



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1673
(530) 225-5557
(800) 479-8009
(530) 225-5189 FAX

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 20, 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 Jeremy Twombly, Cow Creek Community Church

Pledge of Allegiance: Supervisor Rickert

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 13, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 2 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with BHC Sierra Vista 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 3 Health and Human Services Agency-Business and Support Services

Take the following actions: (1) Approve and authorize the Chairman to sign an agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc., in an amount not to exceed \$150,000 to provide a Space Needs Assessment for the Health and Human Services Agency (HHSA) for the period date of signing through March 31, 2019; and (2) approve and authorize the HHSA Director, or his/her designated Branch Director, or Deputy Branch Director, limited authority to sign amendments only to extend the term of the agreement through March 31, 2020 so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact

Simple Majority Vote

C 4 Health and Human Services Agency-Public Health

Take the following actions: (1) Approve and authorize the Chairman to sign the: (a) retroactive revenue agreement with the California Department of Public Health in an amount not to exceed \$944,450 to implement the Local Oral Health Program for the period January 1, 2018 through June 30, 2022; (b) California Civil Rights Certification; and (c) Contractor Certification Clauses Certification; (2) approve and authorize the Health and Human Services Agency (HHS) Director, or his/her designated Branch Director, or Deputy Branch Director, limited authority to execute prospective and retroactive amendments to the program plan documents and budgets that result in a net change of no more than \$94,445 and other minor, non-monetary amendments as necessary during the term of the agreement providing all such amendments otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and (3) adopt a salary resolution, effective April 1, 2018, which adds 1.0 Full-Time Equivalent (FTE) Public Health Program and Policy Analyst position and 1.0 FTE Typist Clerk II position to the HHS – Public Health budget.

No Additional General Fund Impact

Simple Majority Vote

OTHER DEPARTMENTS

C 5 Farm Advisor

Approve a budget amendment increasing appropriations by \$2,779 in the Farm Advisor JT Lassen Shasta budget to be offset with Contingency General Fund to bring the budget into alignment.

General Fund Impact

4/5 Vote

REGULAR CALENDAR

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. Persons wishing to address the Board are requested to fill out a Speaker Request Form prior to the beginning of the meeting (forms are available from the Clerk of the Board, 1450 Court Street, Suite 308B, Redding, or 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. Each speaker is allocated three minutes to speak.

GENERAL GOVERNMENT

R 1 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; (2) approve and authorize the Chairman to sign a letter in support of Assembly Concurrent Resolution 202 (Dahle), *Robert "Bob" Thompson Memorial Highway*; and (3) receive Supervisors' reports on countywide issues.

No General Fund Impact

Simple Majority Vote

NO CLOSED SESSION SCHEDULED

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

RECESS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
3/27/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
4/3/2018		Board of Supervisors Meeting Canceled	
4/5/2018	2:00 p.m.	Airport Land Use Commission Meeting	Board Chambers
4/10/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
4/10/2018	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 20, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

3/13/18 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 13, 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 13, 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 20, 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.

Administrative Board Clerk - Trisha Boss

Administrative Board Clerk - Kristin Gulling-Smith

INVOCATION

Invocation was given by Pastor Janet Chapman, First Christian Church

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

MARCH 2018 EMPLOYEE OF THE MONTH
SHASTA COUNTY SHERIFF DEPARTMENT
INVESTIGATIVE TECHNICIAN DARLENE PEREA
RESOLUTION NO. 2018-023

At the recommendation of the Employee Recognition Committee and by motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-023, which recognizes Shasta County Sheriff's Office, Investigative Technician Darlene Perea, as Shasta County's Employee of the Month for March 2018.

(See Resolution Book No. 60)

PRESENTATIONS

PRESENTATION

2017 SHASTA MOSQUITO AND VECTOR CONTROL DISTRICT ANNUAL REPORT

Shasta Mosquito and Vector Control District (District) Manager Peter Bonkrude presented the District's annual report for 2017. He provided an overview of various programs and services provided by the District.

BOARD OF SUPERVISORS REGULAR MEETING - March 20, 2018

PUBLIC COMMENT PERIOD - OPEN TIME

Jesse spoke in regards to concerns of an abandoned house across the street from his residence.

Russ Wade spoke regarding concerns with carbon emissions.

Monique Welin spoke regarding mental health and psychosocial crisis.

CONSENT CALENDAR

By motion made, seconded (Morgan/Rickert), 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 March 6, 2018, as submitted. (Clerk of the Board)

Approved and authorized 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. (County Counsel)

Adopted Resolution No. 2018-024 which amends the Shasta County Personnel Rules, Chapter 14, Leaves of Absence, and Appendix A Forms. (Support Services-Personnel)
(See Resolution Book No. 60)

Approved and authorized 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. (Health and Human Services Agency-Adult Services)

Approved and authorized 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. (Health and Human Services-Business and Support Services)

Approved and authorized the: 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 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*. (Health and Human Services Agency-Public Health)

BOARD OF SUPERVISORS REGULAR MEETING - March 20, 2018

Approved and authorized the: 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 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*. (Health and Human Services Agency-Public Health)

Adopted Resolution No. 2018-024 declaring the termination of the March 6, 2018 proclamation of a local emergency and finding that the current conditions no longer warrant the need to continue the proclamation pursuant to Government Code 8630(d). (Sheriff)

Took the following actions regarding the “Ash Creek Road at Sacramento River Overflow Bridge Replacement Project,” Contract No. 703921: Found the geotechnical site investigation categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15306, Class-6-Information Collection; and approved and authorized 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. (Public Works)

Approved and authorized 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. (Public Works)

Took the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: Approved and authorized 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 accepted one Easement Deed conveying the right-of-way parcel. (Public Works)

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

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

BOARD OF SUPERVISORS REGULAR MEETING - March 20, 2018
County Executive Officer (CEO) Larry Lees had no legislative update.

Supervisor Kehoe recently attended the Mental Health, Alcohol and Drug Advisory Board meeting.

Supervisor Moty recently attended the Sierra-Sacramento Valley Emergency Medical System Board meeting.

Supervisor Rickert recently attended the Sierra Nevada Conservancy meeting.

Supervisor Baugh recently attended the Local Agency Formation Commission meeting.

Supervisors reported on issues of countywide interest.

SCHEDULED HEARINGS

RESOURCE MANAGEMENT

AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND MEASURES

RESOURCE MANAGEMENT

SHERIFF

ORDINANCE NO. 739

MORATORIUM ON THE CULTIVATION OF HEMP UNINCORPORATED AREAS OF SHASTA COUNTY

This was the time set aside to conduct a public hearing to consider an uncoded urgency ordinance imposing a temporary moratorium on Industrial Hemp in the Unincorporated Areas of the County of Shasta. Agricultural Commissioner/Sealer of Weights and Measures Paul Kjos provided a presentation on the request to adopt an Urgency Interim Ordinance Establishing a Moratorium on the Cultivation of Industrial Hemp in the Unincorporated Areas of Shasta County. He requested time to assess the impact that this plant may have on the County due to the passage of Proposition 64. The production of hemp is prohibited for most people until the Industrial Hemp Advisory Board provides recommendations to the Secretary of Food and Agriculture and regulations are in place. The regulatory framework will be determined by the recommendations from the Industrial Hemp Advisory Board. The Notice of Hearing and the Notice of Publication are on file with the Clerk of the Board.

He explained the difference between cannabis and hemp is the amount of THC contained in the plant. Lab testing is the only way to determine the level of THC. Code exempts established Agricultural Research Institutions. A request has been made to the Advisory Board and the State for clarification on what constitutes an Agricultural Research institution; an answer has yet to be received. Until the regulations come out, an interim moratorium is being requested.

In response to questions by Supervisor Baugh, Mr. Kjos stated the definition of Agricultural Research Institution in the Food and Agricultural-Code is unclear.

In response to questions by Supervisor Morgan, Mr. Kjos stated that Shasta College does have an Agriculture Department and they would be able to grow industrial hemp. It is his opinion that this was the intention of Proposition 64, but needs clarity. It was his understanding that the Industrial Hemp Advisory Board has met a couple of times and in late 2018 the Advisory Board should have the framework for regulation, to be presented to the State.

Larry Lees, County Executive Officer explained that the County isn't giving legal recommendation to what the College can do. The moratorium would be based on what would be legally sustainable.

BOARD OF SUPERVISORS REGULAR MEETING - March 20, 2018

Rubin Cruse, County Counsel stated that he doesn't know if Shasta College intends to grow hemp; if the moratorium was put into place they wouldn't be able to, because they are in the unincorporated area of the County.

In response to questions by Supervisor Rickert, Mr. Kjos stated he was only aware of one hemp crop in California.

In response to questions by Supervisor Moty, Mr. Cruse explained that he will have to research what the time frames are for extensions of the moratorium.

