other promotional activities.

Update and disseminate health education materials and provide technical assistance in the design, development, implementation, review, and evaluation of health education strategies used within MCAH programs.

Coordinate planning activities for prevention of adverse childhood experiences with partner agencies to avoid duplication of efforts related to improved outcomes.

Provide technical assistance and research to help implement and promote best practices for prevention of adverse childhood experiences.

Assist in raising community awareness of the importance of the prevention of adverse childhood experiences through media and other venues.

Assist with encouraging participation by other community entities.

Serve as backup to other MCAH Community Education Specialists.

Duty Statement

Community Education Specialist

Budget Line: 10

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health
Program Position: Community Education Specialist – MCAH Generalist
County Job Specification: Community Education Specialist I/II

General Responsibilities

The Community Education Specialist will work under the supervision of the MCAH Coordinator to plan, develop, implement, and evaluate community health education strategies of the MCAH Program. It is preferred that this position be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

Research, acquire or develop, and implement curriculum and other materials to promote alcohol, tobacco, and other drug use prevention in youth.

Create new and/or maintain collaborative partnerships related to adolescent alcohol, tobacco and other substance use prevention, adolescent mental well-being and suicide prevention, and other topics impacting child and adolescent health.

Gather, prepare, and distribute outreach materials and information related to adolescent health and wellness.

In conjunction with the MCAH Coordinator and other MCAH staff, coordinate the compilation of information and accompanying documentation for the required MCAH annual report.

In conjunction with the MCAH PHNs and other staff, work with community partners to ensure that the professional community and the general public understands the impact of alcohol, tobacco, and other drug use during adolescence, and the benefits of prevention, intervention, and early access to Medi-Cal treatment services.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

Research grant opportunities to support MCAH Program activities. Write or assist with funding proposals to support prevention efforts to benefit women, children, and adolescents and their families.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

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Assist with gathering information, analyzing data, conducting surveys, and assessing the needs of the MCAH and CPSP populations.

Participate in outreach activities to help improve community health indicators for women, children, and families.

Act as liaison between MCAH and various agencies, organizations, and coalitions as well as other programs within the Health and Human Services Agency to improve access and quality of services for women, children, and adolescents and their families.

Assist with media/marketing campaigns; website development; writing PSAs and press releases; and other promotional activities.

Update and disseminate health education materials and provide technical assistance in the design, development, implementation, review, and evaluation of health education strategies used within MCAH programs.

Gather, prepare, and distribute outreach materials and information on topics impacting the health of women and young children including perinatal mood and anxiety disorders, perinatal substance use, dental care and oral hygiene, early prenatal care, safe sleep and other SIDS risk reduction strategies. Incorporate life course theory, chronic disease prevention, and preconception care.

Develop and incorporate messages related to the connection between maternal depression and attachment.

Participate in outreach activities to at-risk, vulnerable women and help improve community health indicators for women, children, and families.

Create new and/or maintain collaborative partnerships related to preconception and perinatal substance use prevention and maternal mental well-being.

Act as liaison between MCAH and various agencies, organizations, and coalitions to improve access and quality of services for women, children, and adolescents, and their families.

Coordinate, plan, and conduct maternal depression education that includes access to Medi-Cal services, local resources for professionals, including providers and staff from the health care delivery systems.

Provide SIDS and SUID information and training including risk reduction strategies to health care professionals, childcare providers, emergency personnel, parents, foster parents, public health professionals, and other community members who are involved in the lives of children under the age of one year.

In collaboration with the SIDS coordinator, provide SIDS material that is updated with the most current information, and collaborate with other programs and organizations to promote SIDS awareness, education and outreach. Participate in the design and development of SIDS-related professional education material.

Apply knowledge of the principles of asset-based community development, strengthening families, life course perspective, and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

Shasta County Public Health, MCAH Duty Statement
Community Education Specialist
Page 3

Assist with media/marketing campaigns, including writing PSAs, press releases, and other promotional activities.

Update and disseminate health education materials and provide technical assistance in the design, development, implementation, review, and evaluation of health education strategies used within MCAH programs.

Research grant opportunities to support MCAH Program activities. Write or assist with funding proposals to support prevention efforts to benefit women, children, and adolescents and their families.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Serve as backup to other Community Education Specialist in MCAH.

**Duty Statement
MCAH Director-SPMP**

Budget Line: 11

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health (MCAH)
Program Position: MCAH Director
County Job Specification: Health Officer

General Responsibilities

The MCAH Director, under the direction of the Public Health Branch Director, has the responsibility to provide clinical oversight and consultation to the MCAH Coordinator in the Coordinator's roles of directing the local MCAH Program to perform the core public health functions of assessment, policy development, and assurance and implementing the approved Scope of Work. The MCAH Director will provide clinical expertise to the MCAH Coordinator in the Coordinator's role of working collaboratively with the Nurse-Family Partnership® (NFP) Supervising Public Health Nurse to foster internal and external partnerships and collaboration. It is required that this position be filled by a Skilled Professional Medical Personnel (SPMP).

Specific Duties

When necessary, participate in community, professional and interagency meetings to provide clinical expertise on perinatal health, maternal depression, prevention of adverse childhood experiences, oral health, chronic disease, preconception care issues and advocate for MCAH services.

Provide clinical consultation to professional staff in other agencies about specific medical conditions identified within their client population.

Addressing the target population of Medi-Cal eligible pregnant, postpartum and childbearing aged women and families, use skilled professional medical expertise to: assist with utilization review of medical services, program planning and policy development, SPMP administrative medical case management, intra/interagency and provider coordination/collaboration, and quality management.

Provide consultation and technical assistance in the design, development and review of health related professional educational material.

Provide ongoing liaison with Medi-Cal providers around issues of treatment and health assessment.

Duty Statement
Senior Public Health Assistant

Budget Line: 12

Health Jurisdiction: Shasta County
Program: Maternal, Child and Adolescent Health
Program Position: Senior Public Health Assistant
County Job Specification: Senior Public Health Assistant

General Responsibilities

The Senior Public Health Assistant, under the direction of the MCAH Coordinator, will be responsible for providing programmatic and administrative support to Skilled Professional Medical Personnel (SPMP) and other MCAH staff. This position is also responsible for child passenger safety education and program work as well as providing back-up coverage and assisting with the Healthy Babies Program and the substance use disorder care coordination program within MCAH. Both of these programs serve the purpose of connecting members of the MCAH population to needed Medi-Cal services such as counseling, substance use disorder treatment, prenatal care, primary care, and dental care. The Senior Public Health Assistant performs the most complex administrative duties of a program or programs and applies their knowledge of public health principles and practices, program administration, record keeping, and health education practices to support the programmatic work of MCAH, and may perform health paraprofessional duties.

Specific Duties

Provide administrative support to the MCAH Coordinator, SPMPs, and other program staff.

Coordinate and teach Child Passenger Safety/Car Seat education classes.

Participate in teleconferences and collaborative meetings for Vehicle Occupant Safety Program with CDPH to maintain knowledge of current car seat legislation and practices.

Collect and updating health education materials for educating participants of the car seat classes.

Maintain a list of current resources for free car seats and for locations of car seat installations.

Collaborate with Public Health Branch and Injury Prevention Coalition members for common messaging and outreach.

Offer car seat classes to HHSA and community agencies/programs as appropriate.

Track number of participants in child passenger and car seat classes.

Serve as backup to the Public Health Assistant to assist with the Healthy Babies Program and the substance use disorder care coordination program within MCAH.

- Assist in assembling packets for Healthy Babies Program clients, and providers and other referring organizations.
- Support outreach activities, including assisting PHNs and CESs at health fairs and other community events, and assisting as needed with development and/or review of brochures and other outreach and educational materials.

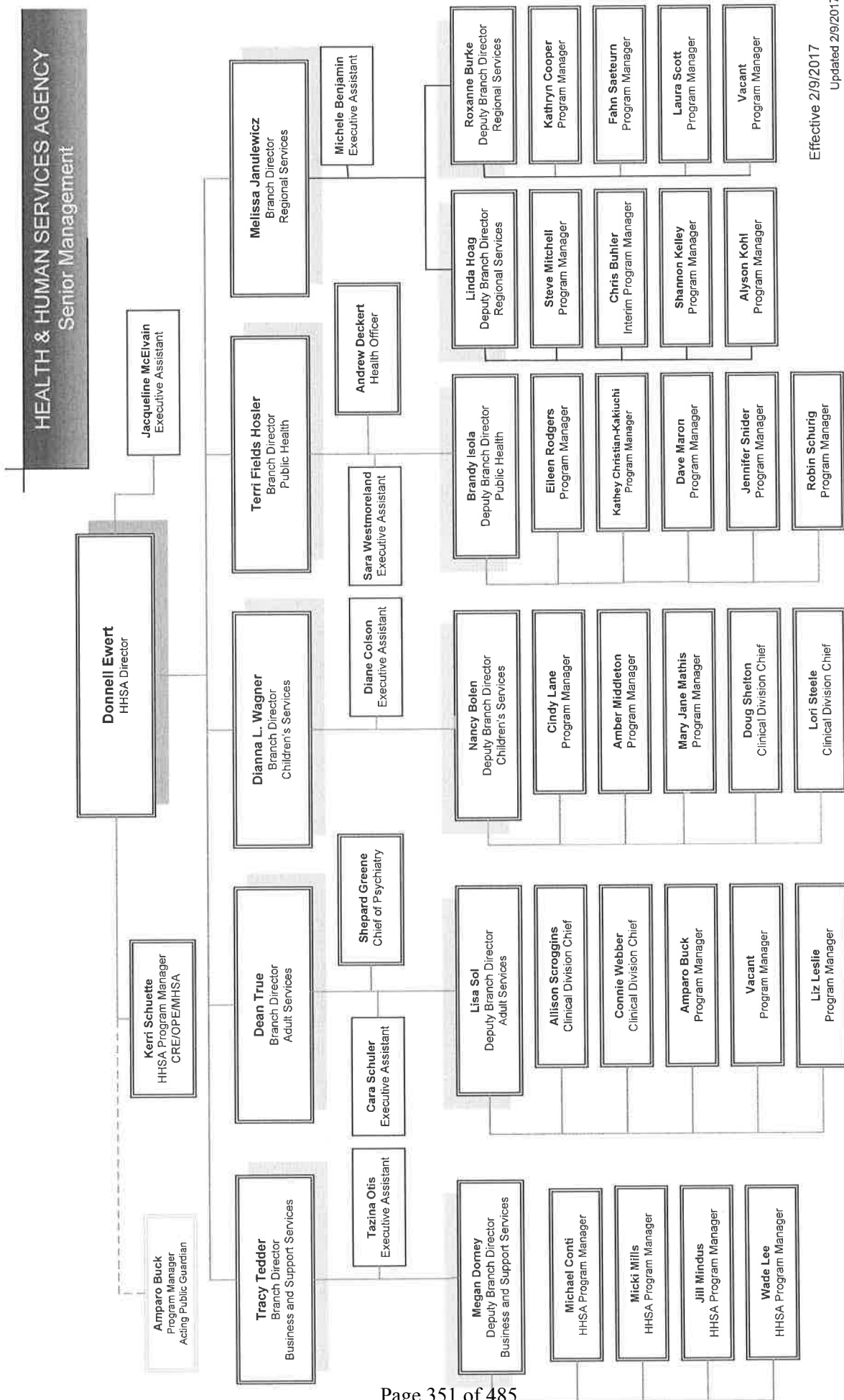
Last Updated: 9/2017

Shasta County Public Health, MCAH Duty Statement
Public Health Assistant
Page 2

- Assist PHNs with maintenance and upkeep of Healthy Babies Program and substance use disorder care coordination program client charts.
- Assist PHNs with maintenance and upkeep of Healthy Babies Program and substance use disorder care coordination program client charts.
- Assist with the assessment and evaluation of the Healthy Babies Program by maintaining the program data files and participating in team meeting discussions of quality improvement.
- Process the invoicing from the Healthy Babies Program partner counseling centers and prepare summaries for review by the MCAH Coordinator. Ensure submission to funder in a timely manner, and maintain budget tracking data files.
- Assist with reporting on the Healthy Babies Program and the substance use disorder care coordination program to the state and other funders as needed.
- Assist with the assessment and evaluation of other MCAH programs by maintaining the program data files as requested.
- Assist MCAH staff with scheduling, advertising, and making site arrangements as needed.
- Assist with compilation of the MCAH annual report and other documents.

Serve as backup to the Office Assistant in providing clerical support to the MCAH Coordinator, SPMPs, and other program staff, including ensuring that

- time study forms are submitted and program files are maintained,
- MCAH toll-free line is monitored and the log is updated,
- brochures and other educational materials are available for providers and other community partners as requested and for MCAH staff participating in outreach events or conducting trainings and other presentations,
- resource lists are kept up to date, and
- clerical support is provided, including minute-taking, for MCAH and intra/interagency collaboration meetings.

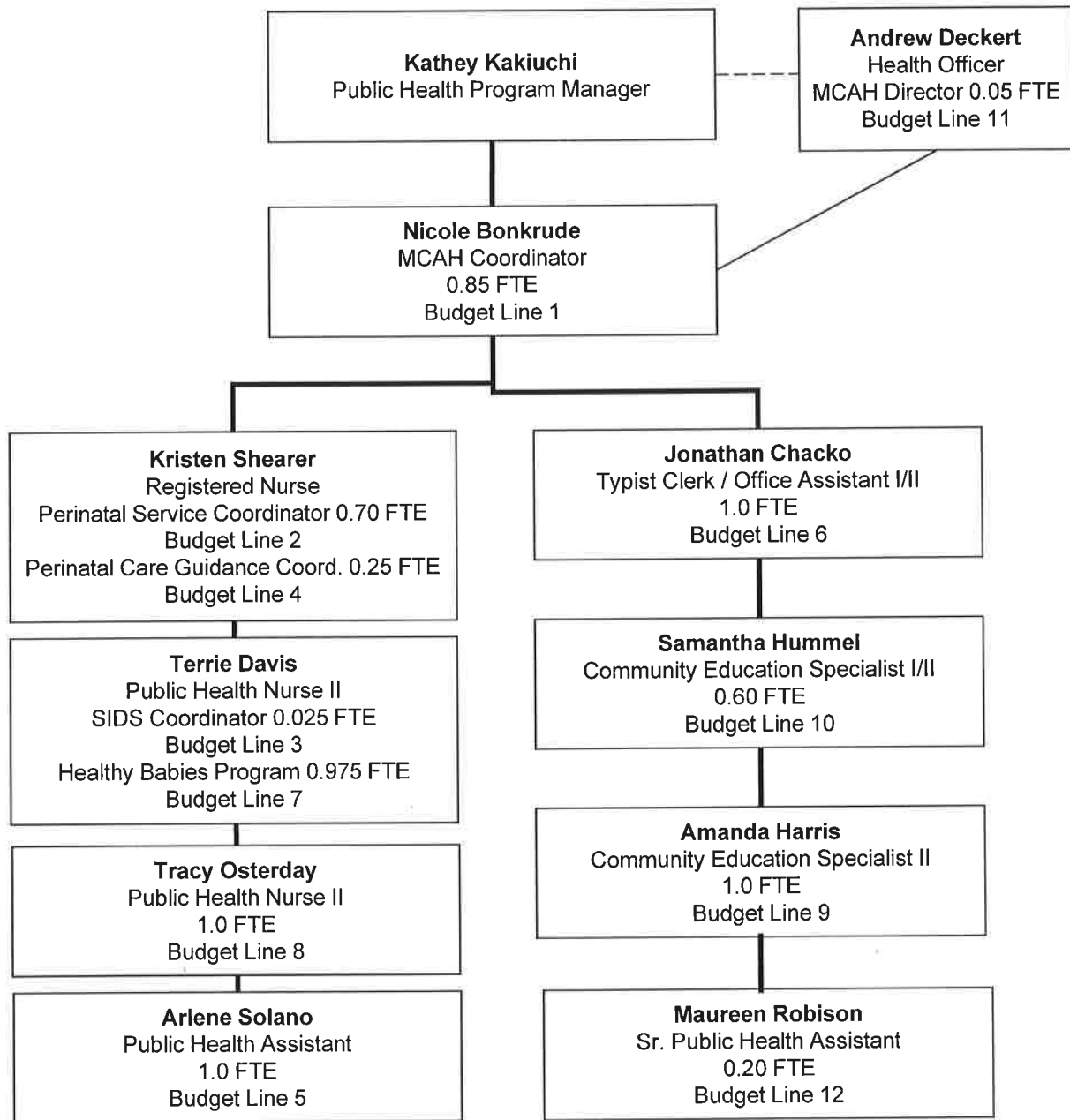


Effective 2/9/2017
Updated 2/9/2017



Health and Human
Services Agency

HEALTH & HUMAN SERVICES AGENCY
Public Health Branch
Healthy & Safe Families Division – MCAH



September 2017



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

April 6, 2017

Kathey Kakiuchi
Public Health Program Manager
Healthy and Safe Families Division
2650 Breslauer Way
Redding, CA 96001-4246

Dear Ms. Kakiuchi:

MCAH ALLOCATION #2017-45
APPROVAL AND CREDENTIAL WAIVER FOR THE MCAH COORDINATOR IN
SHASTA COUNTY

The request dated April 4, 2017, for approval and waiver to allow Nicole Bonkrude, MPH, to serve as the Maternal, Child and Adolescent Health (MCAH) Coordinator at 0.85 Full-Time Equivalent (FTE) in the MCAH Program and 0.15 FTE in the California Home Visiting Program, has been reviewed and is approved, effective January 9, 2017. Andrew Deckert, MD, MPH, will continue to serve as the MCAH Director at 0.05 FTE in-kind. The combined total for MCAH leadership meets the 0.75 FTE requirements as stated in the MCAH Policies and Procedures Manual.