Sheriff Tom Bosenko gave a presentation on the difficulty that Law Enforcement faces with differentiating hemp and marijuana which makes it difficult when investigating a crop. Currently, the lack of specific regulation by the State is causing great concern as anyone can claim that they are doing some kind of research on hemp. He stated that the cost of laboratory testing will also need to be taken into account since this is the only way for law enforcement to determine the THC content of a plant. He also expressed environmental concerns, safety concerns, and stated that the costs that will need to be taken into account are disposal, testing, licensing and labor.

In response to questions by Supervisor Kehoe, Sheriff Bosenko stated that enforcement of the moratorium would be a concern.

The public hearing was opened.

Johnathan Payne, with Ventura Research Group, spoke in favor of permitting hemp. He stated that this could bring a lot of revenue to Shasta County.

The public hearing was closed.

In response to questions by Supervisor Baugh, Mr. Cruse stated that the concern before the Board is the temporary moratorium. If approved the moratorium would be in effect for 45 days. It could then come before the Board for another public hearing to see if they want to extend the moratorium for an additional 22 months and 15 days based on the information available at that time.

In response to questions by Supervisor Kehoe, Mr. Cruse stated that County Counsel drafted the ordinance and to the best of his knowledge, it was accurate.

In response to questions by Supervisor Morgan, Mr. Cruse stated within the 45-day time period the moratorium will be brought back before the Board for further discussion.

By motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors took the following actions; introduced, waived the reading of, and adopted Uncodified Urgency Interim Ordinance 739 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"); found 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; directed 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 directed 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.

(See General Ordinance Book)

CLOSED SESSION ANNOUNCEMENT

BOARD OF SUPERVISORS REGULAR MEETING - March 20, 2018

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

Confer with legal counsel to discuss one case of anticipated litigation, pursuant to Government Code section 54956.9,(d)(4) *Initiation of Litigation: One Potential case.*

10:32 a.m.: The Board of Supervisors recessed to Closed Session.

10:58 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

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss Initiation of Litigation: One Potential Case: reportable action was taken:

As for one potential case for initiation of litigation, one potential case, the Board of Supervisors, by a 5-0 vote gave approval to legal counsel to initiate legal action, and the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the County's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize the County's ability to conclude existing settlement negotiations to its advantage.

There was no other reportable action.

11:00 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 20, 2018

CATEGORY: Consent - Health and Human Services-2.

SUBJECT:

Renewal Agreement with BHC Sierra Vista 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 Sierra Vista 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 Sierra Vista Hospital, Inc., (Sierra Vista) 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 Sierra Vista 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 Sierra Vista. 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 Sierra Vista will include all medications, psychiatrist time, and laboratory work. Sierra Vista 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. Sierra Vista will bill the patient's insurance, when applicable, and apply any payments to offset the Shasta County cost. Additionally, Sierra Vista 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 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 Sierra Vista.

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 Sierra Vista 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 Sierra Vista 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 Sierra Vista 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 Sierra Vista. 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	3/12/2018	Agreement

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
BHC SIERRA VISTA HOSPITAL, INC., dba SIERRA VISTA 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 Sierra Vista Hospital, Inc., dba Sierra Vista 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

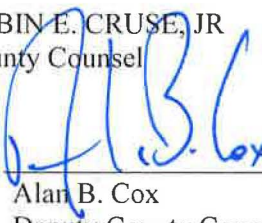
Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

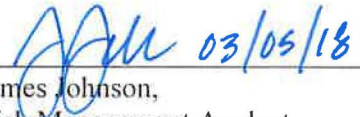
By _____
DEPUTY

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

RISK MANAGEMENT APPROVAL

By:  03/11/18
Alan B. Cox
Deputy County Counsel

By:  03/05/18
James Johnson,
Risk Management Analyst

Date:  3/7/18

PROVIDER

By: 
MIKE ZAUNER, CEO

Federal Tax ID # _____ 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 Sierra Vista Hospital, Inc., dba Sierra Vista 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 Agency, 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:

Sierra Vista Hospital
8001 Bruceville Road
Sacramento, CA 95823

K. **Quality of Care.**

- I. 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 by 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.**

I. 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 that 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 payers 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, officers, 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 required 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 Care 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, are 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.

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 NO. 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
HHS Adult Services Branch
ATTN: Contracts Unit
P.O. Box 496005
Redding, CA 96049-6005
Phone: (530) 245-6860
Fax: (530) 225-5555

Provider:

Chief Executive Officer
Sierra Vista Hospital
8001 Bruceville Road
Sacramento, CA 95823
Phone: (916) 288-0300
Fax: (916) 689-5517

- 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:

Medi-Cal, excluding attending psychiatrist fees	\$ 770.00 per day
Medi-Cal 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	\$ 611.60 per day
Administrative Day, with psychiatric support	\$ 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 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 Health Care Services (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 (or any other subsequent appropriate state agency) 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
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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

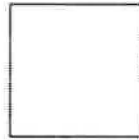
EXHIBIT NO. 4 Grievance Brochure

WHAT HAPPENS TO YOUR GRIEVANCE?

When you submit a grievance about your mental health services to the Shasta County Mental Health Plan, we take the following steps to make sure your complaint is resolved.

- Send you written notification that we have received your grievance.
- Assign a neutral person to review your grievance.
- If one person is unable to resolve your grievance, a committee will be formed to hear both sides. You will be able to talk with the committee about your grievance. The committee will make a recommendation for a final decision.
- A second letter will be sent to you with the outcome of your grievance.

Shasta County does not discriminate on the basis of disability. Our ADA coordinator may be reached at 530-225-5515; relay services 800-735-2922; fax 530-225-5345.



Shasta County Mental Health Plan
Attn: Shasta County Authorization
Management Program
P.O. Box 496048
Redding, CA 96049-6048

SHASTA COUNTY HEALTH AND
HUMAN SERVICES AGENCY
Mental Health, Alcohol and Drug
Department
www.shastamenthealth.net
Revised 1/2009



Grievance Form

*Let us help you
resolve any service
complaints.*

**[For assistance call
(530) 245-6750]**

WHY FILE A GRIEVANCE?

Shasta County tries to do its best in working with clients and providers, but understands that sometimes things do not work out as planned.

You may choose to file a grievance if you are unhappy with the mental health services you currently receive.

HOW TO FILE A GRIEVANCE

You may choose to file your grievance orally, or in writing. If you choose to file an oral grievance, please contact Managed Care at 245-6750 or toll free at 1-888-385-5201. If you choose to file a written grievance, please complete this postage-paid form. You may mail the completed form to the address on front or place it in the grievance box at the front lobby of Shasta County Mental Health.

For questions, or the status of your grievance, contact Managed Care at 245-6750 or toll free at 1-888-385-5201. TTY users, call 530-245-6979, California Relay Service, call 711 or 800-735-2922.

GRIEVANCE FORM

You may request a staff person or other individual to assist you with the grievance process. You may choose to have another person act on your behalf. By filing a grievance, you will NOT be subject to discrimination or any other penalty.

Date: _____ Site: _____

Name: _____ Birth Date: _____

Address: _____

Telephone (home): _____ (work) _____

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 HHSA 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 Contractor 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 Sierra Vista, a contractor of the County of 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.

Thank you.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 20, 2018

CATEGORY: Consent - Health and Human Services-3.

SUBJECT:

Agreement with Nichols-Melburg & Rossetto, AIA & Associates, 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

Take the following actions: (1) Approve and authorize the Chairman to sign an agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc., in an amount not to exceed \$150,000 to provide a Space Needs Assessment for the Health and Human Services Agency (HHSA) for the period date of signing through March 31, 2019; and (2) approve and authorize the HHSA Director, or his/her designated Branch Director, or Deputy Branch Director, limited authority to sign amendments only to extend the term of the agreement through March 31, 2020 so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

N/A

DISCUSSION

The HHSA is developing a Space Needs Assessment and analysis that will help guide HHSA over the next 10 to 20 years with regards to space needs and related facility requirements. Through a Request for Quote (RFQ) process HHSA was seeking a consultant that can provide expertise in the assessment of space needs and conceptual space planning for HHSA. The RFQ process yielded four responses. Nichols-Melburg & Rossetto, AIA & Associates, Inc. (NMR) was selected to provide the space needs assessment.

In addition to guiding the HHSA with space and facility requirements, it is anticipated that the Space Needs Assessment will also help the HHSA with building workflow, looking at ways to maximize County-owned space (i.e., remodeling current county owned and occupied space as opposed to leasing new space), and contemplating options for the future of the current Shasta County Courthouse when it is vacated with the completion of the new Shasta County Courthouse.

ALTERNATIVES

The Board could choose not to approve the agreement, may request additional information from staff, may direct staff to issue a new RFQ with different parameters, or may defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. County Purchasing administered the Request for Quotes process. Public Works has reviewed the agreement and are available to provide technical assistance on this project. This recommendation has been reviewed by the County Administrative Office.

FINANCING

HHSa’s FY 2017-18 Adopted Budget 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, if necessary. No additional County General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	3/9/2018	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency ("HHSA"), a political subdivision of the State of California ("County") and Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("Consultant") to provide a Space Needs Assessment (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

- A. **Advisory Review Committee Meeting(s)** means a team comprised of HHSA staff and County members from the Project Team as needed. HHSA Business and Support Services will be responsible for scheduling meetings of the Advisory Review Committee.
- B. **Expanded Cabinet** means HHSA's leadership team comprised of the HHSA Director, HHSA Branch Directors, and HHSA Branch Deputy Directors.
- C. **Interview Meeting(s)** are conducted by Consultant with each HHSA Branch (Adult Services, Business and Support Services, Children's Services, Office of the Director, Public Health, and Regional Services) for the purpose of discussing operational needs, current space shortfalls, and long-range operational objectives of each HHSA Branch, and reviewing the facilities inventory and space occupancy inventory.
- D. **HHSA Branch(es)** ("Branch(es)") means the six Branches that form the Health and Human Services Agency which are Adult Services; Business and Support Services; Children's Services; Office of the Director; Public Health; and Regional Services.
- E. **Needs Assessment Database** is a database developed by the Consultant that shall include, but is not limited to, a summary of the projected HHSA space needs and associated parking requirements
- F. **Project Kickoff Meeting(s)** shall be scheduled by HHSA and will set the goals and outcomes, timelines, benchmarks, and direction of the Project Team. The Project Kickoff Meeting(s) shall serve to establish key Branch contact persons, location of County data, finalize project meeting(s), and project delivery dates. At these meetings, HHSA shall determine which facilities and sites are considered subject to change in any plan (referred to as the "subject facilities") and which are "fixed in place" and may not require consideration in any growth plan. During the project initiation, County maps and documents that may assist the Consultant shall be made available to Consultant.
- G. **Project Team** is comprised of members from HHSA, County's Department of Public Works, as needed, and the Consultant.
- H. **Space Allocation Standards** are a tool to assist HHSA make better decisions about effective and efficient planning of office and facility needs. The goals and benefits, of Space Allocation Standards include but are not limited to: reducing initial

costs/minimizing cost; increasing sustainability; reducing cost of future remodeling; increasing flexibility; contributing to employee productivity; providing a measure of equity; and improving the quality and effectiveness of the work environment.

- I. **Space Inventory Database** is a database developed by the Consultant that shall include, but is not limited to, the current occupancy of each facility by address, building, and floor, and an estimated net usable space occupied. The Space Inventory Database shall also summarize the estimated total gross area of each floor, gross area of the overall building, and public and staff parking.
- J. **Space Needs Assessment** means the Consultant shall review and analyze current workspaces and workflow of each of HHSA's locations listed in **Exhibit A, Health and Human Services Agency Locations**, attached and incorporated into this agreement by this reference; and identify any efficiency of cost-effective layout alterations that may provide space for additional employees so as possibly to defer the requirement of procuring additional space over the next 10 to 20 years. In addition, the Consultant shall propose automation, electronic, or other techniques which may serve to provide efficiency of file/storage space, with a cost-benefit analysis.

Section 2. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall:
 - (1) Attend Project Kickoff Meeting(s) at a time, day, and location determined by County.
 - (2) Inventory and assess all existing HHSA occupied facilities and provide a visual summary assessment of each HHSA occupied facility with respect to general condition of the building structure, expandability, adaptability, accessibility, and overall building systems such as, but not limited to, mechanical and structural.
 - (3) Review any lease terms and conditions of each HHSA occupied facility. This assessment shall provide a general estimate of the viability for continued use and potential cost of renovation for future use, and the information shall be used to prepare the Space Inventory Database.
 - (4) Develop an overall parking inventory for public and staff needs.
 - (5) Document existing HHSA staff, locations, and functions, where HHSA services currently reside. Information gathered shall include, but is not limited to, occupied net usable space in all HHSA occupied subject facilities, and where updated "as built" plans are not available and provided by HHSA, Consultant shall estimate the total gross and net usable (or rentable) square footage, and discuss options with HHSA Project Manager, that may include measuring and drafting floor plans.
 - (6) Collect and analyze demographic projections with the goal of identifying past population growth trends, and target the likelihood of future population service needs geographically within Shasta County which will affect the

nature and location of HHSA services required in the future. Consultant shall work with HHSA to collect historic, current, and projected county population data which shall include, but is not limited to the following:

- a. Any adjusted population counts and population by geographic location (census tract or traffic zone) maintained by Shasta County;
 - b. Historic, current, and projected population estimates maintained by the State of California Department of Finance; and
 - c. Population estimates of the U.S. Department of Commerce, Bureau of the Census.
- (7) Provide a plot graph of projected population estimates, geographically, relative to existing HHSA services and subject facilities.
- (8) Conduct Interview Meetings separately with each HHSA Branch to discuss adjacency needs, centralization, de-centralization, and growth impacts. Consultant shall obtain perspective of each HHSA Branch's needs, mission, and vision, to provide a better understanding of relative priorities for facilities projects and growth impacts necessary for development of a planning strategy.
- (9) Analyze the potential for consolidation of outlying offices regionally, or for centralization of functions within HHSA, following completion of the individual Branch interviews. The Consultant shall compare these findings with the demographic data to establish hypothetical service regions specific to each potentially de-centralized office function. For example, those Branches with indigent care responsibilities, the Consultant shall examine accessibility to public transit, location of indigent population (using County-provided demographic data), etc. Consultant shall also consider the impact of inter-Branch adjacency needs and workflow, and provide recommendations for consideration of regional facilities deployment, de-centralization, or centralization of HHSA operations on a Branch-by-Branch basis.
- (10) Document ideal priorities for HHSA adjacencies based on workflow and personnel movements using data collected during HHSA interviews. These adjacency relationships shall form a basis for development of space allocation planning concepts in subsequent tasks, and provide graphical documentation of HHSA adjacency criteria for HHSA as a whole, using a relative scale to indicate priorities.
- (11) Provide a draft report and present findings, to date, at Advisory Review Committee Meeting(s), which shall include, but is not limited to, the following:
 - a. The facilities inventory and HHSA occupancy by location, demographic findings, and projections;
 - b. HHSA objectives, opportunities, and conflicting goals;
 - c. De-centralization or regionalization opportunities;

- d. Needs to centralize operations; and
 - e. Workflow and adjacency needs.
- (12) Consultant shall address long-term HHSA service strategies as they may affect facilities needs in the future, including impacts of funding for facilities cost reimbursement, leasing, etc.
- (13) Following the Advisory Review Committee Meeting discussions regarding the long-range service strategies, and using the data provided in HHSA interviews, Consultant shall project potential staffing requirements of each Branch, by location, given three forecast modes. These forecast modes shall include, but are not limited to the following:
- a. A "minimum" growth (status quo operations on an expanding population base) projection;
 - b. A "maximum" growth (considering increased service levels and/or decentralization) projection; and
 - c. A "best estimate" of growth given the Advisory Review Committee Meeting(s) discussions of HHSA operational strategy during the population growth.
- (14) Estimate future public access needs by estimating the volume of public visitor access (physical access, versus telephonic, internet or other electronic access) needs to each Branch's public service facilities at each subject facilities HHSA location. Consultant shall assess the impact of potential changes in staffing and service levels associated with increased deployment of automation and use of communications technologies. These estimates shall be conducted concurrently with the projected staffing needs of each Branch. In addition, Consultant shall identify where the conceptual deployment of HHSA public service offices over- or under-represents the projected need based on population growth identified in Section 2.A.(6).
- (15) Create Space Allocation Standards for the purpose of estimating future space needs.
- (16) Project HHSA's demands for net usable space by site location given the operational analysis, staff projections, and Space Allocation Standards. Space requirements for each function shall provide the projections for the "minimum", "maximum", and "best estimate" growth forecasts. The result shall be totaled by Branch and function, location, and by space type (office, warehouse, shop, lab, clinic, lab, etc.).
- (17) Meet with HHSA Project Manager, HHSA Director, or other appropriate staff to discuss and obtain HHSA policy and objectives regarding employee parking in both urban and rural environments.
- (18) Estimate the number of employee, visitor, and County vehicles to be parked at each separate existing or proposed site location, using the staffing and space requirement estimates, and California Building Code requirements. Consultant shall also estimate the number of visitors anticipated at each HHSA occupied site, and include this data in the Needs Assessment Database.

- (19) Present the future staff requirements based on the "minimum", "maximum", and "best estimate" forecasts at Advisory Review Committee Meeting(s). Consultant shall review the Space Allocation Standards, existing net space per staff workstation, and the "target" net square footage per each staff workstation. Consultant shall present the projected net space needs by location for each Branch and function, per the operational modes agreed to at the previous Advisory Review Committee Meeting.
 - (20) At the option of HHSA's Project Manager, conduct a workshop with Expanded Cabinet to present findings, to date, and to solicit input and modification to the project assumptions. At this/these presentation(s), the Consultant shall summarize the inventory of existing HHSA-occupied facilities, HHSA staffing by location, projected growth and population impacts, service delivery strategies, recommended centralization and de-centralization needs of departments, workflow and adjacency criteria, staffing projections, and space requirements by Branch and location.
 - (21) Include in the Space Needs Assessment, the potential for HHSA to occupy a portion of the current courthouse space, approximately 79,975 square feet, after the new courthouse is completed. The analysis shall also include the costs associated with remodeling the space to provide for public services and related staffing, i.e., office space, for occupancy.
- B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement 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, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall:

- A. Schedule the Advisory Review Committee Meeting(s), Interview Meeting(s) Project Kickoff Meeting(s), and workshop with Expanded Cabinet, if needed, and participate, as necessary.
- B. Provide an HHSA Project Manager as the County's primary contact and liaison for the Consultant.
- C. Provide "as built" plans, demographic data, and other information needed by Consultant and available in County records that will be of assistance to Consultant in executing its responsibilities under the terms of this Agreement.
- D. Gather miscellaneous information needed by Consultant through the use of Consultant supplied questionnaires and forms.