The approval/waiver is based on the following: (1) Ms. Bonkrude has over 10 years of experience working in public health; (2) Andrew Deckert, MD, MPH, will continue to serve as the MCAH Director and provide clinical oversight of the MCAH Program; and (3) the Perinatal Services Coordinator, funded at 0.70 FTE, will assist with Scope of Work implementation.

This approval is applicable as long as Dr. Deckert and Ms. Bonkrude occupy the positions of MCAH Director and MCAH Coordinator, respectively, and Shasta County maintains the staffing levels described above.

This approval/waiver may be revoked at any time if the needs of the population and the program are not met.

Please keep a copy of this approval/waiver letter in your MCAH files for audit purposes. Please submit a copy with each MCAH Agreement Funding Application submitted.

CDPH Maternal, Child and Adolescent Health Division/Center for Family Health
MS 8300, P.O. Box 997420, Sacramento, CA 95899-7420
(916) 650-0300 • (916) 650-0305 FAX
Internet Address: www.cdph.ca.gov



Kathey Kakiuchi
Page 2
April 6, 2017

If there are any questions about this letter, please contact your Nurse Consultant, Cheryl Hunter-Marston, at (916) 650-0360.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mari Taylan-Arcoleo". The signature is fluid and cursive, with the first name "Mari" and last name "Arcoleo" being more prominent than the middle name "Taylan".

Mari Taylan-Arcoleo, MPH, Chief
Program Policy and Promotion Section
Maternal, Child and Adolescent Health Division

cc: Clarissa Tsang, Contract Analyst
Allocations and Matched Funding Unit
Program Allocations, Integrity & Support Branch
Maternal, Child and Adolescent Health Division

Kristy Lieu, Program Consultant
California Home Visiting Program
Maternal, Child and Adolescent Health Division

Cheryl Hunter-Marston, APRN, MSN, CNS-BC, DNPc
Nurse Consultant III
Program Standards Branch
Maternal, Child and Adolescent Health Division

MCAH Central File



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

November 2, 2017

Mr. Andrew Deckert
MCAH Director
Shasta County Health and Human Services Agency
2650 Breslauer Way
Redding, CA 96001

Dear Mr. Deckert:

APPROVAL OF AGREEMENT FUNDING APPLICATION (AFA) FOR AGREEMENT
#201745 – FISCAL YEAR 2017-18

The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division approves your Agency's AFA, including the enclosed Scope(s) of Work (SOW) and Budget(s) for administration of MCAH related programs.

To carry out the program(s) outlined in the enclosed SOW(s) and Budget(s), during the period of July 1, 2017 through June 30, 2018, the CDPH/MCAH Division will reimburse expenditure up to the following amounts:

Maternal Child and Adolescent Health..... \$411,342

The availability of Title V funds and State General funds (BIH only) are based upon funds appropriated in the FY 2017-18 Budget Act. Reimbursement of invoices is subject to compliance with all federal and state requirements pertaining to the CDPH/MCAH related programs and adherence to all applicable regulations, policies and procedures. Your Agency agrees to invoice actual and documented expenditures and to follow all the conditions of compliance stated in the current CDPH/MCAH Program and Fiscal Policies and Procedures manuals, including the ability to substantiate all funds claimed. The policies and procedures manuals can be accessed at:

<https://archive.cdph.ca.gov/services/funding/mcah/Pages/FiscalPoliciesandProceduresManual.aspx>.

CDPH Maternal, Child and Adolescent Health Division/Center for Family Health
MS 8300, P.O. Box 997420, Sacramento, CA 95899-7420
(916) 650-0300 • (916) 650-0305 FAX
Internet Address: www.cdph.ca.gov



Mr. Andrew Deckert
November 2, 2017
Page 2

For agencies claiming Title XIX funds, you also agree to maintain secondary documentation that clearly substantiates time study activities as being non-program related, unmatched, non-enhanced or enhanced. You also agree to use either:

1. The web-posted CDPH/MCAH, BIH, and/or AFLP Base Medi-Cal Factor (MCF), and/or
2. A Variable Base MCF for specific staff who serve a unique client population, and who verify and document 100% of their Medi-Cal enrolled and non-Medi-Cal enrolled clients during each time study period (MCAH Program only).

Please ensure that all necessary individuals within your Agency are notified of this approval and that the enclosed documents are carefully reviewed. This approval letter constitutes a binding agreement. If any of the information contained in the enclosed SOW and Budget is incorrect or different from that negotiated, please contact your Contract Manager, Ms. Clarissa Tsang, at (916) 322-2056 or by e-mail at Clarissa.Tsang@cdph.ca.gov within 14 calendar days from the date of this letter. Non-response constitutes acceptance of the enclosed documents.

Sincerely,



Amber Delgado, Chief
Contract Management and Allocation Process Section

Enclosure(s)

cc: Mr. David Kehoe
Shasta County Board of Supervisors
1405 Court Street, Suite 308B
Redding, CA 96001

Ms. Clarissa Tsang
Contract Manager

Ms. Kathy Sanchez
Program Consultant

Central File

Tested	Active
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Vermeir & A. J. 2002

Program: Maternal, Child and Adolescent Health

Agency: _____
SubK: _____

NOT ACTIVE

75%	138,266
75%	46,089

Maximum Amount Payable from State and Federal resources

WE SERVE TO DAY THE KINGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MEAN ADMINISTRATIVE AND PROGRAM POLICIES.

PROJECT DIRECTOR'S SIGNATURE

DATE _____

AGENCY FISCAL AGENT'S SIGNATURE

DATE

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Young, N. J.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT

MCAH-TV

1993

ICAH Cnty-N

MCAH City-E

NAME: _____

1998

62,949

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(17) OPERATING EXPENSES

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(M)	INDIRECT COSTS
Totals for PCA Codes	

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139,265

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[illegible][illegible][illegible]

(IV) OTHER COSTS DETAIL										RESPONSE ACTION		Total Non-E %		Total E %		Total % from # 3 & 5	
										35.19%							
TOTAL OTHER COSTS										7,100		3,111		3,969			
SUBCONTRACTS																	
1																	
2																	
3																	
4																	
5																	
OTHER CHARGES																	
1	Client Support & Educational Materials	5,000	43.81%													50.19%	55.19%
2	Advertising & Development costs of in-house campaign	500	43.81%													55.19%	55.19%
3																	
4																	
										3,891		281		3,705			
										219							

ORIGINAL

San Joaquin County
Public Health - Maternal, Child and Adolescent Health Division

Program: Maternal, Child and Adolescent Health		UNMATCHED FUNDING						NON-ENHANCED MATCHING (3050)		ENHANCED MATCHING (7502)	
Agency: 201745 Shasta		MCAR-TV		SIDS		AGENCY FUNDS		MCAR CHRYN		MCAR CHRYE	
Buck:		(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
TOTAL FUNDING		%	TITLE V	%	SIDS	%	Agency Funds	%	Combined	Combined	
(V) INDIRECT COSTS DETAIL											
TOTAL INDIRECT COSTS		183,536	15,237		440		56,328		91,531		
25.00% of Total Wages + Fringe Benefits		163,536	15,237	0.27%	440	94.44%	56,328	55.97%	91,531		

(I) PERSONNEL DETAIL												
TOTAL PERSONNEL COSTS												
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ORIGINAL

County of San Joaquin
Public Health

Program: Maternal, Child and Adolescent Health		UNMATCHED FUNDING										NON-ENHANCED MATCHING (\$0560)		ENHANCED MATCHING (\$525)			
Agency: 201745 Shasta		AGENCY FUNDS										MCH Oryx		MCH Oryx-E			
Subj:		MCH-TV		MCH		SDS		Agency Funds		MCH Oryx		MCH Oryx-E					
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California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Program
Scope of Work (SOW)

☒ **IMPORTANT:** By clicking this box, I agree to allow the state MCAH Program to post my Scope of Work on the CDPH/MCAH website.

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop at least one objective in each of Goals 1 and 2 and 2 objectives for Goal 3, a SIDS objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3, Objectives 3.5-3.7 and 3.8. In the second shaded column, Intervention Activities to Meet Objectives, insert the number and percent of cases you will review for the fiscal year. If resources allow, LHJs should also develop additional objectives, which they may place under any of the Goals 1-6. All activities in this SOW must take place within the fiscal year. Please see the MCAH Policies and Procedures Manual for further instructions on completing the SOW.

<http://www.cdph.ca.gov/services/funding/mcah/Pages/LocalMCAHProgramDocuments.aspx>

The development of this SOW was guided by several public health frameworks listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- o The Ten Essential Services of Public Health: <http://www.cdc.gov/nphsp/essentialServices.html>;
- o The Spectrum of Prevention: <http://www.preventioninstitute.org/component/taxonomy/term/list/94/127.html>
- o Life Course Perspective: <http://mchb.hrsa.gov/lifecourseresources.htm>
- o The Social-Ecological Model: <http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html>
- o Social Determinants of Health: <http://www.cdc.gov/socialdeterminants/>
- o Strengthening Families: <http://www.cssp.org/reform/strengthening-families>

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual which is found on the CDPH/MCAH website at: <http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalDocuments.aspx>

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities, and Title V and State requirements, the MCAH SOW provides LHJs with the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Reports.

¹ 2016-2020 Title V State Priorities

² Title V Requirement

³ State Requirement

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Goal 1: Increase access and utilization of health and social services (cross-cutting)

- Increase access to oral health services¹
- Increase screening and referral for mental health and substance use services¹
- Increase utilization of preventive health services¹
- Target outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits²
- Provide developmental screening for children in MCAH programs¹

The shaded area represents required activities. Nothing is entered in the shaded areas, except for 1.7 as needed.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet the Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.1-1.6 All women of reproductive age, pregnant women, infants, children, adolescents and children and youth with special health care needs (CYSHCN) will have access to: <ul style="list-style-type: none"> • Needed and preventive medical, dental, mental health, substance use services, and social services • Early and comprehensive perinatal care • An environment that maximizes their health 	Assessment 1.1 Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CYSHCN, including the social determinants of health and access/barriers to the provision of: <ol style="list-style-type: none"> 1. Preventive, medical, dental, mental health, substance use services, and social services 2. Early and comprehensive perinatal care Monitor trends over time, geographic areas and population group disparities. Annually, share your data with your key health department leadership.	1.1 This deliverable will be fulfilled by completing and submitting your Community Profile with your Agreement Funding Application each year Report data shared with the key health department leadership. Briefly describe their response, if significant.	Nothing is entered here.

¹ 2016-2020 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.2 Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.	1.2 Report the total number of collaboratives with MCAH staff participation. Submit online Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.	1.2 List policies or products developed to improve infrastructure and address MCAH priorities.
	1.3 Policy Development Review, revise and enact policies that facilitate access to Medi-Cal, Medi-Cal Access Program (MCAP), California Children's Services (CCS), Covered CA, Child Health and Disability Prevention Program (CHDP), Women, Infants, and Children (WIC), Family Planning, Access, Care, and Treatment (Family PACT), Text 4 Baby, or other relevant programs.	1.3 Describe efforts to develop policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, Text 4 Baby, or other relevant programs. List formal and informal agreements, including Memoranda of Understanding with Medi-Cal Managed Care (MCMC) plans or other organizations that address the needs of mothers and infants.	1.3 Describe the impact of policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, or other relevant programs.
	1.4 Assurance Participate in and/or deliver trainings in MCAH and public health competencies and workforce development as resources allow.	1.4 List trainings attended or provided and numbers attending.	1.4 Describe outcomes of workforce development trainings in MCAH and public health competencies, including but not limited to, knowledge or skills gained, practice changes or partnerships developed.

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Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.5 Conduct activities to facilitate referrals to Medi-Cal, MCAP, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage ²	1.5 Describe activities to facilitate referrals to health insurance and programs.	1.5 Report the number of referrals to Medi-Cal, MCAP, Covered CA, CCS, or other low/no-cost health insurance or programs.
	1.6 Provide a toll-free or "no-cost to the calling party" telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community ³ to facilitate linkage of MCAH population to services	1.6 Describe the methods of communication, including the cultural and linguistic challenges and solutions to linking the MCAH population to services.	1.6 Report the following: 1. Number of calls to the toll-free or "no-cost to the calling party" telephone information service 2. The number of web hits to the appropriate local MCAH Program webpage

¹ 2016-2020 Title V State Priorities² Title V Requirement³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
<p>1.7 All LHJs are required to perform activities for CYSHCN.</p> <p>As resources allow, all LHJs are required to adopt protocols/policies for developmental screening and access/linkage to health insurance and services for children in MCAH Home Visiting (HV) or Case Management (CM) programs (bolded activities and measures #1,2,3)</p> <p>You may also choose to implement activities #4,5,6 in the second column or develop locally specific activities by inserting the activity and the performance measures. You are required to report on the activities you chose to implement.</p> <ul style="list-style-type: none"> You may also add additional CYSHCN activities to the MCAH SOW Goal 5, Child Health <p>1.7 Increase the rate of:</p> <ul style="list-style-type: none"> Developmental screening for children ages 0-5 years according to AAP guidelines – 9 months, 16 months and 30 months All children, including CYSHCN, receive a yearly preventive medical visit 	<p>1.7 Promote the American Academy of Pediatrics (AAP) developmental screening guidelines.</p> <p><u>Required:</u></p> <ol style="list-style-type: none"> Promote the yearly medical visit for children, including CYSHCN Adopt protocols/policies to screen, refer, and link all children in MCAH HV or CM Programs Develop quality assurance (QA) activities to ensure children in MCAH programs are screened, referred and linked <p><u>As resources allow, choose one or more (Bold or highlight in yellow):</u></p> <ol style="list-style-type: none"> Promote the use of Birth to 5: Watch Me Thrive or other screening materials consistent with AAP guidelines Participate in <u>Help Me Grow</u> (HMG) or programs that promote the core components of HMG Work with health plans (HPs), including MCMC, to identify and address barriers to screening, referral, linkage and increase the number of HPs requiring screening per AAP guidelines Other activities to promote developmental screening, referral and linkages and improve services for CYSHCN (specify activity here) 	<p>1.7 Describe or report the following:</p> <p><u>Required</u></p> <ol style="list-style-type: none"> Activities to promote the yearly preventive medical visit Describe protocols/policies to screen, refer and link all children in MCAH programs List QA process developed to ensure screening, referral and linkage <p><u>Report the following based on the activities you chose to implement in the second column (Bold or highlight in yellow):</u></p> <ol style="list-style-type: none"> Number of providers receiving information about Birth to 5 or other screening materials Describe participation in HMG or HMG-like programs Describe barriers and strategies to increase screening, referral and linkage Number of HPs requiring screenings per AAP guidelines <p>7. List process or performance measures for other activities here</p>	<p>1.7 Describe or report the following:</p> <p><u>Required</u></p> <ol style="list-style-type: none"> Number of children, including CYSHCN, receiving a yearly preventive medical visit Number of children in local MCAH programs receiving developmental screening <ul style="list-style-type: none"> Number of children with positive screens that complete a follow-up visit with their primary care provider Number of children with positive screens linked to services Number of calls received for referrals and linkages to services Outcomes of protocols/policies and QA activities to ensure screening, referral and linkage <p><u>Describe the following based on the activities you chose to implement in the second column (Bold or highlight in yellow):</u></p> <ol style="list-style-type: none"> See Column 3 Outcomes of participation in HMG or HMG like programs. Describe results of work to implement HMG core components Outcomes of activities with HPs List outcomes of other activities here

¹ 2016-2020 Title V State Priorities² Title V Requirement³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
1.8 By June 30, 2018, MCAH's will assess all clients and screen 100% of women for health insurance coverage and a primary care provider.	1.8 Assurance Include questions on health insurance coverage, primary care provider, and prenatal care provider in the assessment forms used with nursing care coordination program clients. Track data on clients' existing resources.	1.8 Assurance Briefly describe the health coverage and care topics addressed in the assessment.	1.8 Assurance Number of clients in each program screened for health insurance coverage and a primary care provider/total number of newly enrolled clients.
1.9 By June 30, 2018, 100% of MCAH pregnant clients will be screened for access to a prenatal care provider and if they are currently under care.	1.9 Assurance Include questions on health insurance coverage, primary care provider, and prenatal care provider in the assessment forms used with nursing care coordination program clients. Track data on clients' existing resources.	1.9 Assurance Briefly describe the health coverage and care topics addressed in the assessment.	1.9 Assurance Number of pregnant clients in each program screened for a prenatal care provider/total number of newly enrolled clients who are pregnant.

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

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Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.10 By June 30, 2018, 100% of those Healthy Babies Program and substance use care coordination program clients without coverage and a provider will be referred to a resource for assistance (Eligibility, a Community Health Advocate, Covered California, etc.)	1.10 Assurance Make referrals to appropriate resources for any clients not already connected to health insurance coverage, a primary care provider, and a prenatal care provider if pregnant. Track data on clients' existing resources and referrals made.	1.10 Assurance List the types of referrals made for clients in each program related to health coverage and care.	1.10 Assurance Number of clients in each program referred to resources for assistance with health care coverage, primary care, and/or prenatal care/total number of clients identified as lacking health care coverage, a primary care provider, and/or a prenatal care provider.
1.11 By June 30, 2018, all care coordination program nurses will receive training or conduct research on how to educate clients about reproductive life planning, contraception, and preconception health, and will begin providing this education to 100% of clients enrolled in these programs.	1.11 Policy Development Identify training resources and/or reliable online information (e.g., from CDPH, CDC, Preconception Health Council of California, etc.) on educating clients about reproductive life planning, contraception, and preconception health. Add reproductive life planning, contraception, preconception, and interconception health to the education that is done with every care coordination program client, and add a place to the assessment form to track that education was provided.	1.11 Policy Development Briefly describe process and sources of information/training on how to educate clients on reproductive life planning, contraception, and preconception, and interconception health. List and briefly describe key pre-natal and post-natal messages and educational materials to be used with care coordination program clients.	1.11 Policy Development Number of clients in each program educated on reproductive life planning, contraception, preconception, and interconception health/total number of newly enrolled clients.