- E. Review documents submitted by Consultant and promptly render decisions, when within the County's power to do so, pertaining thereto to avoid unreasonable delay in the progress of the project.
- F. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 4. COMPENSATION.

- A. Consultant shall be paid monthly for the services described in this agreement at the hourly rates specified in **Exhibit B, Hourly Rate & Reimbursable Rate Schedule**, attached and incorporated into this agreement by this reference.
- B. County shall reimburse Consultant for cost incurred while providing the services described in this agreement at the rates specified in **Exhibit B**.
- C. During the term of this agreement, the County's HHSA Director or any HHSA Branch Director authorized by the HHSA Director may approve, in writing and in advance, changes in any of Consultant's rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
- D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$150,000.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- F. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for the services rendered the preceding month and costs incurred, an itemized billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation and/or original receipts. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both Parties and shall end March 31, 2019. 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 for this agreement 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 Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director authorized by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement 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 agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement 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 agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and 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).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement 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 agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement 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 agreement; 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 agreement.

Section 11. 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 agreement 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 agreement 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 agreement.
- B. For professional services provided under this agreement, 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 agreement. Consultant shall also, at Consultant'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. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

Section 12. INSURANCE COVERAGE.

- 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 agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (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 agreement.
 - (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 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, 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 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 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 agreement.
- (6) The insurance coverage 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, 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 agreement 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 agreement, County may, in addition to any other remedies it may have, terminate this agreement 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.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of

a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. 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.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. 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.
- E. 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.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times

upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 16. 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.

Section 17. 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.

Section 18. PERFORMANCE STANDARDS.

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 19. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES.

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), 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.

If to County: Branch Director
HHS Business and Support Services
Attn: Contracts Unit
P.O. Box 496005
Redding, CA 96049-6005
Phone: (530) 245-6860
Fax: (530) 225-5555

If to Consultant: Principal Architect
Nichols-Melburg & Rossetto, AIA & Associates, Inc.
300 Knollcrest Drive
Redding, CA 96002
Phone: (530) 222-3300
Fax: (530) 222-3538

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. 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.

Section 21. 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.

Section 22. 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.*

Section 23. 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.

Section 24. 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.

Section 25. 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.

Section 26. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY OF CLIENT INFORMATION.

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 28. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 29. 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant 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.

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:  for 3/4/18
Alan B. Cox
Deputy County Counsel


By:  03/07/18
James Johnson
Risk Management Analyst

Date: 3/8/18

CONSULTANT

By: 
Kyle Matti, Vice President

Date: 3.8.18

By: 
Les Melburg, Secretary

Tax I.D.#: _____ On file

Health and Human Services Agency Locations

Location Address	City	Branch	Program	Lease/Own	Square Feet
2889 East Center St.	Anderson	Regional	Regional Office	<ul style="list-style-type: none"> 63.7% County Owned 36.3% City of Anderson Owned 	13,475
36911 Main St.	Burney	Regional	Burney Office	Leased	3,040
3rd St. Johnson Park, Hwy 299 E (Units 16 & 23)	Fall River Mills	Regional	PH Storage	Leased	200
44218 A St.	McArthur	Regional	WIC	MOU Intermountain Fair	290
1035 Placer St.	Redding	Regional	Eligibility (2 Eligibility Workers)	Leased	50
1075 Court St. (F4)	Redding	Adult	Public Guardian Closed Files	Leased	200
1075 Court St. (O5)	Redding	Adult	IHSS Closed Files	Leased	300
1220 Sacramento St.	Redding	Regional	Regional Office	Leased	8,000
1265 Redwood Blvd.	Redding	Regional	Opportunity Center	Owned	17,012
1313 Yuba St. Mall	Redding	Children's	Children's Services	Leased	13,500
1400/1550 California St.	Redding	<ul style="list-style-type: none"> Children's Regional 	CalWORKs & LINC'S Office Space	Leased	27,044
1400/1550 California St.	Redding	<ul style="list-style-type: none"> Children's Public Health Regional Other Co 	Basement Storage	Leased	18,616
1506/1518 Market St.	Redding	Regional	Perinatal	Leased	5,000
1604 Market St.	Redding	Children's	Adoptions, Options, Foster Care Licensing Conference Room	Leased	1,748
1620, 1624, 1628 Market St.	Redding	Children's	Adoptions, Options, Foster Care Licensing	Leased	7,345
1810 Market St.	Redding	BSS	Fiscal, HR, Contracts, Managed Care, IT, Asset Management	Leased	12,636
1926 Sycamore Dr.	Redding	Children's	CCS	<ul style="list-style-type: none"> See SELPA Agreement Services provided 1 - 2 times per week 	100

Location Address	City	Branch	Program	Lease/Own	Square Feet
2406 Breslauer Way	Redding	Regional	Mail/Package Room & Tool Room	County Owned	1,496
2420 Breslauer Way	Redding	Regional	Boggs	County Owned	2,570
2430 Breslauer Way	Redding	Regional	Outback Modular	County Owned	1,982
2460 Breslauer Way	Redding	Regional	Eligibility	County Owned	32,678
2466 Breslauer Way	Redding	Regional	Garages (Bates)	County Owned	720
2486 Progress Dr., Unit 2	Redding	Public Health	EPU Storage	Leased	3,172
2615 Breslauer Way	Redding	Public Health	Cottage 5 (Office of the Director)	County Owned	2,876
2632 Breslauer Way	Redding	Regional	Lower Level (Eligibility & IHSS-PA)	County Owned	
2634 Breslauer Way	Redding	Adult	IHSS & PG	County Owned	
2640 Breslauer Way	Redding	<ul style="list-style-type: none"> • Adult • Children's 	Mental Health	County Owned	59,576
2644 Breslauer Way	Redding	Adult	Modular	County Owned	1,920
2650 Breslauer Way	Redding	Public Health	Public Health Buildings 1 & 2	County Owned	11,992
2652 Breslauer Way	Redding	Public Health	Cottage 1	County Owned	958
2652 Breslauer Way, #1	Redding	Public Health	Cottage 1 Garage	County Owned	336
2654 Breslauer Way	Redding	Adult	Cottage 2 (APS)	County Owned	1,008
2656 Breslauer Way	Redding	Adult	Cottage 3	County Owned	1,008
2660 Breslauer Way	Redding	Public Health	Public Health East Building	County Owned	6,726
2757 Churn Creek Rd, Suites A & B	Redding	Regional	Enterprise Regional Center	Leased	3,200
3499 Hiatt Dr.	Redding	Public Health	<ul style="list-style-type: none"> • CCS (California Children's Services) • MTU (Medical Therapy Unit) 	See SELPA Agreement	4,160
4216 Shasta Dam Blvd. and 4222 Shasta Dam Blvd.	Shasta Lake	Regional	Regional Office	Leased	5,704
1411 Yuba St. and 1612 Market St.	Redding	Children's		Leased	2,473

HOURLY RATE & REIMBURSABLE RATE SCHEDULE

Personnel/Position	Rate
Principal Architect	\$225/hour
Senior Project Architect	\$143/hour
Project Technician	\$116/hour
Administrative	\$55/hour
Reimbursable Expense Rates	
<i>IN-HOUSE REPROGRAPHICS</i>	
Prints 12x24, 15x21, 18x24	\$1.75/each
Prints 24x36	\$2.50/each
Prints 30x42	\$3.50/each
Copies 8-1/2x11	\$.10/each
Copies 8-1/2x14	\$.15/each
Copies 11x17	\$.20/each
Color Copies 8-1/2x11	\$.50/each
Color Copies 11x17	\$.75/each
Plots 24x36 Bond	\$4.00/each
Plots 30x42 Bond	\$5.00/each
Color Plots 24x36 Bond	\$20.00/each
Color Plots 30x42 Bond	\$25.00/each
Presentation Board Materials	\$50.00/each
Scanning 12x24, 15x21, 18x24	\$.55/page
Scanning 24x36	\$1.15/page
Scanning 30x42	\$1.65/page
Scanning 36x48	\$2.15/page
Printing by outside source	Actual Expense + 10%
<i>Alliance Project Management System:</i>	
Server and Database use during Design	\$60.00/month
Server and Database use during Construction	\$120.00/month
<i>TRAVEL EXPENSES</i>	
Mileage	Current IRS allowed amount
Other Travel Related Expenses*	Actual Expense + 10%
<i>AGENCY FEES</i>	
Approval and Plan Check Fees	Actual Expense + 10%
<i>CONSULTANTS</i>	
Consultant Billings	Actual Expense + 10%
Consultant Reimbursable Expenses	Actual Expense + 10%
<i>OTHER PROJECT RELATED ITEMS</i>	
	Actual Expense + 10%

* County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 20, 2018
CATEGORY: Consent - Health and Human Services-4.

SUBJECT:
Revenue agreement with California Department of Public Health, California Oral Health Program

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

Take the following actions: (1) Approve and authorize the Chairman to sign the: (a) retroactive revenue agreement with the California Department of Public Health in an amount not to exceed \$944,450 to implement the Local Oral Health Program for the period January 1, 2018 through June 30, 2022; (b) California Civil Rights Certification; and (c) Contractor Certification Clauses Certification; (2) approve and authorize the Health and Human Services Agency (HHS) Director, or his/her designated Branch Director, or Deputy Branch Director, limited authority to execute prospective and retroactive amendments to the program plan documents and budgets that result in a net change of no more than \$94,445 and other minor, non-monetary amendments as necessary during the term of the agreement providing all such amendments otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and (3) adopt a salary resolution, effective April 1, 2018, which adds 1.0 Full-Time Equivalent (FTE) Public Health Program and Policy Analyst position and 1.0 FTE Typist Clerk II position to the HHS – Public Health budget.

SUMMARY

N/A

DISCUSSION

The California Department of Public Health, California Oral Health Program has been awarded a five-year grant from Proposition 56, The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop56). As a result, Shasta County’s Health and Human Services Agency- Public Health Branch has been awarded \$944,450 for the four-and-a-half-year period beginning January 1, 2018 through June 30th, 2022. The purpose of the Grant is to implement local activities aligned with the California Oral Health Plan around oral health education, dental disease prevention, linkage to treatment, surveillance, and case management services in the community. Evidence-based or evidence informed strategies recommended in the California Oral Health Plan will be implemented by the Public Health Branch, while collaborating with existing, and creating

new partnerships.

ALTERNATIVES

The Board could choose not to approve this agreement, may direct staff to modify the terms of the agreement, or revise the recommended authority for the Director to sign future amendments.

OTHER AGENCY INVOLVEMENT

The Support Services Department – Personnel Unit created the Salary Resolution. County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The recommendation has been review by the County Administrative Office.

FINANCING

Although the current agreement is for five years, the department is assured by the state that this funding will continue and so a sunset date on the new positions are not requested. The HHSA – Public Health (411) Adopted Budget for Fiscal Year 2017/18 has sufficient appropriations for this new grant money. The HHSA - Public Health Branch will include revenue and expenditures associated with this agreement in future budget requests to the Board. There is no additional General Fund impact with the approval of the recommendations.

ATTACHMENTS:

Description	Upload Date	Description
HHSA PH Oral Health Agreement	3/1/2018	HHSA PH Oral Health Agreement
Oral Health Salary Resolution	3/7/2018	Oral Health Salary Resolution

CALIFORNIA Oral Health Program

Local Oral Health Plan

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

Shasta County Health and Human Services Agency, hereinafter “Grantee”

Implementing the project, Shasta County Local Oral Health Program,” hereinafter “Project”

GRANT AGREEMENT NUMBER 17-10726

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750, and 131085(a).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide activities that support the state oral health plan build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community. The Grantee will assess the oral health needs of the California communities, develop a strategic action plan to address the oral health needs of the population groups within the communities, and implement evidence based or evidence informed programs.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Nine Hundred Forty Four Thousand Four Hundred Fifty dollars (\$944,450).

TERM OF GRANT: The term of the Grant shall begin on January 1, 2018, or upon approval of this grant, and terminates on June 30, 2022. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: Shasta County Health and Human Services Agency
Name: Angela Wright, Grant Manager	Name: Caryl Greenwood, Supervising Public Health Nurse
Address: MS 7208, 1616 Capitol Avenue, Suite 74.420	Address: 2650 Breslauer Way
City, Zip: Sacramento, CA 95814	City, Zip: Redding, CA 96001-4246
Phone: (916) 552-9898	Phone: 530-245-6361

Fax: (916) 552-9729	Fax: 530-225-5074
E-mail: Angela.Wright@cdph.ca.gov	E-mail: cgreenwood@co.shasta.ca.us

Direct all inquiries to:

California Department of Public Health, California Oral Health Program	Grantee: Shasta County Health and Human Services Agency
Attention: Angela Wright, Grant Manager	Attention: Caryl Greenwood, Supervising Public Health Nurse
Address: MS 7208, 1616 Capitol Avenue, Suite 74.420	Address: 2650 Breslauer Way
City, Zip: Sacramento, CA 95814	City, Zip: Redding, CA 96001-4246
Phone: (916) 552-9898	Phone: 530-245-6361
Fax: (916) 552-9729	Fax: 530-225-5074
E-mail: Angela.Wright@cdph.ca.gov	E-mail: cgreenwood@co.shasta.ca.us

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative Summary Form, Scope of Work and Deliverables.
The Grant Application provides the description of the project and associated cost.
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D LETTER OF INTENT
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

State of California – Health and Human Services Agency – California Department of Public Health
CDPH 1229 (10/2016)

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Les Baugh, Chairman
Board Of Supervisors, County of Shasta,
State of California
1450 Court St. Suite 308B
Redding, CA 96001-1673

Date: _____

Marshay Gregory, Chief
Contract and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

ATTEST:
Lawrence G Lees
Clerk of the Board of Supervisors

By: _____
Deputy

RISK MANAGEMENT APPROVAL

BY: James Johnson 02/28/18
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL
Alan B. Cox 2/28/18
Alan B. Cox
Deputy County Counsel

**Exhibit A
Application Checklist**

DUE: Wednesday, September 20, 2017	
DATE OF SUBMISSION	September 18, 2017
ORGANIZATION NAME	<u>Shasta County</u> Public Health Department
Application Contact Name: Caryl Greenwood	Phone Number: 530-245-6361
E-mail Address: cgreenwood@co.shasta.ca.us	

The following documents must be completed and submitted with this Application Checklist by September 20, 2017, in hard copy and by E-mail.

APPLICATION CONTENTS:**Please Check**

Application Checklist (This Form) ☒
 Grantee Information Form (Document B) ☒
 Narrative Summary Form (Document C) ☒
 Scope of Work and Deliverables (Document D) ☒
 Documentation Checklist for Established LOHPs only (Document E) ☐



One copy must be mailed to:

<p><i>Regular Mail</i></p> <p>Oral Health Program California Department of Public Health P.O. Box 997377, MS 7208 Sacramento, CA 95899-7377</p>	<p><i>Express Delivery</i></p> <p>Oral Health Program California Department of Public Health 1616 Capitol Avenue, Suite 74.420 MS-7208 Sacramento, CA 95814</p> <p>(916) 552-9900</p>
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Also e-mail the documents to: DentalDirector@cdph.ca.gov.

Grantee Information Form

Organization	This is the information that will appear in your grant agreement:	
	Federal Tax ID #	94-6000535
	Name	Shasta County Health and Human Services Agency
	Mailing Address	2650 Breslauer Way Redding, CA 96001-4246
	Street Address (If Different)	
	County	Shasta
	Phone	530-245-6361 Fax 530-225-5074
	Website	http://www.co.shasta.ca.us
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name	David A. Kehoe, Chair
	Title	Board of Supervisors, District 1
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	1450 Court St, Suite 308B Redding, CA 96001-1673
	Street Address (If Different)	
	Phone	530-225-5557 Fax 530-225-5189
Email	dkehoe@co.shasta.ca.us	
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with Oral Health Program staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	Caryl Greenwood, MN, PHN
	Title	Supervising Public Health Nurse
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	2650 Breslauer Way Redding, CA 96001-4246
	Street Address (If Different)	
	Phone	530-245-6361 Fax 530-225-5074
Email	cgreenwood@co.shasta.ca.us	
Funding	These are the annual Funding amounts your LHJ will accept for grant purposes.	
	Year 1 (FY 17/18)	\$ 188,890
	Year 2 (FY 18/19)	\$ 188,890
	Year 3 (FY 19/20)	\$ 188,890
	Year 4 (FY 20/21)	\$ 188,890
	Year 5 (FY 21/22)	\$ 188,890

Narrative Summary Form
Shasta County Health and Human Services Agency

Shasta County residents enjoy an environment abounding in natural resources. The diverse landscape includes mountains, lakes and forest beauty. We are situated in the northern reaches of the Sacramento Valley and extend to the Cascade Range. This county in California has a population of over 178,000, and a population density of 47.3 people per square mile. Shasta County includes three incorporated cities with their own governing body; Redding, Anderson and Shasta Lake. About 50% of Shasta County's population (90,000 residents) live in Redding, while another 10,000 live in Anderson and Shasta Lake each. The rest of the residents live in unincorporated areas governed by the County Board of Supervisors. Approximately 71% of residents live in Urban areas while the remaining 29% live in the more rural parts of the county. Those living in rural locations experience significant barriers to receiving timely healthcare as distances pose substantial challenges. Eighteen percent of all residents live below the federal poverty level while 23.5% of children are living below poverty. The majority (81%) of Shasta County residents are White and 9.2% are Hispanic. Children under 5 years of age represent 5.8% of the population while those 65 and older are over 18% of the population and growing.