¹ 2016-2020 Title V State Priorities² Title V Requirement³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.12 By June 30, 2018, educational materials/messages will be obtained/developed and distributed to at least 10 medical provider offices/ community based family-serving organizations or community events regarding the importance of early entry into prenatal care and resources available to connect with services including prenatal care.	<p>1.12</p> <ul style="list-style-type: none"> Obtain and/or develop educational materials/messages on the importance of the first nine months, including: <ul style="list-style-type: none"> The importance of early entry into prenatal care Resources available to connect with services including prenatal care Prenatal care benefits available to Medi-Cal beneficiaries Local prenatal care providers, accepting Medi-Cal <p>Distribute educational materials to medical providers and community based organizations to distribute to their patients/clients.</p>	<p>1.12</p> <ul style="list-style-type: none"> Briefly describe process and participants in gathering/developing messages and materials. List and briefly describe selected key messages. List materials that were identified and/or developed. List medical provider offices and community based organizations distributing educational materials to patients/clients. 	<p>1.12</p> <ul style="list-style-type: none"> Number of educational materials gathered or developed, and distributed to partners. Total number of provider offices and total number of community based family-serving organizations distributing materials to patients/clients and families.

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.13 By June 30, 2018, educational materials/messages will be obtained/developed and distributed to at least 10 medical provider offices/ community based family-serving organizations or community events regarding the importance of stopping or reducing substance use during pregnancy and resources available (including MCAH's care coordination program) to connect with services including substance use disorder treatment.	<p>Policy Development 1.13</p> <p>Obtain and/or develop educational materials/messages on:</p> <ul style="list-style-type: none"> • The importance of stopping or reducing substance use during pregnancy • Resources available (including MCAH's care coordination program) to connect with services including substance use disorder treatment • Substance use disorder treatment benefits available to Medi-Cal beneficiaries • Local substance use disorder treatment programs accepting Medi-Cal <p>Distribute educational materials to medical providers and community based organizations to distribute to their patients/clients.</p>	<p>Policy Development 1.13</p> <ul style="list-style-type: none"> • Briefly describe process and participants in gathering/developing messages and materials. • List and briefly describe selected key messages. • List materials that were identified and/or developed. • List medical provider offices and community based organizations distributing educational materials to patients/clients. 	<p>Policy Development 1.13</p> <ul style="list-style-type: none"> • Number of educational materials gathered or developed, and distributed to partners. • Total number of provider offices and total number of community based family-serving organizations distributing materials to patients/clients and families.

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² Title V Requirement
³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet the Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.14 By June 30, 2018, obtain/develop and distribute educational materials/messages to at least 10 medical provider offices/ community based family-serving organizations or community events regarding the importance of seeking treatment for mental illness, and resources available (including MCAH's Healthy Babies Program) to connect with services including mental illness treatment.	Policy Development 1.14 Obtain and/or develop educational materials/messages on: <ul style="list-style-type: none"> • The importance of seeking treatment for mental illness • Resources available (including MCAH's Healthy Babies Program) to connect with services including mental illness treatment • Mental health care benefits available to Medi-Cal beneficiaries • Local mental health care providers accepting Medi-Cal Distribute educational materials to medical providers and community based organizations to distribute to their patients/clients.	Policy Development 1.14 <ul style="list-style-type: none"> • Briefly describe process and participants in gathering/developing messages and materials. • List and briefly describe selected key messages. • List materials that were identified and/or developed. • List medical provider offices and community based organizations distributing educational materials to patients/clients. 	Policy Development 1.14 <ul style="list-style-type: none"> • Number of educational materials gathered or developed, and distributed to partners. • Total number of provider offices and total number of community based family-serving organization distributing materials to patients/clients and families. • Website analytics for resources accessed anonymously on County website pages.

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.15 By June 30, 2018, disseminate 12 messages described in 1.15-17 via social media.	1.15 Collaborate with Community Relations staff to develop a Facebook or other appropriate social media account targeting women of reproductive age and begin disseminating information through it. Utilize Travelling Blue Dot Social Media Campaign Toolkit to determine local use by existing HHSA collaboratives to address maternal mental health.	1.15 Briefly describe process of requesting and planning social media participation. List or describe messages being disseminated via social media.	1.15 Number of followers, likes, shares, etc. via social media. Number of messages disseminated via social media.

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

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Goal 2: Improve preconception health by decreasing risk factors for adverse life course events among women of reproductive age

- Decrease unintended pregnancies¹
- Decrease the burden of chronic disease¹
- Decrease intimate partner violence¹
- Assure that all pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women ²

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet the Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.1-2.3 All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women.	<p>Assurance</p> <p>2.1 Develop MCAH staff knowledge of the system of maternal and perinatal care.</p> <p>Conduct local activities to facilitate increased access to early and quality perinatal care.</p>	<p>2.1 Report the following:</p> <ol style="list-style-type: none"> 1. List of trainings received by staff on perinatal care 2. List activities implemented to increase access of women to early and quality perinatal care 3. Barriers and opportunities to improve access to early and quality perinatal care 	<p>2.1 Describe outcomes of the following:</p> <ol style="list-style-type: none"> 1. Behavior or practice change following receipt of training 2. Activities implemented to increase access to and improve the quality of perinatal care 3. Activities addressing the barriers to improve access to early and quality perinatal care

¹ 2016-2020 Title V State Priorities

² Title V Requirement

³ State Requirement

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Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.2	<p>Maintain and manage a network of perinatal providers, including certified CPSP providers.</p> <p>Provide technical assistance or education to improve perinatal care access and quality of perinatal services.</p> <p>Conduct activities with local provider networks and/or health plans to improve access to and quality of perinatal services including coordination and integration of care.</p>	2.2 Describe local network of perinatal providers, including CPSP providers (e.g. concentration of Medi-Cal Managed Care, Fee-for Service, etc)	2.2 Describe adequacy of current network of perinatal providers in meeting the needs of local maternal population.
		<p>List technical assistance activities provided to perinatal and CPSP providers (e.g. resources, referrals, tracking system for follow-up, assessments, interventions, infant care etc).</p> <p>** If above is not applicable to the local site,</p> <p>Briefly summarize shared activities performed with current provider networks and/or local health plans to improve access to and quality of perinatal services including coordination and integration of care.</p>	<p>Describe improvement/s in provider knowledge or practice following technical assistance on perinatal care access and quality of perinatal services.</p> <p>Describe outcomes of shared activities performed with the perinatal provider networks and/or local health plan in improving access to and quality of perinatal services</p>

¹ 2016-2020 Title V State Priorities
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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	2.3 Conduct face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers or Medi-Cal Managed Care (MCMC) liaison to ensure that protocols are in place and implemented.	2.3 List the types of CPSP provider QA/QI activities conducted during site visits. Identify your MCMC liaison contact Report the number of actual site visits conducted with enrolled CPSP providers and/or MCMC liaison	2.3 Describe the results of QA/QI activities that were conducted.
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
2.4 By June 30, 2018, 100% of women newly enrolled in MCAH's care coordination programs will be screened for intimate partner violence and 100% of those identified as at risk will be referred to a resource for assistance.	2.4 Include questions on intimate partner violence in assessment forms used with care coordination program clients. Make referrals to a local resource for any clients reporting current or past intimate partner violence. Track data on clients' screening assessment responses and referrals made.	Assurance 2.4 Briefly describe the topics related to intimate partner violence addressed in the care coordination program assessments. Briefly describe how referrals were conducted (phone call made, fax or email sent, in-person visit, information provided to client, etc.)	Assurance 2.4 <ul style="list-style-type: none"> Number of clients screened for intimate partner violence/total number of newly enrolled clients. Number of clients referred to a resource for assistance for intimate partner violence/total number of clients identified as at risk for intimate partner violence. Website analytics for online resources accessed

¹ 2016-2020 Title V State Priorities
² Title V Requirement
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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.5 By June 30, 2018, participate in at least one activity to support efforts made by partner organizations to reduce intimate partner violence.	2.5 Activities related to community partner support will be determined based on what activities they undertake. Activities could include supporting efforts to screen intimate partner violence victims for adverse childhood experiences, and connect them with resources, having staff trained in bystander engagement, assisting with efforts to increase awareness of domestic violence and sexual assault, prevent human sex trafficking and/or assisting with disseminating educational materials/information to women (either directly or through other community partners including medical providers)	2.5 Summarize types of activities participated in by staff to support community partner efforts to reduce intimate partner violence (staff support provided, printed materials provided, etc.).	2.5 # of activities participated in by MCAH staff to support efforts to reduce intimate partner violence, and quantification of participation (number of staff hours provided, number and types of printed materials provided, etc.).

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Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.6 By June 30, 2018, at least 70% of Healthy Babies Program clients (who are pregnant or have children age 0-2 and are identified as at risk for a Perinatal Mood and Anxiety Disorder (PMAD)) will be connected with counseling services.	2.6 Assurance Provide care coordination to women referred to the Healthy Babies Program, including conducting an assessment of their needs, referring them to needed services including counseling, following up with the counseling center and the client to ensure needs are being met, and providing updates to the referring provider/organization. Meet regularly with key staff from partner counseling centers to troubleshoot barriers to connecting clients to services.	2.6 Assurance Brief description of the types of services women are connected with. Brief description of barriers and successes related to care coordination and connection to services.	2.6 Assurance Number of women connected to counseling services/total number of newly enrolled Healthy Babies Program clients who are pregnant or have children age 0-2 and are identified as at risk for a PMAD). Description of potential solutions to the barriers and challenges to care coordination, and outcomes of implementing these solutions.
2.7 By June 30, 2018, 100% class participants for women experiencing perinatal mood and anxiety disorders will report an increase in knowledge on attachment and bonding and healthy coping skills and report an intent to change behavior.	2.7 Policy Development Offer weekly classes open to Healthy Babies Program clients and other pregnant or parenting women who are experiencing perinatal mood and anxiety disorders. The classes will cover attachment and bonding as well as topics related to healthy coping skills, such as nutrition, physical activity, chronic disease prevention, body image, coping with stress, and emotional refueling.	2.7 Policy Development Brief description of the evaluation tool conducted during weekly classes to measure knowledge increase and intent to change behavior.	2.7 Policy Development Percent of evaluations indicating knowledge gain and intent to change behavior.

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.8 By June 30, 2018, participate in at least two community events and distribute educational materials/information to event attendees to raise awareness of perinatal mood and anxiety disorders, the need for treatment, and the availability of resources.	2.8 Policy Development Participate in at least two community events to distribute information and educational materials about perinatal mood and anxiety disorders and the Healthy Babies Program.	2.8 Policy Development <ul style="list-style-type: none"> List community events attended and include brief description of target audience and attendance. List or describe PMAD awareness messages being disseminated. 	2.8 Policy Development <ul style="list-style-type: none"> Number of educational materials distributed at community events. Number of referral resources distributed at community events. Number of community events attended.

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

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Goal 3: Reduce infant morbidity and mortality

- Reduce pre-term births and infant mortality¹
- Increase infant safe sleep practices¹
- Increase breastfeeding initiation and duration¹

The shaded area represents required activities. Nothing is entered in the shaded areas, except for FIMR LHJs.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
3.1-3.2 All infants are provided a safe sleep environment	3.1 Assurance Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services ³ .	3.1 (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	
	3.2 Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health ³ .	3.2 Provide staff member name and date of attendance at SIDS Annual Conference/SIDS training(s) and other conferences/trainings related to infant health.	3.2 Describe results of staff trainings related to infant health.

¹ 2016 2020 Title V State Priorities
² Title V Requirement
³ State Requirement

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Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
3.3	By June 30, 2018, at least 25 community members will receive training, and will demonstrate an overall increase in knowledge of SIDS risk reduction and infant safe sleep, and intent to change behavior as measured by pre- and post-test responses.	<p>Policy Development</p> <p>3.3</p> <p>Provide SIDS education and resources to at least 25 community members, such as parents, expectant parents, foster parents, childcare providers, emergency personnel, healthcare professionals, public health professionals, and others involved in the lives of children under age one.</p> <p>Conduct pre- and post-test among training attendees to measure knowledge gain and intent to change behavior.</p>	<p>Policy Development</p> <p>3.3</p> <ul style="list-style-type: none">List dates and locations of presentations.Briefly describe SIDS resources distributed and the number given to parents and/or partner agencies.Briefly describe the evaluation process used to measure knowledge gain and intent to change behavior.
3.4	By June 30, 2018, at least 30% of care coordination program clients identified as using/abusing substances will be connected with substance use disorder treatment services. (Clients include women of reproductive age who are using/abusing substances.)	<p>Assurance</p> <p>3.4</p> <p>Provide care coordination to women referred to care coordination programs, inclusive of:</p> <p>needs assessment</p> <p>referral needed services including substance use disorder treatment.</p> <p>follow up with the substance use disorder treatment agency and with the client to ensure needs are being met,</p> <p>updates to the referring provider/organization.</p>	<p>Assurance</p> <p>3.4</p> <ul style="list-style-type: none">Number of women connected to substance use disorder treatment services/total number of newly enrolled clients.Track access of referral resources on website using analytics for clients that “anonymously” access the website.

¹ 2016-2020 Title V State Priorities² Title V Requirement³ State Requirement

Fiscal Year: 2017-18

Agency: Shasta County HHS Public Health Branch
Agreement Number: 201745

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
For FIMR LHJs Only: 3.5-3.7 Preventable fetal, neonatal and postneonatal deaths will be reduced.	For FIMR LHJs Only: Assessment 3.5 Complete the review of at least ___ cases, which is approximately ___ % of all fetal, neonatal, and postneonatal deaths.	For FIMR LHJs Only: Assessment 3.5 Submit number of cases reviewed as specified in the Annual Report table.	For FIMR LHJs Only: Assessment 3.5 Submit periodic local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).
	Assurance 3.6 Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and postneonatal deaths, and make recommendations to address these factors.	Assurance 3.6-3.7 Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.	
	3.7 Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.		
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

Fiscal Year: 2017-18

Agency: Shasta County HHSA Public Health Branch
 Agreement Number: 201745

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
For FIMR LHJs Only: 3.8 One objective addressing the development of interventions to prevent fetal, neonatal, and postneonatal deaths is required here.	For FIMR LHJs Only: 3.8 Based on CRT recommendations, identify and implement at least one intervention involving policy, systems, or community norm changes here.	For FIMR LHJs Only: 3.8 Develop process measures for applicable intervention activities here.	For FIMR LHJs Only: 3.8 Develop short and/or intermediate outcome-related performance measures for the objectives and activities here.

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

Fiscal Year: 2017-18

Agency: Shasta County HHSA Public Health Branch
 Agreement Number: 201745

Goal 4: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight

- Increase consumption of a healthy diet¹
- Increase physical activity¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
4.1 By June 30, 2018, meet at least quarterly with staff from at least two existing programs or collaboratives related to overweight/obesity prevention or nutrition and physical activity promotion.	4.1 Meet with key staff from overweight/obesity prevention and nutrition and physical activity programs, collaboratives or managed Medi-Cal to explore opportunities for coordination and mutual support.	4.1 <ul style="list-style-type: none"> List number of meetings held (including dates and times and number of programs, collaboratives or managed Medi-Cal in attendance. List discussion topics, activities, and describe any collaborative efforts resulting from meetings. 	4.1 <ul style="list-style-type: none"> Number of nutrition and physical activity programs, collaboratives or managed Medi-Cal a relationship is established with, and number of meetings held with each.

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

Agency: Shasta County HHSA Public Health Branch
Agreement Number: 201745

Fiscal Year: 2017-18

Goal 5: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs

- Reduce unintentional injuries¹
- Reduce child abuse and neglect¹
- Provide developmental screening for all children¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
5.1 By June 30, 2018, participate in at least 12 activities supporting the work of the Strengthening Families Collaborative – a community collaborative focused on reducing adverse childhood experiences and increasing protective factors in families.	5.1 Participate in the Strengthening Families Collaborative and provide a coordinator to provide certain backbone support functions and support the efforts of collaborative member organizations who are: <ul style="list-style-type: none"> • Incorporating Strengthening Families Protective Factors Framework into the work they do with families, • Developing messages and tools for others to use in order to educate about protective factors, including resources available to meet families' needs, and • Hosting parent cafes where parents can make connections and share knowledge with other parents about parenting and other issues 	5.1 Submit a Collaborative Survey for the Strengthening Families Collaborative reporting on participation, objectives, activities, and accomplishments (on file)	5.1 List any policies, products, or systems developed or modified by the Strengthening Families Collaborative or by MCAH staff in support of the Strengthening Families framework or a Collaborative goal or objective in order to improve infrastructure and address adverse childhood experiences. A coordinator (an MCAH staff person) was provided for backbone support functions and to support the efforts of collaborative member organizations Participate in at least 12 activities supporting the work of the Strengthening Families Collaborative
5.2 By June 30, 2018, identify and implement at least two	5.2	5.2	5.2

¹ 2016-2020 Title V State Priorities

² Title V Requirement

³ State Requirement

Agency: Shasta County HHS Public Health Branch
Agreement Number: 201745

Fiscal Year: 2017-18

Short and/or Intermediate Objective(s)	Intervention Activities to Meet the Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
additional activities to reduce adverse childhood experiences.	Work with Public Health leadership and community partners to identify other activities to conduct in order to reduce adverse childhood experiences (ACEs). Other activities could include coordinating and supporting medical providers to conduct ACE screening and refer patients to needed services, organizing a community awareness campaign around one or more aspects of ACEs, organizing a conference or community forum related to ACEs, etc.	Briefly describe the reason(s) for selecting activities identified that will help to achieve the goal of reducing adverse childhood experiences and methods used to measure success.	<ul style="list-style-type: none"> Number of additional activities implemented to reduce adverse childhood experiences. Report on results of evaluation measures conducted for newly identified activities to reduce adverse childhood experiences.
5.3: CHILD PASSENGER SAFETY PROGRAM By June 30, 2018, 125 low income families residing in Shasta County will receive car seats (convertible and/or booster) and demonstrate correct use.	Policy Development 5.3 Intervention activities include: <ul style="list-style-type: none"> Assist in the coordination of collaborative meetings Participate in teleconferences conducted by VOSP (Vehicle Occupant Safety Program) with the CDPH to maintain knowledge of current car seat legislation and best practices Collect and update health education materials for educating the participants of the car seat classes 	Policy Development 5.3 Process measures include: <ul style="list-style-type: none"> Description of collaborative meetings, strategies and participants Description of materials and resources that were collected, updated, and/or distributed for car seat classes Description of the process and the number of participants in car seat classes 	Policy Development 5.3 Evaluation measure includes: <ul style="list-style-type: none"> Number of families receiving car seats (convertible and/or booster) and demonstrating correct use _____/125

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

Fiscal Year: 2017-18

Agency: Shasta County HHSA Public Health Branch
 Agreement Number: 201745

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> Maintain a list of current resources for free car seats and for locations of car seat installations available in Shasta County Purchase car seats for distribution to low income families Offer car seat classes to HHSA and community agencies/programs as appropriate Track number of participants in car seat classes 		
5.4 CHILD PASSENGER SAFETY/CAR SEAT EDUCATION By June 30, 2018, The following will have increased knowledge on child passenger safety laws, traffic safety and will demonstrate correct use and installation of car seats. <ul style="list-style-type: none"> Health and Human Services Agency (HHSA) Social Workers employed with Children's Services Branch 	ASSURANCE 5.4: Intervention activities include: <ul style="list-style-type: none"> Track number of participants in child passenger safety & car seat classes 	ASSURANCE 5.4: Process measures include: <ul style="list-style-type: none"> Briefly describe the successes, barriers and challenges conducting classes Maintain records of sign-in sheets 	ASSURANCE Number of HHSA Social Workers employed with Children's Services Branch that have increased knowledge & education on child passenger safety and have demonstrated correct use and installation of car seats. _____/50

¹ 2016-2020 Title V State Priorities
² Title V Requirement
³ State Requirement

Goal 6: Promote and enhance adolescent strengths, skills, and supports to improve adolescent health.