Twenty-three percent of Shasta County's residents are Medi-Cal beneficiaries. Shasta County has four Federally Qualified Health Centers (FQHC) serving most of the Medi-Cal beneficiaries, including the rural areas of Shasta County. There are also two tribal health centers serving the native population. While most of these clinics have dentists, there is still not enough healthcare professionals to serve all health needs as there are long wait times reported. We anticipate that these clinics will be foundational partners to our oral health assessment and improvement efforts.

The ratio of Shasta County residents to each primary care physician is 1220:1; this falls short of the national benchmark ratio of 1040:1. Primary care providers play a role in whole patient care, by initiating conversations about oral health and make referrals to dental providers.

The ratio of Medi-Cal beneficiaries to dentists is 3237:1 compared to the ratio of residents with private insurance at 1432:1. Nearly half of Shasta County adults lack dental insurance. Low income residents who receive Denti-Cal benefits face significant barriers with access to care. These challenges may have contributed to 1 in 4 residents who have not visited a dentist in more than 2 years.

Issues with access to care for both medical and dental services coupled with additional health behavior risk factors require a concerted effort to improve overall health in the population. Shasta County's prevalence of behavioral risk factors such as tobacco use are higher than the state average. For instance, 21.4% of Shasta County adults smoke compared to 13.1% of Californians (2014).

Social determinants of health also play a role in access to timely and quality care for residents (WHO, 2012). As we've stated, Shasta County has a high rate of poverty. In addition, 19% of

Narrative Summary Form
Shasta County Health and Human Services Agency

Shasta County adults 25 years and older, as compared to 31% of California adults of the same age, have a Bachelor's degree or higher. Local Adverse Childhood Experience (ACE) data show that we also have a much higher prevalence of adults with ACEs than the rest of California which can be linked to multiple behavioral risk factors and later in life social problems.

Shasta County Health and Human Services – Public Health Branch (HHSA-PH) used to have a modest Oral Health Program but we were unable to sustain it without ongoing funding. Current programs focusing on oral health in Shasta County are limited to the Child Health and Disability Prevention Program (CHDP), which is part of HHSA – PH. CHDP serves children and young adults 0-21 years of age. CHDP Practitioners provide oral health exams and education, then follow-up with those enrolled. The CHDP manages a current list of ten local providers who accept Denti-Cal and provide services to low income families. Shasta Community Health Center, the largest FQHC in Shasta County sponsors a "Give Kids a Smile Annual Health Fair". Professionals at this health fair provide dental screenings and referrals. Dental health activities may be occurring in isolation in the school system. A thorough capacity assessment will be beneficial in structuring partnerships to improve accessibility in Shasta County. Dental workforce capacity may also be a key element to improving access to care.

We envision this project improving the oral health of Shasta County residents by providing infrastructure for networking and linkages as well as eventually increased capacity and access to quality and timely dental care. We also plan to link with other existing Public Health Prevention programs and using existing partnerships in the community.

Utilizing the 5-year plan will allow time to build a foundation that improves capacity and existing experts to educate providers and residents about services and healthy life choices. Mitigating risk behaviors that contribute to poor oral health will be the hallmark of this effort.

Supporting providers who advocate for their clients in the dental sector will allow for improved outcomes. Supporting existing programs and developing new strategies will effect change in our county. The consideration of barriers to care and health inequity will be an important topic to consider. Developing common goals and strategies among community stakeholders will allow for unifying efforts in providing dental care for those who most need it.

Meeting the dental health needs of this community is of utmost importance. It will take significant attention and the expertise of partners to improve access to care which in turn will produce improved health outcomes. Finding workable solutions in the present healthcare climate to reduce barriers and health disparities, increase capacity and draw attention to this issue will take determination, initiative and collaboration.

Scope of Work and Deliverables FY 2017-2022

GOAL: The California Department of Public Health, Oral Health Program (CDPH/OHP) shall grant funds to Local Health Jurisdictions (LHJ) from Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) for the purpose and goal of educating about oral health, dental disease prevention, and linkage to treatment of dental disease including dental disease caused by the use of cigarettes and other tobacco products. LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan and shall establish or expand upon existing Local Oral Health Programs (LOHP) to include the following program activities related to oral health in their communities: education, dental disease prevention, linkage to treatment, surveillance, and case management. These activities will improve the oral health of Californians.

Objectives 1-5 below represent public health best practices for planning and establishing new LOHPs. LHJs are required to complete these preliminary Objectives before implementing Objectives 6-11 outlined below. LHJs that have completed these planning activities may submit documentation in support of their accomplishments. Please review the LOHP Guidelines for information regarding the required documentation that must be submitted to CDPH OHP for approval.

Objective 1: Build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

Create a staffing pattern and engage community stakeholders to increase the capacity to achieve large-scale improvements in strategies that support evidence-based interventions, health system interventions, community-clinical linkages, and disease surveillance and evaluation. At a minimum an Oral Health Program Coordinator position should be developed to coordinate the LOHP efforts. Recruit and engage key stakeholders to form an Advisory Committee or task force. Convene and schedule meetings, identify goals and objectives, and establish communication methods. This group can leverage individual members' expertise and connections to achieve measurable improvements in oral health.

Objective 2: Assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus on underserved areas and vulnerable population groups.

Identify partners and form a workgroup to conduct an environmental scan to gather data, create an inventory of resources, and plan a needs assessment. Conduct a needs assessment to determine the need for primary data, identify resources and methods, and develop a work plan to collect missing data. Collect, organize, and analyze data. Prioritize needs assessment issues and findings, and use for program planning, advocacy, and education. Prepare a report and publish.

**Scope of Work and Deliverables
FY 2017-2022**

Objective 3: Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.

Take an inventory of the jurisdiction's communities to identify associations, organizations, institutions and non-traditional partners to provide a comprehensive picture of the LHJ. Conduct key informant interviews, focus groups, and/or surveys, create a map, and publish the assets identified on your website or newsletter.

Objective 4: Develop a Community Health Improvement Plan (CHIP) and an action plan to address oral health needs of underserved areas and vulnerable population groups for the implementation phase to achieve local and state oral health objectives.

Identify a key staff person or consultant to guide the community oral health improvement plan process, including a timeline, objectives, and strategies to achieve the California Oral Health Plan. Recruit stakeholders, community gatekeepers, and non-traditional partners identified in the asset mapping process and members of the AC to participate in a workgroup to develop the CHIP and the Action Plan. The Action Plan will a timeline to address and implement priority objectives and strategies identified in the CHIP. The workgroup will identify the "who, what, where, when, how long, resources, and communication" aspects of the Action Plan.

Objective 5: Develop an Evaluation Plan that will be used to monitor and assess the progress and success of the Local Oral Health Program.

Participate with the CDPH OHP to engage stakeholders in the Evaluation Plan process, including those involved, those affected, and the primary intended users. Describe the program using a Logic Model, and document the purpose, intended users, evaluation questions and methodology, and timeline for the evaluation. Gather and analyze credible evidence to document the indicators, sources, quality, quantity, and logistics. Justify the conclusions by documenting the standards, analyses, interpretation, and recommendations. Ensure that the Evaluation Plan is used and shared.

Objective 6: Implement evidence-based programs to achieve California Oral Health Plan objectives.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to increase the number of low-income schools with a school-based or school-linked dental program; increase the number of children in grades K-6 receiving fluoride supplements, such as fluoride rinse, fluoride varnish, or fluoride tablets; increase the number of children in grades K-6 receiving dental sealants and increase or maintain the percent of the population receiving community fluoridated water.

**Scope of Work and Deliverables
FY 2017-2022**

Objective 7: Work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: convene partners (e.g., First 5, Early Head Start/Head Start, Maternal Child and Adolescent Health (MCAH), Child Health and Disability Prevention (CHDP), Black Infant Health (BIH), Denti-Cal, Women, Infant and Children (WIC), Home Visiting, schools, community-based organizations, etc.) to improve the oral health of 0-6 year old children by identifying facilitators for care, barriers to care, and gaps to be addressed; and/or increase the number of schools implementing the kindergarten oral health assessment by assessing the number of schools currently not reporting the assessments to the System for California Oral Health Reporting (SCOHR), identifying target schools for intervention, providing guidance to schools, and assessing progress.

Objective 8: Address common risk factors for preventable oral and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices providing tobacco cessation counseling; and/or increase the number of dental office utilizing Rethink Your Drink materials and resources to guide clients toward drinking water, especially tap water, instead of sugar-sweetened beverages.