- Decrease teen pregnancies¹
- Reduce teen dating violence, bullying and harassment¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
6.1 By June 30, 2018, meet with staff or representatives from reproductive health collaborative, mental illness destigmatization and suicide prevention programs to identify at least two activities that support and promote reproductive health, access to reproductive health services and mental health for youth.	6.1 Meet with key staff from mental health, reproductive health collaborative and suicide prevention related programs to explore opportunities for coordination and mutual support. Review and share data on STD and suicide among adolescents and young adults. Assist with suicide collaborative bullying prevention youth activity. Redesign and promote community youth information on website for youth in Shasta County.	6.1 <ul style="list-style-type: none"> List names of organizations/community groups who attend meetings, meeting dates and times (schedule), and agenda topics of discussion. Briefly describe activities identified that will help to achieve the goal of reducing teen pregnancies, teen dating violence, bullying, mental health hospitalizations and suicide deaths among youth. Redesign of teen website and list of programs and information promoted on teen website to connect teens to agency and community prevention information and programs. 	6.1 <ul style="list-style-type: none"> Number of programs/ organizations/ groups with whom a collaboration or partnership was established. Report on results of any evaluation measures conducted for newly identified activities to reduce teen pregnancies, teen dating violence, bullying, mental health hospitalizations and suicide deaths among youth.

¹ 2016-2020 Title V State Priorities² Title V Requirement³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
6.2 By June 30, 2018, decrease risk factors and increase protective factors and knowledge and skills related to substance use prevention among two elementary schools by an average of both school combined scores of 0.3 points on a 1 to 5 Likert scale.	<p>6.5 Provide support to schools and educate elementary age students on the negative effects of alcohol, tobacco and other drug use during preadolescence and adolescence and promote protective factors.</p> <p>Administer pre-post Likert scale evaluation tools among students at the beginning and end of each educational events.</p> <p>Work with HHSA's evaluation staff to evaluate results from the pre-post Likert scale evaluation tools.</p>	<p>6.5 Policy Development</p> <ul style="list-style-type: none"> Briefly describe the processes to measure changes. List the schools we're partnering with to provide support and education. 	<p>6.5 Policy Development</p> <ul style="list-style-type: none"> Average change in scores of risk and protective factors as measured by pre and post survey responses/0.3. Average change in knowledge of harmful effects of substance use and social and peer resistance skills as measured by pre and post knowledge test responses/0.3.

¹ 2016-2020 Title V State Priorities

² Title V Requirement

³ State Requirement

Exhibit 11

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 201745

Date Current Contract Expires: June 30, 2018

Previous Contract Number (if applicable): 201645

CDPH Program Name: MCAH

Contractor's Name: Shasta County HHSA, Public Health Branch

CDPH Program Contract Manager: Clarissa Tsang

Maternal, Child & Adolescent Health Program

1615 Capitol Avenue, 5th Floor,

Contractor's Complete Address: 2650 Breslauer Way

P.O. Box 997420, MS Code 8305, Sacramento, CA 95899-7420

Redding, CA 96001

CDPH Program Contract Manager's Telephone Number: (916) 322-2056

Contractor's Contact Person: Nicole Bonkrude, MCAH Coordinator

Date of this Report: 04/21/2017

Contact's Telephone Number: (530) 225-5177

(THIS IS NOT A BUDGET FORM)

[illegible]

INSTRUCTIONS FOR CDPH 1204

(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.



KAREN SMITH, MD, MPH
Director & State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

January 31, 2017

Tracy Tedder
HHS Branch Director
Shasta County
1810 Market St
Redding, CA 96001

Dear Tracy Tedder:

Thank you for submitting your Indirect Cost Rate (ICR) documentation to the California Department of Public Health (CDPH). CDPH is excited to have a standardized process that allows each Local Health Department (LHD) to use the negotiated ICR for all contracts, unless the IRC is otherwise designated by state or federal statutes, regulations, or specific grant guidelines, with CDPH.

For Fiscal Year (FY) 2017-2018, CDPH has accepted the documentation you have provided and, on a one-year basis, will approve your ICR proposal as follows:

25.0% calculated based on Salaries, Wages and Fringe Benefits

Please note, the rate you provided was approved up to the maximum allowed by CDPH policy (up to 25% for ICR calculated based on Salaries, Wages and Fringe Benefits and up to 15% for ICR calculated based on Allowable Total Direct Costs).

We look forward to working with you to document your approved ICR in CDPH contracts with a start date of July 1, 2017 or later.

If you have any questions, contact CDPH at CDPH-ICR-Mailbox@cdph.ca.gov.

Thank you,

Jaana H. Brown, FMB-Accounting Services Section Chief
California Department of Public Health

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 4/21/2017

Agency Name: Shasta County Health and Human Services Agency

Contract/Agreement Number: 201745

Contract Term/Allocation Fiscal Year: 2017-18

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget.

 % Fixed Percent of:

☐ Total Personnel Costs:

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25% Fixed Percent of:

☒ Total Personnel Costs:

☐ Total Allowable Direct Costs:

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

 % Fixed Percent of:

☐ Total Personnel Costs (Includes Fringe Benefits)

☐ Total Personnel Costs (Excludes Fringe Benefits)

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Shasta County's MCAH program will calculate it's ICR by the approved CDPH rate of 25% times the total of employee's billed salaries and benefits for the quarter.

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Signature: _____

Printed First & Last Name: _____

Title/Position: _____

Date: 12/1/2017

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Law and Justice-8.

SUBJECT:

Resolution Declaring Local Emergency No Longer Exists

DEPARTMENT: Sheriff

Supervisory District No. : 2

DEPARTMENT CONTACT: Anthony Bertain, Lieutenant (530) 245-6095

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Adopt a resolution declaring the termination of the March 6, 2018 proclamation of a local emergency and find that the current conditions no longer warrant the need to continue the proclamation pursuant to Government Code 8630(d).

SUMMARY

The conditions that arose and resulted in the February 28, 2018 proclamation of local emergency, ratified by the Board of Supervisors on March 6, 2018, have been rendered safe. There is no need to continue the proclamation.

DISCUSSION

On February 26, 2018, explosive materials of an unknown age and unknown stability were identified at associated outbuildings located in close-proximity to a residential structure located at the incident Property. The Shasta County Explosive Ordinance Disposal (EOD) team evaluated the discovery and determined that stockpiles of highly explosive materials and associated materials which included blasting caps, detonation cord, smokeless powder, etc., (collectively the “Materials”) were stored on the Property.

Further evaluation by the EOD team on February 27, 2018 resulted in the decision to order mandatory evacuations within a ½ mile radius of the Property as remediation and disposal of the Materials were undertaken by the EOD team. Approximately 150 pounds of explosives were safely destroyed by the EOD team, however there remained approximately 150 to 200 pounds of Materials at the Property. These remaining Materials were in an extremely cramped and cluttered environment which made for investigation, remediation, safe removal, and other safety problems that required the continuing application of multiple local and state resources.

A determination was made to secure the Property and lift the mandatory evacuations as the EOD team, in conjunction with our local and state partners, evaluated and developed a remediation plan to render the Property safe.

On February, 28, 2018, a meeting was conducted with the Emergency Management Council. Upon the conclusion of the meeting it was determined, with the remaining explosives on scene, the least dangerous method to render the Property safe was to destroy the two story outbuilding through a controlled burn. The Sheriff’s Office remained in unified command with the

Happy Valley Fire Department for this event.

A detailed plan was developed by staff for evacuation, sheltering needs, incineration, re-population and determining how the property and area would be deemed safe. Multiple variables (weather and location) were taken into consideration in the planning. The EOD Team worked diligently, in harm's way, to remove as much explosive items as possible from the two story outbuilding working a majority of the time in cramped and unsanitary conditions while also dealing with extreme weather conditions which increased the danger of handling the explosive items. The team was even forced to postpone one of the planned detonations of some of the explosives due to the weather.

It was determined the best day to conduct this controlled burn would be Monday, March 5, 2018. The evacuation radius for the burn was one-half mile, which directly impacted about 100 homes in the area and forced the closure of the Happy Valley Union Elementary School District. Even with detailed planning and removal of as much explosive items as possible, there still remained the possibility of detonation of the remaining explosives; as such evacuations that were ordered again on March 5th remained in place until the conclusion of the controlled burn. Air quality monitoring was set in place to record air samples before, during and after the burn.

On Monday, March 5, 2018, at about 1042 hours, The EOD Team initiated the controlled burn. A water curtain was turned onto the main house in effort to protect it from damage. At about 1046, it was reported there was positive ignition from the remote ignitors. As a result, the two story outbuilding was successfully destroyed. Additionally, a conex box and an uninhabitable trailer were also destroyed due to the fire.

Air quality samples taken of the area during the burn operation revealed no negative impact to air quality. At 1500 hours, the evacuation order was lifted and all residents were allowed to return home. Upon inspection of the main residence there was no significant damage noted from the fire. A small road closure remained in effect until the EOD Team could return to the scene the following day and safely check the area.

On Tuesday, March 6, 2018, the EOD Team returned to the scene and conducted a meticulous search of the area. While searching the remains of where the two story outbuilding once stood, the EOD Team located a partially damaged, unexploded, hand grenade. The EOD Team was able safely destroy the hand grenade on scene. At about 1400 hours, the scene was declared safe and the remaining road closure was lifted.

Shasta County Environmental Health will be working with the property owner to ensure the site is cleaned up in a timely manner.

At this time it is recommended that the Board of Supervisor's adopt a resolution declaring the local emergency no longer exists.

ALTERNATIVES

There are no recommended alternatives.

OTHER AGENCY INVOLVEMENT

Other agency involvement included, but was not limited to: Happy Valley Fire Department, Shasta County Department of Public Works, Shasta County Resource Management-Environmental Health and Air Quality, Shasta County Fire/Cal Fire, California Highway Patrol, Redding Police Department, California Office of Emergency Services, County Counsel, Shasta County Administration, the Shasta County Board of Supervisors, California Air Resource Board (CARB,) Anderson, Police Department, Happy Valley Citizens Volunteer Patrol (CVP), Shasta County Sheriff's Office Search and Rescue, Redding Fire Department, Shasta Cascade Hazardous Materials Response Team (SCHMRT), Shasta Area Safety Communications Agency (SHASCOM), Dignity Health, American Medical Response (AMR), American Red Cross, Blue Star Gas, Pacific Gas and Electric, Clear Creek Community Services District, and Shasta County Health and Human Services Agency - Public Health.

FINANCING

Costs associated with this incident have not been determined at this time.

ATTACHMENTS:

Description

Upload Date

Description

Resolution Declaring

Resolution Declaring Local Emergency No Longer Exists

3/8/2018

Local Emergency No
Longer Exists

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA DECLARING THE LOCAL EMERGENCY DUE TO THE DISCOVERY OF EXPLOSIVES AND OTHER ITEMS RELATED TO EXPLOSIVES IN AN OUTBUILDING LOCATED AT 5747 HAPPY VALLEY RD NO LONGER EXISTS

WHEREAS, Section 2.72.060, Shasta County Code of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency if the board of supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property arose within the County of Shasta when on February 26, 2018, explosives associated materials of an unknown age and unknown stability were identified at associated outbuildings located in close-proximity to a residential structure located at 5747 Happy Valley Road, Anderson, in an unincorporated area of the County of Shasta (the "Property"); and

WHEREAS, the Shasta County Explosive Ordnance Disposal (EOD) team conducted a preliminary evaluation and determined that stockpiles of highly explosive materials and associated materials were located at the Property; and

WHEREAS, assessment by the EOD team found that these large quantities of varied volatile and potentially explosive materials were deteriorated and unstable and these varied volatile and potentially explosive materials were in an extremely cramped and cluttered environment, presenting investigation, remediation, safe removal, and other safety problems that required the continuing application of multiple local, state, and federal resources; and

WHEREAS, the highly explosive, unstable materials that were identified created conditions of extreme peril directly endangering persons and property within the unincorporated areas of the County; and

WHEREAS, the Board of Supervisors was not in session and the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the discovery of these highly explosive materials and associated materials on February 28, 2018 at 3:50 p.m.; and

WHEREAS, on Monday, March 5, 2018 action was successfully taken to effect a controlled burn of the outbuilding located at the Property and after the controlled burn was determined successful residents were allowed to return their homes with a small section of the area still being under a soft closure for follow-up and verification that no threat remained; and

WHEREAS, the Board of Supervisors ratified the Director of Emergency Services proclamation on March 6, 2018 and the local emergency was continued until such time that EOD

Resolution No. 2018-_____

Page 2

personnel could thoroughly examine and search the remains of the outbuilding to deem no additional threat existed; and

WHEREAS, on Tuesday, March 6, 2018, after a thorough search of the area it was deemed safe by local officials and all restrictions were lifted.

NOW, THEREFORE, BE IT RESOLVED, that the conditions that caused the emergency declaration have since passed and the local emergency is deemed to no longer exist.

DULY PASSED AND ADOPTED this _____ day of _____, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Public Works-9.

SUBJECT:

Ash Creek Road at Sacramento River Overflow Bridge - Geotechnical Services

DEPARTMENT: Public Works

Supervisory District No. : 5

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Take the following actions regarding the “Ash Creek Road at Sacramento River Overflow Bridge Replacement Project,” Contract No. 703921: (1) Find the geotechnical site investigation categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15306, Class-6-Information Collection; and (2) approve and authorize the Chairman to sign a two-year agreement with Yeh and Associates Consultants, Inc. in an amount not to exceed \$61,486 to provide geotechnical services from the date of signing through March 11, 2020.

SUMMARY

A geotechnical investigation is proposed to replace the Ash Creek Road at Sacramento River Overflow Bridge.

DISCUSSION

The Ash Creek Road at Sacramento River Overflow Bridge spans a side channel of the River near Cottonwood. Replacement is proposed. In November 2017, the County issued a request for proposals (RFP) for geotechnical services. Seven proposals were received. The proposals were evaluated based upon: understanding of the work; experience with similar kinds of work; quality of staff; capability of developing innovative or advanced techniques; familiarity with state and federal procedures; and demonstrated technical ability. Yeh and Associates Consultants, Inc. was deemed to be the most qualified firm to complete the work. The attached agreement has been negotiated and is recommended for approval. The proposed CEQA determination only considers the geotechnical investigation itself. A CEQA study for the larger project is in progress.

ALTERNATIVES

The Board may decline to award the agreement at this time. Geotechnical data is needed to design the bridge.

OTHER AGENCY INVOLVEMENT

Caltrans oversees project funding and reviewed the agreement for federal compliance. County Counsel has approved the

agreement as to form. Risk Management has reviewed and approved the agreement. The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of the bridge replacement project is estimated to be \$1,420,000. The bridge is eligible for 88.53% federal funding. The remaining match will be provided from the road fund. Adequate funds were included in the Adopted 2017/18 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Yeh and Associates Consultants, Inc. Agreement	3/5/2018	Yeh and Associates Consultants, Inc. Agreement

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
YEH AND ASSOCIATES CONSULTANTS, INC.**



**TO PROVIDE GEOTECHNICAL SERVICES
FOR THE ASH CREEK ROAD AT SACRAMENTO RIVER OVERFLOW
BRIDGE REPLACEMENT PROJECT**

**FEDERAL AID PROJECT NO. BRLS-5906(111)
COUNTY PROJECT NO. 703921**

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ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Yeh and Associates Consultants, Inc.
Incorporated in the State of Colorado.

The Project Manager for the "CONSULTANT" will be Jon Blanchard.

The Contract Administrator for COUNTY will be Stuart Davis.