Objective 9: Coordinate outreach programs, implement education and health literacy campaigns, and promote integration of oral health and primary care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices, primary care offices, and community-based organizations (CBO) (e.g., Early Head Start/Head Start, WIC, Home Visiting, BIH, CHDP, Community Health Worker/Promotora programs, etc.) using the American Academy of Pediatrics' Brush, Book, Bed (BBB) implementation guide; and/or increase the number of dental offices, primary care clinics, and CBOs using the Oral Health Literacy implementation guide to enhance communication in dental/medical offices; and/or increase the number CBOs that incorporate oral health education and referrals into routine business activities.

**Scope of Work and Deliverables
FY 2017-2022**

Objective 10: Assess, support, and assure establishment and improvement of effective oral healthcare delivery and care coordination systems and resources, including workforce development and collaborations to serve vulnerable and underserved populations by integrating oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: regularly convene and lead a jurisdiction-wide Community of Practice comprised of Managed Care Plans, Federally Qualified Health Centers, CBOs, and/or Dental Offices focused on implementing the Agency for Health Care Research and Quality's Design Guide for Implementing Warm Handoffs in Primary Care Settings or the ; and/or identifying a staff person or consultant to facilitate quality improvement coaching to jurisdiction-wide Community of Practice members focused on increasing the number of at-risk persons who are seen in both a medical and dental office; and/or improve the operationalization of an existing policy or guideline, such as the increasing the number of infants who are seen by a dentist by age 1; and/or promote effectiveness of best practices at statewide and national quality improvement conferences.

Objective 11: Create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: create a new (or expand an existing) Oral Health Network, Coalition, or Partnership by identifying key groups and organizations; planning and holding meetings; defining issues and problems; creating a common vision and shared values; and developing and implementing an Action Plan that will result in oral health improvements. LHJs are also encouraged, where possible, to collaborate with local Dental Transformation Initiative (DTI) Local Dental Pilot Projects to convene stakeholders and partners in innovative ways to leverage and expand upon the existing momentum towards improving oral health. LHJs that are currently implementing local DTI projects should develop complementary, supportive, but not duplicative activities.

Scope of Work and Deliverables FY 2017-2022

DELIVERABLES/OUTCOME MEASURES: LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan. Funds are made available through Prop 56 to achieve these deliverables. The activities may include convening, coordination, and collaboration to support planning, disease prevention, education, surveillance, and linkage to treatment programs. To ensure that CDPH fulfills the Prop 56 requirements, LHJs are responsible for meeting the assurances and the following checked deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future Prop 56 funding.

Local Health Jurisdiction Deliverables

Deliverable	Activities	Selected deliverable
Deliverable 1 <i>Objective 1</i>	Develop Advisory Committee/Coalition/Partnership/Task Force (AC) and recruit key organizations/members representing diverse stakeholders and non-traditional partners. A. List of diverse stakeholders engaged to develop and mentor the Community Health Improvement/Action Plan. B. List number of meetings/conference calls held to develop a consensus of AC to determine best practice to address priorities and identify evidence-based programs to implement. C. Develop communication plan/methods to share consistent messaging to increase collaboration. D. Develop a consensus on how to improve access to evidence based programs and clinical services.	<input checked="" type="checkbox"/>
Deliverable 2 <i>Objective 1</i>	Document staff participation in required training webinars, workshops and meetings.	<input checked="" type="checkbox"/>
Deliverable 3 <i>Objective 2 & 3</i>	Conduct needs assessment of available data to determine LHJs health status, oral health status, needs, and available dental and health care services to resources to support underserved communities and vulnerable population groups.	<input checked="" type="checkbox"/>
Deliverable 4 <i>Objective 4</i>	Five-year oral health improvement plan (the "Plan") and an action plan (also called the "work plan"); updated annually, describing disease prevention, surveillance, education, linkage to treatment programs, and evaluation strategies to improve the oral health of the target population based on an assessment of needs, assets and resources.	<input checked="" type="checkbox"/>
Deliverable 5 <i>Objective 5</i>	Create a program logic model describing the local oral health program and update annually	<input checked="" type="checkbox"/>
Deliverable 6 <i>Objective 5</i>	Coordinate with CDPH to develop a surveillance report to determine the status of children's oral health and develop an evaluation work plan for Implementation objectives.	<input checked="" type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
Deliverable 7 <i>Objective 6</i> School- Based/ School Linked	Compile data for and report annually on educational activities, completing all relevant components on the Data Form: A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a fluoride program. B. Schools, teachers, parents and students receiving educational materials and/or educational sessions. C. Children provided preventive services.	☒
Deliverable 8 <i>Objective 6</i> School-Based/ School-Linked	Compile data for and report annually on School-based/linked program activities, completing all relevant components on the Data Form: A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a School-based/linked program. B. Schools, teachers, parents and students receiving dental sealant educational materials and/or educational sessions. C. Children screened, linked or provided preventive services including dental sealants.	☒
Deliverable 9 <i>Objective 6</i> Fluoridation	Compile data for and report annually on Community Water Fluoridation program activities, completing all relevant components on the Data Form: A. Regional Water District engineer/operator training on the benefits of fluoridation. B. Training for community members who desire to educate others on the benefits of fluoridation at Board of Supervisor, City Council, or Water Board meetings. C. Community-specific fluoridation Education Materials D. Community public awareness campaign such as PSAs, Radio Advertisements	☒
Deliverable 10 <i>Objective 7</i> Kinder-Assessment	Compile data for and report annually on kindergarten oral health assessment activities, completing all relevant components on the Data Form: A. Schools currently not reporting the assessments to SCHOR B. Champions trained to promote kindergarten oral health assessment activities C. Community public relations events and community messages promoting oral health.	☒

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
	D. New schools participating in the kindergarten oral health assessment activities. E. Screening linked to essential services. F. Coordination efforts of programs such as kindergarten oral health assessment, WIC/Head Start, pre-school/school based/linked programs, Denti-Cal, Children's Health and Disability Prevention Program, Home Visiting and other programs. G. Identify prevention and healthcare policies and guidelines implemented.	
Deliverable 11 <i>Objective 8</i>	Compile data for and report annually on tobacco cessation activities, completing all relevant components on the Data Form: A. Assessment of readiness of dental offices to provide tobacco cessation counseling. B. Training to dental offices for providing tobacco cessation counseling. C. Dental offices connected to resources	<input type="checkbox"/>
Deliverable 12 <i>Objective 8</i>	Compile data for and report annually on Rethink Your Drink activities, completing all relevant components on the Data Form: A. Assessment of readiness of dental offices to implement Rethink Your Drink materials and resources for guiding patients toward drinking water. B. Training to dental offices for implementing Rethink Your Drink materials. C. Dental offices connected to resources	<input checked="" type="checkbox"/>
Deliverable 13 <i>Objective 9</i>	Compile data for and report annually on health literacy and communication activities, completing all relevant components on the Data Form: A. Partners and champions recruited to launch health literacy campaigns B. Assessments conducted to assess opportunities for implementation C. Training and guidance provided D. Sites/organizations implementing health literacy activities	<input type="checkbox"/>
Deliverable 14 <i>Objective 10</i>	Compile data for and report annually on health care delivery and care coordination systems and resources, completing all relevant components on the Data Form: A. Assessments conducted to assess opportunities for implementation of community-clinical linkages and care coordination	<input type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
	B. Resources such as outreach, Community of Practice, and training developed C. Providers and systems engaged	
Deliverable 15 <i>Objective 11</i>	Compile data for and report annually on community engagement activities, completing all relevant components on the Data Form: A. Develop a core workgroup to identify strategies to achieve local oral health improvement. B. Provide a list of community engagement strategies to address policy, financing, education, and dental care.	<input type="checkbox"/>
Deliverable 16 <i>Objective 1-11</i>	Progress reporting: submit bi-annual progress reports describing in detail progress of program and evaluation activities and progress towards completing deliverables. Provide documentation in sufficient detail to support the reported activities on planning and intervention activities for required and selected objectives.	<input checked="" type="checkbox"/>
Deliverable 17 <i>Objective 1-11</i>	Expense documenting: submit all expenses incurred during each state fiscal year with the ability to provide back-up documentation for expenses in sufficient detail to allow CDPH-OHP to ascertain compliance with Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Likewise, provide biannual Progress Reports describing in detail the program activities conducted, and the ability to provide source documentation in sufficient detail to support the reported activities.	<input checked="" type="checkbox"/>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Angela Wright
California Department of Public Health
Oral Health Program
MS 7208
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

- 1) \$188,890 for the budget period of 01/01/2018 through 06/30/2018.
- 2) \$188,890 for the budget period of 07/01/2018 through 06/30/2019.
- 3) \$188,890 for the budget period of 07/01/2019 through 06/30/2020.
- 4) \$188,890 for the budget period of 07/01/2020 through 06/30/2021.
- 5) \$188,890 for the budget period of 07/01/2021 through 06/30/2022.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

Shasta County Health and Human Services Agency

Grant #17-10726

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- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Request for Application



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

September 27, 2017

Dear California Local Health Officer:

NOTIFICATION OF INTENT TO SUPPORT LOCAL ORAL HEALTH PROGRAMS

This letter provides notification of the intent to award funds to local health departments or jurisdictions (LHJs) through Proposition 56, The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56), pending approval of the State Budget for Fiscal Year 2017/18. The California Department of Public Health (CDPH), Oral Health Program (OHP) has a unique opportunity to build capacity at the local level to address oral health which is essential for overall health. Tooth decay is the number one chronic disease of childhood.

The purpose of this award is to support the proposed California Oral Health Plan activities. We are confident that the LHJs, in collaboration with the CDPH/OHP, will strive to achieve improvements in oral health and accomplish the state oral health objectives within their jurisdictions. The activities should address problems identified by LHJ needs assessments and reflect the California Oral Health Plan priorities.

The activities in Year 1 may be focused on planning for implementation of interventions in subsequent years. The planning exercise should lead to a three year action plan. Smaller counties may choose to form a consortium with other LHJs and pool resources to implement local oral health programs. LHJs that prefer a resource pool approach should notify CDPH. Based on the interest expressed by local First 5 Commissions and local Child Health and Disability Prevention Programs, LHJs are strongly encouraged to collaborate with them in developing a local oral health program.

We anticipate that approximately \$18 million will be available for distribution. Award amounts to LHJs will vary and be determined by the estimated low income population based on the United States Department of Agriculture Economic Research Service estimate of county poverty rate (<https://data.ers.usda.gov/reports.aspx?ID=17826>).

It is anticipated that awards will be for a term of three years with an option to extend for two additional years. CDPH will provide program guidance regarding requirements,

Oral Health Program, MS 7210 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 324-1715 • (916) 552-9729 FAX
Department Website (www.cdph.ca.gov)



California Local Health Officer
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June 2, 2017

Scope of Work, and Budget once that information becomes final. Funds from Prop 56 will become available on July 1, 2017.

Please complete the attached Letter of Intent form and submit by June 30, 2017, to indicate whether you intend to participate or not.

Additional information about the Local Oral Health Programs will be forthcoming. If you have questions in the meantime, please contact Rosanna Jackson, Oral Health Program Manager, at Rosanna.Jackson@cdph.ca.gov, or at (916) 552-9896.

The next few years will provide California with a unique opportunity to work together to improve oral health for all Californians, while also furthering the California Oral Health Plan objectives. We look forward to working with you.

Sincerely,

Jayanth V. Kumar, DDS, MPH
State Dental Director

Enclosure

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application*
https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CDCB/CDPH%20Document%20Library/Oral%20Health%20Program/2017-2022PHASEILHJLOHPGuidelines_8-23-17_ADA.pdf

2. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related

Exhibit E
Additional Provisions

to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a

Exhibit E
Additional Provisions

desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or

Exhibit E
Additional Provisions

the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

STATE OF CALIFORNIA

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES

OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> Shasta County Health and Human Services		946000535
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Les Baugh, Board Chairman		
<i>Date Executed</i>	<i>Executed in the County and State of</i> Shasta County, CA	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

SALARY RESOLUTION NO.**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective March 4, 2018 the following amendments are made to the Shasta County Position Allocation List for positions in County service:

PUBLIC HEALTH – Cost Center 411

<u>Footnotes</u>	<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>ADD</u>								
	Public Hlth Prog & Policy Anal	1	1.0		UPEC	496	4448	5677
	Typist Clerk I or				UPEC	335	2028	2588
	Typist Clerk II	1	1.0		UPEC	348	2160	2757

DULY PASSED AND ADOPTED this 27th day of February, 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

SALARY RESOLUTION NO.**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective April 1, 2018 the following amendments are made to the Shasta County Position Allocation List for positions in County service:

PUBLIC HEALTH – Cost Center 411

<u>Footnotes</u>	<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>ADD</u>								
	Public Hlth Prog & Policy Anal	1	1.0		UPEC	496	4448	5677
	Typist Clerk I or				UPEC	335	2028	2588
	Typist Clerk II	1	1.0		UPEC	348	2160	2757

DULY PASSED AND ADOPTED this 20th 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 20, 2018

CATEGORY: Consent - Other Departments-5.

SUBJECT:

Farm Advisor JT Lassen Shasta Budget Amendment

DEPARTMENT: Farm Advisor

Supervisory District No. : All

DEPARTMENT CONTACT: Larry Forero, Farm Advisor (530) 224-4900

STAFF REPORT APPROVED BY: Larry Forero, Farm Advisor

Vote Required?	General Fund Impact?
4/5 Vote	General Fund Impact

RECOMMENDATION

Approve a budget amendment increasing appropriations by \$2,779 in the Farm Advisor JT Lassen Shasta budget to be offset with Contingency General Fund to bring the budget into alignment.

SUMMARY

N/A

DISCUSSION

The McArthur Farm Advisor's office closed effective June 30, 2017; however, residual payroll, communications, and payroll related insurance charges have occurred in FY 17-18. Approving the budget amendment will bring the budget into alignment with the actuals as a Mid-Year cleanup.

ALTERNATIVES

The Board could choose to modify the budget amendment request.

OTHER AGENCY INVOLVEMENT

The County Administrative Office reviewed the recommendation. The Farm Advisor worked with the County Chief Financial Officer to prepare the recommendation.

FINANCING

This cost center is part of the General Fund, so General Fund contingency will offset the increase in appropriations.

ATTACHMENTS:

Description	Upload Date	Description
Budget Amendment Memo	3/2/2018	Budget Amendment Memo



UNIVERSITY of CALIFORNIA
Agriculture & Natural Resources

COOPERATIVE EXTENSION, SHASTA COUNTY

1851 Hartnell Avenue, Redding, CA 96002-2217

Telephone: (530) 224-4900 Fax: (530) 224-4904



TO: Brian Muir, Auditor/Controller
Shasta County

FROM:  Larry Forero, County Director
Shasta County Farm Advisor

DATE: February 26, 2018

SUBJECT: Budget Amendment

.....

I am requesting a budget amendment to increase appropriations by \$2779 in the Farm Advisor JT Lassen Shasta budget to be offset with Contingency General Funds to bring the budget into alignment. The closing of the McArthur Farm Advisor's office affective June 30, 2017, left residual payroll, communications and payroll-related insurance charges in FY 17-18.

Your consideration of this request is greatly appreciated.

Budget Amendment

Farm Advisor

DEPARTMENT NAME

APPROPRIATIONS
 INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
62100	011200	TERMINATION/SPECIAL PAY	0	2,702	2,702
62100	018100	EMPLOYER SHARE FICA	0	207	207
62100	018201	EMPLOYER SHARE RETIRE	0	4	4
62100	018300	EMP SHARE HEALTH INSUR	0	(430)	(430)
62100	018500	WORKERS COMP EXPOSURE	0	34	34
62100	032500	COMMUNICATIONS EXPENSE	0	142	142
62100	033102	INSUR XP LIABILITY EXPOSURE	0	10	10
62100	033103	INSUR XP MISC	0	110	110
TOTAL					2,779

REVENUE
 INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
			0	0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
TOTAL					0

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 20, 2018

CATEGORY: Regular - General Government-1.

SUBJECT:

Leg Report

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5550

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; (2) approve and authorize the Chairman to sign a letter in support of Assembly Concurrent Resolution 202 (Dahle), *Robert "Bob" Thompson Memorial Highway*; and (3) receive Supervisors' reports on countywide issues.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description	Upload Date	Description
Dahle - ACR 202 Support Letter	3/15/2018	Dahle - ACR 202 Support Letter

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1680
(530) 225-5557
(800) 479-8009
(530) 225-5189-FAX

DAVID A. KEHOE, DISTRICT 1
LEONARD MOTY, DISTRICT 2
MARY RICKERT, DISTRICT 3
STEVE MORGAN, DISTRICT 4
LES BAUGH, DISTRICT 5

March 30, 2018

Assembly Republican Leader Brian Dahle
1st Assembly District
State Capitol Room 3104
Sacramento, CA 95814

RE: ACR 202 – Support

Dear Assemblymember Dahle:

This letter is in reference to Assembly Concurrent Resolution (ACR) 202 as introduced by Assemblymember Dahle on March 13, 2018. We understand that the proposed legislation would designate a portion of State Highway 299E as the Robert “Bob” Thompson Memorial Highway. Shasta County appreciates these efforts to recognize Bob’s contributions to our community and is pleased to lend its support.

Bob grew up ranching in Hat Creek. As a youth he was active in 4-H, Future Farmers of America (FFA) and various sporting organizations. Over the succeeding years he assumed leading and supporting roles in the Intermountain Fair, Lion’s Club, Masons, Sierra Cascade Logging Conference, Shasta Builders Exchange, Shasta County Farm Bureau and more. Bob was always generous in support of his community.

Hat Creek Construction was founded and flourished under Bob’s leadership. One of his notable projects entailed safety and mobility improvements along State Highway 299E at Hat Creek Hill. These improvements serve to protect and enhance lives in our community. It is fitting that this segment of highway be so designated as a reminder to all Californians that they are safer and were served well by the life of Robert “Bob” Thompson.

Very truly yours,

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

LB:PM/ldr