- B. The work to be performed under this contract is described in Article VI entitled Statement of Work/Responsibilities of Consultant.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II INDEMNIFICATION

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this contract by CONSULTANT, or by any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against COUNTY, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this contract by CONSULTANT, or any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any Subcontractor, or in any capacity. CONSULTANT shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to CONSULTANT's "independent Contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this contract.
- B. For professional services provided under this contract, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this contract to the extent allowed by Civil Code 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor, and nothing in this contract is intended nor shall be construed to create an employer-employee

relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONSULTANT performs the work or services that are the subject matter of this contract; provided, however, that the work or services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of COUNTY is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONSULTANT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under COUNTY's workers' compensation insurance plan nor shall CONSULTANT be eligible for any other COUNTY benefit. CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel under the terms and conditions of this contract.

ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this contract is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of COUNTY. The waiver by COUNTY of any breach of any requirement of this contract shall not be deemed to be a waiver of any other breach.

ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES

- A. This contract supersedes all previous contracts relating to the subject of this contract and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in entering into and executing this contract, CONSULTANT relies solely upon the provisions contained in this contract and no others.
- B. No changes, amendments, or alterations to this contract shall be effective unless in writing and signed by both parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this contract and do not cause an increase to the maximum amount payable under this contract may be agreed to in writing between CONSULTANT and Public Works Director, provided that the amendment is in substantially the same format as the COUNTY's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this contract are for reference purposes only and shall not affect the meaning or construction of this contract.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this contract and the provisions of any of this contract's exhibits or appendices, the provisions of this contract shall govern.

ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT

- A. Pursuant to the terms and conditions of this contract, CONSULTANT shall provide geotechnical services, including subsurface investigations, as described in the attached Scope of Work (Exhibit A).
- B. CONSULTANT shall submit deliverable items according to the following schedule:

Task	Start Date	Date Complete
Initiation-Coordination	Friday, April 13, 2018	Friday, April 27, 2018
Field work	Monday, April 30, 2018	Friday, May 04, 2018
Memo- PFR	Monday, May 07, 2018	Friday, May 18, 2018

Lab, Evaluation, Report	Monday, May 21, 2018	Friday, June 29, 2018
Final report and LOTB		Monday, April 01, 2019

- C. CONSULTANT shall perform all services provided for in this contract in accordance with the Foundation Reports for Bridges, by State of California Department of Transportation ("Caltrans") dated December 2017 ("FRB"). For purposes of this contract, all references in the FRB to Caltrans shall be changed to COUNTY.
- D. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this contract shall contain the numbers and dollar amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, contract number, and dollar amount. If more than one document or report is produced under this contract, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

ARTICLE VII RESPONSIBILITIES OF COUNTY

- A. Pursuant to the terms and conditions of this agreement COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. Pursuant to the terms and conditions of this agreement COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this agreement.
- C. Pursuant to the terms and conditions of this agreement COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator at least once a month. The report must be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as directed by COUNTY's Contract Administrator, to discuss progress on the contract.

ARTICLE IX PERFORMANCE PERIOD

- A. This agreement shall go into effect upon the date of signing by the Chairman of the Shasta County Board of Supervisors, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on March 12, 2020 unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and

equipment described in Article VI Statement of Work/Responsibilities of Consultant of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article XI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the address noted in Article XLIV Notification.
- E. The total amount payable by COUNTY shall not exceed \$61,486.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XI TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$61,486.

ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE XV SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XVI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XVIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XX STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the contract shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment.
- E. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- F. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

- G. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

ARTICLE XXI DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XXII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article XI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XXIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXIV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain

DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this contract is 3%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract

Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

ARTICLE XXV CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXVI DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXVII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXVIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIX INSURANCE

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. CONSULTANT shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CONSULTANT pursuant to this contract.
- E. With regard to all insurance coverage required by this contract:
- (1) Any deductible or self-insured retention exceeding \$25,000 for CONSULTANT or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this contract.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONSULTANT or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this contract and continue coverage for a period of three years after the expiration of this contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, CONSULTANT or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this contract.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to

Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) CONSULTANT shall provide County with an endorsement or amendment to CONSULTANT's policy of insurance as evidence of insurance protection before the effective date of this contract.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this contract. In the event any insurance coverage expires at any time during the term of this contract, CONSULTANT shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this contract or for a period of not less than one year. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this contract, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, CONSULTANT shall provide County a certificate of insurance reflecting those limits.
- (8) Any of CONSULTANT's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

ARTICLE XXX OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXXI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXXII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been

issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXIV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXV RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXVI COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

ARTICLE XXXVII PROPERTY TAXES

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

ARTICLE XXXVIII LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

ARTICLE XXXIX AGREEMENT PREPARATION

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

ARTICLE XL COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of CONSULTANT to disclose financial interests and to recuse from influencing any COUNTY decision which may affect CONSULTANT'S financial interests. If required by the COUNTY'S Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, et seq.

ARTICLE XLI SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or COUNTY ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

ARTICLE XLII COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

ARTICLE XLIII USE OF COUNTY PROPERTY

CONSULTANT shall not use COUNTY premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CONSULTANT'S obligations under this agreement.

ARTICLE XLIV NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Yeh and Associates Consultants, Inc.
Jon Blanchard
391 Front Street, Suite D
Grover Beach, CA 93433
Phone: 805-481-9590

COUNTY:

Shasta County Department of Public Works
Stuart Davis, Contract Administrator
1855 Placer Street
Redding, CA 96001
Ph: (530) 225-5661 Fax: (530) 225-5667
E-mail: sdavis@co.shasta.ca.us

Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

ARTICLE XLV CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire contract which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

SIGNATURE PAGE FOLLOWS

ARTICLE XLVI SIGNATURES

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this contract on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this contract and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California


ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By:  3/2/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  03/05/18
James Johnson
Risk Management Analyst III

CONSULTANT

Yeh and Associates Consultants, Inc.

By: 

Print Name: Shan-Tai Yeh

Title: President

Date: 2/26/18

Tax I.D. #: 84-1498347

By: 

Print Name: Lih-Ling Yeh

Title: Secretary

Date: 2/26/18

Exhibit A

Scope of Work

1. SCOPE OF WORK

1.1 PROJECT UNDERSTANDING AND GEOTECHNICAL CONSIDERATIONS

The Ash Creek Road Bridge crosses the Sacramento River overflow approximately 13 miles east of Interstate 5 and 1 mile east of Balls Ferry Road, near Anderson, California as discussed in the RFP. The existing crossing is a five-span, 151-foot-long by 24.6-foot-wide, reinforced concrete T-girder bridge. The General Plan in the RFP shows that the bridge will be replaced with a new four span, 152-foot-long, 34.83-foot-wide, reinforced concrete slab bridge. The proposed bridge will be on the same alignment, both horizontal and vertical as the existing bridge.

The existing reinforced concrete bridge spans the Sacramento River Overflow. The overflow area is planted in mature walnut trees and appears to be stable and not experiencing frequent flows. The southern wing wall of the easterly abutment is tilting slightly in the direction of the channel, indicating some instability in the abutment fill. The four 2-column bents have been seismically retrofitted, with in-fill walls cast between the columns. There are no As-Built Plans for the existing bridge.

1.2 INNOVATIONS AND APPROACH

- 1) The subsurface conditions are likely to consist of alluvial soils consisting of sands, silts, clays, gravels and cobbles. The field exploration program will consist of drilling a single boring behind each of the existing abutments and at the three proposed pier locations within the overflow channel. Field exploration will be performed using a drill rig equipped for hollow stem auger and HQ series rock coring tooling if needed. Characterization of the gravelly soils is important to providing efficient and reasonable data needed for the foundation design that takes advantage of those materials that can result in a stronger foundation, and to characterize the size and hardness of cobbles and boulder for construction.
- 2) The General Plan in the RFP shows the new bridge being supported on spread footings. Good characterization of the gravelly soils will be needed to provide a reasonable estimate of whether spread footings can provide suitable support for the bridge. Settlements will be evaluated using the elastic-strain method with semi-empirical modifications to account for gravelly or cemented material. These methods are appropriate and consistent with the AASHTO LRFD Bridge Design Specifications. Published information shows that elastic strain methods provide more realistic estimates of settlement than consolidation theory or conservative estimates that model gravel as sand, as commonly done. This approach will allow us to recommend whether spread footings will reliably provide suitable foundation support for the bridge.
- 3) Constructing a bridge on an existing alignment can present challenges associated with phasing the bridge construction and having adequate room to store materials and operate large equipment, such as cranes and offloading trucks. Environmental considerations, constructability, project schedule and budget are all important elements in the evaluation of foundation alternatives by the design team. It is important that right of way, environmental studies, and site constraints consider design and construction methods so that there is adequate room for equipment, material storage and staging of the construction. We will cooperate and work closely with the County and design team to help move the project forward, to consider alternatives associated with environmental constraints and site access when needed, and be available to respond to questions or clarifications during construction.

1.3 DETAILED TASKS

Yeh will perform field exploration, laboratory testing, and geotechnical analyses as a basis for preparation of a Preliminary Foundation Report, Bridge Foundation Report and the Log of Test Borings sheet for the design of this project. The reports will be prepared in accordance with the Caltrans 2017 Foundation Reports for Bridges tailored to County requirements and needs. The scope of work to prepare these deliverables is as follows:

- 1) **Project Initiation and Pre-field Activities.** Consult with the County to initiate the project, collect background information that may be pertinent to the geotechnical evaluation, coordinate site access, schedule field exploration activities, and review the scope for geotechnical services. This proposal assumes that site access and any permits required for the work will be provided to us. Yeh will provide a letter and Field Exploration Plan describing the proposed field exploration and access requirements to assist the County with obtaining access or permits.

A Health and Safety Plan will be prepared for the field investigation program. Yeh will visit the site, mark the boring locations and contact Underground Service Alert (USA) to perform utility clearances prior to the commencement of the field investigation. The field work will be scheduled with the drilling and traffic control subcontractors and County.

- 2) **Subsurface Investigation.** Perform a 4-day field exploration program to drill a total of 5 borings and provide subsurface information for foundation design. One boring will be drilled at each proposed pier and abutment location to depths of up to 80 feet at pier locations and 100 feet at abutment locations. The plan for the field exploration is shown on Plate 1.

The holes will be drilled using a rig equipped with 8-inch hollow stem auger and HQ series rock coring tooling if needed. The borings will be sampled at selected intervals using standard penetration test and California type drive samplers and/or thin-walled tube samples, depending on the soil conditions encountered. Rock coring will be provided if hard bedrock conditions that preclude adequate drive sampling are encountered. The holes will be backfilled with bentonite-cement grout upon completion of the drilling. Cuttings from the drilling will be collected and appropriately disposed of offsite.

The traffic control will be in accordance with Caltrans "Traffic Control System for Lane Closure on Two Lane Conventional Highways", 2015 Standard Plan T13 (15 is for a moving closure) for the two borings in the roadway.

- 3) **Laboratory Testing.** Review results of field exploration program, boring logs, soil samples and photos and assign laboratory tests to characterize the subsurface conditions for foundation design, roadway approaches and pavements. Testing will be performed at our laboratory in Grover Beach and through agreements with Cal Poly at San Luis Obispo and Cooper Laboratory in Palo Alto, CA. The table below lists the possible soil tests and quantities that will be performed. The actual assignments and numbers of tests will be selected based on results of the field exploration program.

Classification		Strength		Corrosion/Subgrade	
Test	Qty	Test	Qty	Test	Qty
Moisture-Unit Weight	20	CU Triaxial (3-stage)	4	Corrosion	5
#200 Wash	6	UU Triaxial (1 pt)	2	R-value	1
Mechanical Sieve	6	Remolded sample	1		
Atterberg Limits	3				

- 4) **Memo-Preliminary Foundation Recommendations:** After completion of the field work, perform limited foundation analyses and prepare a memorandum with Preliminary Foundation Recommendations. The report will provide input to the Structure Type Selection process and assist the County in selecting a suitable foundation type for the bridge. The report will be prepared in accordance with Caltrans guidelines (0-phase type that considers subsurface information collected for the site) and submitted via email in portable document format (pdf). A brief summary of the work performed, project, subsurface conditions encountered, preferred foundation type(s) for the conditions encountered, special geotechnical considerations (such as dewatering, soft ground, or liquefaction). The report will specifically discuss the anticipated bearing material and whether spread footings or deep foundations should be used to support the new bridge; considering subsurface conditions and potential for scour and settlement.
- 5) **Geotechnical Evaluation and Draft Foundation Report.** Once foundation types have been selected, Yeh will prepare a draft Foundation Report for the County's bridge design in accordance with current Caltrans Foundation Report guidelines. Foundation analyses will be performed using the latest approved AASHTO LRFD Bridge Design Specifications with Caltrans amendments. The draft report will be submitted in pdf for review by the County, and hard copies of the report can be provided if requested by the County. Graphics will be provided to show the site location, the locations of the field explorations relative to the proposed improvements, an interpreted subsurface profile, and our opinions and recommendations regarding:
- Site geology;
 - Subsurface soil and groundwater conditions;
 - Seismic data from ARS Online, causative faults, design magnitude and ground acceleration;
 - Potential for geologic hazards to impact the site (such as seismicity, faulting, or liquefaction), need to consider down-drag forces, seismic settlement, or friction reducers for pile design;
 - Foundation support from spread footings, driven concrete piles, driven steel piles, cast-in-drilled hole piles, or cast-in-steel shell piles;
 - Shallow foundation design, plotted bearing resistance versus footing width, bearing elevations.
 - Deep foundation design, pile data table, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation for load demands provided;
 - Recommended Caltrans standard details and reference for CIDH piles, if needed;
 - Lateral load resistance of piles using a p-y analysis considering pile groups and load demands provided by County (results will be plotted as a push-over plot of lateral deflection);
 - Whether a pile load test program would be considered beneficial to the project, and if required the recommended number of test piles and details for test piles and loading;
 - Corrosion test results for use with Caltrans design methods to provide cement type, minimum cement contents, and cover, need for protective coating of reinforcement bar, etc.;
 - Give recommendations for pavement structure sections for subgrade R-value and traffic index;
 - Approach fill requirements such as site preparation and grading, allowable slope inclinations and compaction and any special considerations for settlement periods or slope instability;
 - Need for seismic approach slab;
 - Corrosion considerations for reinforced concrete substructures, culverts, and steel based on test data and Caltrans design methods;
 - Construction considerations: suitability of onsite soil for reuse as fill, temporary slopes or shoring, dewatering and/or stream diversions, anticipated pile driving and/or CIDH drilling conditions;

- And, suggested material specifications.
- 6) **Log of Test Borings Sheet:** Prepare a Log of Test Borings sheet for inclusion in the project plan set for the bridge. The plan will show the bridge layout, the boring location for the bridge, and a profile with the boring logs in accordance with Caltrans Formats. The plan can be prepared on the County border if requested.
- 7) **Final Reporting.** Prepare and issue the final Foundation Report and Log of Test Borings sheet and address comments received and incorporate them into the report. It is not anticipated that the final report would incorporate evaluating additional alternatives or foundation types as part of the final submittal.

EXHIBIT B

Consultant Contract DBE Information (Exhibit 10-O2)

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

* Full Name: "Geotechnical Services for the Structure Foundation Investigation and Report
for the Ash Creek Road at Sacramento River Overflow Bridge Replacement Project"

1. Local Agency: Shasta County 2. Contract DBE Goal: 3%
3. Project Description: Geotechnical Services for the Ash Creek Rd at Sacramento River Overflow Bridge Replacement
4. Project Location: Ash Creek Road Bridge at Sacramento River Overflow near Anderson, CA
5. Consultant's Name: Yeh and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$61,486
8. Total Dollar Amount for ALL Subconsultants: \$29,449 9. Total Number of ALL Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic control with lane closure, flagging, signs and dilineators	42421	Capital Traffic Services, 1661 E. Miner Ave, Stockton, CA 95205, Jorge Torres	\$3848
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			\$ 3,848
21. Federal-Aid Project Number: <u>4</u>			
22. Contract Execution Date: _____			6 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____			
24. Date _____			
25. Local Agency Representative's Name _____			
26. Phone _____			
27. Local Agency Representative's Title _____			
14. TOTAL CLAIMED DBE PARTICIPATION			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
15. Preparer's Signature <u>Jonathan Blanchard</u>			2/6/18
16. Date			
Jonathan Blanchard			805-481-9590
17. Preparer's Name			
Vice President			18. Phone
19. Preparer's Title			

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Public Works-10.

SUBJECT:

Dokken Amendment – 2017 Storm Damage

DEPARTMENT: Public Works

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment to the agreement, effective date of signing with Dokken Engineering to provide the Public Works Director or his/her designee the authority to approve amendments up to \$48,000 (10% of original total compensation), for a new total not to exceed \$530,000, to provide engineering and geotechnical services for the 2017 Storm Damage Projects, and retain the original term from date of signing through December 31, 2021.

SUMMARY

Additional geotechnical services are proposed for 2017 Storm Damage Projects.

DISCUSSION

In 2017, severe storms damaged numerous County facilities. On November 14, 2017, the County entered into an agreement with Dokken Engineering for engineering and geotechnical services at a list of sites. It has since been determined that the Whiskey Creek Culvert site needs to be added to the list at an estimated cost of \$23,000. Flexibility is proposed to amend the agreement in an amount not to exceed \$48,000 (10% of the original total compensation) for a new amount not to exceed \$530,000.

ALTERNATIVES

The Board may decline to proceed with the amendment. Geotechnical services will be required for the Whiskey Creek Culvert.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. The recommendation has been reviewed by the County Administrative Office.

FINANCING

FEMA/OES funding will cover 94% of eligible costs. Adequate funds are included in the Adopted FY 2017/18 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Dokken Agreement - First Amendment	3/5/2018	Dokken Agreement - First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND DOKKEN ENGINEERING
TO PROVIDE ENGINEERING AND GEOTECHNICAL SERVICES FOR
2017 STORM DAMAGE PROJECTS**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Dokken Engineering, a California Corporation ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on November 14, 2017, to provide for Engineering and Geotechnical Services for 2017 Storm Damage Projects ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Original Agreement to provide the Public Works Director or his/her designee the authority to approve amendments up to \$48,000.00 (10% of original total compensation); and

WHEREAS, County and Consultant desire to amend the Original Agreement to increase the amount of compensation payable to Consultant by \$48,000, for a new total not to exceed \$530,000.00; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph E. is added to **ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES** of the Agreement as of the effective date of this First Amendment to read as follows:

E. During the term of this agreement, the Public Works Director or his/her designee may approve in writing amendments to this agreement, provided amendments do not exceed \$48,000.00 (10% of the original total amount), and the total amount of the agreement does not exceed \$530,000.00.

II. Paragraph H. of **ARTICLE X ALLOWABLE COSTS AND PAYMENTS** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

H. The total amount payable by COUNTY including the fixed fee shall not exceed \$530,000.00.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and Consultant have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 3/5/18
David M. Yorton, Jr.
Senior Deputy County Counsel

By: James Johnson 03/05/18
James Johnson
Risk Management Analyst III

CONSULTANT
DOKKEN ENGINEERING

By: Richard T. Liptak
Print Name: Richard T. Liptak

By: Cathy Chan
Print Name: Cathy Chan

Title: President

Title: Secretary

Date: 2/27/18

Date: 2/27/2018

Tax I.D. #: 68-0099664

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Public Works-11.

SUBJECT:

Gas Point Road Widening Project – Right of Way

DEPARTMENT: Public Works

Supervisory District No. : 5

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Take the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: (1) Approve and authorize the Chairman to sign a right-of-way contract with Steve and Natalie Cox for right-of-way (0.11 acres at \$10,000) plus a Federal Highway Administration signing incentive of \$1,000; and (2) accept one Easement Deed conveying the right-of-way parcel.

SUMMARY

Right-of-way acquisition is proposed to widen Gas Point Road.

DISCUSSION

The County is preparing to add a center turn lane and paved shoulders on Gas Point Road from Stone Gate Drive to Charles Street. The project requires the acquisition of ten right-of-way parcels. Agreements have been reached with the last property owners.

Local agencies may offer a bonus to property owners who sign in a timely manner. The incentives must be offered equally to all property owners and are reimbursable by the Federal Highway Administration. The subject property owners signed within the requisite sixty days of accepting the first written offer.

ALTERNATIVES

The Board may decline to enter into the agreement. The right-of-way is necessary to construct the project.

OTHER AGENCY INVOLVEMENT

Caltrans oversees the project funding. County Counsel has approved the contract as to form. Risk Management has reviewed and approved the contract. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total project cost estimate is \$1,300,000. Federal funds will cover 90%. Adequate funds are included in the Adopted FY 2017/18 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Right of Way Contract - Cox	3/5/2018	Right of Way Contract - Cox
Easement Deed - Cox	3/1/2018	Easement Deed - Cox

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**STEVE A. COX AND
NATALIE COX**

**APN: 086-160-011
GAS POINT ROAD
WIDENING PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Steve A. Cox and Natalie Cox, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Gas Point Road in accordance with the project specifications as shown on the Gas Point Road Widening Plan – Contract No. 702976, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$10,000.00 for the property interest described in section 1. above, including all compensation for approximately 140 feet of chain link fence and landscaping. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-177955 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY EITHER CERTIFIED MAIL OR HAND DELIVERED).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County as well as compensation shown in Clause 3.A. being placed in said escrow account and made available to Grantor.
7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
8. At no expense to Grantor, and at the time of construction of the project, as additional compensation for the property interest described in section 1. above, County shall, in accordance with the Specifications, complete the following work on the Property:
 - A. Reconstruct one existing road connection. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.
 - B. Remove trees and vegetation from the Property as described in the Specifications. Any usable wood will be bucked into 4-foot lengths, and stacked clear of the project work area on Grantor's remaining property. All branches and brush resulting from County's removal

of trees on the Property pursuant to this subsection shall be removed from Grantor's remaining property.

9. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
10. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
11. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

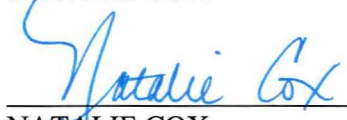
IN WITNESS WHEREOF, County and grantor have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:
GRANTOR



STEVE A. COX

Date 3/1/2018



NATALIE COX

Date 3/1/18

APPROVED:
County of Shasta

By _____
LES BAUGH, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____

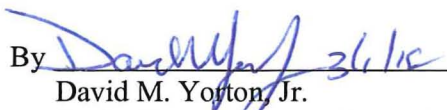
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By 
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works


By 
James Johnson
Risk Management Analyst III

EXHIBIT "1"

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 086-160-011 (a portion)
PROJECT: Gas Point Rd. Widening (ROAD)

DPW NO. 1H01B-2017-06

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

STEVE A. COX AND NATALIE COX, HUSBAND AND WIFE, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southwest one-quarter of Section 7, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
STEVE A. COX

Dated _____

By _____
NATALIE COX

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

STEVE A. COX AND NATALIE COX

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from STEVE A. COX and NATALIE COX, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201__.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Cox
– Gas Point Road Widening Project

EXHIBIT "A"

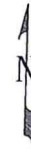
All that portion of real property situated in the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Steve A. Cox and Natalie Cox, husband and wife, as joint tenants, by deed recorded April 20, 2015 in Official Records Document 2015-0010669, Shasta County Records, lying southerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 35.00 feet northerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records.

Being a portion of APN 086-160-011



EXHIBIT "B"

SCALE 1"=60'



086-160-011
COX, STEVE A.
AND NATALIE

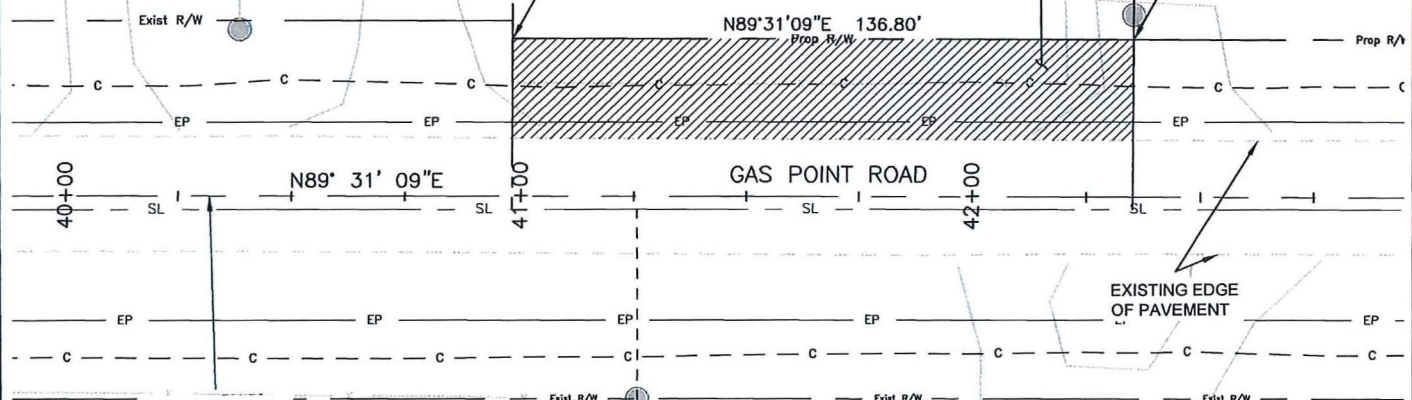
086-160-012
WATLAND, PAMELA
AND KENNETH W.

KAY ANN COURT (PVT)

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

STA: "G" 40+98.16
O/S: 35.00' LT.

STA: "G" 42+34.96
O/S: 35.00' LT.



"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

087-020-005
STELZIG,
JOHN AND CAROL

087-020-007
CRAMER, SHIRLEY



RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 086-160-011 (a portion)
PROJECT: Gas Point Rd. Widening (ROAD)

DPW NO. 1H01B-2017-06

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922


EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

STEVE A. COX AND NATALIE COX, HUSBAND AND WIFE, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southwest one-quarter of Section 7, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By 
STEVE A. COX

Dated 3/1/2018

By 
NATALIE COX

Dated 3/1/18

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

STEVE A. COX AND NATALIE COX

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from STEVE A. COX and NATALIE COX, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Cox
– Gas Point Road Widening Project

EXHIBIT "A"

All that portion of real property situated in the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B.& M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Steve A. Cox and Natalie Cox, husband and wife, as joint tenants, by deed recorded April 20, 2015 in Official Records Document 2015-0010669, Shasta County Records, lying southerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 35.00 feet northerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records.

Being a portion of APN 086-160-011



EXHIBIT "B"

SCALE 1"=60'



KAY ANN COURT (PVT)

086-160-011
COX, STEVE A.
AND NATALIE

086-160-012
WATLAND, PAMELA
AND KENNETH W.

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

STA: "G" 40+98.16
O/S: 35.00' LT.

STA: "G" 42+34.96
O/S: 35.00' LT.

N89°31'09"E 136.80'

GAS POINT ROAD

EXISTING EDGE
OF PAVEMENT

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

087-020-005
STELZIG,
JOHN AND CAROL

087-020-007
CRAMER, SHIRLEY



ACKNOWLEDGMENT

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

State of California

County of Shasta)

On March 1, 2018 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Consent - Public Works-12.

SUBJECT:

Gas Point Road at Park Drive – Right of Way

DEPARTMENT: Public Works

Supervisory District No. : 5

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Take the following actions regarding the “Gas Point Road at Park Drive Corridor Improvement Project,” Contract No. 702984: (1) Approve and authorize the Chairman to sign an easement agreement with the Cottonwood Union School District for right-of-way (0.90 acres); and (2) accept one Easement Deed conveying the right-of-way parcel.

SUMMARY

Right-of-way acquisition is proposed to improve Gas Point Road near Park Drive in Cottonwood.

DISCUSSION

The County is preparing to improve Gas Point Road at Park Drive in Cottonwood. The existing pedestrian crossing will be upgraded to a full traffic signal. Left turn lanes will be added. Sidewalks will be constructed including a pedestrian bridge across Crowley Gulch.

Cottonwood Union Elementary School District (District) and Cottonwood Community Center (CCC) facilities currently take access within the project limits. Their access will be consolidated at the new signal. The District will grant road right-of-way in exchange for parking lot improvements. The District has also granted an access easement to CCC. On November 1, 2016, the Board adopted a resolution for a Mitigated Negative Declaration finding for the project pursuant to the California Environmental Quality Act (CEQA).

ALTERNATIVES

The Board may decline to acquire the right-of-way. The right-of-way is necessary to construct the project.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The

recommendation has been reviewed by the County Administrative Office.

FINANCING

The total project is estimated to cost \$1,500,000. Funding is proposed from Solid Waste, Traffic Impact Fees and Road Funds. Gas Point Road provides primary access to Anderson Solid Waste Landfill which pays impact fees. Cottonwood also has its own Traffic Impact Fee program. Adequate funds will be included in the Proposed FY 2018/19 Solid Waste and Roads budgets. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Easement Agreement - Cottonwood Union School District	3/1/2018	Easement Agreement - Cottonwood Union School District
Easement Deed - Cottonwood Elementary School District	3/1/2018	Easement Deed - Cottonwood Elementary School District

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

EASEMENT AGREEMENT

**COTTONWOOD UNION
SCHOOL DISTRICT**

**APN 087-270-001
GAS POINT ROAD AT PARK DRIVE
CORRIDOR IMPROVEMENT PROJECT**

This agreement for the acquisition of an easement (the "Agreement") is dated and effective as of the latest date shown on the signature page hereto (the "Effective Date"), and is entered into by and between the County of Shasta, a political subdivision of the State of California (the "County"), and the Cottonwood Union School District, a California public school district (the "District"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, District owns the real property and the land appurtenant thereto (the "District Parcel") known as APN 087-270-001, and depicted on the map attached hereto as *Exhibit A*; and

WHEREAS, County desires to improve traffic flow and safety along Gas Point Road by constructing and maintaining a traffic signal, turn lane, sidewalks, curbs, gutters, planter boxes, a pedestrian bridge across Crowley Creek, and other improvements (the "Improvements") along the District Parcel; and

WHEREAS, in order to construct and maintain the Improvements, District desires to convey, and County desires to acquire, a public easement with a legal description as described in *Exhibit B* and as depicted in the diagram in *Exhibit C* (the "Easement"), on the terms and conditions set forth herein; and

WHEREAS, in consideration for the District's granting of the Easement, County agrees to pave and stripe the parking lot located at the West Cottonwood School ballparks (the "Parking Lot"), and District agrees to grant County a temporary construction easement over and across the Parking Lot in order to construct the improvements to the Parking Lot ("Parking Lot Improvements"); and

WHEREAS, an instrument in the form of an easement deed (the "Deed") effecting the District Parcel has been executed concurrently with this Agreement and delivered to a County representative with regard to the Easement, and is attached hereto as *Exhibit D*.

NOW, THEREFORE, in consideration of the rights and obligations set forth below, the Parties mutually agree as follows:

TERMS, CONDITIONS AND COVENANTS

1. **Recitals.** All recitals contained herein are true and correct.
2. **Grant of Easement; Consideration.** Subject to the terms of this Agreement, District grants to County the Easement with a legal description as described in *Exhibit B* and diagram of the Easement as depicted in *Exhibit C*. The Easement is subject to all existing liens, encumbrances,

covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, rights-of-way, and existing improvements pertaining to the Easement area, whether or not of record. The use of the word "Grant" does not imply any warranty on the part of District with respect to the Easement.

In consideration for the District's granting of the Easement, County agrees to construct the Parking Lot Improvements at its sole cost and expense. In order to construct the Parking Lot Improvements, District agrees to grant County a temporary construction easement over and across the Parking Lot. The temporary construction easement over and across the Parking Lot, is a temporary construction easement, which terminates upon completion of the Parking Lot Improvements. For purposes of this Agreement, completion of the Parking Lot Improvements is defined as the date the County records the Notice of Completion with the County Recorder's office. County agrees to develop a paving plan at its sole cost and expense, subject to District approval, for the Parking Lot, showing limits of paving, sidewalk improvements, and proposed parking striping layout, and to construct, pave and stripe the Parking Lot in conformance with said paving plan upon District approval.

3. **Purpose of Easement.** The Easement granted in this Agreement is for the purpose of permitting County a right of way within the Easement area to construct and maintain the Improvements at County's sole cost and responsibility.
4. **Term of Easement; Termination.** The Easement granted by this Agreement shall be a permanent easement.

District reserves the right to terminate this Agreement upon County's failure to cure a default of this Agreement within thirty (30) days after written notice thereof from the District. If the County is in material breach of any of the covenants and agreements set forth in this Agreement, including, without limitation, a change in use of the Property without prior written consent of the District, then District shall have the right to terminate this Agreement and the Easement immediately, at its sole and absolute discretion. Upon notice from the District that it is immediately terminating this Agreement and the Easement, the County shall return the Easement area to the District in operational condition.

5. **Non-Exclusive Easement.** The Easement granted in this Agreement is not exclusive. Notwithstanding the granted Easement, District expressly reserves for itself, its successors and its assigns, the right to use the Easement area or to grant other licenses at the same location, so long as such use does not unreasonably interfere with the rights herein granted.
6. **Maintenance.** County shall maintain the Easement area at its sole cost, expense and responsibility, including all repair, maintenance and any charges, fees or expenses relating to repair and maintenance of the Easement. District shall have absolutely no responsibility for repair, maintenance, replacement or any other charges, fees or expenses relating to the Easement.

Upon completion of the Parking Lot Improvements, the temporary construction easement across the Parking Lot will terminate and District shall maintain the Parking Lot at its sole cost and responsibility and County shall have absolutely no responsibility for repair, maintenance or replacement charges, fees or expenses.

7. **Indemnification.** The County agrees to indemnify, defend and hold harmless District, its Board, Board members, employees, administrators, agents, officers, or invitees from any and all loss or

expense, costs, claims, suits, or damages, including attorney's fees, arising out of any acts, errors or omissions in connection with the performance of this Agreement or use of the Easement area by any person(s), except to the extent such actions or claims are the result of negligence or willful misconduct by the District, its officers, agents or employees.

The District agrees to indemnify, defend and hold harmless County, its Board, Board members, employees, administrators, agents or officers from any and all loss or expense, costs, claims, suits, or damages, including attorney's fees, arising out of any acts, errors or omissions in connection with the performance of this Agreement or use of the Easement area by any person(s), to the extent such actions or claims are the result of negligence or willful misconduct by the District, its officers, agents or employees.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement and the recording of the Deed attached hereto.

8. **Right of Possession and Use.** The right of possession and use of the Easement by County shall commence upon transfer of title to County. For purposes herein, transfer of title is defined as the acceptance of the Deed conveying the Easement interest in the District Parcel to the County.
9. **Amendment.** This Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties.
10. **Agreement Not Assignable.** This Agreement, as well as the Easement granted herein, may not be assigned by the County, except for assignment to another public agency or for utilities purposes, without the express written consent of the District.
11. **Recording.** County shall record the Deed in the Recorder's Office for Shasta County.
12. **Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement, and that said entity shall thereby be obligated to perform the terms of this Agreement.
13. **Acceptance.** County shall evidence its acceptance of the Easement by execution and acknowledgment of a Certificate of Acceptance pursuant to California Government Code section 27281, substantially in the form attached to the Deed attached hereto as **Exhibit D**.
14. **Fingerprinting.** California Education Code section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of any services by a County contractor, the contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

15. **Exhibits.** All Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference as if set forth in full.
16. **Execution in Counterparts.** This Agreement may be executed in counterparts such that signatures may appear on separate signature pages, which when appended together, will constitute one fully executed original.
17. **Entire Agreement.** The Parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the Parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Easement. There are no agreements, representations, or warranties, express or implied, not specified in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

DISTRICT

COTTONWOOD UNION SCHOOL DISTRICT

By: 
Title: Doug Geren, Superintendent

Date: 2-26-18

COUNTY

COUNTY OF SHASTA, CALIFORNIA

By: _____
Les Baugh,
Chairman, Board of Supervisors County of Shasta

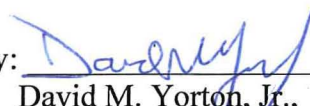
Date: _____

ATTEST:
Lawrence G. Lees,
Clerk, Board of Supervisors County of Shasta

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
Rubin E. Cruse, Jr.,
County Counsel

By: 
David M. Yorton, Jr.,
Senior Deputy, County Counsel

Date: 2/26/18

RECOMMENDED FOR APPROVAL:

By:  Date: 2/26/18
Patrick J. Minturn, Director
Department of Public Works

RISK MANAGEMENT APPROVAL:

By:  Date: 02/26/18
James Johnson,
Risk Management Analyst III

EXHIBIT A

Map of District Parcel

[ATTACHED]

EXHIBIT "A"

SCALE 1"=100'



CROWLEY COURT

PARK DRIVE

RHONDA ROAD

GAS POINT ROAD

INTERSTATE 5

087-270-001
COTTONWOOD SCHOOL DISTRICT

087-270-032
COTTONWOOD
COMMUNITY PARK

FIRST STREET

EXHIBIT B

Legal Description of County Easement

[ATTACHED]

Legal Description- Cottonwood Elementary School District
Gas Point Road @ Park Avenue

EXHIBIT "B"

All that portion of real property situated in the northwest one-quarter of the northwest one-quarter of Section 11, T. 29 North, R. 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Cottonwood Elementary School District, by deed recorded September 22, 1955 in Official Records Document 1955-0009019, Shasta County Records, described as follows:

COMMENCING at a point lying 30.00 feet southerly of the northwest corner of Section 11, T. 29 North, R. 4 West, said point being a found witness corner as shown on that certain Record of Survey recorded October 22, 1952 in Book 13 of Land Surveys at Page 42 of Shasta County Records; Thence North $0^{\circ}37'23''$ West a distance of 5.94 feet to a point lying on the westerly boundary of said conveyed parcel, said point also lying on the proposed Right of Way line of Gas Point Road, as shown on Exhibit "C" attached hereto and made a part hereof, said point also being the **POINT OF BEGINNING** of this description; **THENCE** along said Right of Way line North $89^{\circ}37'30''$ East a distance of 496.87 feet; **THENCE** South $0^{\circ}23'16''$ East a distance of 56.00 feet; **THENCE** North $89^{\circ}37'30''$ East a distance 120.71 feet; **THENCE** North $0^{\circ}23'16''$ West a distance of 32.97 feet; **THENCE** North $89^{\circ}37'30''$ East a distance of 373.21 to a point on the easterly boundary of said parcel, said point being the **POINT OF TERMINATION** of this description.

Being a portion of APN 087-270-001

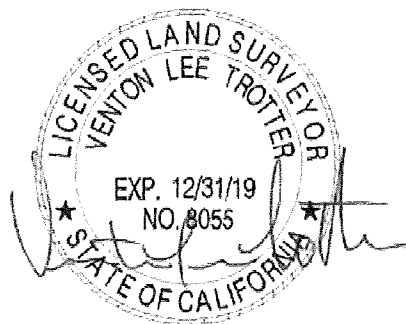


EXHIBIT C

Diagram of County Easement Area

[ATTACHED]

EXHIBIT "C"

SCALE 1"=100'

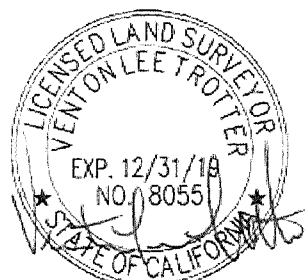
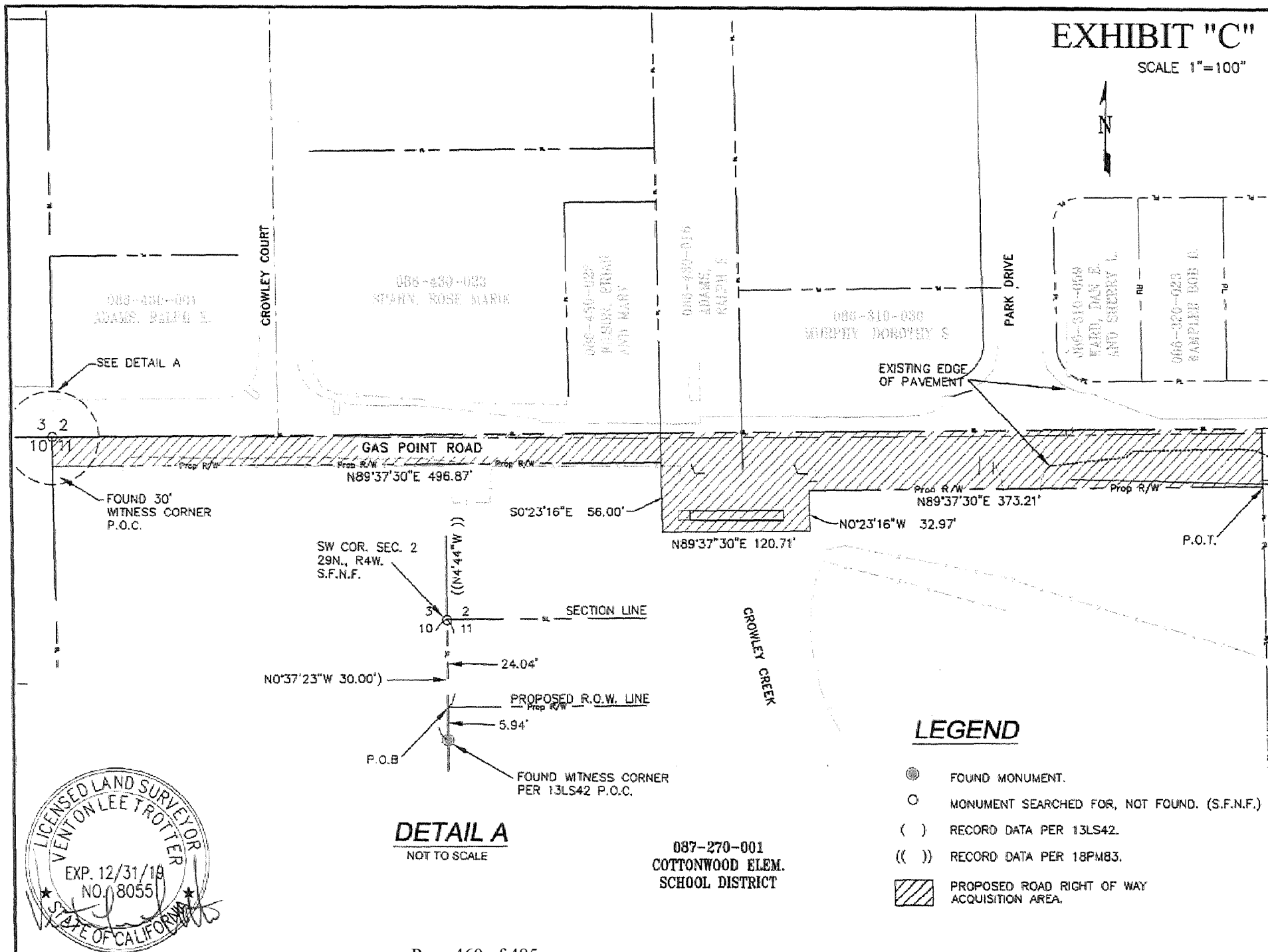


EXHIBIT D

Easement Deed

[ATTACHED]

EXHIBIT "D"

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT
OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE § 6103
AP NO. 087-270-001 (a portion)
PROJECT: Gas Point Road @ Park Drive (ROAD)

DPW NO. 0H01B-2017-01

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 – R&T §11922

Easement Deed

FOR CONSIDERATION, receipt of which is hereby acknowledged,

COTTONWOOD ELEMENTARY SCHOOL DISTRICT HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the Northwest one-quarter of the Northwest one-quarter of Section 11, T. 29 North, R. 4 West, M.D.B.&M., in the unincorporated area of the County of Shasta, State of California, more particularly described in **EXHIBITS "1" AND "2"** attached hereto and made a part hereof, pursuant to that certain Easement Agreement, a copy of which is on file in the Cottonwood Elementary School District offices.

By: _____ Dated: _____
DOUG GEREN, SUPERINTENDENT

By: _____ Dated: _____

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT "1" TO EASEMENT DEED

Legal Description of Easement

[INSERT EXHIBIT]

Legal Description- Cottonwood Elementary School District
Gas Point Road @ Park Avenue

EXHIBIT "1"

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Being a portion of APN 087-270-001

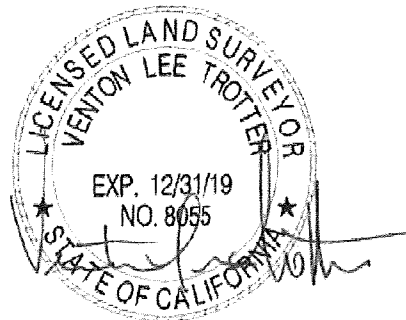


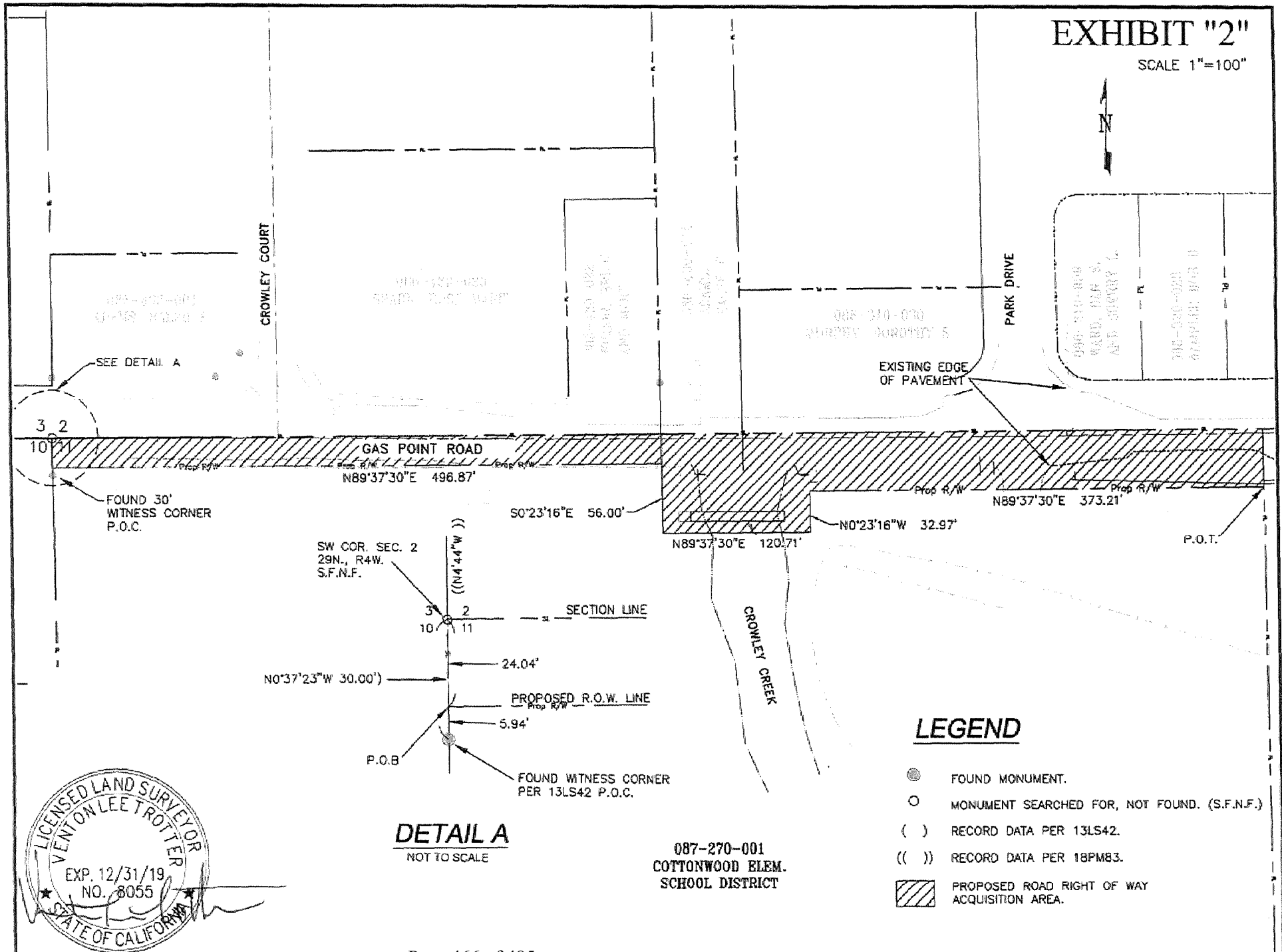
EXHIBIT "2" TO EASEMENT DEED

Diagram of Easement

[INSERT EXHIBIT]

EXHIBIT "2"

SCALE 1"=100'



LEGEND

- FOUND MONUMENT.
- MONUMENT SEARCHED FOR, NOT FOUND. (S.F.N.F.)
- () RECORD DATA PER 13LS42.
- (()) RECORD DATA PER 18PM83.
- PROPOSED ROAD RIGHT OF WAY ACQUISITION AREA.

DETAIL A

NOT TO SCALE

087-270-001
COTTONWOOD ELEM.
SCHOOL DISTRICT



**COUNTY OF SHASTA
STATE OF CALIFORNIA**

CERTIFICATE OF ACCEPTANCE OF EASEMENT

(GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from COTTONWOOD ELEMENTARY SCHOOL DISTRICT, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Shasta County Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT
OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE § 6103
AP NO. 087-270-001 (a portion)
PROJECT: Gas Point Road @ Park Drive (ROAD)

DPW NO. 0H01B-2017-01

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

Easement Deed

FOR CONSIDERATION, receipt of which is hereby acknowledged,

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By: 
Doug Geren, Superintendent

Dated: 2-26-18

By: _____

Dated: _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

COTTONWOOD ELEMENTARY SCHOOL DISTRICT

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from COTTONWOOD ELEMENTARY SCHOOL DISTRICT, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

EXHIBIT "1" TO EASEMENT DEED

Legal Description of Easement

[ATTACHED]

Legal Description- Cottonwood Elementary School District
Gas Point Road @ Park Avenue

EXHIBIT "1"

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Being a portion of APN 087-270-001



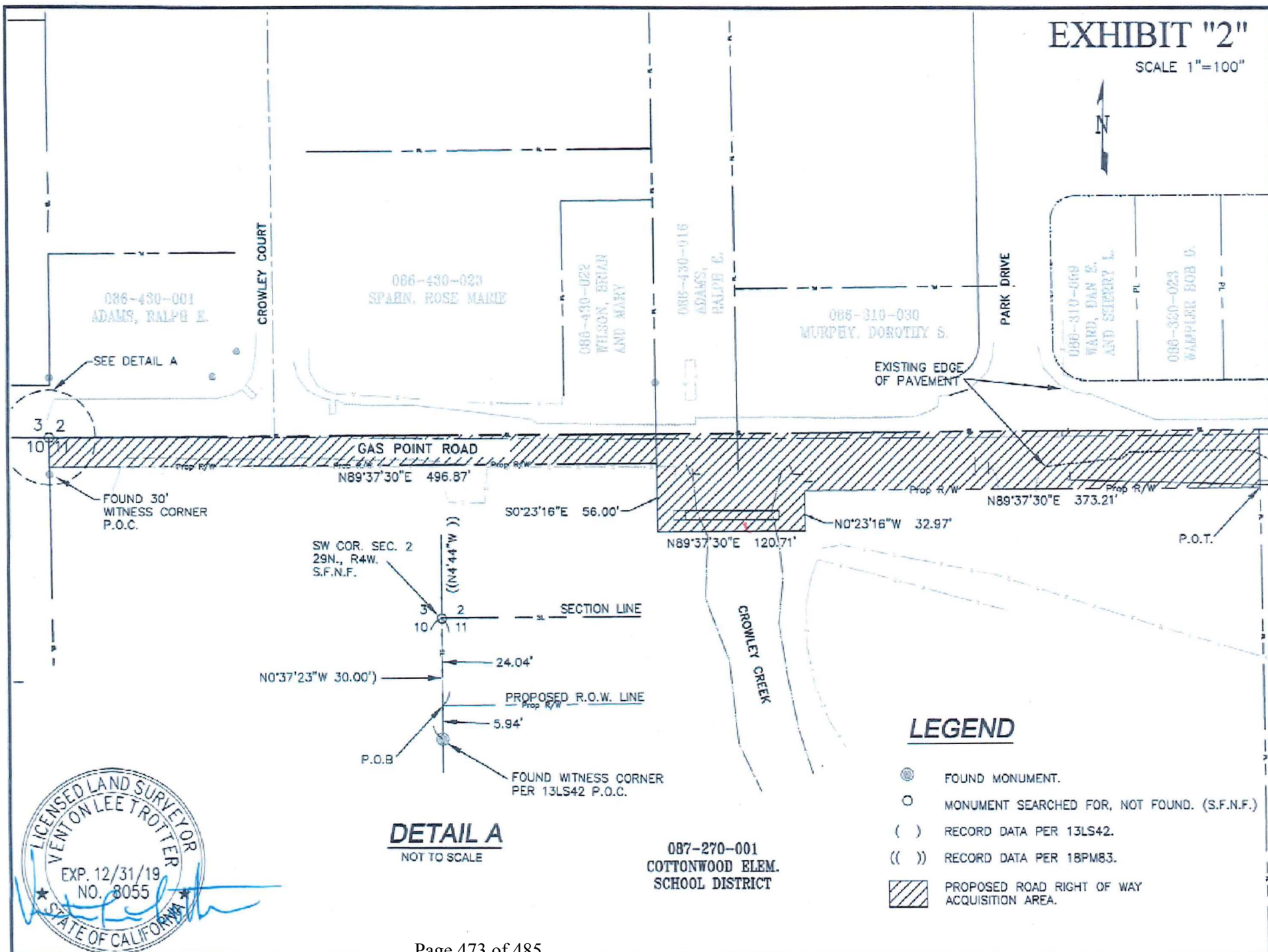
EXHIBIT "2" TO EASEMENT DEED

Diagram of Easement

[ATTACHED]

EXHIBIT "2"

SCALE 1"=100'



DETAIL A
NOT TO SCALE

087-270-001
COTTONWOOD ELEM.
SCHOOL DISTRICT

LEGEND

- FOUND MONUMENT.
- MONUMENT SEARCHED FOR, NOT FOUND. (S.F.N.F.)
- () RECORD DATA PER 13LS42.
- (()) RECORD DATA PER 18PM83.
- ▨ PROPOSED ROAD RIGHT OF WAY ACQUISITION AREA.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of SHASTA)On FEBRUARY 26, 2018 before me, BRANDON H. MAGBY, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared DOUG GEREN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Brandon H. Magby
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 13, 2018

CATEGORY: Scheduled Hearings - Resource Management-4.

SUBJECT:

Uncodified urgency interim ordinance establishing a temporary moratorium on the cultivation of industrial hemp within the unincorporated areas of the County of Shasta

DEPARTMENT: Agricultural Commissioner/Sealer of Weights and Measures
Resource Management
Sheriff

Supervisory District No. : ALL

DEPARTMENT CONTACT: RICHARD W. SIMON, DIRECTOR OF RESOURCE
MANAGEMENT (530) 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, Director of Resource Management; Paul Kjos, Ag. Comm.; Tom Bosenko, Sheriff

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Open the public hearing; (2) close the public hearing; (3) introduce, waive the reading, and adopt An Uncodified Urgency Interim Ordinance of the County of Shasta Declaring a Temporary Moratorium on the Cultivation of Industrial Hemp Within the Unincorporated Areas of the County of Shasta (the "Urgency Interim Ordinance"); (4) find that the Urgency Interim Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) for the reasons stated in the Urgency Interim Ordinance; (5) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to assess the effects of unregulated cultivation of industrial hemp by "Established Agricultural Research Institutions" and others on the environment and on the health and safety of the citizens of Shasta County, and determine whether there are reasonable regulations to mitigate any identified adverse effects; and (6) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to develop such reasonable regulations, if any, for consideration by the Planning Commission and the Board of Supervisors.

SUMMARY

The passage of Proposition 64 and associated legislative trailer bills will allow for the cultivation of industrial hemp once the Industrial Hemp Advisory Board has established a regulatory framework for implementation of registration, seed procurement, fees, and manufacturing. The California Food & Agricultural Code was amended to include Division 24 (Division), which addresses the cultivation of industrial hemp. The Division also exempts "Established Agricultural Research Institutions" (EARI) from many of the regulatory requirements, allowing them to cultivate industrial hemp with little to no oversight, including no registration with the County, no restriction on seed sources, and no limitation of the plants not exceeding 0.3% THC.

This Ordinance will establish a moratorium on the cultivation of industrial hemp by EARIs and others until the County can

determine the effects of unregulated cultivation of industrial hemp on the environment and the health and safety of the citizens of Shasta County and develop reasonable regulations, if any, to mitigate such impacts. This urgency ordinance will be in effect for 45 days. It may be extended by the Board of Supervisors for an additional 22 months and 15 days after a subsequent notice and public hearing.

DISCUSSION

With the passage of Proposition 64 and the associated legislative trailer bills, the California Food & Agricultural Code (FAC) was amended to include Division 24, which addresses the cultivation of industrial hemp. Industrial hemp is defined under Food and Agricultural Code Section 81000 and Health and Safety Code section 11018.5 as “a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.”

FAC Division 24, which became operative on January 1, 2017, cites the requirements for the cultivation of industrial hemp, including the establishment of the Industrial Hemp Advisory Board (IHAB), listing specific hemp seed sources, the registration of growers, the requirement for testing to assure all industrial hemp contains less than 0.3% of THC, and the fees and processes to be developed for the registration of growers. Since this regulatory framework has not yet been established by the IHAB, the commercial cultivation of industrial hemp is currently prohibited by most persons and entities.

Despite the current prohibition, FAC Division 24 exempts EARIs from many of the provisions listed above. An “Established Agricultural Research Institution” is defined under FAC Division 24 as:

1. A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or
2. An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.”

As a result of the exemption in Division 24 for EARIs, the growth, cultivation, or manufacturing of industrial hemp by an EARI is not contingent upon the development of a regulatory framework addressing hemp seed, cultivation or any other provision set forth by the IHAB.

This exemption allows cultivators to claim an association to be an EARI while the County has no guidelines on whether the grower or the institution is legitimate. The ability and likelihood that cultivators could exploit this exemption to grow industrial hemp is great.

Industrial hemp and cannabis are differentiated by definition in state law, with a major difference being industrial hemp may not contain more than 0.3% tetrahydrocannabinol (THC). However, industrial hemp and cannabis are derivatives of the same plant, *cannabis sativa* L., and the appearance of industrial hemp and cannabis are virtually indistinguishable to the untrained eye. Absent a laboratory performed chemical analysis for THC content, the two plants cannot be distinguished under their legal definitions.

FAC Division 24 allows EARIs to cultivate and possess industrial hemp with a greater than 0.3% THC level, thereby resulting in such “research” plants meeting the definition of cannabis. Farming industrial hemp requires growing the entire marijuana plant which at some point contains psychoactive levels of THC. The unregulated cultivation of industrial hemp by EARIs may pose the same threats to the public’s health, safety and welfare as the cultivation of cannabis and may be in violation of Shasta County’s current cannabis regulations.

The cultivation of industrial hemp prior to the adoption of reasonable regulations, if any, may result in violations of the County’s cannabis regulations, interfere with the County’s ability to effectively regulate land use, and may be harmful to the welfare of the county and its residents, create a public nuisance, and threaten the existing agricultural industry. This urgency ordinance, if adopted, will be in effect for 45 days. It may be extended by the Board of Supervisors for an additional 22

months and 15 days after a subsequent notice and public hearing.

ALTERNATIVES

The Board may choose to not approve the Ordinance. This is not recommended for the reasons cited in this report.

OTHER AGENCY INVOLVEMENT

County Counsel contributed to the development of the ordinance and has approved the ordinance as to form. Resource Management, Sheriff, and the Agricultural Commissioner were all involved in the drafting and review of the Ordinance. The County Administrative Office has reviewed this recommendation.

FINANCING

The recommended action would result in an as yet undetermined impact on the General Fund related to staff time and resources from the various departments involved in assessing the effects of unregulated cultivation of industrial hemp and the development of reasonable regulations, if any, to mitigate any identified adverse effects. At this time, there is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Interim HEMP Ordinance V6	3/6/2018	Interim HEMP Ordinance V6

ORDINANCE NO.

**AN UNCODIFIED URGENCY INTERIM ORDINANCE OF THE COUNTY OF
SHASTA DECLARING A TEMPORARY MORATORIUM ON THE CULTIVATION OF
INDUSTRIAL HEMP WITHIN THE UNINCORPORATED AREAS OF THE COUNTY
OF SHASTA**

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY.

The purpose of this urgency ordinance is to establish a temporary moratorium on the cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by California Food and Agricultural Code Section 81000(c), and others, while County staff determines the impact of such unregulated cultivation and reasonable regulations to mitigate such impacts. This urgency ordinance is adopted pursuant to California Constitution Article 11, Section 7, Government Code sections 65800, et seq., particularly section 65858, and other applicable law.

SECTION 2. FINDINGS.

The Board of Supervisors of the County of Shasta makes the following findings in support of the immediate adoption and application of this urgency ordinance:

- A. Section 5940 of Title 7 of the United States Code states, “Notwithstanding the Controlled Substances Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other Federal law, an institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an agricultural pilot program or other agricultural or academic research; and (2) the growing or cultivating of industrial hemp is allowed under the laws of the State in which such institution of higher education or State department of agriculture is located and such research occurs.”
- B. Division 24. Industrial Hemp [81000-81010] of the California Food and Agricultural Code (hereafter “FAC”) addresses the growing and cultivation of industrial hemp in California.
- C. On January 1, 2017, Division 24, Industrial Hemp [8100-81010] of the FAC became operative.

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- D. FAC Division 24 does not provide for the California Department of Food and Agriculture to establish a pilot program or to participate in, or promote, research projects recognized under Section 5940 of Title 7 of the United States Code.
- E. FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise the California Secretary of Food and Agriculture and make recommendations to the Secretary pertaining to the cultivation of industrial hemp, including but not limited to, developing the requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an assessment rate.
- F. The Industrial Hemp Advisory Board is expected to make its recommendation to the Secretary of the California Department of Agriculture for a regulatory framework allowing the cultivation of industrial hemp for commercial purposes in approximately late 2018.
- G. Under FAC Division 24, all commercial growers of industrial hemp must register with the county agricultural commissioner prior to cultivation. Registration is not yet available. The fees and process for registration will be developed in conjunction with the Industrial Hemp Advisory Board. Therefore, the cultivation of industrial hemp for commercial purposes as defined under FAC Division 24 is prohibited within the State of California and the County of Shasta until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial hemp law, regulations, and enforcement mechanisms, including the registration process and fees.
- H. Despite the current prohibition on the cultivation of industrial hemp for commercial purposes, FAC Division 24 exempts cultivation by an “Established Agricultural Research Institution” from some of the regulatory requirements enumerated therein.
- I. An “Established Agricultural Research Institution” is defined under FAC Section 81000 as: “(1) A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or (2) An institution of higher education (as defined in section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.”
- J. Industrial hemp is defined under FAC Section 81000 and Health and Safety Code section 11018.5 as “a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the

plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.”

- K. “Cannabis” is defined under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code section 26001 as “all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin... ‘cannabis’ does not mean ‘industrial hemp’ as defined by Section 11018.5 of the Health and Safety Code.”
- L. Due to the fact that industrial hemp and cannabis are derivatives of the same plant, *Cannabis sativa* L., the appearance of industrial hemp and cannabis are virtually indistinguishable to the untrained eye. Absent a laboratory performed chemical analysis for tetrahydrocannabinol (THC) content, the two plants cannot be distinguished under their legal definitions.
- M. Division 24 of the FAC allows an “Established Agricultural Research Institution” to cultivate or possess industrial hemp with a greater than .3% THC level, causing such plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such “research” plants constituting cannabis. Farming industrial hemp requires growing the entire marijuana plant which at some point contains psychoactive levels of THC.
- N. The definition of “Established Agricultural Research Institution” as provided in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board have provided guidelines on how the County can establish whether a cultivator claiming to be an “Established Agricultural Research Institution” is legitimate or that the cultivation constitutes “agricultural or academic research.” Without clear guidelines, the ability and likelihood that cultivators exploit the “Establish Agricultural Research Institution” exemption to grow industrial hemp with more than .3% THC is great.
- O. Section 17.88.325 of the Shasta County Code prohibits commercial cannabis activity in the unincorporated area of the County, which includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products as defined in California Business & Professions Code section 26001.
- P. Due to the fact that industrial hemp and cannabis are virtually indistinguishable to the untrained eye, the cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the cultivation of cannabis.

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- Q. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations will create an increased likelihood of criminal activity.
- R. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations creates a high likelihood of attracting crime and associated violence, including without limitation, theft, robberies, illegal firearms, shootings and homicides.
- S. The Sheriff and other enforcing officers will have to investigate each industrial hemp grow conducted by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations to ensure that the grow is not cannabis. Investigations of industrial hemp grows are time consuming, labor intensive, and potentially dangerous.
- T. Industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides specifically labeled for hemp that address such mites or other insects. The few pesticides that can legally be applied to hemp are not always effective, which allows for such insects to move into other nearby crops.
- U. There are no requirements for pesticide use reporting or testing for industrial hemp when cultivated by an “Established Agricultural Research Institution” if pesticides on the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition, “Established Agricultural Research Institutions” may be using chemicals or pesticides that are extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby water sources.
- V. Industrial hemp and cannabis are not compatible crops. Thus, if this Board of Supervisors elects to pursue a particular option with respect to the outdoor cultivation of cannabis, the existence of industrial hemp grows maintained by “Established Agricultural Research Institutions” may preclude the Board of Supervisors from considering certain projects or development plans.
- W. The cultivation of industrial hemp by an “Established Agricultural Research Institutions” prior to the adoption of reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and land of nearby property owners.
- X. There is an urgent need for the Agricultural Commissioner, the Sheriff, and Resource Management to assess the impacts of industrial hemp grown by “Established Agricultural Research Institutions” and to explore reasonable regulatory options relating thereto.

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- Y. The allowance of cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by FAC Section 81000, prior to the adoption of reasonable regulations, creates an urgent and immediate threat to the public health, safety or welfare of the citizens and existing agriculture in Shasta County.
- Z. Shasta County has a compelling interest in protecting the public health, safety, and welfare of its residents and businesses, in preventing the establishment of nuisances by the cultivation of industrial hemp.
- AA. There is a current and immediate threat to public health, safety, and welfare in that the establishment of industrial hemp cultivation in the unincorporated areas of the County of Shasta will result in land uses and land developments that may conflict with amendments to the Shasta County Code that may be adopted as a result of the study that is to be undertaken.
- BB. There is no feasible alternative to enactment of this moratorium ordinance that will satisfactorily mitigate or avoid the previously identified impacts to the public health, safety and welfare with a less burdensome or restrictive effect.
- CC. In order to ensure the effective implementation of the County of Shasta’s land use objectives and policies, a temporary moratorium on the establishment and/or approval of industrial hemp cultivation is necessary.
- DD. This ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemption applies: section 15308 (actions taken as authorized by local ordinance to assure protection of the environment). There are no unusual circumstances under CEQA Guideline 15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.
- EE. This ordinance complies with State law and imposes reasonable regulations that the Board of Supervisors concludes are necessary to protect the public safety, health and welfare of residents and business within the County.

SECTION 3. CULTIVATION OF INDUSTRIAL HEMP PROHIBITED.

- A. During the term of this interim ordinance, including any extensions hereto, no person or entity shall grow industrial hemp for any purposes within the unincorporated areas of Shasta County and no County permit or approval of any type shall be issued therefor. As set forth above under Section 2, the cultivation of

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industrial hemp for commercial purposes is currently prohibited by the State of California. Additionally, during this interim ordinance, including any extensions hereto, “Established Agricultural Research Institutions” as defined in FAC Section 81000, will similarly be prohibited from cultivating industrial hemp.

- B. Cultivation of industrial hemp in violation of the prohibition in this interim ordinance constitutes a public nuisance and may be abated in accordance with Chapter 8.28 (Nuisances) of the Shasta County Code and Shasta County Code Chapter 17.94 and by any other means available by law. Furthermore, in the performance of his or her functions, the enforcing officer, as identified in Shasta County Code section 17.94.060, is authorized to enter upon and inspect private properties to ensure compliance with the provisions of this Ordinance. Any such entry and inspection remains subject to all requirements established by the United States Constitution, the California Constitution, and any other applicable state and federal law.
- C. This section is cumulative to all other remedies now or hereafter available to abate or otherwise regulate or prevent public nuisances or to enforce the provisions of the Shasta County Code or Shasta County ordinances.
- D. The provisions of this section shall not be construed to protect any person from prosecution pursuant to any laws that may prohibit the cultivation, sale, distribution, possession, and/or use of controlled substances, or to authorize conduct that is unlawful under state or federal law. Moreover, absent a certificate of registration from the federal government, the cultivation of industrial hemp remains a violation of federal law as of the date of adoption of this ordinance and this ordinance is not intended to, and does not authorize conduct or acts that violate federal law, does not serve in any manner as an obstacle to enforcement of federal law, and does not protect any of the above-described persons from arrest or prosecution under those federal laws. Such persons assume any and all risk and any and all liability that may arise or result under state and federal laws from the cultivation of industrial hemp. Further, to the fullest extent permitted by law, any actions taken under the provisions of this ordinance by any public officer or employee of the County of Shasta or Shasta County itself shall not become a personal liability of such person or a liability of the county.
- E. As authorized by Government Code section 25132, and except as otherwise provided by state statute, any person or entity violating any provision of this ordinance shall be guilty of a misdemeanor.

SECTION 4. DECLARATION OF URGENCY.

Based on the findings set forth in Section 2, this ordinance is declared to be an urgency ordinance that shall be effective immediately upon adoption by the Board of Supervisors.

SECTION 5. WRITTEN REPORT

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Ten days prior to the expiration of this ordinance or any extension thereof, the Board of Supervisors shall issue a written report describing the measures taken to alleviate the threat to public health, safety and welfare that led to the enactment of the ordinance.

SECTION 6. SEVERABILITY

If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 7. CONFLICTING LAWS

For the term of this ordinance, as set forth in Section 8 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

SECTION 8. EFFECTIVE DATE AND TERM

This ordinance is declared an urgency measure for the immediate protection and preservation of the public peace, health, safety and welfare for the reasons stated in Section 2, and it shall take effect immediately upon its adoption by a four-fifths (4/5) vote of the Board of Supervisors pursuant to Government Code section 65858 and Government Code section 25123 (d). This ordinance shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect unless, after notice pursuant to Government Code Section 65090 and a public hearing, the Board of Supervisors extends this ordinance for an additional period of time pursuant to Government Code Section 65858. The clerk shall cause this ordinance to be published as required by law

DULY PASSED AND ADOPTED this ____ day of March 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

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ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy