



# SHASTA COUNTY

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## BOARD OF SUPERVISORS

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Supervisor David A. Kehoe, District 1  
Supervisor Leonard Moty, District 2  
Supervisor Mary Rickert, District 3  
Supervisor Steve Morgan, District 4  
Supervisor Les Baugh, District 5

## AGENDA

### REGULAR MEETING OF THE BOARD OF SUPERVISORS

**Tuesday, June 5, 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](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 Dennis Tucker, Word of Life Ministries

Pledge of Allegiance: Supervisor Moty

## **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.

## **BOARD MATTERS**

### **R 1 Board Matters**

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Senior Staff Analyst, Lynn Hill as Shasta County's Employee of the Month for June 2018.

**No Additional General Fund Impact**

**Simple Majority Vote**

### **R 2 Board Matters**

Take the following actions: (1) Adopt a proclamation which designates June 11, 2018 through June 15, 2018 as 2018 Shasta County Employee Appreciation Week with June 13, 2018 as Employee Appreciation Day; and (2) receive information regarding the 2018 Shasta County Employee Appreciation Week events.

**No Additional General Fund Impact**

**Simple Majority Vote**

### **R 3 Board Matters**

Adopt a proclamation which designates June 15, 2018, as "Elder Abuse Awareness Day" in Shasta County.

**No General Fund Impact**

**Simple Majority Vote**

## **PUBLIC COMMENT PERIOD - OPEN TIME**

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

## **CONSENT CALENDAR**

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

## GENERAL GOVERNMENT

**C 1      Administrative Office**

Approve a budget amendment increasing appropriations by \$75,000, offset by the Appropriation for Contingency, in the Conflict Public Defense budget for professional investigation and homicide services.

**General Fund Impact** **4/5 Vote**

## C 2 Clerk of the Board

Approve the minutes of the meeting held on May 22, 2018, as submitted.

**No General Fund Impact** **Simple Majority Vote**

### C 3 Clerk of the Board

As introduced on May 22, 2018, enact An Ordinance of the Board of Supervisors of the County of Shasta Amending Ordinance No. 408 of Shasta County Entitled “An Ordinance Placing Speed Restriction on Motor Vehicle Travel over Certain Streets and Portions Thereof,” by Amending Section II Thereof establishing the following speed restriction: 30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits.

No General Fund Impact	Simple Majority Vote
<p>1. <b>General Fund</b></p> <p>2. <b>Operating Expenses</b></p> <p>3. <b>Capital Expenses</b></p> <p>4. <b>Debt Service</b></p> <p>5. <b>Reserve Funds</b></p> <p>6. <b>Other Funds</b></p>	<p>1. <b>General Fund</b></p> <p>2. <b>Operating Expenses</b></p> <p>3. <b>Capital Expenses</b></p> <p>4. <b>Debt Service</b></p> <p>5. <b>Reserve Funds</b></p> <p>6. <b>Other Funds</b></p>

## C 4 Clerk of the Board

Adopt a resolution which approves and authorizes the Chairman to sign the revised Third Amendment and Restated Joint Exercise of Powers Agreement with the counties of Butte, Colusa, Glenn, Nevada, Placer, Siskiyou, Sutter, Tehama, and Yuba effective the date of signing to remove the County of Yolo and add the County of Glenn as members of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency with no change in compensation.

## No Additional General Fund Impact      Simple Majority Vote

## C 5    Treasurer-Tax Collector/Public Administrator

Approve and authorize the Chairman to sign an agreement with Tax Sale Services of California, LLC in an amount not to exceed \$50,000 per fiscal year to provide “party of interest” information on parcels that may be sold at tax auction for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

General Fund Impact	Simple Majority Vote
<p>1. <b>Revenue</b></p> <p>2. <b>Expenditures</b></p> <p>3. <b>Net Change</b></p>	<p>1. <b>Revenue</b></p> <p>2. <b>Expenditures</b></p> <p>3. <b>Net Change</b></p>

## HEALTH AND HUMAN SERVICES

## C 6 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a renewal agreement with the County of Butte in the approximate amount of \$36,000 for the provision of acute psychiatric inpatient care for the period July 1, 2018 through June 30, 2019.

- No Additional General Fund Impact      Simple Majority Vote**
- C 7    **Health and Human Services Agency-Adult Services**
- Approve and authorize the Chairman to sign a renewal agreement with Hill Country Community Clinic, a Federally Qualified Health Center, in an amount not to exceed \$1,053,162 during the entire term of the agreement to provide outpatient mental health services for the period July 1, 2018 through June 30, 2021.
- No Additional General Fund Impact      Simple Majority Vote**
- C 8    **Health and Human Services Agency-Adult Services**
- Approve and authorize the Chairman to sign a renewal agreement with JUMP Technology Services, LLC, in an amount not to exceed \$53,920 (paid in quarterly advance payments) to provide LEAPS system software, and support and maintenance service, for Adult Protective Services case management for the period July 1, 2018 through June 30, 2021.
- No Additional General Fund Impact      Simple Majority Vote**
- C 9    **Health and Human Services Agency-Adult Services**
- Approve and authorize the Chairman to sign a renewal agreement with ShiningCare, Inc., in an amount not to exceed \$229,077 to provide an older adult gatekeeper program for residents of Shasta County for the period July 1, 2018 through June 30, 2021.
- No Additional General Fund Impact      Simple Majority Vote**
- C 10   **Health and Human Services Agency-Business and Support Services**
- Approve and authorize the Chairman to sign a retroactive amendment, effective April 25, 2018, to the agreement with Securitas Security Services USA for the provision of security services to modify one service location and its related days and hours of service, and allow retroactive minor amendments, including service locations and service hours changes, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*, while retaining the term July 9, 2015 through June 30, 2020.
- No Additional General Fund Impact      Simple Majority Vote**
- C 11   **Health and Human Services Agency-Business and Support Services**
- Approve the following 2017-18 Fiscal Year Health and Human Services Agency year-end budget amendments to align projected appropriations and revenue: (1) Increase appropriations by \$850,000 and decrease revenue by \$778,145 in the Mental Health budget, offset with the use of Mental Health-Restricted fund balance; (2) increase revenue by \$350,000 in the Public Health Budget with a corresponding Transfer-In from the Mental Health budget; and (3) decrease revenue by \$325,000 in the Perinatal budget.
- No Additional General Fund Impact      4/5 Vote**
- C 12   **Health and Human Services Agency-Children's Services**



Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Partnership HealthPlan of California, Inc., to expand substance use disorder treatment services for Medi-Cal eligible adolescents in Shasta County to extend the end date from June 30, 2018 to December 30, 2018, and retain the maximum compensation of \$150,000.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 13    Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign a renewal agreement with Lori Price d.b.a. Quest Court Investigations in an amount not to exceed \$110,001 to provide court-ordered investigations for stepparent adoptions and petitions for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 14    Health and Human Services Agency-Office of the Director**

Take the following actions: (1) Approve and authorize payment of invoices from the California Mental Health Services Authority (CalMHSA), a Joint Powers Authority, to spend one percent of Shasta County's Mental Health Services Act revenue in support of the statewide Prevention and Early Intervention (PEI) Phase III Sustainability Plan in the amount of: (a) \$13,500 for the period July 1, 2017 through June 30, 2018, and (b) \$14,000 for the period July 1, 2018 through June 30, 2019; and (2) approve and authorize the Director of the Health and Human Services Agency, or his/her designated Branch Director or Deputy Branch Director, to approve payment of an invoice in an amount not to exceed \$14,500 from CalMHSA for the PEI Phase III Sustainability Plan for the period July 1, 2019 through June 30, 2020, when it is received.

**No General Fund Impact    Simple Majority Vote**

**C 15    Health and Human Services Agency-Public Health**

Approve and authorize: (1) The Chairman to sign: (a) a retroactive renewal grant agreement, #17-10351, with the California Department of Public Health (CDPH) in the amount of \$382,600 to provide immunization services for the period July 1, 2017 through June 30, 2022; and (b) the Certification Regarding Lobbying; and (2) the Health and Human Services Agency Director or his/her designated Branch Director or Deputy Branch Director: (a) authority to sign the CDPH Contractor's Release form to be attached to the final invoice; and (b) limited authority to execute prospective and retroactive amendments during the term of the agreement that result in a net change of no more than \$38,260, and other documents related to the agreement that do not result in a substantial or functional change to the original intent of the agreement, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No Additional General Fund Impact                      Simple Majority Vote**

**LAW AND JUSTICE**

**C 16 Probation**

Approve and authorize the Chairman to sign a retroactive amendment, effective March 1, 2018, to the agreement with HOPE City Redding, which increases the maximum compensation payable by \$6,000 for Fiscal Year (FY) 2017-18 and \$6,000 for FY 2018-19 (for a new maximum compensation of \$42,000 over the entire term of the agreement) to provide the Nurturing Fathers Program retaining the term January 12, 2017 through June 30, 2017, with two automatic one-year renewals.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 17 Probation**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with VOTC, Inc., dba Visions of the Cross, adjusting the maximum compensation for clients referred by Probation for Fiscal Year 2017-18 from \$75,000 to \$100,000, increasing the total agreement maximum compensation by \$25,000 (for a new total agreement maximum compensation of \$574,000) to provide Sober Living, Parent University, and other therapeutic modalities, and retaining the term July 1, 2015 through June 30, 2016, with two automatic one-year renewals.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 18 Sheriff**

Approve and authorize the Chairman to sign a retroactive amendment, effective June 3, 2018, to the agreement with the City of Redding and City of Anderson to add two automatic one-year renewals for the operation of the Integrated Public Safety System (IPSS).

**No Additional General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**C 19 Public Works**

Approve and authorize the Chairman to sign an agreement with Caltrans authorizing the exchange of \$672,168 in Federal Regional Surface Transportation Program Funds for an equal amount of State Highway Funds in Fiscal Year 2017-18.

**No General Fund Impact**

**Simple Majority Vote**

**C 20 Public Works**

Award to the lowest responsive and responsible bidder, ABC Liovin Drilling, Inc., on a unit cost basis, the contract for construction on the "West Central Landfill Gas Monitoring Probes," Contract No. 207512, in the amount of \$57,500.

**No General Fund Impact**

**Simple Majority Vote**

**OTHER DEPARTMENTS**

**C 21    Agricultural Commissioner/Sealer of Weights and Measures**

**Public Works**

Take the following actions: (1) Approve and authorize the purchase of one Dodge Journey; (2) award to the low bidder, SJ Denham of Redding, California, the purchase of one Dodge Journey for a total price of \$27,735.06 (including taxes and fees); and (3) approve budget amendments which: (a) increases appropriations by \$27,736 and revenue by \$40,431 in the Agricultural Commissioner/Sealer of Weights and Measures budget; and (b) increases revenue by \$27,736 in the Fleet Management Replacement budget.

**General Fund Impact**

**4/5 Vote**

**C 22    County Service Area No. 1-County Fire**

Take the following actions for the purchase of a fire engine: (1) Approve a net zero budget amendment transferring appropriations in the amount of \$233,000 within the CSA No. 1, County Fire budget; and (2) approve and authorize the purchase of a fire engine through Derotic Emergency Equipment, under the California Department of General Services (DGS) contract, in the amount of \$428,916.

**No Additional General Fund Impact**

**Simple Majority Vote**

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 4    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 opposition to proposals to revise or reduce wildfire liabilities for responsible parties; and 3) receive Supervisors' reports on countywide issues.

**No General Fund Impact**

**Simple Majority Vote**

**R 5    Support Services-Personnel**

Adopt a resolution which reappoints Paul Kjos as the Shasta County Agricultural Commissioner/Sealer of Weights & Measures for a four-year term effective June 14, 2018.

**No Additional General Fund Impact**

**Simple Majority Vote**

**R 6    Treasurer-Tax Collector/Public Administrator**

Approve and authorize the Chairman to sign an Order of Discharge of Accountability pursuant to Revenue and Taxation Code section 2611.1 in the amount of \$145,376.71 for unsecured property taxes made in calendar years 2003 through 2006 plus \$14,536.15 in penalties and \$350.00 in cost on the unpaid unsecured property taxes.

**General Fund Impact**

**Simple Majority Vote**

**SCHEDULED HEARINGS**

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

## **GENERAL GOVERNMENT**

### **R 7     Administrative Office**

#### **FISCAL YEAR (FY) 2018-19 BUDGET HEARINGS**

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

The Board of Supervisors welcomes you to its Fiscal Year 2018-19 Budget Hearings being held in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center located at 1450 Court Street, Room 263, Redding, California. Your interest is encouraged and appreciated.

#### **COMMENCE THE FY 2018-19 BUDGET HEARINGS**

1. Receive the FY 2018-19 Recommended Budget and the County Executive Officer's Overview of the FY 2018-19 Recommended Budget.
2. Consider making any revisions, reductions, or additions to the Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.
3. Conduct the public hearing. Any revisions to the Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the Board of Supervisors after the close of the public hearing.

#### **BUDGET HEARINGS REGULAR CALENDAR**

4. Consider and take action on any department head appeal or those budget units which the members of the Board of Supervisors may wish moved from the Consent Agenda.
  - a. No formal appeals received.
5. Consider and take action on any outside agency requests.
  - a. No outside agency requests received.

6. Consider giving direction to staff or take other appropriate action.

### **CONSENT CALENDAR**

7. Approve those budget units which have not been formally appealed and which have no major policy considerations or outstanding issues. Any Board member, department head, or interested person may request that a budget unit be removed and added to the Regular Calendar for further discussion under Item 4. This includes County budget units as well as Special Districts and Other Agencies under the Board of Supervisors.

The Shasta County Board of Supervisors will recess and convene as the Shasta County Water Agency.

### **SHASTA COUNTY WATER AGENCY CALENDAR**

**The Shasta County Board of Supervisors does not receive any compensation or stipend as a result of convening as the Shasta County Water Agency.**

1. Consider making any revisions, reductions, or additions to the Shasta County Water Agency Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.
2. Conduct the public hearing. Any revisions to the Shasta County Water Agency Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the Board after the close of the public hearing.
3. Consider and take action on any department head appeal.
  - (a) No formal appeals received.
4. Consider and take action on any outside agency requests.
  - (a) No outside agency requests received.
5. Consider giving direction to staff or take other appropriate action.
6. Approve the Shasta County Water Agency FY 2018-19 budget.

The Shasta County Water Agency will adjourn and convene as the Shasta County In-Home Supportive Services (IHSS) Public Authority.

### **SHASTA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC**

**AUTHORITY**

**The Shasta County Board of Supervisors does not receive any compensation or stipend as a result of convening as the Shasta County IHSS Public Authority.**

1. Consider making any revisions, reductions, or additions to the Shasta County IHSS Public Authority Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.
2. Conduct the public hearing. Any revisions to the Shasta County IHSS Public Authority Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the Board after the close of the public hearing.
3. Consider and take action on any department head appeal.
  - (a) No formal appeals received.
4. Consider and take action on any outside agency requests.
  - (a) No outside agency requests received.
5. Consider giving direction to staff or take other appropriate action.
6. Approve the Shasta County IHSS Public Authority FY 2018-19 budget.

The Shasta County IHSS Public Authority will adjourn and convene as the Shasta County Housing Authority.

**SHASTA COUNTY HOUSING AUTHORITY**

**The Shasta County Board of Supervisors does not receive any compensation or stipend as a result of convening as the Shasta County Housing Authority.**

1. Consider making any revisions, reductions, or additions to the Shasta County Housing Authority Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.
2. Conduct the public hearing. Any revisions to the Shasta County Housing Authority Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the

Board after the close of the public hearing.

3. Consider and take action on any department head appeal.
  - (a) No formal appeals received.
4. Consider and take action on any outside agency requests.
  - (a) No outside agency requests received.
5. Consider giving direction to staff or take other appropriate action.
6. Approve the Shasta County Housing Authority FY 2018-19 budget.

The Shasta County Housing Authority will adjourn and reconvene as the Shasta County Board of Supervisors.

7. Continue FY 2018-19 Budget Hearings to Wednesday, June 6, 2018 at 9:00 a.m., if necessary.

8. Consider directing the County Executive Officer to prepare, for subsequent Board consideration and action, a FY 2018-19 Adopted Budget resolution. The budget resolution will reflect changes to the FY 2018-19 Recommended Budget, as directed by the Board of Supervisors during budget hearings and subsequent technical adjustments required as additional information regarding State legislative action becomes available.

**Pursuant to Government Code section 29081, the Board of Supervisors may continue to meet from day to day until budget hearings are concluded, but not to exceed a total of 14 calendar days.**

### **BUDGET HEARINGS CONSENT CALENDAR**

**THE FOLLOWING BUDGET UNITS HAVE NOT BEEN FORMALLY APPEALED AND HAVE NO MAJOR POLICY CONSIDERATIONS OR OUTSTANDING ISSUES.** (Any Board Member, department head, or interested person may request that a budget unit be removed and added to the Regular Calendar for further discussion under Item 4. This includes County budget units, as well as Special Districts and Other Agencies under the Board of Supervisors.)

#### **Budget Unit Number–Budget Unit Name**

#### **GENERAL FUND (060)**

#### **General Government**

100	General Revenue and Transfers
101	Board of Supervisors
102	County Administrative Office
103	Clerk of the Board
110	Auditor-Controller
111	Treasurer-Tax Collector
112	Assessor
113	Purchasing
120	County Counsel
130	Personnel
140	Elections
165	Economic Development
172	Surveyor
173	Miscellaneous General #1
174	Tobacco Settlement Funds
175	County Service Area Administration
199	Central Service Costs (A-87)
282	Building Inspection
286	Planning
400	Resource Management General Revenues
402	Environmental Health

Public Protection

201	Trial Courts
203	Conflict Public Defense
207	County Public Defender
208	Grand Jury
221	County Clerk
237	Sheriff Civil Unit
256	Victim/Witness Assistance
280	Agricultural Commissioner/Sealer of Weights & Measures
290	Recorder
292	Public Guardian
297	Animal Control
299	Public Administrator

Health and Public Assistance

542	County Indigent Cases
543	Housing Authority
570	Veterans Services
590	Community Action Agency

Education and Recreation



611	Library
620	Farm Advisor
621	Joint Lassen/Shasta Farm Advisor
701	Recreation and Parks
710	Veterans' Halls

Debt Service/Contingency

900	Reserves for Contingencies
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**ACCUMULATED CAPITAL OUTLAY (040)**

161	Accumulated Capital Outlay
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**IMPACT MITIGATION FEE FUND (057)**

157	Impact Mitigation Fee Administration
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**CAPITAL PROJECTS - GENERAL (062)**

166	Land, Buildings, and Improvements
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**GENERAL FEDERAL FOREST TITLE III FUND (065)**

176	Title III Projects
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**DEBT SERVICE (070)**

803	County Courthouse Bonds
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**DEBT SERVICE (072)**

805	Administration Center Bonds
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**DEBT SERVICE (073)**

806	Energy Retrofit Administration
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**MENTAL HEALTH FUND (080)**

410	Mental Health
422	Alcohol and Drug Programs
425	Perinatal Program

**MENTAL HEALTH SERVICES ACT FUND (081)**

404 Mental Health Services Act

**INTER-MOUNTAIN FAIR FUND (100)**

159 Inter-Mountain Fair

**OPPORTUNITY CENTER FUND (120)**

530 Opportunity Center

**SOCIAL SERVICES FUND (140)**

501 Social Services

502 Health & Human Services Agency Administration

541 Cash Aid Payments

**WILDLIFE FUND (150)**

294 Wildlife Control

**GENERAL RESERVE FUND (170)**

160 General Reserves

**HOUSING HOME IPP FUND (185)**

593 PHA Housing Assistance

**HOUSING HOME IPP FUND (186)**

592 Housing Home IPP Administration

**CALHOME PROP 1C FUNDING (187)**

591 CalHome Prop 1C Funding

**ENDANGERED SPECIES FUND (188)**

285 Knighton Road Beetle Mitigation

**ROAD FUND (190)**

301 Roads

**ROADS DUST MITIGATION FUND (191)**

302 Sacramento Valley Air Pollution Paving

**CHILD SUPPORT SERVICES FUND (192)**

228 Child Support Services

**PUBLIC SAFETY FUND (195)**

220 Public Safety General Revenues

227 District Attorney

235 Sheriff

236 Boating Safety

246 Detention Annex

260 Jail

261 Burney Substation

262 Juvenile Hall

263 Probation

287 Coroner

288 Central Dispatch

**PUBLIC HEALTH FUND (196)**

411 Public Health

412 Shasta County Health Care

417 California Children's Services

**SHASTA HOUSING REHABILITATION FUND (197)**

596 Housing Rehabilitation Administration

**INTERNAL SERVICE FUNDS**

Fund 201 Fleet Management (Cost Center 940)

Fund 202 Risk Management (Cost Center 950)

Fund 203 Information Technology (Cost Center 925)

Fund 204 Facilities Management (Cost Center 955)

Fund 205 Shasta Co. Utilities Admin. (Cost Center 00205)

**ENTERPRISE FUNDS**

Fund 200 Fall River Mills Airport

Fund 206 R. W. Curry West Central Landfill Replacement & Improvement  
Fund

Fund 207 Solid Waste Administration

Fund 209 R. W. Curry West Central Landfill Closure/Post-Closure Fund

Fund 210          Shasta County Transit

**SPECIAL DISTRICTS UNDER BOARD OF SUPERVISORS**

Fund 300-          County Service Areas and  
399          Permanent Road Divisions  
600-          (Includes Fund 391-CSA #1 –  
638          County Fire)

**OTHER AGENCIES**

Fund 371          Shasta County Water Agency  
Fund 851          In-Home Supportive Services Public Authority

**General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**R 8      Public Works**

**County Service Area No. 2-Sugarloaf Water**

Take the following actions on behalf of County Service Area (CSA) No. 2-Sugarloaf Water: (1) Conduct a public hearing to consider increasing the bi-monthly water rate; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 2-Sugarloaf Water and report back to the Board with the results; and (4) in the absence of a majority protest, introduce, waive the reading of, and enact An Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 2-Sugarloaf Water, Repealing Ordinance No. 701 and Setting Forth the Charges, Rates, and Fees for Water and Related Services.

**No General Fund Impact**

**Simple Majority Vote**

**R 9      Public Works**

**County Service Area No. 23-Crag View**

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Conduct a public hearing to consider adopting an ordinance that: (a) finds a water shortage emergency exists in CSA No. 23-Crag View Water due to the financial inability to continue to provide potable water which requires the limiting of water usage to 225 gallons per meter per day; (b) implements a moratorium on new water service connections; (c) finds that the project is exempt from the requirements of the California Environmental Quality Act (CEQA); and (d) provides for enforcement of the ordinance including civil and criminal penalties as necessary; and (2) introduce, waive the reading of, and enact An Urgency Ordinance of the Board of Supervisors of the County of Shasta Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act in CSA No. 23-Crag View Water.

**No General Fund Impact**

**Simple Majority Vote**

**CLOSED SESSION ANNOUNCEMENT**

**R 10 The Board of Supervisors will recess to a Closed Session to discuss the following items (Est. 20 minutes):**

Conference with Legal Counsel -- Existing Litigation  
(Government Code section 54956.9, subdivision (d), paragraph (1))

Name of case: *Tracy Bowman and Micheal Williamson v. County of Shasta*

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

**RECESS**

**REPORT OF CLOSED SESSION ACTIONS**

**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
06/12/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
06/14/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
06/19/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
06/26/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
06/26/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
06/26/2018	5:00 p.m.	Board of Supervisors Special Meeting	Board Chambers
07/03/2018		<b>Board of Supervisors Meeting Canceled</b>	
07/10/2018		<b>Board of Supervisors Meeting Canceled</b>	
07/12/2018	2:00 p.m.	Planning Commission 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](mailto: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](http://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](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

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

**DEPARTMENT:** Board Matters  
Support Services-Personnel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Senior Staff Analyst, Lynn Hill as Shasta County's Employee of the Month for June 2018.

**SUMMARY**

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

**DISCUSSION**

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

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Lynn Hill, Senior Staff Analyst Shasta County Health and Human Resources Services Agency (HHSA), be recognized as the June 2018 Employee of the Month.

Ms. Hill recently spearheaded the preparation for and response to findings for the Department of Healthcare Services triennial audit. Ms. Hill put together information regarding the various program areas of Department of Healthcare Services, and input this information into the preparation and response templates. She then scheduled weekly meetings with the committee. At the

meetings, Ms. Hill facilitated the review, editing and completion of the documents with the collective knowledge of the committee.

Ms. Hill's innovative nature shines through as she frequently takes an existing idea and works to make it better. An example of this is the audit preparation system she set up after the last Mental Health Plan audit. The goal of this innovative move was to equip the Business and Support Services Branch to prepare for the next audit on an ongoing basis rather than doing so just during the few months preceding the audit. This innovation is intended to save time and facilitate better audit documentation thus reducing the short term intense preparation previously required for each audit.

Ms. Hill serves to show others that it is important and possible to choose a positive attitude and make it happen. She promotes high employee morale across the Business and support Services Branch of HHSA.

**ALTERNATIVES**

No other alternatives are recommended.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution EOM June 2018	5/3/2018	Resolution EOM June 2018



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING LYNN HILL, SENIOR STAFF ANALYST  
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,  
AS JUNE 2018 EMPLOYEE OF THE MONTH**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that Lynn Hill, Senior Staff Analyst, of the Shasta County Health and Human Services Agency, is hereby named Shasta County Employee of the Month for June 2018; and

**BE IT FURTHER RESOLVED** Ms. Hill recently spearheaded the preparation for and response to findings for the Department of Healthcare Services triennial audit. Ms. Hill put together information regarding the various program areas of Department of Healthcare Services, and input this information into the preparation and response templates. She then scheduled weekly meetings with the committee. At the meetings, Ms. Hill facilitated the review, editing and completion of the documents with the collective knowledge of the committee.

Ms. Hill's innovative nature shines through as she frequently takes an existing idea and works to make it better. An example of this is the audit preparation system she set up after the last Mental Health Plan audit. The goal of this innovative move was to equip the Business and Support Services Branch to prepare for the next audit on an ongoing basis rather than doing so just during the few months preceding the audit. This innovation is intended to save time and facilitate better audit documentation thus reducing the short term intense preparation previously required for each audit.

Ms. Hill serves to show others that it is important and possible to choose a positive attitude and make it happen. She promotes high employee morale across the Business and support Services Branch of HHSA.

**DULY PASSED AND ADOPTED** this 5th day of June, 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:** June 5, 2018

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

Proclamation declaring June 11, 2018 through June 15, 2018 as Shasta County Employee Appreciation Week with June 13, 2018 as Employee Appreciation Day.

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions: (1) Adopt a proclamation which designates June 11, 2018 through June 15, 2018 as 2018 Shasta County Employee Appreciation Week with June 13, 2018 as Employee Appreciation Day; and (2) receive information regarding the 2018 Shasta County Employee Appreciation Week events.

**SUMMARY**

N/A

**DISCUSSION**

Shasta County is fortunate to have exceptional employees who deserve appreciation for their dedication, integrity, and contributions to maintaining the highest quality of County service. It is recommended that the Board of Supervisors recognize June 11, 2018 through June 15, 2018 as Shasta County's Employee Appreciation Week. Adoption of the proclamation will demonstrate that County employees are the most valued resource of the County with their unrelenting efforts to represent the County in a professional, courteous manner while providing services to the public.

To honor County employees, June 13, 2018 is designated as Employee Appreciation Day. An event is scheduled to be held on June 13, 2018 at the Redding Civic Auditorium which is supported by local vendors, benefit providers, and individuals who have generously agreed to participate by providing donations, such as gift cards and prizes. Local vendors and benefit providers will have booths that employees may visit to receive information on activities offered in our community, as well as lunch is provided for all those who attend. All County employees are encouraged to attend the Employee Appreciation Day event.

**ALTERNATIVES**

The Board may choose not to proclaim June 11, 2018 through June 15, 2018 as the Shasta County Employee Appreciation Week.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed and supports the recommendation.

**FINANCING**

All gift cards and prizes will be donated by vendors and there will be no gift cards and/or prizes purchased with County funds. All expenses incurred by Shasta County will be funded from the Risk Management and Personnel Budgets, which were budgeted accordingly.

**ATTACHMENTS:**

Description	Upload Date	Description
Proclamation	5/3/2018	Proclamation

# Shasta County Board of Supervisors Proclamation

Employee Appreciation Week  
June 11, 2018 through June 15, 2018  
Employee Appreciation Day  
June 13, 2018

**WHEREAS**, Shasta County is fortunate to have exceptional employees who deserve appreciation for their dedication, integrity, and contributions to maintaining the highest quality of County service; and

**WHEREAS**, Shasta County employees are the most valued resource of the County with their unrelenting efforts to represent the County in a courteous friendly manner, which creates a positive image; and

**WHEREAS**, Shasta County employees constantly strive to improve the level and quality of service and commitment to provide outstanding public service; and

**WHEREAS**, the Shasta County Board of Supervisors wishes to express its appreciation to County employees for their service provided to all county departments and citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the Shasta County Board of Supervisors hereby proclaims June 11, 2018 through June 15, 2018, as **Shasta County Employee Appreciation Week**, with Wednesday, June 13, 2018 as **Employee Appreciation Day** which demonstrates appreciation for the exceptional customer relations and services the employees provide to the citizens of Shasta County.

---

Les Baugh, Chairman

---

June 5, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** BOARD MATTERS-3.

**SUBJECT:**

Adopt a proclamation which designates June 15, 2018, as "Elder Abuse Awareness Day" in Shasta County.

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Stephanie Bridgett, District Attorney (530) 245-6310

**STAFF REPORT APPROVED BY:** Stephanie Bridgett, District Attorney

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Adopt a proclamation which designates June 15, 2018, as "Elder Abuse Awareness Day" in Shasta County.

**SUMMARY**

N/A

**DISCUSSION**

This proclamation is one of the activities sponsored by the District Attorney's Office designed to highlight the needs and rights of victims of elder abuse. The elder population in Shasta County makes up nearly 20% of our demographic. The Board of Supervisors proclamation will demonstrate support in recognizing elder abuse as a major public health issue and support the need for prevention and awareness efforts in Shasta County.

**ALTERNATIVES**

The alternative is not approving the proclamation in which case the Shasta County District Attorney's Office will not include the proclamation in the activities of Elder Abuse Awareness Day.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this proclamation. Health and Human Services Agency-Adult Services has joined with the District Attorney's Office to support awareness efforts.

**FINANCING**

There is no fiscal impact associated with the adoption of this proclamation.

ATTACHMENTS:

Description

Upload Date

Description

Elder Abuse Awareness Proclamation

5/22/2018

Elder Abuse Awareness  
Proclamation

# Shasta County Board of Supervisors Proclamation

## Elder Abuse Awareness Day June 15, 2018

**WHEREAS**, Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities;

**WHEREAS**, The National Center on Elder Abuse (NCEA) and partner agencies in Shasta County recognize the importance of taking action to raise awareness, prevent and address elder abuse; and

**WHEREAS**, As our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and

**WHEREAS**, Ageism and social isolation are major causes of elder abuse in the United States; and

**WHEREAS**, Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

**WHEREAS**, Preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

**WHEREAS**, Where there is justice there can be no abuse; therefore, The District Attorney's Office, Health and Human Services Agency –Adult Services, PSA2 Area Agency on Aging, Ombudsman, urges all people to restore justice by honoring older adults.

**WHEREAS:** *Join us in our engaging and empowering movement, and putting an end to abuse.*

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaim June 15, 2018 as **Elder Abuse Awareness Day** in Shasta County and join advocates in our County in taking action to prevent violence against vulnerable adults in our community.

---

Les Baugh, Chairman

---

June 5, 2018

Date



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - General Government-1.

**SUBJECT:**

Conflict Public Defense Budget Amendment

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Elaine Grossman, Senior Administrative Analyst (530) 225-5561

**STAFF REPORT APPROVED BY:** Lawrence G. Lees, County Executive Officer

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

**RECOMMENDATION**

Approve a budget amendment increasing appropriations by \$75,000, offset by the Appropriation for Contingency, in the Conflict Public Defense budget for professional investigation and homicide services.

**SUMMARY**

N/A

**DISCUSSION**

The Conflict Public Defense budget (20300) may exceed budget authority for Fiscal Year (FY) 2017-18. This is primarily due to a combination of high costs for forensic psychological services, special testing services, expert witness services, etc., many of which are ordered by the local Court for County of Shasta to pay. Federal and State laws mandate that these services be provided; however, the cost of providing these services for indigent clients falls to the County. The County is not aware in advance of these higher-cost services being provided on behalf of clients, which makes predicting overall costs difficult.

County Administrative Office staff budget based on past trends, but continuously review the actual expenses compared to the Board-approved appropriations for 20300. Based upon recent estimates, calculations of remaining budget authority in 20300 provides a small buffer to cover these costs for May and June 2018. However, because just one of these specialty invoices can be \$5,000 to \$15,000 each, the set appropriations could be exceeded at any time. Most invoices for June services will not arrive until July or August, when it would be too late to process a FY 2017-18 budget amendment to increase appropriations. The request is for \$50,000 to be transferred to Professional Investigation Services and for \$25,000 to be transferred to Professional Homicide Services in 20300.

**ALTERNATIVES**

The Board may choose not to approve the FY 2017-18 budget amendment.

**OTHER AGENCY INVOLVEMENT**

The Auditor-Controller and County Chief Financial Officer have reviewed the recommendation.

**FINANCING**

Approving this FY 2017-18 budget amendment will provide a larger buffer for unknown costs for May and June 2018. The Conflict Public Defense budget is in the General Fund, so any unspent appropriations fall to the General Fund. Most of the local Court orders processed for these services include language that the defendant may be ordered to reimburse Shasta County for the cost at the conclusion of the case based on ability to do so.

**ATTACHMENTS:**

Description	Upload Date	Description
20300 Budget Amendment Memo	5/24/2018	20300 Budget Amendment Memo

**MEMORANDUM****Shasta County Administrative Office**

Lawrence G. Lees, County Executive Officer

**TO:** Brian Muir, Auditor-Controller

**FROM:** Lawrence G. Lees, County Executive Officer

**SUBJECT:** CONFLICT PUBLIC DEFENSE BUDGET AMENDMENT

**DATE:** May 23, 2018

Please prepare a budget amendment transferring \$75,000 from Appropriation for Contingency to Professional Investigation Services (\$50,000) and Professional Homicide Services (\$25,000) in the Conflict Public Defense budget (20300). Based upon recent estimates, calculations of remaining budget authority in 20300 provides only a small buffer to cover high costs for forensic psychological services, special testing services, expert witness services, etc., many of which are ordered by the local court for County of Shasta to pay. The request is going to the Board for consideration on June 5, 2018.

Conflict Public Defense  
DEPARTMENT NAME

**APPROPRIATIONS**  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
20300	034855	PROF INVESTIGATION SVS	370,000	420,000	50,000
20300	034856	PROF HOMICIDE SVS	239,290	264,290	25,000
20300	090000	APPROP. FOR CONTINGENCY	250,000	175,000	(75,000)
<b>TOTAL</b>					<b>0</b>

cc: Terri Howat, County Chief Financial Officer

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - General Government-2.

**SUBJECT:**

5/22/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, Deputy Clerk of the Board, 530-225-5550

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve the minutes of the meeting held on May 22, 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
-------------	-------------	-------------



May 22, 2018

1

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, May 22, 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:

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 - Kristin Gulling-Smith  
Administrative Board Clerk - Trisha Boss

**INVOCATION**

Invocation was given by Pastor Melvin Moss, Second Baptist Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

**PRESENTATIONS**

**PRESENTATION**

**2017 SHASTA COUNTY FIRE DEPARTMENT ANNUAL REPORT**  
**COUNTY SERVICE AREA #1 – FIRE PROTECTION**

Fire Warden Mike Hebrard gave a presentation regarding the 2017 Shasta County Fire Department Annual Report.

The Board of Supervisors thanked the firefighters, staff, and volunteers for their hard work and service.

**PUBLIC COMMENT PERIOD - OPEN TIME**

Brad Seiser spoke in opposition to the proposed Tierra Robles construction project.

William Gilbert thanked the firefighters and spoke about issues with the County and County employees.

Monique Welin discussed mental health concerns.

Greg Hector spoke regarding the County jail and opioid addiction.

**CONSENT CALENDAR**

By motion made, seconded (Morgan/Kehoe), 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 May 15, 2018, as submitted. (Clerk of the Board)

Adopted Resolution No. 2018-038, effective June 1, 2018, which amends the Shasta County Personnel Rules, Chapter 20, Travel and Other Expenses- County Charges. (Support Services – Personnel)

(See Resolution Book No. 60)

Approved and authorized the Chairman to sign a renewal agreement with Computer Logistics in an amount not to exceed \$300,000 to provide employment subsidy reimbursement, as the employer of record, for the employment of eligible CalWORKs recipients for the period July 1, 2018, through June 30, 2020. (Health and Human Services Agency – Regional Services)

Approved and authorized the Chairman to sign an amendment to the agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) to increase the maximum compensation

May 22, 2018

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by \$15,000 to \$55,000 for Fiscal Year 2017-18 with a new contract maximum of \$135,000 to provide counseling programs and services, retaining the term of the agreement through June 30, 2016, with two automatic one-year renewals. (Probation)

Approved and authorized the Chairman to sign a retroactive renewal revenue agreement with the Shasta-Tehama-Trinity Joint Community College District in an amount not to exceed \$59,110 to provide case management services for the Shasta Technical Education Program – Unified Partnership (STEP-UP) Program for the period May 10, 2018, through May 9, 2019. (Probation)

Took the following actions regarding the “Deschutes Road (2H01B) Widening Project – Phase 1,” Contract No. 702982: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15302, Class 2-Replacement and Reconstruction of Existing Structures and Facilities; approved plans and specifications and directed the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and authorized opening of bids on or after June 21, 2018, at 11 a.m. (Public Works)

Took the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: Approved the plans and specifications and directed the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and authorized the opening of bids on or after June 21, 2018, at 11 a.m. (Public Works)

Introduced and waived the reading of an Ordinance of the Board of Supervisors of the County of Shasta Amending Ordinance No. 408 of Shasta County Entitled “An Ordinance Placing Speed Restriction on Motor Vehicle Travel over Certain Streets and Portions Thereof,” by Amending Section II Thereof establishing the following speed restriction: 30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits. (Public Works)

Took the following actions regarding the “2017 Pavement Management System,” Contract No. 701604: Approved and authorized the Public Works Director to enter into an agreement with the Metropolitan Transportation Commission in the amount of \$10,680 to provide technical support for database setup and first-year subscription of the StreetSaver software; authorized the Public Works Director, or his/her designee, to accept the StreetSaver standard End User License Agreement; and authorized the Public Works Director, or his/her designee, to renew the StreetSaver software subscription annually in an amount not to exceed \$5,000 per year. (Public Works)

Approved and authorized the Chairman to sign an amendment effective date of signing to the agreement with Kimley-Horn and Associates, Inc., to prepare environmental documents for the Tierra Robles Planned Development Project, which: Increases maximum compensation by \$34,740 (for a new total not to exceed \$284,001); specifies the number of meetings with staff and attendance at Planning Commission and Board of Supervisors meetings; and extends the term of



the agreement from June 30, 2018, to June 30, 2019, or until the Final Environmental Impact Report is certified and the County accepts the Final Mitigation Monitoring and Reporting Program, whichever occurs first. (Resource Management)

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

**LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

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

Supervisor Morgan recently attended meetings of the Superior California Economic Development District and the Planning and Service Area 2 Area Agency on Aging, Executive Board.

Supervisor Moty recently attended the California State Association of Counties Legislative Conference.

Supervisor Rickert recently attended a Northern California Water Association Governing Board meeting.

Supervisors reported on issues of countywide interest.

**PUBLIC WORKS**

**SHERIFF**

**JAIL RECREATION YARD & SHOWER IMPROVEMENT PROJECT**

Sheriff Tom Bosenko gave a presentation regarding the "Jail Recreation Yard & Shower Improvement Project," describing the need for additional showers and recreation yard space due to adding more jail beds. He stated that the project should be completed by late December and that they hoped to utilize the new beds incrementally throughout the project timeline.

In response to questions by Supervisor Moty, Sheriff Bosenko stated that the project to add additional jail beds started around 2007, and that the additional shower project has been ongoing for approximately two to three years.

May 22, 2018

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In response to questions by Supervisor Kehoe, Sheriff Bosenko stated that approval for the project has been given, with minor amendments, by a letter dated May 18<sup>th</sup> from the Board of State and Community Corrections. He also stated that, with incremental usage, jail capacity could be increased before the end of the project. Sheriff Bosenko stated that the actual number of jail beds being added is 64.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions regarding the "Jail Recreation Yard & Shower Improvement Project," Contract No. 610485: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301, Class 1-Existing Facilities; designated the Public Works Director as the County's agent to sign and approve plans and specifications prepared, provided the plans and specifications are substantially similar to the draft Contract Book for the Shasta County Jail Recreation Yard & Shower Improvement Project; directed the Public Works Director to advertise for bids; and authorized opening of bids on or after July 12, 2018, at 11 a.m.

#### ANNOUNCEMENT SPECIAL EVENING MEETING

Chairman Baugh announced a special evening meeting, Public Safety Workshop #2, to be held on Tuesday, June 26<sup>th</sup>. The meeting will be in Board Chambers from 5:00 to 7:00 p.m. and will be open to the public.

#### CLOSED SESSION ANNOUNCEMENT

Chairman Baugh noted that the Closed Session item regarding *Everett Jewett, et al. v. Shasta County Sheriff's Department, et al.* was pulled from the agenda and announced that the Board of Supervisors would recess to a Closed Session to take the following action:

Confer with legal counsel to discuss one case of anticipated litigation, pursuant to Government Code section 54956.9, subdivision (d), paragraph (2) *significant exposure*.

9:48 a.m.: The Board of Supervisors recessed to Closed Session.

10:20 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

6

May 22, 2018

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss potential litigation; however, no reportable action was taken.

10:21 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:** June 5, 2018

**CATEGORY:** Consent - General Government-3.

**SUBJECT:**

N/A

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 5

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

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

As introduced on May 22, 2018, enact An Ordinance of the Board of Supervisors of the County of Shasta Amending Ordinance No. 408 of Shasta County Entitled “An Ordinance Placing Speed Restriction on Motor Vehicle Travel over Certain Streets and Portions Thereof,” by Amending Section II Thereof establishing the following speed restriction: 30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits.

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FINANCING**

N/A

ATTACHMENTS:

Description

Proposed Ordinance

Upload Date

5/31/2018

Description

Proposed Ordinance

**ORDINANCE NO. 408-**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AMENDING ORDINANCE NO. 408 OF SHASTA COUNTY  
ENTITLED "AN ORDINANCE PLACING SPEED RESTRICTION ON MOTOR  
VEHICLE TRAVEL OVER CERTAIN STREETS AND PORTIONS THEREOF,"  
BY AMENDING SECTION II THEREOF**

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

1. Section II of Ordinance No. 408, which prescribes speed limits for certain highways and streets and portions thereof, is amended by the addition of the following speed restriction:

30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits.

2. All ordinances and parts of ordinances in conflict herewith are repealed.

3. This ordinance shall be in full force and effect thirty (30) days after its passage. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this 5th day of June, 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:** June 5, 2018  
**CATEGORY:** Consent - General Government-4.

**SUBJECT:**

Resolution to approve the Third Amendment to Joint Exercise of Powers Agreement with the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Authority

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which approves and authorizes the Chairman to sign the revised Third Amendment and Restated Joint Exercise of Powers Agreement with the counties of Butte, Colusa, Glenn, Nevada, Placer, Siskiyou, Sutter, Tehama, and Yuba effective the date of signing to remove the County of Yolo and add the County of Glenn as members of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency with no change in compensation.

**SUMMARY**

The Joint Exercise of Powers Agreement designates the Sierra-Sacramento Valley Emergency Medical Services (S-SVEMS) Joint Powers Agency (JPA) as Shasta County’s Local Emergency Medical Services Agency (LEMSA). The LEMSAs are granted authority by the Emergency Medical Care Personnel Act (California Health and Safety Code, Section 1797 et seq.) The LEMSAs are responsible for providing the County’s mandated Emergency Medical Services planning and coordination activities.

**DISCUSSION**

On April 13, 2010, the Shasta County Board of Supervisors approved an agreement with the S-SVEMS JPA to provide LEMSAs services to Shasta County, effective from the date of signing until such time that the JPA agreement could be amended and approved by all member counties. In 2011, the JPA agreement was officially amended and approved by all member counties to allow Shasta County to enter into the JPA and participate as a voting Member County.

The S-SVEMS JPA was founded under an agreement executed in 1981. Since then, there have been two amendments to the agreement. In 1992, an amendment was approved to remove the counties of El Dorado, Sacramento, and Sierra from membership. In 2011, an amendment was approved to add the counties of Butte, Colusa, Shasta, Siskiyou, and Tehama as members.

In 2013, Yolo County left the JPA membership. In 2017, Glenn County approached the S-SVEMS requesting membership in the JPA. On May 12, 2017 the JPA Board approved adding Glenn County to its service area on a contract basis, with the understanding that a request would be made to all member counties to allow Glenn County to become a full member of the JPA governing Board. The Third Amendment and Restated Joint Exercise of Powers Agreement reflects the removal of Yolo County and the addition of Glenn County.

On March 6, 2018, the Board of Supervisors adopted Resolution No. 2018-019, which approved and authorized the Chairman to sign the Third Amendment and Restated Joint Exercise of Powers Agreement. The JPA Board subsequently proposed additional revisions to this Third Amendment and Restated Joint Exercise of Powers Agreement. These changes are technical clarifications which do not change the scope of services provided by S-SVEMS to Shasta County, and they do not change the annual contribution required of Shasta County. However, they require the Board of Supervisors to reconsider the Third Amendment and Restated Joint Exercise of Powers Agreement.

### **ALTERNATIVES**

The Board could choose not to approve the amendment.

### **OTHER AGENCY INVOLVEMENT**

County Counsel has approved the Third Amendment and Restated Joint Exercise of Powers Agreement as to form.

### **FINANCING**

There is no additional General Fund impact associated with the recommendation.

#### **ATTACHMENTS:**

Description	Upload Date	Description
Resolution to Approve Amendment	5/25/2018	Resolution to Approve Amendment
Third Amendment	5/30/2018	Third Amendment



RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RESCINDING RESOLUTION NO. 2018-019  
AND APPROVING A THIRD AMENDMENT  
AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE PURPOSE OF CONTINUING A REGIONAL EMERGENCY MEDICAL  
SERVICES AGENCY

WHEREAS, the County is required to designate Local Emergency Medical Services (EMS) Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code) hereinafter called the "Act,"; and

WHEREAS, Joint Powers Agencies may be created under the provisions of the Government Code, State of California (Section 6500, et seq.), to jointly exercise powers common to all members; and

WHEREAS, there now exists an urgent and demonstrated need for the continuation of a Regional EMS Agency and an Emergency Medical Services (EMS) program in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the County desires to delineate Local EMS Agency responsibilities in accordance with the Act to a Joint Powers Agency created to achieve these purposes; and

WHEREAS, on April 13, 2010, the Board of Supervisors joined the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency to provide EMS services to Shasta County, and on February 1, 2011, Shasta County became a voting Member County of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency; and

WHEREAS, after the Board approved Resolution No. 2018-019, which authorized the Chairman to sign a third amendment and restated Joint Exercise of Powers Agreement, the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency revised the third amendment and restated Joint Exercise of Powers Agreement; and

WHEREAS, the Board wishes to continue in membership with the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency to achieve the purposes cited herein;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby rescinds Resolution No. 2018-019 and approves the attached Third Amendment and Restated Joint Powers Agreement.

DULY PASSED AND ADOPTED this \_\_\_\_th day of June, 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

**THIRD AMENDMENT AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF CONTINUING A REGIONAL EMERGENCY MEDICAL SERVICES AGENCY AND PROVIDING FOR THE CONTINUED IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY MEDICAL SERVICES SYSTEM IN THE COUNTIES OF BUTTE, COLUSA, GLENN, NEVADA, PLACER, SHASTA, SISKIYOU, SUTTER, TEHAMA AND YUBA, STATE OF CALIFORNIA**

---

THIS AGREEMENT, dated for convenience, the First day of July, 2018, by and between the Counties of Butte, Colusa, Glenn, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama and Yuba, each a political subdivision of the State of California (herein, collectively referred to as “Member Counties” or individually as “Member County”).

**RECITALS**

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of a Regional EMS Agency and an Emergency Medical Services (EMS) program in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to delineate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code) hereinafter called the “Act,” and participate in Joint Powers Agency hereafter established, and;

WHEREAS, Glenn County wishes to become a full member of this Joint Powers Agency

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

## **ARTICLE I**

### **PURPOSE AND CREATION**

The purpose of this Agreement is to provide unified planning and coordination of a Regional Emergency Medical Services System by and through a Joint Powers Agency and for that agency to perform the duties and responsibilities of local EMS agency for the Member Counties in their ongoing operation and management of county emergency medical services systems.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Services Agency, herein referred to as "Agency." For the purpose specified in this Agreement, the Agency shall be an entity separate from the parties to this Agreement.

## **ARTICLE II**

### **TERM**

- A. This Agreement shall become effective as of the date upon which all member counties have approved it and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. In the event that a county or counties withdraw from the Agency ("Withdrawing County"), as per the term and conditions set forth in ARTICLE VI of this Agreement; and, if the remaining Member Counties desire to continue the Agency, the Withdrawing County (or counties) shall be removed from the Agreement, and it shall not be necessary to cause a new agreement to be executed by the remaining counties.

- B. If all Member Counties agree to terminate this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

### **ARTICLE III**

#### **FUNDING**

A. **Member County Contributions**

As Member Counties, we acknowledge the need for stabilization of funding in order for the Agency to perform required duties. Each Member County shall provide the Agency with an annual base contribution of \$10,000. In addition to the base contribution, the Member Counties agree to provide the Agency with an additional contribution of 42 cents per capita, or as determined by the Agency board by Resolution. Member county's current population figures shall be based upon figures obtained from the Demographic Research Unit, Department of Finance, State of California.

Payment of the county contribution as calculated above shall be due and payable within 30 days of Member County's receipt of an invoice from the Agency.

**State Funding**

The Agency shall annually apply for regional funding from the State Emergency Medical Services Authority. This shall include, but not be limited to, State general fund grants, Federal block grants and any special project grants.

**ARTICLE IV**

**GENERAL POWERS**

A. Board of Directors

1. The Agency shall be governed by a Board of Directors, herein referred to as “Board,” composed of ten voting members as follows: One (1) representative of the Board of Supervisors of each Member County. Each such JPA Board member shall be selected by and serve at the pleasure of the Member County’s Board of Supervisors represented by such representative.
2. Any Supervisor of a member county’s board may serve as an alternate. Such alternate shall vote only in place of their absent representative. Each member shall have an equal vote.
3. The Agency shall have a full or part-time California licensed physician and surgeon as Medical Director, who has substantial experience in the practice of emergency medicine, to provide medical control and to assume medical accountability throughout the planning, implementation and evaluation of the EMS System. Such physician shall act as the Medical Director of the local EMS agency pursuant to the Act for member counties and counties with whom the Agency contracts with for such services.
4. The Agency shall employ a Regional Executive Director and fix his/her salary. He/She shall serve at the pleasure the Board of Directors. It shall be the

responsibility of the Regional Executive Director to employ and discharge staff. Agency positions are established by the Board.

5. The Board of Directors of the Agency shall provide for its regular meetings. One meeting every other month shall be held. Special meetings may also be called if needed. One of the regular meetings shall be designated as the annual meeting at which time a review of the Joint Powers Agreement may take place. The annual meeting shall include the election of officers and other business as deemed necessary by the Board. The meetings shall be held in compliance with the Ralph M. Brown Act (Government Code, Section 54950 et seq.). Notice of regular meetings and the agenda shall be posted in a public location at least 72 hours in advance of said meetings.
6. The Regional Executive Director of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member and alternate of the Board.
7. A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of a majority of the members shall be required for the approval of any motion/resolution as to which action of the Board is required.
8. Any vacancy of a regular or alternate member of the Board shall be filled by the authority which made the appointment.

9. Members of the Board shall serve without compensation, but shall receive reimbursement from the Agency for actual and necessary expenses incurred when on official duty for the Agency (including a stipend and mileage for travel to and from meetings of the Board, unless otherwise provided by the member's county). No member of the Board may be compensated for any service to the Agency except as provided in this section. Nothing herein shall be construed to prohibit member counties from compensating their Members or alternates for services on the Board.
10. Reimbursement for expenses shall be made by the Agency upon submittal of proper documentation.

B. Other Officers

The Treasurer and Auditor of the County of Placer are designated as Treasurer and Auditor respectively by each member county to act on behalf of the Agency and to be responsible for fiscal management under the terms of this Agreement. Said county shall be entitled to receive project indirect costs as agreed upon between the Board and Placer County.

C. Contracts

In order to achieve the purpose of this Agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this Agreement and any renewals thereof. As set forth in Section IV.D, no party to this Agreement shall be responsible for any debt or obligation of the Agency.



D. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the Member Counties. The Agency shall indemnify, defend and hold harmless each of the Member Counties and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Member County(ies) on account of any claim therefore, except where such indemnification is prohibited by law. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workers' Compensation Insurance. The debts and obligations of the Agency are not and shall not become debts or obligations of any of the parties to this Agreement. No party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. Grants

The Agency may, with Board approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

F. Bylaws

The Board of Directors of the Agency shall adopt bylaws for the governing of the Agency and for the conducting of the business of the Board. Such bylaws shall make provision for

an annual independent audit. Such bylaws shall also provide for the operation of Agency programs including the compensation and privileges of the employees of the Agency. Such bylaws shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Agency. The Board of Directors shall elect a Chairperson and Vice-Chairperson to serve for one year and shall also appoint a Secretary who need not be a member of the Board.

G. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of Placer.

**ARTICLE V**

**REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION**

A. Agency Designation

The Agency is designated as the Local EMS Agency by each signatory to this Agreement.

B. Agency Authorization

The execution of this Agreement acts as a delegation to the Agency by each signatory of all the California Health and Safety code, Division 2.5 functions, and the Agency shall act as the Local EMS Agency as to each function.

C. Designated Agency Functions

Within the territorial jurisdiction of each county signatory to this Agreement, the Agency shall perform the functions set forth in California Health and Safety Code, Division 2.5 (Cal H&S Code Section 1797 et seq., as currently written, or as may be amended, as well as the following:

1. The Agency may develop a schedule of fees for testing and certification in an amount sufficient to cover the actual cost of administering the certification process.
2. The Agency shall provide an organizational and committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.
3. The Agency shall provide liaison with county Emergency Medical Care Committees and providers to plan effective program variations which meets specific county provider and patient needs.
4. The Agency shall periodically reassess facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.
5. The Agency shall perform legislative activities on behalf of the member counties at the state and local levels.
6. The Agency shall research availability of funds, institute applications where appropriate, and manage budgets in accordance with regional policies and specific requirements of funding sources.
7. The Agency shall facilitate intercounty and interregional response and transport of patients.

8. The Agency shall comply with all other relevant requirements as stated in the Act.
9. The Agency may contract with any organization to provide any relevant service of function authorized by the Act.
10. The Agency may have other powers and responsibility authorized by the counties.

## **ARTICLE VI**

### **WITHDRAWAL**

- A. Any signatory to this Agreement may withdraw by giving written notice to all the other signatories a minimum of six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective at the end of the fiscal year unless otherwise specified in this Agreement.
- B. Equipment and Funds. Upon withdrawal of a Member County, any money or assets, including funded equipment in possession of the Agency for use under this Agreement shall remain with the Agency, except that the Board of Directors in its sole discretion, may permit a Withdrawing County to retain emergency medical care equipment secured through the Agency if the Board determines that such equipment is needed for the medical care of residents of the Withdrawing County. For situations arising that are not covered by the above guidelines, the Withdrawing County and the Board of Directors of the Agency may enter into a contract settling the terms and conditions of withdrawal. A Withdrawing County shall not be entitled to any further distribution of Agency property or funds.
- C. Payment of Other Postemployment Benefits (OPEB) arising during the term of this JPA. The Member Counties agree that if a member County withdraws from the JPA, the withdrawing County shall, prior to withdrawal from the JPA, pay the Withdrawing County's

pro-rata share, based on population. Should an unfunded liability exist the Withdrawing County shall pay the pro-rata share of unfunded liability, based on population.

## **ARTICLE VII**

### **FISCAL YEAR**

For the purposes of this Agreement, the term “fiscal year” shall mean the period from July 1 to and including the following June 30<sup>th</sup>.

## **ARTICLE VIII**

### **CLAIMS**

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor – Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

## **ARTICLE IX**

### **ALLOWANCE OF CLAIMS BY AUDITOR-CONTROLLER**

- A. The Auditor-Controller of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors in any of the following cases:

1. Expenditures which have been authorized by purchase orders issued by an office of the Agency authorized and approved by the Board of Directors to make such purchases.
2. The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for in accordance with the prior authorization of the Board.

**ARTICLE X – ADDITIONAL PROVISIONS**

- A. This Agreement supersedes the Agreement of February 1, 2011 by and between the counties of Butte, Colusa, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, Yolo, and Yuba, and all forerunners and amendments thereof. All rights, duties, liabilities, obligations and assets of the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said Agreement are hereby assumed by the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said Agreements are hereby ratified and confirmed. It is not the purpose of this Agreement to do away with the Sierra-Sacramento Valley Emergency Medical Services Agency, but rather to amend its powers, and place it in compliance with the requirements as stated in Part 1 of Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- B. Performance of Functions by County. Agency shall be the sole Local Emergency Medical Service Agency for each and every Member County, and shall perform the services enumerated in this agreement. However, Agency and the Member County may enter into such contracts allowing the Member County to perform any function or functions delegated to Agency by this Agreement at the time of its signing.

C. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

**COUNTY OF PLACER**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF GLENN**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF YUBA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF SUTTER**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF NEVADA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF COLUSA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF BUTTE**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF SHASTA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF SISKIYOU**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF TEHAMA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors





REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018  
**CATEGORY:** Consent - General Government-5.

**SUBJECT:**

Personal Services Agreement between the County of Shasta and Tax Sale Services of California, LLC

**DEPARTMENT:** Treasurer-Tax Collector/Public Administrator

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Lori J. Scott, Treasurer-Tax Collector-Public Administrator; 530-225-5511

**STAFF REPORT APPROVED BY:** Lori J. Scott, Treasurer-Tax Collector-Public Administrator

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Tax Sale Services of California, LLC in an amount not to exceed \$50,000 per fiscal year to provide “party of interest” information on parcels that may be sold at tax auction for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**SUMMARY**

The Tax Collector is required by statute to conduct tax auctions, and as a part of that process, must make a reasonable effort to provide written notice to parties of interest. Tax Sale Services of California, LLC will provide the Tax Collector necessary reports to meet the need of the Tax Collector to identify and provide notice to parties of interest.

**DISCUSSION**

Revenue and Taxation Code Section 3701 requires the Tax Collector to make a reasonable effort to provide written notice to parties of interest (as defined in Revenue and Taxation Code Section 4675) advising of the proposed sale of the property in which they have an interest and of the rights of redemption and the right to claim excess proceeds, as defined in Revenue and Taxation Code Section 4674.

**ALTERNATIVES**

In theory, this research could be done “in house”, but the amount of staff time required would be beyond our limited resources, and we would be “self-insured” as to errors and omissions.

**OTHER AGENCY INVOLVEMENT**

The Personal Services Agreement has been approved as to form by County Counsel, County Administrative Office and Risk Management. The County Administrative Office has reviewed the Treasurer-Tax Collector’s recommendation.

**FINANCING**

The cost associated with the proposed agreement is a general fund cost. Based on past experience, it is anticipated that 91% of the cost, or \$24,206, will be recoverable from the proceeds of the tax auction. The remaining cost has been included in the 2018-2019 fiscal-year budget request.

**ATTACHMENTS:**

Description	Upload Date	Description
Personal Services Agreement	5/23/2018	Personal Services Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN  
COUNTY OF SHASTA AND TAX SALE SERVICES OF CALIFORNIA**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("County") through its Department of Treasurer-Tax Collector and Tax Sale Services of California LLC, a Limited Liability Company, ("Contractor") for the purpose of rendering services as herein described.

**1. RESPONSIBILITIES OF CONTRACTOR.**

- A. Pursuant to the terms and conditions of this agreement, Contractor shall submit to the Treasurer-Tax Collector, no later than November 13, 2018, a report that lists the last known address of all lienholders of record and persons with title of record, according to the Official Records of the County of Shasta and the County Assessor's public records for properties scheduled to be sold at the tax auction on February 22, 2019. The products of all work under this agreement, including, but not limited to, any reports, manuals, and other documentation, shall be the property of County. That report shall also include, for all parcels scheduled to be sold:
- 1) As to any Notice of Power to Sell recorded on a parcel, a review of the notice and a description of any possible defects.
  - 2) A statement as to whether the property may be subject to personal contract requirements under Revenue and Taxation Code section 3704.7.
  - 3) A statement as to whether the property is subject to the federal tax lien reporting statutes.
  - 4) A statement as to whether a bankruptcy petition has been filed of record.
  - 5) A statement as to whether the property may be a street or alleyway or otherwise be unsuitable for sale.
  - 6) A statement as to whether the property, which has improvements, has no liens or encumbrances of record on the property.
  - 7) A statement as to whether the property is subject to a senior citizen property tax postponement lien of record.
  - 8) All information contained in the Section 3701 Parties of Interest Report, Notice of Sale Services, and Mailing Preparation Services as described in the Fee Schedule attached as Exhibit A to this agreement and incorporated herein (the "Fee Schedule").
- B. Contractor shall determine the priority of the voluntary/involuntary liens against the parcels sold at the County tax sale. The Tax Collector will be given, in hard

copy and on CD Rom, each lien against each parcel, and Contractor's opinion of its priority in regard to claims for excess proceeds.

- C. Contractor shall submit to the Treasurer-Tax Collector by November 13, 2018, a completed Notice of Sale for each party of interest. The notice shall contain all of the information referred to in Revenue & Taxation Code section 3701, as well as any additional information as directed by the Treasurer-Tax Collector. The notices shall be provided in any County-mandated format, and delivered in either printed or electric format (or both), pursuant to the instructions of the Treasurer-Tax Collector.
- D. Contractor shall provide to the Treasurer-Tax Collector, on or before November 13, 2018, mailing and return address labels for each party of interest in the quantity and format specified by the Treasurer-Tax Collector.
- E. On or before April 22, 2019, Contractor, with regard to each auctioned parcel with excess proceeds of \$150 or more, provide to the Treasurer-Tax Collector the last known address of all lienholders of record and persons with title of record, in the order of priority of those interests.
- F. Contractor shall also provide a completed Section 4676 Excess Proceeds Report as described in Exhibit A for each party of interest in any County-mandated format, and deliverable in either printed or electronic format (or both), pursuant to the instructions of the Treasurer-Tax Collector.
- G. Contractor shall have no authority to act on behalf of County in any capacity whatsoever as agent, nor to bind County in any obligation.
- H. If this agreement is extended beyond its initial term pursuant to section 5 of this agreement and additional tax sales are scheduled, County and Contractor may agree, in writing, as to the dates upon which the services specified in this section are to be performed.
- I. Contractor may also perform other services described in the Fee Schedule upon written request by County.
- J. All work performed pursuant to this agreement shall be done in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and using the best practices of the profession/trade(s), and shall be completed to the satisfaction of the Shasta County Tax Collector or his/her designee.
- K. Consultant may only access the Shasta County Recorder software system (RiiMS-Recorder Information & Image Management Systems) and/or make copies of any document recorded by the Shasta County Recorder using the Shasta County Recorder software system (RiiMS-Recorder Information & Image Management Systems) for the sole purpose of fulfilling the Consultant Responsibilities under this agreement. Consultant agrees and warrants that



neither he, his employees, partners, agents or any other person or entity will access or copy such Shasta County Recorder information or documentation for any purpose other than fulfilling the Consultant Responsibilities under this agreement.

2. **RESPONSIBILITIES OF COUNTY.**

- A. County shall provide redemption information to Contractor.
- B. County retains the right to inspect and/or monitor Contractor's compliance with the terms of this agreement.
- C. County shall compensate Contractor as prescribed in section 3 of this agreement.

3. **COMPENSATION.**

County shall pay Contractor in accordance with the Fee Schedule attached hereto as Exhibit A. The maximum amount of compensation to be paid Contractor pursuant to this agreement shall not exceed \$50,000 each fiscal year.

4. **BILLING AND PAYMENT.**

Contractor shall submit to County within five days after completion of the services described a statement of services rendered. County shall make payment within 30 days of receipt of Contractor's statement.

5. **TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning July 1, 2018. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless either party gives 30 days' written notice not to renew. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall terminate as of June 30 of the last fiscal year for which funds for this agreement were appropriated. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

6. **TERMINATION OF AGREEMENT.**

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor 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 Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor

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 Contractor. County shall pay consultant for all work satisfactorily completed as of the date of notice.
- 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 the Treasurer-Tax Collector.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated under paragraph A above, Contractor shall only be paid for services completed and provided prior to notice of termination. In the event of termination under paragraph B or C above, Contractor shall be paid an amount which bears the same ratio to the total compensation authorized by this agreement as the services actually performed bear to the total services of Contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay Contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

7. **ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others. It is understood and agreed that this agreement is not meant to be exclusive and the County reserves the right to enter into other contracts for the same services, if so desired.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments 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 Treasurer-Tax Collector.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.



8. **NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor 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.

9. **EMPLOYMENT STATUS OF CONTRACTOR.**

Contractor 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 Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION.**

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.

**11. 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.

**12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.**

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor 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.
- 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.

**13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor 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 or use of family care leave.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities' Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.



**14. CONTRACTOR'S COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor'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. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**15. LICENSES AND PERMITS.**

Contractor 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.

**16. PERFORMANCE STANDARDS.**

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

**17. CONFLICTS OF INTEREST.**

Contractor and Contractor'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.

**18. 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 the 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 copyrighted 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, Contractor shall retain all of its rights in its own proprietary information, including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by the Contractor prior to, or acquired by the Contractor during the performance of this agreement and the Contractor shall not be restricted in any way with respect thereto.

**19. NOTICES.**

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Shasta County Treasurer-Tax Collector  
P. O. Box 991805  
Redding, CA 96099-1805

If to Contractor: Steve Hourigan  
Tax Sale Services of California LLC  
3990 Black Oak Drive  
Shingle Springs, CA 95682-9534

- B. Written notice shall be deemed to be effective two days after mailing. Oral notice shall be deemed to be effective immediately.

**20. ACCESS TO RECORDS/RETENTION.**

County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder.

**21. 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.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

By: David M. Yorton, Jr. 4/19/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 04/20/18  
James Johnson, Risk Management Analyst

CONSULTANT

Date: 4-22-18

By: Steve Hourigan  
STEVE HOURIGAN, Member  
Tax Sale Services of California, LLC  
Tax ID Number: 46-5092680



## Fee Schedule

### Revenue & Taxation Code Section 3701 Services:

#### **Section 3701 Parties of Interest Report ..... \$200/report\***

- Report lists the last known address of all lienholders of record and persons with title of record according to the Official Records and the assessor's public records of the county.
- In addition to the above statutory requirements, report includes:
  - A review of the property's Notice of Power to Sell for any possible defects
  - Notification that property may be subject to personal contact requirements
  - Notification that property is subject to federal tax lien reporting statutes
  - Notification that a bankruptcy petition has been filed of record
  - Notification that the property may be a street, alleyway or other indication of unsuitability for sale
  - Notification that the property may have improvements and that there are no liens or encumbrances of record for the subject property
  - Notification that the property is subject to a senior citizen property tax postponement lien of record

#### *Notice of Sale Services ..... included with 3701 report fee*

- A completed Notice of Sale for each party of interest provided in County mandated format and deliverable in either printed or electronic format (or both) per County instructions.

#### *Mailing Preparation Services ..... included with 3701 report fee*

- Provide mailing and return address labels for each party of interest in quantity and format specified by County.
- 
- \*Parties of Interest report fees for any parcel that is not redeemed or sold at the current sale will be issued for \$50.00 per report for any subsequent re-offer of that parcel at tax sale.

### Revenue & Taxation Code Section 4676 Excess Proceeds Services

#### **Section 4676 Excess Proceeds Report ..... \$30/report**

- Report lists the last known address of all lienholders of record and persons with title of record in the order of their priority for tax sold parcels with excess proceeds.

#### *Excess Proceed Services ..... included with 4676 report fee*

- A completed Notice of Excess Proceeds for each party of interest, is provided in County mandated format and deliverable in either printed or electronic format (or both) per County instructions.

### Optional Services

Where personal contacts are required pursuant to Revenue & Taxation Code Section 3704.7(a)(b), Tax Sale Services of California can perform that service on behalf of your county providing irrefutable evidence of the statutory requirements. This report will contain all the details of the personal contact



Optional Services (continued)

that will assure you all statutory requirements have been met. Perhaps more importantly however, is the emphasis placed by Tax Sale Services of California on achieving redemption by relaying to the owner/occupants the serious nature of the impending tax sale and the options, if any, that may be available to the taxpayer for redemption of the property. The fee and details of this service are as follows:

**Section 3704.7 Personal Contact Services ..... \$100/parcel**

- Act on behalf of the county, in a professional manner reflecting the positive image of the county, in an effort to achieve redemptions through personal contacts where required.
- Prepare a written report logging each attempt and the details of the contact attempt.
- Include the global positioning satellite coordinates of the property.
- Include electronic photo(s) of property in JPEG format.
- Where available, include Thomas Bros. Maps® page and grid of property location.
- Provide documentation evidencing service of written notice executed pursuant to RTC §3704.7 in event that contact is unsuccessful.

Modeled after the personal contact report described above, Tax Sale Services of California also offers a "Site Visit Report" with the same essential goal of achieving redemption of the tax-defaulted property. Many treasurer-tax collectors have encountered difficulties in definitively determining vacant residential developed property pursuant to 3691(b)(3), and have determined that an on-site inspection of tax-defaulted properties that are assessed with improvements results in a higher redemption rate and greatly reduced potential for future litigation. The fee and details of this service are as follows:

**Improved Property Contact Services ..... \$100/parcel**

- Act on behalf of the county, in a professional manner reflecting the positive image of the county, in an effort to achieve redemptions through personal contacts of the occupants of improved properties.
- Prepare a written report logging each attempt and the details of the site visit.
- Include the global positioning satellite coordinates of the property.
- Include electronic photo(s) of property in JPEG format.
- Where available, include Thomas Bros. Maps® page and grid of property location.
- Provide documentation evidencing service of written notice executed either through personal delivery or property posting

Additionally Tax Sale Services also offers a review and written recommendation of claims received for excess proceeds. Utilizing Tax Sale Services' twelve plus years of title insurance experience and twenty-four plus years of tax sales experience in the State Controller's Office, Tax Sale Services' written recommendations will provide your County Counsel with the information necessary for them to make a final decision regarding the payment of claims. The fees for this service are fully recoverable pursuant to Section 4674 which provides in part "... the county may deduct ...those costs of administering and processing the claims for excess proceeds that have not been recovered under any other provision of law."

Optional Services (continued)

**Excess Proceeds Claim Review..... \$30/claim**

At the direction of the Treasurer-Tax Collector and utilizing the procedures and forms adopted by the Treasurer-Tax Collector, prepare a written recommendation for approval by County

Counsel of the sufficiency or insufficiency of claims for excess proceeds received by the Tax Collector. Where claims appear incomplete and if requested, prepare for signature of the Treasurer-Tax Collector's Office requests for additional information necessary to fully process a claim that would provide for a final recommendation of the sufficiency of the claim. Claim reviews to be completed within two weeks following one year from the date of the recording of the tax deed to the purchaser.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-6.

**SUBJECT:**

Agreement with Butte County for Acute Psychiatric Inpatient Care

**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 renewal agreement with the County of Butte in the approximate amount of \$36,000 for the provision of acute psychiatric inpatient care for the period July 1, 2018 through June 30, 2019.

**SUMMARY**

The renewal of this agreement will allow Butte County Department of Behavioral Health (Butte) to continue to provide acute psychiatric inpatient services to adults placed by Shasta County in their Psychiatric Health Facility (PHF) located in Chico, California.

**DISCUSSION**

Under the terms of the agreement, clinical staff (Staff) from Shasta County Health and Human Services Agency (HHSA) Adult Services Branch will evaluate individuals to determine if there is a need for acute psychiatric inpatient care. If hospitalization is deemed appropriate, Staff will coordinate the transfer and admission to the PHF. Butte will also coordinate with Shasta County staff, prior to a patient's discharge, to insure an appropriate discharge plan is in effect, including transportation if necessary. All services provided under the terms of this agreement must be preauthorized by Shasta County and may be for either voluntary or involuntary placements.

There is a shortage of inpatient beds in California available to treat individuals requiring this level of care, especially for Medi-Cal clients. Therefore, HHSA Adult Services Branch strives to keep active agreements with many inpatient facilities in order to increase opportunities to find appropriate placements for individuals in need of inpatient care, and to limit time patients spend waiting in hospital emergency departments. This agreement is on a fee-for-service basis, meaning Shasta County is only obligated to pay for beds when the County has authorized services at Butte PHF. Butte will bill patient's third party payer(s), when applicable, and apply any payments to offset Shasta County's cost. Shasta County is responsible for all charges for which Butte cannot obtain third-party reimbursement. Actual costs will be billed based on usage of the PHF, up to a maximum of \$36,000, plus other services costs, during the term of the agreement.

Other services costs include transportation, and legal and interpreter costs which are rarely, if ever, incurred, but because they are “uncapped” in this proposed agreement, Board approval is necessary. Additionally, Butte’s daily rate is subject to change without amendment pursuant to the agreement.

**ALTERNATIVES**

The Board could choose not to approve the agreement or direct the department to negotiate changes to the agreement.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The maximum amount payable under this agreement, excluding transportation, legal and interpreter costs, is \$36,000. Funds for this agreement and related costs such as transportation, legal, and interpreter costs are included in the FY 2018-19 Requested Budget (BU410). There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	5/17/2018	Agreement

**REVENUE AGREEMENT  
BETWEEN  
COUNTY OF SHASTA  
AND  
COUNTY OF BUTTE  
FOR ACUTE PSYCHIATRIC INPATIENT CARE  
FY 2018/19**

COUNTY:

Shasta County

Business Address:

2640 Breslauer Way

Redding, CA 96001

**EXECUTIVE SUMMARY\***

**Annual Revenue Contract Amount:** \$36,000.00

**Expected Annual Units of Service:** Approximately 50 client days

**Butte County PHF Rate:** \$707.00 per day

**Type of Service Provided:** Acute psychiatric inpatient services at the Butte County Psychiatric Health Facility (PHF) for referred Shasta County clients.

**Term:** 7/1/18 – 6/30/19

**\*This summary is not to be used as a part of the attached contract for the description or provision of services, basis for payment, or terms as represented in the actual document.**

**It is provided for information only.**

**REVENUE AGREEMENT  
BETWEEN  
COUNTY OF SHASTA  
AND  
COUNTY OF BUTTE  
FOR ACUTE PSYCHIATRIC INPATIENT CARE  
FY 2018-19**

This Agreement is made and entered into by and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency's, hereinafter referred to as SHASTA, and the County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as BUTTE.

**RECITALS**

SHASTA wishes to extend to residents of Shasta County certain hospital-based psychiatric inpatient services which BUTTE is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

SHASTA believes it is in the best interest of the people of Shasta County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (WIC) contain definitions, standards, procedures, and regulations by and pursuant to which SHASTA and BUTTE may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of SHASTA's obligation to provide psychiatric inpatient services under the Managed Care Plan as promulgated by the State of California's Department of Health Care Services (DHCS).

**AGREEMENT**

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, BUTTE and SHASTA agree as follows.

**A. SERVICES:**

**1. Applicable Laws:**

BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Act, as identified in Sections 14712 of the Welfare and Institutions Code (WIC), et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, which from time to time will be amended. However, any amendments to such statutes or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

**2. Direction and Supervision:**

The services provided by BUTTE pursuant to this Agreement shall be furnished under the general supervision of the Director of BUTTE. The Director of BUTTE or his/her designee shall represent BUTTE in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all SHASTA clients for whom reimbursement is required under the terms of this Agreement, on behalf of BUTTE's Psychiatric Health Facility (PHF).

**3. Admission Procedures:**

In cases of emergency, BUTTE is authorized to admit psychiatric clients who are residents of SHASTA, without prior authorization from SHASTA. Authorization from SHASTA must be obtained within twenty-four hours (24-hours) of admission of an emergency client. All other admissions require prior authorization from licensed members of SHASTA staff. All admissions will be for clients of SHASTA who meet the accepted standards of medically necessary treatment.

**4. Admission Policy:**

BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability.

**5. Description of Services:**

- a. BUTTE agrees to provide acute psychiatric inpatient care to clients referred by SHASTA. These clients must be referred by SHASTA utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 WIC and voluntary clients that would otherwise be referred by SHASTA. These services shall be provided in the Butte County Psychiatric Health Facility (PHF) in Chico, California, except that SHASTA shall conduct any necessary Court proceedings in regard to Conservatorships in SHASTA County.
- b. BUTTE will prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., or 5260 WIC, et seq. PHF and PHF staff shall give their best efforts in making the evaluations for 14-day certifications as expeditiously as possible and in notifying SHASTA during the second day of the 72-hour detentions if 14-day certifications under Section 5250 WIC are anticipated.
- c. BUTTE shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for 14-day Certifications, as provided for in Sections 5150, et seq.
- d. BUTTE will inform the client of the complaint and grievance policy of the Butte County Mental Health Plan and notify SHASTA, in a timely manner, of any grievance filed by a client of SHASTA.
- e. BUTTE shall provide linguistically competent services with various interpreters (including sign language) by contracting with the AT&T Language Line as well as with other contractors.
- f. BUTTE shall provide SHASTA with a copy of its Cultural Competency Plan, if requested.
- g. BUTTE shall adhere to Title XIX of the Social Security Act, 42 USC and all applicable Federal and State statutes and regulations.

**6. Quality of Care:**

As expressed conditions precedent to requiring SHASTA's payment obligation under the terms of this Agreement, BUTTE shall:

- a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 14712 WIC, et seq., and 14680 WIC, et seq.
- b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.
- c. Not discriminate against Medi-Cal or SHASTA's Short-Doyle designated beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals.

**7. Level of Care:**

BUTTE will make every effort to determine if the SHASTA clients referred for admission can be serviced at a level of care below that of inpatient psychiatric hospitalization.

**8. Referral Procedure:**

- a. SHASTA, before transporting and admitting a client into the PHF, will make prior arrangements with BUTTE and obtain permission for admission.
- b. Prior to transport of any client to the PHF, SHASTA shall have a medical screening evaluation made of each client, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of BUTTE and if local treatment is required, it shall be arranged by SHASTA. When a client is to be transferred to the PHF with a medical problem which, in SHASTA's determination is an outpatient level of care, SHASTA shall fully advise BUTTE of the situation by sending a copy of the physical examination and/or analysis by SHASTA along with the client.
- c. SHASTA shall notify the PHF of any cultural competency needs of clients referred to BUTTE, and SHASTA shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.
- d. SHASTA shall complete all necessary legal work such as 5150's, conservatorship paperwork, etc. to the extent necessary to legally detain involuntary clients before the transfer to the PHF occurs. Copies of this paperwork and pertinent clinical information shall be transferred with the client. If the PHF is to hold clients not already conserved by SHASTA, the PHF must be designated by SHASTA to be able to write 5150's for SHASTA clients. **The PHF will detain no client beyond the 14-day hold limitation unless said client has been certified for a second 14-day hold period.** SHASTA is responsible for the transportation of all placements of SHASTA to and from Butte County and/or other placement facilities.
- e. SHASTA shall provide such information as shall be required to provide adequate care for the client prior to referral of each client, other than those admitted for services pursuant to Section 5150 WIC, et seq. This information shall include, but not be limited to client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.
- f. Third Party Revenue: BUTTE retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;
  - 1) SHASTA shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if SHASTA is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to Section WIC 5150, et seq., SHASTA shall mail documents to the PHF by Express Mail (or similar service) within 24 hours of admission.
  - 2) Financial documents to accompany the client shall include the BUTTE Payor Financial Information/Insurance Authorization Form, **Exhibit A**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.
  - 3) BUTTE shall make a best effort attempt to obtain necessary information required for third party billing purposes, from SHASTA's clients; however, if BUTTE is unsuccessful, then it is understood that SHASTA shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.
- g. SHASTA shall provide a liaison and phone number that can be reached 24 hours a day for authorization on any clients referred pursuant to Section 5150 WIC, et seq. SHASTA will respond to the PHF within four (4) hours of initial contact by the PHF.

On-Call Crisis Number: (530) 225-5200

- h. All admissions are contingent upon bed availability with BUTTE residents being given admission priority. (The PHF reserves the right to refuse any referral.)

**9. Transportation and Client Preparation:**

Transportation from SHASTA to the PHF and, upon discharge from the PHF to SHASTA, will be the responsibility of and at the expense of SHASTA. All after-care arrangements will be the responsibility of SHASTA. The PHF shall advise SHASTA prior to discharge so that appropriate discharge planning can be carried out.

- a. SHASTA will arrange for transportation of all clients back to SHASTA within 6 hours of termination of the 72-hour hold or 14-day Certification period in which the PHF may legally retain those involuntary clients that SHASTA refers to the PHF. In the event SHASTA does not arrange transportation for said clients, the PHF will transport said clients to SHASTA at SHASTA's expense and said expenses will not be included within the expense limitations set forth in Item C. Payments of this Agreement.
- b. In case of client discharge for cause (e.g., court order, certification hearing outcome, SHASTA's counsel recommendation, etc.) SHASTA shall arrange for all transportation back to SHASTA immediately.

**B. TERM:**

**1. Term of Agreement:**

Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from July 1, 2018 through June 30, 2019. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

**C. PAYMENTS**

**1. Rate of Pay:**

- a. SHASTA shall pay BUTTE the difference between BUTTE's current rate of \$707.00 per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding 24 hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

**Rate Subject to Change:** The fiscal year 2018-19 daily rate shall be determined after BUTTE's annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. SHASTA shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

- b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital based physician or psychological services.

**2. Payment Limitation:**

- a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of SHASTA for inpatient and crisis psychiatric hospitalization services shall not exceed THIRTY SIX THOUSAND DOLLARS (\$36,000.00) during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by BUTTE which will be billed to SHASTA in accordance with this Agreement.
- b. BUTTE will invoice SHASTA in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. SHASTA will remit payment to BUTTE within 30 days of invoice date.

- c. If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or BUTTE or SHASTA auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

### **3. Disapproval of Claims:**

The validity of monthly payments to BUTTE, is subject to review by the State of California, DHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, BUTTE shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between BUTTE and SHASTA that, with the exception of emergency admissions, SHASTA will be authorizing reimbursement to BUTTE for both initial evaluation and ongoing care. Thus, BUTTE should be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which BUTTE agrees to take into account are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

## **D. REQUIREMENT PROVISIONS:**

### **1. Nondiscrimination In Service, Benefits, and Facilities:**

BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of AIDS or ARC, or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

- a. Denying persons any service or benefit;
- b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;
- c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;
- d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or
- e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit as provided by this Agreement.

### **2. Confidentiality:**

BUTTE shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with WIC Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. BUTTE shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. BUTTE shall indemnify and hold harmless SHASTA, its officers, employees, and agents, from and



against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by BUTTE, its officers, employees, or agents. BUTTE agrees not to release any record pertaining to any client of SHASTA without the written approval of the SHASTA County Department of Mental Health Director.

**3. Conformance with Federal Regulations:**

BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it will conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. BUTTE services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

**4. Client Medical Records:**

BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by BUTTE's personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and will include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

**5. Client Financial Records:**

All client financial records shall be available for inspection and audit by the designated auditor of SHASTA or the State DHCS at a reasonable time during normal business hours.

**6. Records Retention:**

All client records relating to this Agreement shall be prepared and maintained in accordance with WIC and all other applicable laws and shall be kept a minimum of seven years (7) from the date of the last discharge of the client from the PHF; and, in the case of minors, for at least one year (1) after the minor client's eighteenth (18<sup>th</sup>) birthday, but in no case less than seven years (7) from the date of the last discharge of the minor client from the PHF. Service and financial records shall be retained for four years (4) after the expiration or termination of this Agreement or until audit findings are resolved, whichever is later.

**7. Right to Inspect:**

At reasonable times during normal business hours, the State DHCS, the SHASTA County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. SHASTA shall also have the right to audit and inspect any books and records of BUTTE, which pertain to services performed and determination of amount payable under this Agreement.

**E. GENERAL PROVISIONS:**

**1. Client Grievance Process:**

Each client admitted to the PHF pursuant to this Agreement shall be informed of BUTTE's complaint and grievance policy. At the PHF, BUTTE shall post and make available SHASTA's complaint/grievance resolution forms at a location readily accessible to both beneficiaries and provider staff. Any grievance filed by a client of SHASTA shall be brought to the attention of the SHASTA County Mental Health Director in a timely manner, pursuant to CCR, Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). SHASTA shall be responsible for supplying BUTTE with SHASTA's complaint/grievance forms for display.

## 2. Client Rights:

BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 WIC. Complaints by beneficiaries with regard to substandard conditions may be investigated by SHASTA's Client's Rights Advocate, County, State DHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

## 3. Legal Requirements:

In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal., 2001, CV 98-4181 AHM (AIJx)], BUTTE shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program 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 BUTTE's PHF, as well as their representatives. It is the responsibility of BUTTE to ensure that sufficient numbers of these notices are available at the PHF at all times.

## 4. Indemnification:

- a. BUTTE shall indemnify, defend, and hold harmless SHASTA, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from BUTTE's acts or omissions while performing under this Agreement. BUTTE's obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including SHASTA's and BUTTE's elected officials, officers, employees, and agents) and from damage to or destruction of any property (including SHASTA's and BUTTE's real and personal property).
- b. SHASTA shall indemnify and hold harmless BUTTE and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from SHASTA's acts or omissions while performing under this Agreement. SHASTA's obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of BUTTE or persons employed by BUTTE or visiting BUTTE's site.

## 5. Insurance:

- a. During the entire term of this Agreement, BUTTE shall maintain a program of self-insurance at BUTTE'S own cost. Said insurance to include (a) Medical Malpractice insurance coverage of at least One Million Dollars (\$1,000,000) combined single limit per occurrence, and separately (b) General Liability Insurance coverage of at least One Million Dollars (\$1,000,000) combined single limit per occurrence in accordance with **Attachment 1**, attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. BUTTE shall provide notice of insurability to SHASTA, and provide SHASTA with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, BUTTE shall provide SHASTA with proof of insurance in the form required by SHASTA  
Any of BUTTE's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SHASTA.
- b. Each County will be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage. As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease.

**6. Independent Contractor:**

The employees of each County in the performance of the Agreement shall act only in the capacity in the County in which they are employed and shall not be the agents or employees of the other County.

**7. Assignment:**

Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude BUTTE from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

**8. Successors:**

This Agreement shall bind the successors of SHASTA and BUTTE in the same manner as if they were expressly named.

**9. Notices:**

Notices shall be given to BUTTE and SHASTA at the following addresses;

BUTTE:	
Inpatient:	Butte County Behavioral Health Psychiatric Health Facility (PHF) 592 Rio Lindo Avenue Chico, CA 95926  Kelly Marinello, PHF (530) 891-2775 Phone
Payments/Billing:	Butte County Department of Behavioral Health Administrative Support Division 3217 Cohasset Rd. Chico, CA 95973 (530) 891-2980 Phone (530) 895-6548 Fax
SHASTA:	Shasta County Director of HHSA Adult Services Branch P.O. Box 496005 Redding, CA 96049-6005 (530) 225-5900 Phone (530) 225-5977 Fax

**10. Entire Agreement:**

This Agreement, including Exhibit A and Attachment 1, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

**11. Amendment:**

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

**12. Applicable Law and Forum:**

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

Butte County Department of Behavioral Health/Shasta County FY 2018/19 PHF Contract

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF BUTTE

COUNTY OF SHASTA

\_\_\_\_\_  
Dorian Kittrell, Director DATE  
Butte County Department of Behavioral Health

\_\_\_\_\_  
Les Baugh, Chairman DATE  
Board of Supervisors  
County of Shasta  
State of California

\_\_\_\_\_  
Steve Lambert, Chair  
Butte County Board of Supervisors DATE

ATTEST:

Lawrence G. Lees  
Clerk of the Board of Supervisors

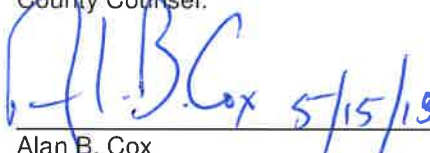
By:

\_\_\_\_\_  
Deputy DATE

Approved as to form, Butte County  
Counsel by:

Approved as to form, Rubin E. Cruse, JR  
County Counsel:


\_\_\_\_\_  
DATE

 5/15/18  
\_\_\_\_\_  
Alan B. Cox DATE  
Deputy County Counsel

Approved for fiscal control, subject to budget  
appropriation, Butte County Auditor by:

Risk Management Approval

\_\_\_\_\_  
DATE

 05/16/18  
\_\_\_\_\_  
James Johnson DATE  
Risk Management Analyst

Reviewed for Contract Policy Compliance  
General Services Contracts Division

\_\_\_\_\_  
By Date

REVENUE CONTRACT:  
BUDGET CODE:  
CONTRACT MONITOR:

SHASTA County  
5411000 461212  
Kelly Marinello

**Exhibit A**  
**Payor Financial Information/Insurance Authorization Form**

Episode: _____	<b>Butte County Department of Behavioral Health</b>	Admit Date: ____/____/____
Program: _____	<b>Payor Financial Information / Insurance Authorization Form</b>	Admit Time: _____
<b>CLIENT INFORMATION</b>		Family #: _____

Name: \_\_\_\_\_

SS#

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Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Family Members Covered by Medi-Cal, Medicare, Insurance, or Self-Pay

Medi-Cal # \_\_\_\_\_ Issue Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Medicare # \_\_\_\_\_ Part B Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Insurance Company Name: _____					Pre-Authorization Required: <input type="checkbox"/> Y <input type="checkbox"/> N	
( )						
Street # and Name	Apt/Suite#	City	State	Zip	Phone	
Group # _____		Effective Date: ____/____/____		Policy # _____		
Insured Name: _____			Insured SSN: _____			
Clients' Relationship to Insured: _____			Worker's Comp.? <input type="checkbox"/> Y <input type="checkbox"/> N			

Financially Responsible Person

Last Name, First Name			MI	Phone#
<b>Family Address</b>				
Street # and Name	Apt#	City	State	Zip
		Client	Head of Household	Family Member In Household
			Family Member Out of Household	Extended Family Member
Last Name, First Name	MI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Last Name, First Name	MI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Last Name, First Name	MI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Financial Liability Dependents (# of persons (family group) dependent upon income): \_\_\_\_\_

Responsible Person's monthly Income		Responsible Person's Assets		Responsible Person's monthly Expenses	
Self	\$ _____ .00	Savings	\$ _____ .00	Court Ordered	\$ _____ .00
Spouse	\$ _____ .00	Bank Balances	\$ _____ .00	Child Care	\$ _____ .00
Other	\$ _____ .00	Market Value of Stocks	\$ _____ .00	Dependent Care	\$ _____ .00
		Market Value of Bonds	\$ _____ .00	Medical	\$ _____ .00
		Market Value of Mutual Funds	\$ _____ .00	Retirement	\$ _____ .00
		Market Value of Other	\$ _____ .00		
<b>County Use ONLY</b> Calculated UMDAP \$ _____ .00					

<b>Butte County Department of Behavioral Health</b> <b>Payor Financial Information/Insurance Authorization Form</b> Revised 10-17-08 <span style="float:right">Page 1 of 2</span>	Client Name: _____ Client Number: _____ / Account # _____
---	--

Insurance Company Name: _____					Pre-Auth- 'zation Required: <input type="checkbox"/> Y <input type="checkbox"/> N	
( )						
Street # and Name	Apt/Suite#	City,	State,	Zip	Phone	
Group # _____	Effective Date: ____/____/____		Policy # _____			
Insured Name: _____			Insured SSN _____			
Clients' Relationship to Insured: _____			Worker's Comp.? <input type="checkbox"/> Y <input type="checkbox"/> N			
Insurance Company Name: _____					Pre-Auth- 'zation Required: <input type="checkbox"/> Y <input type="checkbox"/> N	
( )						
Street # and Name	Apt/Suite#	City,	State,	Zip	Phone	
Group # _____	Effective Date: ____/____/____		Policy # _____			
Insured Name: _____			Insured SSN _____			
Clients' Relationship to Insured: _____			Worker's Comp.? <input type="checkbox"/> Y <input type="checkbox"/> N			

All clients are responsible for the cost of services received at Butte County Department of Behavioral Health (BCDBH). We will bill your insurance company for you. Clients are expected, at minimum, to pay all applicable deductibles, co-payments, and any other non-covered client portions at the time of service. You are responsible for providing information regarding your insurance company. Please bring all insurance cards with you to your first visit. Failure to present the proper insurance information may result in you having full responsibility for payment of all services rendered.

As a new client or if there are changes in your insurance coverage, you will go through our Insurance Verification Process. We will verify what benefits, if any, are available to you through your insurance plan. Please note that verification of benefits does not guarantee payment from and insurance company.

I understand that I am financially responsible for all non-covered services provided by Butte County Department of Behavioral Health. If I become ineligible for services at any time during my treatment, I understand that I will be also responsible for charges during this period of ineligibility. All clients will be informed, in advance, that a service may not be covered by their insurance company, on a separate form.

- > Ask us to explain, if you don't understand why you may have to pay for services.
- > Ask us how much these items or services will cost you.
- > Estimated cost: Clinical Services hourly rate: \$151.20/hour  
Medication Support Services hourly rate: \$275.40/hour

I understand and accept that I am financially responsible for all services provided by BCDBH. I authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim. I permit a copy of this authorization to be used in place of the original.

--

Signature of client or person acting on the client's behalf

Date

Butte County Department of Behavioral Health  
Payor Financial Information/Insurance Authorization Form  
Revised 10-17-08 Page 2 of 2

Client Name: \_\_\_\_\_

Client Number: \_\_\_\_\_

**Attachment 1  
Butte County  
Self Insured Statement**

The County of Butte self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public official errors and omissions. The County self insures losses up to \$100,000 per occurrence. Losses exceeding \$100,000 are covered by an excess insurance purchased through the County Supervisors Association of California-Excess Insurance Authority (CSAC-EIA). The excess policy provides coverage for losses up to 25 million dollars, which the County is legally required to pay because of liability imposed by law or assumed by contract. A recent actuarial evaluation performed by Bickmore Risk Services found the County's self-insurance reserves to be adequately funded.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-7.

**SUBJECT:**

Agreement with Hill Country Community Clinic to Provide Outpatient Mental Health 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 renewal agreement with Hill Country Community Clinic, a Federally Qualified Health Center, in an amount not to exceed \$1,053,162 during the entire term of the agreement to provide outpatient mental health services for the period July 1, 2018 through June 30, 2021.

**SUMMARY**

The proposed agreement will allow Hill Country Community Clinic (Hill Country) to continue to provide integrated health care and mental health services to residents of all ages living in Eastern Shasta County.

**DISCUSSION**

A project within Shasta County’s adopted Mental Health Services Act (MHSA), Community Services and Supports (CSS) Plan is the Rural Health Initiative. The purpose of this project is to engage individuals with severe and persistent mental illness living in the rural areas of Shasta County and provide mental health care while integrating with primary care.

Hill Country provides a wide spectrum of primary health care and behavioral health services to residents in both the Redding and Intermountain areas of Shasta County. Shasta County, in keeping with the approved CSS plan, originally entered into an agreement with Hill Country in 2007 to expand mental health services in eastern Shasta County and included provisions for a Full Service Partnership (FSP) program that mirrors the program administered by HHSA for residents of the I-5 corridor. Additionally, in August 2016, Hill Country began providing these services at their Lake Blvd. location in Redding.

This proposed agreement with Hill Country will allow the continued provision of mental health services. In addition to mental health care, this agreement allows for continued integration of primary and behavioral health care services, a national goal of mental health service delivery, as well as supportive housing services.

The target population includes mentally ill adults and/or emotionally disturbed youth, including those who are not covered through other funding or payor sources, and those not currently engaged in services. The mental health services provided



under this agreement will be coordinated to ensure the full spectrum of treatment is available to those in need, including acute hospitalization, housing support, and referral to other services when needed. Services also include a FSP program which is wellness-, recovery-, and resiliency-based and practice the 24/7 “Whatever It Takes” model in providing access to services for those individuals with mental illness. Individuals who may be eligible for FSP services include those with severe and persistent mental illness, who are homeless or at risk of homelessness and/or incarceration, have an increased risk of hospitalization, and who may also have a substance use disorder.

Since inception of the original agreement with Hill Country in 2007, Hill Country has far exceeded the annual productivity standards established by the agreement. It is anticipated Hill Country will continue to exceed the increased productivity standards established in this proposed renewal agreement. The proposed renewal agreement requires Hill Country to continue to submit regular programmatic and fiscal reports to Shasta County and staff will conduct on-site reviews to insure Hill Country remains in compliance with statewide MHSA outcome requirements for the Full Service Partnership program.

The agreement also authorizes the HHS Director, or his/her designee, to preapprove in writing up to a maximum of 15 percent budget line item changes between categories provided the maximum amount of compensation per County fiscal year is not exceeded.

**ALTERNATIVES**

The Board could choose not to approve the agreement or to approve with modified terms or reduced funding level.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The expenditures for this agreement have been included in the FY 2018-19 MHSA Requested Budget (BU 404). The agreement is funded through allocated MHSA funds, which is used to leverage federal Medi-Cal reimbursement for mental health services provided by Hill Country for county residents. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	5/17/2018	Agreement

INTEGRATED MENTAL HEALTH & PRIMARY CARE SERVICES AGREEMENT  
BETWEEN  
SHASTA COUNTY  
AND  
HILL COUNTRY COMMUNITY CLINIC

This agreement is made by and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Hill Country Community Clinic, a California nonprofit public benefit corporation ("Health Center"), (collectively, the "Parties" and individually a "Party").

RECITALS

A. County provides access to mental health services and desires to provide funding to various federally-qualified health centers ("FQHC's") located in Shasta County in order to: (1) provide for new or expanded mental health services; (2) integrate mental health services with the FQHC's mental health and medical services; and (3) strengthen the relationship between the FQHC's and the County's public mental health system.

B. County has a shortage of psychiatrists providing publicly funded mental health services, particularly services to clients who are not covered by public or private insurance, other mental health funds, or other entitlement programs.

C. Health Center is the licensed owner and operator of nonprofit community clinics operating under one license, with their main clinic located at 29632 CA-299, Round Mountain, CA 96084, and a satellite clinic at 317 Lake Blvd., Redding, CA 96003.

D. Health Center is an FQHC as defined in 42 United States Code (U.S.C.) §1396d(l)(2)(B)(i) or (ii), and provides physical and mental health services to the "medically underserved population" (as defined in 42 U.S.C. §254b(b)(3)(A)) of County of Shasta.

E. Health Center provides its services on a sliding fee scale basis as required by subdivision (a)(1)(A) of section 1204 of the California Health and Safety Code and section 51c.303(f) of Title 42 of the Code of Federal Regulations, and is enrolled in the Medicare, Medicaid, and other publicly-funded health care reimbursement programs.

F. County and Health Center desire to share costs in order to meet the needs of the medically underserved population served by Health Center. Any benefits (financial or otherwise) to Health Center resulting from this agreement are ancillary to the fundamental purpose of meeting the mental and physical health care needs of the patients served by Health Center, and any payments by County to the Health Center described herein are for the incremental increase in operating costs to the Health Center.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter contained, the Parties hereby agree as follows:

## TERMS OF AGREEMENT

Section 1. Purpose. The purpose of this agreement is to provide access to mental health services for Health Center's patients in the Intermountain Area of Shasta County and at the Health Center's satellite clinic located in Redding, in new or expanded programs, to integrate County's mental health services with Health Center's mental health and medical services, to strengthen the relationship between County and Health Center to facilitate the provision of mental health services to the people of Shasta County, and to enhance the quality of mental health services provided to the medically underserved population served by Health Center. For the purposes of this agreement, the "Intermountain Area of Shasta County" is the northeastern area of Shasta County and includes, but is not limited to, the communities of Big Bend, Burney, Cassel, Fall River Mills, Hat Creek, Old Station, McArthur, and Round Mountain.

Section 2. Target Population. The target population (hereinafter, the "Target Population") which is the focus of this agreement includes those persons described in section 5600.3 of the California Welfare and Institutions Code who are residents of Shasta County and are patients of Health Center, and, by way of illustration and not of limitation, (1) persons who are mentally ill and emotionally disturbed or at-risk thereof, and specifically including adults with severe mental illness and children and youth with severe emotional disturbance; (2) persons who require mental health services and/or mental health outreach and support services which are not covered through any other funding source; and (3) the parents and families of the persons described in (1) and (2) of this Section 2.

Section 3. Term and Effective Date. Subject to the termination provisions set forth in Section 18, of this agreement, the term of this agreement shall commence as of July 1, 2018, ("Effective Date") and shall end June 30, 2021. 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 terminate as of June 30 of the last County Fiscal Year for which funds for this agreement were appropriated. County shall notify Health Center in writing of such non-appropriation at the earliest possible date. For the purposes of this agreement, the County Fiscal Year commences July 1 and ends on June 30 of the following calendar year. Notwithstanding the foregoing, any term of this agreement which by its nature extends beyond the end or termination of this agreement remains in effect until fulfilled (including, without limitation, unfulfilled compensation obligations and outstanding liabilities).

Section 4. Scope of Work. During the term of this agreement, Health Center shall provide mental and physical health care diagnosis, screening and treatment services to the Target Population. Health Center shall provide the Target Population with integrated culturally and linguistically competent and comprehensive screening for mental health, substance abuse, domestic violence, and medical needs. Linkages, education, and referral to other services shall be provided by Health Center as needed. In addition, Health Center shall provide the Target Population with a comprehensive and integrated age appropriate mental health assessment. The services to be funded under this agreement shall include the services more fully prescribed in the scope of work attached hereto as **EXHIBIT A** ("Services & Standards") and hereby incorporated into this agreement.

Section 5. Serious Emotional Disturbance (“SED”) Services. Included in the Target Population are, County children and adolescents who qualify for Healthy Families Serious Emotional Disturbance (“SED”) benefits, or uninsured youth who meet Welfare and Institutions Code Section 5600.3 criteria as well as Medi-Cal beneficiaries of other counties, that may be reimbursed under this agreement on a case-by-case basis at the sole discretion of the County on prior written authorization from the Health and Human Services Agency Director (“Director”) or his or her designee. Services provided to non-Medi-Cal eligible County youth, including youth with Healthy Families SED services or Medi-Cal beneficiaries of other counties, without prior written authorization for all services including assessment from the Director or his or her designee identifying the specific case shall be the responsibility of Health Center and shall not be reimbursed by or compensated for by County pursuant to this agreement.

Section 6. Productivity Standards. The method of documenting productivity applicable to the services provided under this agreement are as prescribed in **EXHIBIT A**. The purpose of the Productivity Standards is to facilitate, on an ongoing basis, the assessment of the impact of this agreement on increasing the availability, and enhancing the quality, of services provided to the Target Population by Health Center. Direct service staff should maintain a 65 percent productivity rate. The Productivity Standards shall be interpreted and applied in a manner that reflects the goal of the Parties, which is to value the provision of high quality, effective mental health services that are integrated with medical services, over an increase in access to mental health services alone.

Section 7. Reporting Requirements. Timely submission of all written reports is required. Reports not received within 90 days from the date they are due to County, may result in County withholding future payments. The reports to be provided to County by Health Center are as follows:

- (a) Quarterly Progress Report – A Quarterly Progress Report on the progress made under the Scope of Work reflecting Health Center’s performance and describing any problems or compliance issues shall be submitted to County within 30 days of the end of each quarter of the calendar year. For purposes of this agreement, the end of each calendar quarter shall be March, June, September and December. Quarterly Progress Reports shall include, at a minimum, the following:
  - i. Productivity rate of all service delivery staff supported by this contract.
  - ii. Number of unduplicated clients receiving services for the quarter only.
  - iii. Diagnosis of Patients receiving services; primary and secondary highest diagnosis.
  - iv. Demographics of clients receiving services.
  - v. Type and total number of services delivered.
  - vi. Reason for discontinuance of services.
  - vii. Program Average Length of Stay (“ALS”) for the fiscal year to date.
  - viii. Outcome information based on client stability related to housing, incarceration, and psychiatric hospitalization.
- (b) Budget Expenditure Report – A Budget Expenditure Report shall be submitted to County 30 days after the end of each quarter of each contract year during the term of this agreement, reflecting expenditures on the budgeted items, as well as any

- budget problems arising during the reporting period. The quarterly Budget Expenditure Report shall mirror **EXHIBIT B** and shall reflect actual expenses.
- (c) Data Collection and Reporting (“DCR”) System – For every individual in the Full-Service Partnership Program outlined in Exhibit A, outcome data must be entered into the statewide DCR system as required by the California Department of Health Care Services.

Section 8. Compensation and Annual Budgets. The amount to be paid by County to Health Center under this agreement is intended to be an amount that is sufficient to permit Health Center to maintain and operate the Program in a manner calculated to ensure the capacity to deliver mental health services of excellent quality that effectively improve patient outcomes. The amounts to be paid under the terms of this agreement shall be based on the projected budget for this agreement and as prescribed in **EXHIBIT B**. **EXHIBIT B** shall contain four separate line items: (1) Personnel Costs; (2) Operating Expenses; (3) Other Costs; and (4) Overhead Costs. The total amount payable under this agreement shall not exceed \$351,054 per County Fiscal Year. The maximum overall compensation under this agreement, including any extensions listed in Section 3 of this agreement, shall not exceed \$1,053,162.

- (a) Total line item budgeted expenses in the Budget may vary up to a maximum of 15 percent within each budget category with the prior written approval of the Health and Human Services Agency (“HHSA”) Director (“Director”), or any HHSA Branch Director designated by HHSA Director, and provided the maximum amount of compensation per County fiscal year is not exceeded.

Section 9. Personnel Costs. Personnel Costs delineated in each **EXHIBIT B** shall include Health Center staff positions directly involved in delivering mental health services, such as licensed clinical social workers, psychologists, case managers, visit coordinators, and dedicated clerical staff. Salaries and wages must be itemized by classification, and shall include the classification and/or job title, the full-time equivalent (“FTE”) computation, the full-time annual salary for each classification and/or job title, and the amounts that are to be paid under this agreement. Fringe benefits shall be budgeted for each classification being funded under this agreement. Fringe benefits shall not exceed 32 percent of the total salaries and wages. Fringe benefits paid under this agreement must be consistent with Health Center’s administrative policies regarding fringe benefits. The fringe benefits include, but are not limited to, medical benefits, workers’ compensation, unemployment insurance, and disability insurance.

Section 10. Operating Expenses. Operating Expenses delineated in **EXHIBIT B** shall include, but are not limited to, travel and per diem costs (consistent with the standards set by the California Department of General Services), facility costs (capital expenses associated with expanded facilities directly related to accommodation of professional services provided under this agreement, rent/lease costs, insurance, utilities, janitorial services, and security services), and other operating expenses such as office supplies, communication costs, printing/duplication costs, audit expenses, staff training, software licensing costs, professional license fees, dues, and registration and membership fees.

Section 11. Other Costs. Other Costs delineated in **EXHIBIT B** shall include expenses for conferences, special projects, subcontracts, and other items not included in other expense categories. Subcontract costs may include contracted personnel services, such as an on-call physician, nurse, or the costs of bookkeeping services.

Section 12. Overhead Costs. Overhead Costs delineated in **EXHIBIT B** shall include expenses for administrative/support services that are not directly attributable to a single program. All costs budgeted under Overhead Costs must be supported by a written cost allocation plan. The cost allocation plan shall document those allowable costs that are attributable to more than one program and shall provide a reasonable basis for allocating those costs.

Section 13. Payment of Budgeted Amounts. The amounts to be paid under this agreement as listed in Section 8 of this agreement shall be paid in 12 equal monthly installments per contract year beginning on the first day of the second month, as payment for the previous month, following the Effective Date, except that the final monthly payment shall be withheld until receipt of the final budget expenditure for that contract year, and adjusted to performance as described in **EXHIBIT A**.

Section 14. Payment for Services. Health Center shall have the sole responsibility for billing and collection, in accordance with all applicable laws, from third party payers for the rendering of professional services delivered by Health Center.

Section 15. Right to Audit; Record Retention. County shall have the right to audit the accuracy of reports that Health Center is required to submit to County under this agreement. Such audits shall be conducted in compliance with all applicable laws and regulations regarding the confidentiality of medical and employment records, as well as of trade secrets, and Health Center shall be entitled to receive reasonable assurances from County that such requirements have been met prior to disclosing private or other confidential information to County. Health Center shall maintain books, payroll records, documents, and ledgers in accordance with accounting procedures and practices that reflect all direct and overhead expenses related to this agreement. The records shall be kept and made available to the County for three years from the date of the final payment to Health Center under this agreement, or longer if an audit finding is under appeal.

Section 16. Insurance. Health Center shall at all times during the term of this agreement maintain the following minimum levels of insurance:

- (a) Comprehensive General Liability Insurance, covering its activities hereunder, in an amount not less than \$1,000,000 per occurrence;
- (b) Property Insurance, in an amount not less than 80 percent of the reasonable replacement value of Health Center's property;
- (c) Professional Liability Insurance, including deemed coverage under the Federal Tort Claims Act, covering Health Center's activities hereunder, in an amount not less than \$1,000,000 per occurrence/\$3,000,000 aggregate; and
- (d) All employment related insurance benefits as are required by law for Health Center's employees (such as workers' compensation, state disability, and unemployment insurance).
- (e) Health Center shall provide the above coverage through such reputable carriers or risk retention groups admitted to do business in California as may be selected by Health Center, or by obtaining deemed coverage status under the Federal Tort Claims Act.
- (f) The Health Center shall provide a Certificate of Insurance ("COI") to the County immediately upon execution of this agreement. The COI shall name the County, its elected officials, officers, employees, agents, and volunteers as an Additional Insured

to the Comprehensive General Liability policy. 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 COI shall contain the following language: 'The County shall be notified not less than thirty (30) days in advance in the event of cancellation or material change in policies. Such policies are primary as to the County.

Section 17. Indemnification.

- (a) To the fullest extent permitted by law, in the performance of this agreement, it is mutually understood and agreed that Health Center is at all times acting and performing as an independent contractor with, and not as an employee or joint venturer of, County. Health Center shall have no claim under this agreement or otherwise against County for workers' compensation, unemployment compensation, sick leave, vacation pay, pension or retirement benefits, Social Security benefits or any other employee benefits, all of which shall be the sole responsibility of Health Center. County shall not withhold on behalf of Health Center any sums for income tax, unemployment insurance, Social Security or otherwise pursuant to any law or requirement of any government agency, and all such withholding, if any is required, shall be the sole responsibility of Health Center. Health Center shall jointly and severally indemnify and hold harmless County from any and all loss or liability, if any, arising out of or with respect to any nonpayment of such taxes or withholdings by Health Center.
- (b) Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees (including County Counsel's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees (including County Counsel's fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, or agents.

Section 18. Termination. Notwithstanding any other provisions contained herein, this agreement may be terminated on the basis of any of the following:

- (a) Due to Disciplinary Action. In the event Health Center's licensure or certification is suspended or withdrawn or disciplinary action is taken by a state or federal licensing agency, then County may terminate this agreement immediately upon written notice.
- (b) Due to Changes in Law. It is also the intention of the Parties that this agreement shall fully comply with the proposed rule and standards published by the Office of the Inspector General in the July 1, 2005 Federal Register (70 Fed. Reg. 38081-38089), or any superseding rule and standards that may be adopted by the Office of the Inspector General implementing the provisions 42 U.S.C. § 1320a-7b(b)(3)(H) which exempts from criminal penalties (for acts involving Federal health care programs ) remuneration between a health center entity and any entity pursuant to an agreement which contributes to the ability of the health center to maintain or increase the availability of services provided to medically underserved populations (the "Safe Harbor Provisions"). In the event of adoption of a final rule and standards, or the issuance of relevant guidance, which would lead the Parties to reasonably believe that this agreement is not in compliance with the Safe Harbor Provisions, the Parties shall

promptly identify and discuss the substance of modifications to this agreement that are required in order to ensure compliance with such subsequently adopted rules and standards implementing the Safe Harbor Provisions. In the event the Parties are unable to agree upon the revised terms in a timely manner, this agreement shall terminate immediately upon written notice by one Party to the other.

- (c) Without Cause. Either Party may terminate this agreement without cause on 30 days' written notice to the other Party.
- (d) Lack of Funding. County may terminate this agreement immediately upon written notice should funding cease or be materially decreased during the term of this agreement.
- (e) Delegation of Right to Terminate. County's right to terminate this agreement may be exercised by Shasta County Board of Supervisors; County's Executive Officer or his/her designee; County's Director of its Health and Human Services Agency or any HHSA Branch Director designated by the HHSA Director.

Section 19. No Requirement to Make Referrals; Obligation to Accept Referrals; Required Notices; and Disclosure to Patients. Nothing in this agreement is intended to obligate and shall not obligate any Party to this agreement to refer patients to any other Party. Health Center shall provide notification to patients of their freedom to choose any willing provider or supplier. In addition, Health Center shall disclose the existence and nature of this agreement to any patient who inquires, and upon the initial referral of any patient by Health Center to County, for the furnishing of separately billable items or services (i.e., an item or service for which the patient or a third-party payer, rather than the Health Center, may be obligated to pay). Such notices and disclosures shall be provided in a timely fashion and in a manner reasonably calculated to be effective and understood by the patient.

Section 20. Compliance with Laws. Each Party 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. Health Center 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 or 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. Health Center represents that it is in compliance with, and agrees that it will continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

Section 21. Licenses and Permits. Health Center shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, 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 22. Relationship of Parties. None of the provisions of this agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other hereunder solely for the purpose



- of effecting the provisions of this agreement. The Parties are not, and shall not be construed to be, in a relationship of joint venturers, partners, or employer-employee.

Section 23. Ethics. In the performance of their respective obligations hereunder, the Parties shall at all times conform to the ethical standards and licensure requirements relating to the practice of medicine from time to time prevailing. Health Center and Health Center'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 24. Notices. Unless otherwise provided in this agreement, all notices to be given under this agreement shall be in writing and may be: (1) personally served upon the Parties hereto, (2) served by depositing the same in the United States mail, postage prepaid, return receipt required, or (3) served by national overnight delivery service, as follows:

County:	Branch Director HHSA Adult Services Branch 2640 Breslauer Way Redding, CA 96001 Tel: (530) 225-5900 Fax: (530) 225-5977
Health Center:	Executive Director Hill Country Community Clinic P.O. Box 228 Round Mountain, CA 96084 Tel: (530) 337-6243 Fax: (530) 337-6655

This Notices provision is subject to the right of either Party to change said address or addresses by written notice of such new address to the other Party.

Section 25. Entire agreement. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Health Center shall be entitled to no other benefits other than those specified herein. Health Center specifically acknowledges that in entering into and executing this agreement, Health Center relies solely upon the provisions contained in this agreement and no others.

Section 26. Successors. Neither Party may assign its rights or obligations hereunder without the written consent of the other Party. Subject to the foregoing, this agreement shall be binding on and inure to the benefit of the respective successors and assigns of the Parties, except to the extent of any contrary provision of this agreement.

Section 27. Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition.

Section 28. Severability. If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if the performance of any such term, provision, covenant or condition is so held to be invalid, void

or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 29. Notice of Claim. If any claim for damages is filed with Health Center or if any lawsuit is instituted concerning Health Center's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Health Center 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.

Section 30. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 31. Headings. The headings of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this agreement or of any part or parts of this agreement.

Section 32. Confidentiality. Both Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

Section 33. Force Majeure. If either Party is unable to perform its duties under this agreement due to strikes, lock-outs, labor disputes, governmental restricts, fire or other casualty, emergency, or any cause beyond the reasonable control of the Party, such non-performing Party shall be excused from performance by the other Party, and shall not be in breach of this agreement, for a period equal to any such prevention, delay, or stoppage. Notwithstanding this provision, a Party may terminate this agreement immediately upon written notice if such events continue for 30 days.

Section 34. Assignment. Neither Party may assign rights or delegate duties identified in this agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that upon 30 days written notice to the other Party, Health Center may assign this agreement to an "affiliated corporation," as that term is defined in section 150 of the California Corporations Code.

Section 35. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

Section 36. Third-Party Beneficiaries. Unless otherwise expressly provided, this agreement shall not create any third-party beneficiary rights for any person or entity.

Section 37. Execution. By their signatures below, each of the following represent that they have authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Section 38. Confidentiality of Patient Information. All information and records obtained in the course of providing services under this agreement shall be confidential, and Health Center and all of Health Center's employees, volunteers, agents, and officers shall comply with

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 and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 39. Warranty of Authority. The Parties, in signing this agreement below, are representing that they are acting pursuant to duly delegated authority and warrant that they are authorized to enter into this agreement.

Section 40. Financial Reporting. Health Center shall provide financial information and/or records pertaining to Health Center agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Health Center's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services Branch, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Health Center shall provide additional financial information as requested by County within 30 days of receiving such request. Health Center shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 41. Document Reporting. As required by Government Code section 7550, each document or report prepared by Health Center 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 contract amount represents compensation for multiple documents or written reports. Health Center 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, Health Center shall add: "This [document or report] is one of [number] produced under this agreement."

Section 42. Health Insurance Portability and Accountability Act. The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Health Center 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. Health Center 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. Health Center 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 Health Center that are provided for in Section 17.

Section 43. Compliance with Child, Family, and Spousal Support Reporting Obligations. Health Center's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Health Center'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. Health Center's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 44. Compliance with Political Reform Act. Health Center 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 Health Center to disclose financial interests and to recuse from influencing any County decision which may affect Health Center's financial interests. If required by the County's Conflict of Interest Code, Health Center shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 45. Property Taxes. Health Center represents and warrants that Health Center, on the date of execution of this agreement, (1) has paid all property taxes for which Health Center is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Health Center shall make timely payment of all property taxes at all times during the term of this agreement.

Section 46. 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, Health Center shall retain all of Health Center's rights in Health Center's own proprietary information, including, without limitation, Health Center's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Health Center prior to, or acquired by Health Center during the performance of this agreement and Health Center shall not be restricted in any way with respect thereto.

Section 47. 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.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Health Center 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**

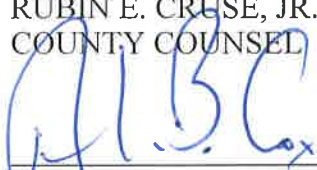
Date: \_\_\_\_\_

\_\_\_\_\_  
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

  
By: Alan B. Cox,  
Deputy County Counsel

5/9/19

**RISK MANAGEMENT APPROVAL**

By:   
James Johnson  
Risk Management Analyst

**HEALTH CENTER**

Date: 5/16/18

  
LYNN DORROH  
Executive Director

**EXHIBIT A -**  
**SERVICES & STANDARDS**

I. Pursuant to the terms and conditions of this agreement, Health Center shall:

- A. Outreach and engage individuals within the Target Population requiring mental health treatment. Health Center shall provide a minimum of 1,500 visits per County fiscal year to individuals who meet the Target Population definition for this agreement, in Section 2. If the Health Center is unable to meet at least 90% of this standard, reimbursement shall be adjusted at the end of the contract year by prorating the amount due, using a prorated visit amount.
- B. Provide medically necessary mental health treatment. This shall be evidenced by four written quarterly program progress reports, using elements as determined by County upon the start of the agreement, and including, at a minimum, diagnosis, basic demographic data, and information on linkage to physical health care services. For purposes of this agreement, linkage is providing assistance to individuals in accessing community and primary care resources.
- C. Maintain a Full-Service Partnership program that serves individuals who meet program eligibility requirements as follows:
  - 1. The individual must be an adult with a serious mental illness or a child with serious emotional disturbance.
  - 2. The individual must be underserved or unengaged with mental health services.
  - 3. The individual must meet at least one of the following at-risk criteria:
    - a. homeless,
    - b. at risk of homelessness,
    - c. at risk of multiple hospitalizations, or
    - d. at risk of incarceration.
  - 4. The individual must not be on parole.

The term Full Service Partners ("FSP") is defined by the California Code of Regulations, Title 9, Section 3200.130 as "the collaborative relationship between the County and the client and when appropriate the client's family, through which the County plans for and provides the full spectrum of community services so that the client can achieve the identified goals."

- D. Health Center must make available and keep continually filled a minimum of 25 partnership slots during the term of this agreement: 20 slots for Shasta County residents of the Intermountain Area served by the Round Mountain Clinic, and five slots for Shasta County residents served by the satellite clinic on Lake Blvd.
- E. Those identified as adult FSP's shall have a completed Wellness Recovery Action Plan ("WRAP") within the first three months of becoming an FSP adult. Each FSP shall be assigned a staff member, such as a Case Manager or Personal Services Coordinator, to facilitate services.
- F. Those identified as child/youth FSP's shall have a peer partner/health coach assigned to their caretakers/family members within the first three months of becoming an FSP child/youth.

- G. Operate a Multi-Disciplinary Team for treatment of individuals with serious mental illness or serious emotional disturbance.
- H. Operate a 24/7 response capacity for individuals enrolled as FSP's.
- I. Provide housing and employment coordinating services for individuals enrolled as an FSP and those individuals being outreached by Health Center for a Full-Service Partnership ("FSP Outreach"). Health Center shall:
  - 1. Identify available rental housing units using a variety of sources including, but not limited to, businesses and individuals. Health Center shall, each month during the term of this agreement, create a written list of the available rental housing units, their locations, and monthly rental fees, to be used as a referral source. The list of rental housing units shall be kept up-to-date by Health Center and provided to County upon County's request.
  - 2. Provide funds for rental assistance, including deposits and monthly rent in accordance with **EXHIBIT A**, Section I.7. Health Center shall also explore available housing subsidies and assistance programs in an effort to expand housing funds available to FSPs and FSP Outreach, and shall coordinate and assist FSP and FSP Outreach in accessing available housing subsidies and assistance programs.
  - 3. Utilize written procedures and eligibility criteria for receiving housing repair assistance as previously established by Health Center and approved by County, including, but not limited to, the use of the Procedure and Criteria for Receiving Housing Repair Assistance, attached and incorporated herein as **EXHIBIT C**.
  - 4. Maintain a written list of available licensed housing repair vendors to provide repairs that are approved by Health Center pursuant to this agreement.
  - 5. Maintain a written list of available employment opportunities for FSP or FSP Outreach that includes both paid and volunteer positions.
  - 6. Provide assistance to FSP or FSP Outreach in seeking employment, including but not limited to, assistance with completing employment applications, writing resumes, purchasing appropriate clothing, and making personal introductions to potential employers.
  - 7. Provide financial assistance as described in **EXHIBIT A**, Sections I.1 – I.7 on behalf of FSP or FSP Outreach receiving employment or housing services and ensure that all financial assistance provided on behalf of each FSP or FSP Outreach is remitted directly to those "Provider(s)" who are providing services to FSP. Financial assistance made available pursuant to this agreement is not to be remitted or given directly to FSP or FSP Outreach. The financial assistance remitted pursuant to this agreement shall be in accordance with the following restrictions:
    - a. No more than \$500 in assistance per any single request may be remitted to a Provider on behalf of an individual FSP or FSP Outreach. For any single request exceeding \$500, Health Center shall obtain prior written approval of the Director or his or her designee before remitting the financial assistance.
    - b. No more than \$2,500 may be remitted to a Provider on behalf of an individual FSP or FSP Outreach per County Fiscal Year without the prior written approval of County. For any request exceeding the maximum of \$2,500, Health Center must obtain prior written approval of the Director or his or her designee before remitting the financial assistance. For the purposes of this



- Agr.AS.HillCountry.FQHC.1821  
2090-1-2018-01  
CC: 40401/MH0001; VEND ID

- K. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Mental Health Services Act."

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

- A. Provide data reporting forms for the collection of basic data on FSP or FSP Outreach in the program and appropriate reporting for FSP enrolled by the Health Center or FSP Outreach engaged by the Health Center.
- B. Provide training in the DCR system and state-mandated reporting requirements as requested by Health Center.
- C. Comply with County's protocols for referral for services from Health Center to County's 24-hour Crisis Services, inpatient services, and Intensive Treatment Team resources from the Shasta Triumph and Recovery (STAR) Team, including protocols for sharing FSP or FSP Outreach data when appropriate. County shall provide protocols for linkage of FSPs to dual diagnosis services, and linkage for other seriously mentally ill FSP or FSP Outreach served by this program, as available.

## EXHIBIT B

Hill Country Community Clinic BUDGET					
Shasta County Health & Human Services Agency 2640 Breslauer Way Redding, CA 96001			Hill Country Community Clinic P.O. Box 228 Round Mountain, CA 96084		
<b>Multi-Year Service Budgets</b>					
Budget Category		Budget Period 07/18-06/19 mm/yy - mm/yy	Budget Period 07/19-06/20 mm/yy - mm/yy	Budget Period 07/20-06/21 mm/yy - mm/yy	Total Budgeted Costs
<b>Personnel/Position</b>	<b>FTE</b>				
Licensed Clinical Social Worker	1.00	65,500	65,500	65,500	196,500
Case Manager	2.00	71,120	71,120	71,120	213,360
Case Manager Supervision	0.25	11,440	11,440	11,440	34,320
BH Outreach/Care Coordinator	1.00	27,470	27,470	27,470	82,410
Visit Coordinator	1.50	37,000	37,000	37,000	111,000
Behavioral Health Director	0.25	16,320	16,320	16,320	48,960
Fringe Benefits		56,327	56,327	56,327	168,981
<b>Total Salaries and Benefits</b>		<b>285,177</b>	<b>285,177</b>	<b>285,177</b>	<b>855,531</b>
<b>Operating Expenses</b>					
Office Expenses/Supplies		10,800	10,800	10,800	32,400
Equipment		1,000	1,000	1,000	3,000
Transportation		18,000	18,000	18,000	54,000
Professional Services		61,397	61,397	61,397	184,191
Training		7,500	7,500	7,500	22,500
Office Space/Utilities		36,240	36,240	36,240	108,720
(OTHER - Please Specify)					0
(OTHER - Please Specify)					0
(OTHER - Please Specify)					0
(OTHER - Please Specify)					0
<b>Total Operating Expenses</b>		<b>134,937</b>	<b>134,937</b>	<b>134,937</b>	<b>404,811</b>
<b>Other Expenses</b>					
Fixed Assets					0
(OTHER - Please Specify)					0
(OTHER - Please Specify)					0
<b>Total Other Expenses</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenses</b>		<b>420,114</b>	<b>420,114</b>	<b>420,114</b>	<b>1,260,342</b>
<b>Administrative Cost</b>		<b>54,420</b>	<b>54,420</b>	<b>54,420</b>	<b>163,260</b>
<b>Revenue</b>		<b>123,480</b>	<b>123,480</b>	<b>123,480</b>	<b>370,440</b>
<b>Totals</b>		<b>351,054</b>	<b>351,054</b>	<b>351,054</b>	<b>1,053,162</b>

**FOR COUNTY USE ONLY:**

Cost Center \_\_\_\_\_

Account Code \_\_\_\_\_

Project Code \_\_\_\_\_

Activity Code \_\_\_\_\_

## EXHIBIT C

### *Mental Health Services Act (MHSA)*

#### Procedure and Criteria for Receiving Housing Repair Assistance

Home repair assistance may be available under the following conditions:

1. The recipient of services must be an enrolled MHSA Full Service Partner ("FSP") or being outreached by Health Center to become a Full Service Partner ("FSP Outreach").
2. The individual's Personal Service Coordinator must believe that home repairs will benefit the FSP or FSP Outreach.
3. The FSP or FSP Outreach has a controlling interest in, or ownership of, the home and/or property.
4. The County must pre-approve in writing, expenditures for repairs that exceed \$500.

#### **How eligibility is determined:**

Health Center must have on file, a completed application for MHSA services.

Health Center will work with the FSP or FSP Outreach and the Personal Service Coordinator to conduct a housing assessment that establishes housing improvement needs.

Health Center will secure a bid from a qualified contractor or vendor, licensed to do work in the State of California.

Bids in excess of \$500 will be forwarded to County for consideration.

Repairs costing up to \$2,500 will only be made with the express written pre-approval of the County.

#### **How repairs will be made:**

Upon approval, Health Center will contact the Personal Service Coordinator, and FSP or FSP Outreach, when appropriate, and advise them of the repair schedule.

Upon completion of repairs, Health Center shall conduct a site visit to inspect repairs.

Housing repair Provider's invoices will be paid by Health Center upon satisfactory completion of work.

#### **Follow-up:**

FSP or FSP Outreach agrees to maintain contact with Health Center for a period of 12 months, so that Health Center can assess whether housing repairs contributed to housing stability and retention.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-8.

**SUBJECT:**

Agreement with JUMP Technology Services, L.L.C. for LEAPS Software 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 renewal agreement with JUMP Technology Services, LLC, in an amount not to exceed \$53,920 (paid in quarterly advance payments) to provide LEAPS system software, and support and maintenance service, for Adult Protective Services case management for the period July 1, 2018 through June 30, 2021.

**SUMMARY**

Approval of this agreement will allow JUMP Technology Services, L.L.C. to continue to provide LEAPS Software (Software), and technical assistance with the Software to Adult Protective Services (APS).

**DISCUSSION**

APS investigates allegations of abuse of the elderly and dependent adults and is authorized and monitored by the California Department of Social Services. Since December 2016, the Health and Human Services Agency (HHSA) has utilized the Software allowing APS to maintain data on cases of alleged and verified abuse in a secure database. During calendar year 2017, APS received 1,790 reports of alleged abuse. Without use of the Software, this very complex and technical job would be difficult to perform efficiently.

**ALTERNATIVES**

The Board could choose not to approve the agreement or direct the department to renegotiate terms and/or research other providers.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management and Information Technology have reviewed and approved the agreement. This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The HHSA Social Services Administration FY 2018-19 Requested Budget includes sufficient appropriation authority for the activities described in this agreement. Future year costs will be included in FY 2019-20 and 2020-21 requested budgets. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	5/17/2018	Agreement

**SOFTWARE LICENSE, SUPPORT, AND MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SHASTA AND  
JUMP TECHNOLOGY SERVICES, L.L.C.**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Jump Technology Services, L.L.C., a limited liability company ("Contractor"), for the provision of Adult Protective Services ("APS") system software, support and maintenance (collectively, the "Parties" and individually a "Party").

**COUNTY OF SHASTA**

Date \_\_\_\_\_

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

ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

By: Alan B. Cox 5/7/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 05/07/18  
James Johnson  
Risk Management Analyst

**INFORMATION TECHNOLOGY APPROVAL**

By: Thomas Schreiber 5-8-2018  
Thomas Schreiber  
Chief Information Officer

**CONTRACTOR**

By: Denise M. Brinkmeyer  
Denise M. Brinkmeyer, President

By: Alan Brinkmeyer  
Alan Brinkmeyer, Treasurer

Date 5/16/2018

Date 05-16-2018

Federal Tax Identification No. On File

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LIST OF EXHIBITS

Exhibit A- Schedule of Payment

Exhibit B- Schedule of Software, Maintenance and Support

Exhibit C- MEDI-CAL Privacy & Security Agreement

## TERMS AND CONDITIONS

### I. DEFINITIONS

- A. "CONTRACTOR" refers to JUMP Technology Services and its employees, agents and representatives providing services under this Agreement.
- B. "COUNTY" refers to the County of Shasta through its Department of Health and Human Services (HHSA), which has administrative responsibility for this Agreement.
- C. "Help Desk Ticket (HDT)" shall mean a problem identified by unique number in CONTRACTOR's Help Desk system.
- D. Enhancement shall mean any modification or addition that, when made or added to a software system, materially changes its utility, efficiency, functional capability, but that does not constitute solely an Error Correction. Enhancements may be designated by CONTRACTOR as minor or major, depending on CONTRACTOR's assessment of their value and of the function added to the software system.
- E. Error shall mean any failure of the software system to conform in all material responses to its functional specifications as documented in the software system manuals or scope of work.
- F. Error correction shall mean either a modification or an addition that, when made or added to a software system, establishes material conformity of the software system to the functional specifications or a procedure or routine that, when observed in the regular operation of the software system, eliminates the practical adverse effect on COUNTY of such nonconformity
- G. Maintenance services shall mean the services provided under CONTRACTOR's Maintenance and Support Services policy in effect on the date such services are ordered.
- H. Major Release shall mean a new version of the software system that includes Enhancements, upgrade in features, functionality or performance of the software system which CONTRACTOR licenses individually or offers for an additional fee.
- I. Software System shall mean the Adult Protective Services System Software "LEAPS" licensed to COUNTY by CONTRACTOR.
- J. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- K. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another subcontractor.
- L. Updates shall mean subsequent releases of the Major Release that provide minor Enhancements or Error Corrections. Updates are made available at no charge to software systems receiving Maintenance Service.

II. LICENSE

CONTRACTOR shall grant COUNTY a non-transferable, nonexclusive license, without right of sublicense, to access the Software System over the Internet. Only COUNTY's users may access and use the Software System. COUNTY must limit the number of users of the Software System, to 20 users. During the term of this Agreement, CONTRACTOR shall not rebundle the capabilities of the Software System in a manner that results in new or increased fees.

III. OWNERSHIP

A. The CONTRACTOR will provide the COUNTY with access to the Software System, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the CONTRACTOR, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the COUNTY.

B. COUNTY agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the Software or any portion thereof, to any person other than employees of the COUNTY without prior written consent of the CONTRACTOR.

C. COUNTY agrees not to reverse compile or disassemble the Software.

D. COUNTY agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.

E. COUNTY retains sole right to all client data and related documentation provided to the CONTRACTOR through the Software System. The CONTRACTOR shall not make available COUNTY data to any third party without the COUNTY's written consent, except as provided for by law.

IV. COUNTY RESPONSIBILITIES

A. Assign staff to be liaison between COUNTY and the CONTRACTOR.

B. COUNTY may monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. COUNTY, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and CONTRACTOR self-monitoring.

V. CONTRACTOR RESPONSIBILITIES

A. MAINTENANCE AND SUPPORT

1. CONTRACTOR shall provide to the COUNTY Updates (hereinafter "Maintenance") and technical support (hereinafter "Support") in accordance with the terms of this Agreement.

2. Terms of Software Maintenance and Support are covered under the Schedule of Software Maintenance and Support (Exhibit B).

#### B. SERVICE PARAMETERS

1. During the Period of Performance of the applicable of this Agreement, the Software System will be operational and available to the COUNTY at least 99% of the time in any calendar month with the exception of planned maintenance or Downtime, or problems caused by third party providers. The CONTRACTOR will provide the COUNTY with reports documenting Uptime and Downtime as requested.
2. The CONTRACTOR shall notify the COUNTY of periods of regular planned downtime at least five days prior to the commencement of such Downtime. In the event of emergency maintenance situation where Downtime must be applied immediately, the County will receive notification via email and or telephone to advise of the planned outage. Every attempt will be made to avoid interruption to service from 6 AM to 6 PM COUNTY's local time.

#### C. WARRANTY

CONTRACTOR warrants that under normal use, the Software System shall perform the functions specified in the Documentation. COUNTY shall promptly notify CONTRACTOR in writing if the Software does not conform to the Documentation. The CONTRACTOR will promptly correct such nonconformance by repair, or at its option, provision of replacement software providing there is no misuse of the software.

#### D. REPLACEMENT PRODUCTS

1. If the CONTRACTOR, within four years from the last agreement date between the COUNTY and the CONTRACTOR for the Software, generally or commercially releases a product (hereinafter "Replacement Product(s)") with the same or substantially similar functionality as that of the Software licensed by COUNTY pursuant to such agreement, and the CONTRACTOR concurrently or within one (1) year from such release date discontinues the support of the most recent generally released version of the Software, then the COUNTY shall receive a credit for the full value of the License fees paid by COUNTY for the Software toward the purchase of the Replacement Product, provided that COUNTY is a subscriber to the Maintenance and Support Services for the Software. The Replacement Product shall be treated as Software for the purpose of this Agreement.
2. The License granted to the COUNTY for the Replacement Product shall be:
  - a. pursuant to the terms and conditions of this Agreement,
  - b. granted without the payment of additional fees; and
  - c. the COUNTY's Maintenance and Support fees for the Replacement Product shall remain the same as for the Licensed Product for the remainder of the support term.

#### E. USE BY POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Shasta County and to other county entities located in the State of California. It is understood that other entities shall make purchases in their own name,

make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

F. QUALITY CONTROL/ ASSURANCE

1. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.
2. A Statement on Standards for Attestation Engagements Number 16 (SSAE16) audit certification will be conducted annually, and CONTRACTOR agrees to provide the COUNTY with the current SSAE16 audit certification upon the COUNTY's request.
3. The CONTRACTOR agrees to have an independent third party security audit performed at least once a year of its data center and hosting environment. The CONTRACTOR will provide a Scanwatch PCI report (or comparable compliance report) quarterly upon request of the COUNTY.

G. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT  
Maximum compensation payable under this Agreement shall not exceed \$53,920.
2. BILLING AND PAYMENT
  - a. The CONTRACTOR will be paid per the terms included in Exhibit A Schedule of Payment and Exhibit B Schedule of Software, Maintenance and Support, both attached hereto and incorporated herein.
  - b. The CONTRACTOR shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a billhead or invoice regularly used in the conduct of business of the CONTRACTOR along with any supporting documentation and/or receipts, as set forth in Exhibit A, Schedule of Payment. COUNTY shall make payment to CONTRACTOR as set forth in Exhibit A.
3. FINANCIAL RESOURCES  
The CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.
4. RECORDS, INSPECTIONS AND AUDITS
  - a. The CONTRACTOR shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The CONTRACTOR shall maintain these records for five years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

- b. Any authorized representative of the County of Shasta, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
  - c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for five years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
  - d. CONTRACTOR 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. CONTRACTOR agrees to repay COUNTY the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. CONTRACTOR 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 CONTRACTOR.
  - e. In the event the CONTRACTOR does not make available its books and financial records at the location where they are normally maintained, the CONTRACTOR agrees to pay all necessary and reasonable expenses, including legal fees, incurred by COUNTY in conducting such an audit.
5. SUPPLANTATION
- The CONTRACTOR shall not supplant any federal, state, or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from COUNTY for, or apply any sums received from COUNTY, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any COUNTY programs without prior approval of COUNTY.
6. DISALLOWANCE
- In the event the CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at its option, COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR under any agreement with COUNTY.

H. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The CONTRACTOR, CONTRACTOR's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

a. The CONTRACTOR shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

b. Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

c. The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the CONTRACTOR shall be considered and kept confidential by the CONTRACTOR, its staff, agents, employees and volunteers. The CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the CONTRACTOR by Shasta County.

d. The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

e. CONTRACTOR shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The CONTRACTOR agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. INDEMNIFICATION

Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to

and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

4. PATENT AND COPYRIGHT INDEMNITY

CONTRACTOR shall not provide COUNTY with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. If COUNTY promptly notifies CONTRACTOR in writing of any third party claim against COUNTY that any software or other item provided to COUNTY by CONTRACTOR infringes any patent, copyright, trade secret or other intellectual property right of any third party, CONTRACTOR shall, to the fullest extent permitted by law, 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 any product or design provided by CONTRACTOR to COUNTY that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. CONTRACTOR shall also, at CONTRACTOR's own expense, defend the COUNTY, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against the COUNTY, its elected officials, officers, employees, agents, and volunteers, arising from allegation, claim, or assertion, any product or design provided by CONTRACTOR to COUNTY violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. CONTRACTOR shall not indemnify COUNTY, however, to the extent the alleged infringement is caused by (1) COUNTY's modification of the software or item, (2) use of the software or item other than in accordance with the documentation or this agreement, (3) COUNTY's failure to use acceptable non-infringing corrections or enhancements made available by CONTRACTOR, or (4) information, specifications or materials provided by County or any third party. If any software or other item is, or in CONTRACTOR's reasonable opinion is likely to be held to be infringing, CONTRACTOR shall at its expense and option: (a) procure the right for COUNTY to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance. If CONTRACTOR is initially unable to perform either option (a) or (b), for a period not to exceed 180 days, CONTRACTOR may require COUNTY to stop using the potentially infringing System or portion thereof, until CONTRACTOR can perform either option (a) or (b), providing however CONTRACTOR supplies COUNTY with an alternate means by which COUNTY may obtain equivalent performance.

5. INSURANCE

- a. JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of insurance documenting agreed upon insurance coverage, and shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date. Unless otherwise agreed in writing, insurance shall be with insurers that are admitted insurance companies in the State of California with a Best's Rating of B+ or higher. In the event of failure by JUMP to comply with insurance coverage requirements, CUSTOMER may, at its discretion, terminate this Agreement.



- b. **Worker's Compensation:** To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION dollars (\$1,000,000).
- c. **Liability Insurance.** JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.
  - 1. **General Liability.** Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. CUSTOMER, its officers, employees, and agents shall be named as "Additional Insured" on any policy with respect to claims or suits arising from JUMP's product(s) and/or the services provided under this contract. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
  - 2. **E&O/Cyber Liability Insurance:** Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than FIVE MILLION DOLLARS (\$5,000,000) for each wrongful act and FIVE MILLION DOLLARS (\$5,000,000) aggregate limit covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The retention for each wrongful act is \$5,000.
  - 3. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with JUMP's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.

6. **LICENSES AND PERMITS**

- a. In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.
- b. The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Shasta and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

7. INDEPENDENT CONTRACTOR

- a. It is understood and agreed that the CONTRACTOR is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR's employees shall not be entitled to any benefits payable to employees of the COUNTY including, but not limited to, County Worker's Compensation benefits. COUNTY shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.
- b. As an independent Contractor, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the COUNTY, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

8. ASSIGNMENT

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of COUNTY. Any attempt to assign or delegate any interest without written consent of COUNTY shall be deemed void and of no force or effect.

PERSONNEL

9. SUBCONTRACT FOR SERVICES

- a. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
  1. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  2. has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  4. has within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

- b. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.
- c. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Shasta, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, officers, employees, agents and volunteers.

#### 10. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

#### 11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon COUNTY, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

#### 12. EMPLOYMENT PRACTICES

- a. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall

apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

- b. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### 13. MEDI-CAL PERSONALLY IDENTIFIABLE INFORMATION

- a. "Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.
- b. The CONTRACTOR may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the County. The CONTRACTOR shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- c. The CONTRACTOR agrees to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as Exhibit C.
- d. When applicable, the CONTRACTOR shall incorporate the relevant provisions of Exhibit C into each subcontract or sub-award to subcontractors.

#### 14. LOBBYING

The CONTRACTOR agrees that it will not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions:

- a. The awarding of any Federal contract;
- b. The making of any Federal Grant;

- c. The making of any Federal loan;
- d. The entering into of any cooperative contract; and
- e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract covered by 31 U.S.C. 1352.

VI. GENERAL

A. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2018 shall end June 30, 2021. The CONTRACTOR shall provide access to the Software System and shall provide maintenance and support diligently and continuously thereafter execution for the term of the Agreement.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

COUNTY:                      Branch Director  
                                    HHSA Adult Services Branch  
                                    Attn: Contracts Unit  
                                    P.O. Box 496005  
                                    Redding, CA 96049-6005  
                                    Phone (530) 225-5900 / FAX (530) 225-5977

CONTRACTOR:              JUMP Technology Services  
                                    200 Russell M Perry Ave  
                                    Oklahoma City, OK 73104

CONTRACTOR "Remit To" address:

JUMP Technology Services  
200 Russell M Perry Ave  
Oklahoma City, OK 73104

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

C. AVAILABILITY OF FUNDING

COUNTY's obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when

deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

#### E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days' notice or may terminate sooner if agreed to by both parties

#### F. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, COUNTY may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. COUNTY may also:

1. Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of COUNTY; and/or
2. Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the CONTRACTOR but yet unpaid by COUNTY. COUNTY shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### G. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Shasta, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### H. MODIFICATION OF TERMS

No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties. However, minor amendments 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 COUNTY'S 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).

I. TERMINATION

1. If CONTRACTOR materially fails to perform CONTRACTOR's responsibilities under this Agreement to the satisfaction of COUNTY, or if CONTRACTOR fails to fulfill in a timely and professional manner CONTRACTOR's responsibilities under this Agreement, or if CONTRACTOR 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 CONTRACTOR. If termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR 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 2 of this section.
2. COUNTY may terminate this Agreement without cause on 30 days written notice to CONTRACTOR.
3. COUNTY's right to terminate this Agreement may be exercised by the Shasta County Board of Supervisors, the County Executive Officer, the HHSA Director or any HHSA Branch Director designated by the HHSA Director.
4. After receipt of the notice of termination, CONTRACTOR shall:
  - a. Stop all work under this Agreement on the date specified in the notice of termination; and
  - b. Transfer to COUNTY all data for which COUNTY has ownership; and
  - c. Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
5. Upon termination of this Agreement as provided herein, any prepaid Maintenance and Support Services fees shall be refunded to the COUNTY by the CONTRACTOR on a pro rata basis as of the date of termination or the date giving rise to the cause for termination, as applicable.
6. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
7. If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017,

45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

8. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

J. DISPOSITION OF DATA

Upon request by the COUNTY made before or within sixty (60) days after the effective date of termination, the CONTRACTOR will make available to the COUNTY a SQL Server .bak file. Said data will be transmitted to the COUNTY provided that the COUNTY is not in breach of any provision of this Agreement.

K. NON-APPROPRIATIONS OF FUNDS

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of the COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the COUNTY shall immediately notify the CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

L. ENTIRE AGREEMENT

This Agreement, between the COUNTY and CONTRACTOR, any exhibits and schedules attached to it, any other terms and conditions incorporated by reference herein, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged.



**Exhibit A**  
**Schedule of Payment**

**A-1 Maximum Compensation**

The maximum compensation per the terms of this Agreement shall not exceed \$53,920.

**A-2** The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**A-3 Invoices/Billhead**

COUNTY shall be invoiced by CONTRACTOR quarterly and in advance of the Covered Period. COUNTY will pay CONTRACTOR in advance of the Covered Period and within 30 days of receipt of correct and approved Invoice/Billhead.

**Covered Period**

07/01/2018 – 09/30/2018

10/01/2018 – 12/31/2018

01/01/2019 – 03/31/2019

04/01/2019 – 06/30/2019

07/01/2019 – 09/30/2019

10/01/2019 – 12/31/2019

01/01/2020 – 03/31/2020

04/01/2020 – 06/30/2020

07/01/2020 – 09/30/2020

10/01/2020 – 12/31/2020

01/01/2021 – 03/31/2021

04/01/2021 – 06/30/2021

**A-4 Sales and Use Tax**

Fees set forth herein shall include applicable California and other state and local sales/use taxes on all Software products procured by COUNTY pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by CONTRACTOR to the State or other taxing authority. CONTRACTOR shall be solely liable and responsible for payment of any and all California and other state and local sales/use taxes. In the event CONTRACTOR fails to pay such California or any other state or local sales/use tax and such taxes have been paid by COUNTY to CONTRACTOR, CONTRACTOR shall reimburse COUNTY for any and all tax amounts paid by COUNTY as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, CONTRACTOR shall be solely responsible for all taxes based on CONTRACTOR's income or gross revenue, or personal property taxes levied or assessed on CONTRACTOR's personal property to which COUNTY does not hold title.

**Exhibit B**  
**Schedule of Software, Maintenance and Support**

When the COUNTY requires the support of the CONTRACTOR, the CONTRACTOR will provide technical support to assist in troubleshooting, defining, and/ or executing corrective actions as follows:

**B-1 Scheduled Costs and Scope of Services:**

**1.0 Schedule of Costs:**

**Year One: July 1, 2018 - June 30, 2019**

Support Plan Level LEAPS EXTENDED 11-20 users

- a. Annual Hosting and Support including 40 hours of system upgrade - \$16,000
- b. New User Training (As requested) 3 sessions @ \$440 each - \$1,320

Year One Total Budget  
\$17,320

**Year Two: July 1, 2019 – June 30, 2020**

Support Plan Level LEAPS EXTENDED 11-20 users

- a. Annual Hosting and Support including 80 hours of system upgrade - \$16,000
- b. New User Training (As requested) 3 sessions @ \$440.00 each - \$1,320.00

Year Two Total Budget  
\$17,320

**Year Three: July 1, 2020 - June 30, 2021**

Support Plan Level LEAPS EXTENDED 11-20 users

- a. Annual Hosting and Support including 40 hours of system upgrade - \$16,960
- b. New User Training (As requested) 3 sessions @ \$440.00 - \$1,320

Year Three Total Budget  
\$18,280

**2.0 Scope of Services:**

- a. Adult Protective Services System Software ("LEAPS") Maintenance and Support under Extended Plan for 11-20 users
- b. Application hosting and hosting environment support, customer portal
- c. SSL Certificate
- d. Provide hosting up to 75 GB storage space

**3.0 Deliverables**

- a. System Maintenance Efforts
- b. Technical Consulting
- c. Troubleshooting
- d. Interface with COUNTY project designee

**B-2 Maintenance and Support Services**

The COUNTY agrees to purchase Maintenance Services for the Software System.

**1.0 Definition of Support Services**

COUNTY may contact JUMP Technology Services Support Center (SSC) and its Projects Management Office (PMO) or a designated Analyst by telephone,

facsimile (fax), and electronic mail (email). The PMO or Analyst will respond to COUNTY Program inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated COUNTY contacts on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.

## **2.0 Support Plan**

CONTRACTOR shall provide support 24 hours a day, 7 days a week, each day of the year.

During normal business hours (7 a.m. and 7 p.m., Central Standard Time (CST), Monday through Friday) COUNTY may access support through the support system (<https://jumpssc.com>)

For times outside normal business hours, or on holidays, COUNTY may access support by calling (405) 595-0186:

The following holidays will be observed:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
Day after Christmas

Service includes the following:

- a. Access to support service through telephone, website portal, and email
- b. Access to support services by up to three (3) designated COUNTY contacts
- c. Access to available Update Releases that ship within the twelve month period
- d. Web access provides
  1. Submitting Program inquiries or reporting Program problems
  2. Access to Program technical tips
  3. Access to Program problem and solution list(s)
  4. Access to available Patches
  5. Review COUNTY call/issue & status
  6. Review COUNTY maintenance contract status

## **3.0 Reporting Cases to the Support Services Center**

**3.1** All Program inquiries or issue reports submitted to JUMP Technology Services via a HDT must be made by a designated COUNTY contact. HDTs will generally fall into one of four categories:

- a. **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
- b. **Program Defect:** the COUNTY encounters a problem that is determined to be an Error or defect in the Program.

- c. **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features.
- d. **Documentation Discrepancies.**

**3.2** All HDTs submitted to the SSC shall be made in the form of an issue report and shall include the following:

- a. Contact information for the designated COUNTY contact reporting the problem.
- b. The name and version number of the system being used.
- c. A general description of the operating environment in which the issue was discovered (as applicable).
- d. A description of relevant hardware components in the environment.
- e. A description of relevant software components (O.S., browser) in the environment and their versions.
- f. A description of the problem and expected results.
- g. System generated error messages or diagnostics where available.

**3.3** CONTRACTOR will respond to HDTs within CONTRACTOR's published response time goals as follows for all issues categories excluding enhancement requests:

Priority	Acknowledgment	Response
1 – High	2 business hours	2 business hours
2 – Medium	1 business day	3 business days
3 – Low	1 business days	5 business days

- a. **Acknowledgment Time** is the time between the COUNTY reporting the HDT to CONTRACTOR and the time CONTRACTOR gives the COUNTY notice that it acknowledges the situation. These response times apply to HDTs reported via the Web during normal business hours (CST), or via the SCC Support Hot Line. HDTs reported the Web outside of normal business hours (CST) will adhere to the above times from the start of the next business day.
- b. **Response Time** is the time between the COUNTY reporting the HDT and the time that a PMO or SSC Analyst is assigned and actively working on the HDT.
- c. Requests for enhancements or services beyond the scope of this agreement shall be offered to COUNTY according to the rate per B.3. below.

**4.0 Definitions of HDT Priorities**

**4.1** Priority Definitions: CONTRACTOR and COUNTY will work jointly to assign the appropriate priority to all HDT based on the following criteria:

Priority	Conditions
1 – High	Critical business impact. The COUNTY has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; or an essential part of the system is unusable for the COUNTY, which results in the inability to use a mission

2 – Medium	critical application. Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The COUNTY can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

**4.2 CONTRACTOR's Undertaking:** For each HDT reported by COUNTY, CONTRACTOR undertakes to:

- a. Maintain a telephone number for COUNTY to call to report a problem and receive assistance.
- b. Confirm receipt of all reports to COUNTY. The confirmation shall be in written form and shall contain an identifying ticket number assigned by CONTRACTOR which will be used in all subsequent communications and contain a time-frame in which a response from CONTRACTOR can be expected.
- c. Analyze the report and verify the existence of the problem.
- d. Give COUNTY direction and assistance in resolving technical issues.

**4.3 COUNTY's Undertaking:** Before escalating a HDT to CONTRACTOR, COUNTY undertakes to:

- a. Appoint designated Contacts from COUNTY's organization for all matters relating to the support issues for JUMP systems.
- b. Obtain all necessary information as outlined above.
- c. Include CONTRACTOR's identifying HDT number in all subsequent communications with CONTRACTOR regarding the HDT.
- d. Maintain an accurate record of all HDT actions, based on feedback from CONTRACTOR.

## 5.0 Closure of HDT

HDT will be considered to be resolved and will be closed under the following conditions:

- a. COUNTY receives an error correction, a workaround, or information that resolves the issue.
- b. Issue is identified as not a problem with the JUMP product
- c. If the HDT results in a defect correction or enhancement request being entered and COUNTY has been advised of this and has been notified of the defect/enhancement ID for future reference.
- d. COUNTY has not responded after 10 business days to CONTRACTOR after information was provided via a final message left on COUNTY's voice mail or via email. The HDT can be reopened if the issue has not been resolved.

**6.0 Software Releases**

The COUNTY's project manager will publish release information at release planning and implementation. The COUNTY will also be provided with a link to iteration plans that include requested or planned future enhancements. Prior to implementation, CONTRACTOR will notify COUNTY of all planned updates pursuant to changes in federal, state, and local requirements.

**7.0 Failure Correction Goals**

HDT that result in the identification of a software system defect/failure will cause a Defect to be logged. The COUNTY will be notified that the defect/failure was received and will be provided with an HDT number. CONTRACTOR will respond to defect reports as indicated in the table below. The response time goals do not apply in situations where it is verified that the source of the failure is a third-party product.

Defect Correction Goals:

Priority	Interim Solution	Final Solution
1 – High	All commercially reasonable effort until the defect is repaired	Permanent correction within 30 business days of identification of the cause of the defect.
2 – Medium	N/A	Permanent correction within 45 business days of identification of the cause of the defect
3 – Low	N/A	Permanent correction with next schedule Major Release or Update Release

**B-3 Support Services Outside of Standard Maintenance**

For enhancements/customizations outside the scope of software maintenance and support, the COUNTY and CONTRACTOR agree to determine and provide additional projects as requested by COUNTY.

Hourly Rate: \$90.00

**Maximum Amount per Agreement term: \$1,000**

- COUNTY will submit in writing, through U.S. mail, overnight courier, or email, a Scope of Work to CONTRACTOR for each project. The Scope of Work will include expected deliverables.
- The CONTRACTOR will provide a Project Estimate to COUNTY within ten (10) business days of receipt of the Scope of Work. The Project Estimate will include a statement of work, deliverables, project timeline, and cost. The CONTRACTOR shall provide the Project Estimate to the COUNTY Contracts Administration Unit (CAU) in writing, through U.S. mail, overnight courier, or email.
- COUNTY will accept the Project by returning an executed copy of the Project Estimate to CONTRACTOR.
- The executed Project Estimate shall be incorporated as an amendment hereto.

- e. No work shall be completed unless the Project Estimate is formally approved and executed by both parties.
- f. CONTRACTOR shall bill for enhancements/customizations per the terms of paragraph V.G.2.

## **Exhibit C**

### **Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of Shasta, Department of Health and Human Services Agency**

#### **PREAMBLE**

The Department of Health Care Services (DHCS) and the County of Shasta, Department of Health and Human Services Agency (County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department assists in the administration of Medi-Cal, in that DHCS and the County Department access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

The Agreement covers the County of Shasta, Department of Health and Human Services Agency workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

#### **DEFINITIONS**

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the Medi-Cal program" means performing administrative functions on behalf of Medi-Cal, such as determining eligibility for, or enrollment in, or the amount of, public benefits, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.
3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.



6. "Secure Areas" means any area where:
  - a. County Workers assist in the administration of Medi-Cal;
  - b. County Workers use or disclose Medi-Cal PII; or
  - c. Medi-Cal PII is stored in paper or electronic format.

## **AGREEMENTS**

**NOW THEREFORE**, DHCS and County Department mutually agree as follows:

### **I. PRIVACY AND CONFIDENTIALITY**

- A. The County Department workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

### **II. PERSONNEL CONTROLS**

The County Department agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall implement the following personnel controls:

- A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
  1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment and;
  2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;
4. Retain training records for a period of three years after completion of the training.

**B. *Employee Discipline.***

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

- C. *Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years.

The statement shall include at a minimum:

1. General Use;
2. Security and Privacy Safeguards;
3. Unacceptable Use; and
4. Enforcement Policies.

**D. *Background Screening.***

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
3. The County Department shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

**III. MANAGEMENT OVERSIGHT AND MONITORING**

To ensure compliance with the privacy and security safeguards in this Agreement the county shall perform the following:

- A.** Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.

- B. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

#### **IV. INFORMATION SECURITY AND PRIVACY STAFFING**

The County agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

#### **V. PHYSICAL SECURITY**

The County Department shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - 1. Properly coded key cards
  - 2. Authorized door keys
  - 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area must be escorted at all times by authorized County Workers.

- H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.
- J. The County Department shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

## VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process Medi-Cal PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.

**F. Patch Management.**

1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary.
2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical must be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within seven days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

**G. User IDs and Password Controls.**

1. All users must be issued a unique user name for accessing Medi-Cal PII.
2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee, at maximum within 24 hours.
3. Passwords are not to be shared.
4. Passwords must be at least eight characters.
5. Passwords must be a non-dictionary word.
6. Passwords must not be stored in readable format on the computer or server.
7. Passwords must be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less.
8. Passwords must be changed if revealed or compromised.
9. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
  - a. Upper case letters (A-Z)
  - b. Lower case letters (a-z)
  - c. Arabic numerals (0-9)
  - d. Special characters

**H. User Access.** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to Social Security

Administration (SSA) data, Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction.** When no longer needed, all Medi-Cal PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** The systems providing access to Medi-Cal PII must display a warning banner stating, at a minimum:

- 1. Data is confidential;
- 2. Systems are logged;
- 3. System use is for business purposes only, by authorized users; and
- 4. Users shall log off the system immediately if they do not agree with these requirements.

L. **System Logging.**

- 1. The systems which provide access to Medi-Cal PII must maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
- 2. The audit trail shall:
  - a. Be date and time stamped;
  - b. Log both successful and failed accesses;
  - c. Be read-access only; and
  - d. Be restricted to authorized users.
- 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
- 4. Audit trail data shall be archived for at least three years from the occurrence.

M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. **Transmission Encryption.**

- 1. All data transmissions of Medi-Cal PII outside of a secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or TLS. It is encouraged, when available and when feasible, that 256 bit encryption be used.

2. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted.
3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

O. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

## VII. AUDIT CONTROLS

### A. **System Security Review.**

1. The County Department must ensure audit control mechanisms are in place.
2. All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing Medi-Cal PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing Medi-Cal PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. **Anomalies.** When the county or DHCS suspects MEDS usage anomalies, the county will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

## VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. **Emergency Mode Operation Plan.** The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.

B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

**C. *Data Backup Plan.***

1. The County Department shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
3. The procedures shall include storing backups offsite.
4. The procedures shall ensure an inventory of backup media. It is recommended that the county periodically test the data recovery process.

**IX. PAPER DOCUMENT CONTROLS**

- A. *Supervision of Data.*** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. *Data in Vehicles.*** The County shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. *Public Modes of Transportation.*** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. *Escorting Visitors.*** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. *Confidential Destruction.*** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. *Removal of Data.*** Medi-Cal PII must not be removed from the premises of County Department except for justifiable business purposes.
- G. *Faxing.***
1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
  2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.



3. Fax numbers shall be verified with the intended recipient before sending the fax.

**H. *Mailing.***

1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

**X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

**A. *Initial Notice to DHCS:***

**Immediately upon discovery** of a suspected security incident that involves data provided to DHCS by the SSA, the county shall notify DHCS by email or telephone.

**Within one working day of discovery**, the county shall notify DHCS by email or telephone of unsecured PHI or PI, if that PHI or PI was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notice shall be made using the "DHCS Privacy Incident Report" (PIR) form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), select "Privacy & HIPAA" and then "County Use") or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>. Initial, Investigation, and Completed PIRs are submitted to the DHCS Privacy Office and the DHCS Information Security Office.

A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Privacy Office and the DHCS Information Security Office.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- B. ***Investigation and Investigative Report.*** The county shall immediately investigate breaches and security incidents involving Medi-Cal PII, and, if the initial PIR did not include all of the information marked with an asterisk, or if new or updated information is available, submit an updated PIR **within 72 hours of the discovery**. The updated PIR shall include all of the information marked with an asterisk, and all other applicable information listed on the form, to the extent known at that time.
- C. ***Complete Report.*** If all of the required information was not included in either the initial report, or the investigation report, then a separate complete report must be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the PIR, the County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the Completed Report is submitted, by submitting the revised or additional information on an updated PIR. DHCS will review and approve or disapprove the determination of whether a breach occurred, and if individual notifications and corrective action plans are required.
- D. ***Notification of Individuals.*** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the County Department. In the event DHCS assigns notification responsibility to the County Department, DHCS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.
- E. ***Responsibility for Reporting of Breaches when Required by State or Federal Law.*** If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

- F. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Agreement to which it is incorporated.

DHCS Privacy Office	DHCS Information Security Office
<p>DHCS Privacy Office c/o: Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a></p> <p>Telephone: (916) 445-4646 or (866) 866-0602</p>	<p>DHCS Information Security Office MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a></p> <p>Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874</p>

## **XI. COMPLIANCE WITH SSA AGREEMENT**

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30 day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the Counties, along with the compliance date expected by SSA. If a County is not able to meet the SSA compliance date, it must submit Corrective Action

Plan (CAP) to DHCS for review and approval at least 30 days prior to the SSA compliance date. Any potential County resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

## **XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT**

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) Between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and the California Department of Health Care Services (CA-DHCS), known as the CMA, which is appended and hereby incorporated in to this Agreement (Exhibit B). If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30 day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, DHCS will supply copies of the changed agreement to the CWDA and the Counties, along with the compliance date expected by DHS-USCIS. If a County is not able to meet the DHS-USCIS compliance date, it must submit Corrective Action Plan (CAP) to DHCS for review and approval at least 30 days prior to the DHS-USCIS compliance date. Any potential County resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

## **XIII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS**

The County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides Medi-Cal PII received from or created or received by County Department in performing functions or activities related to the administration of Medi-Cal that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to the County Department with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The County Department shall incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department.

## **XIV. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books, and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Office and DHCS Information Security Office in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

**XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department at no cost to the County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

**XVI. AMENDMENT OF AGREEMENT**

DHCS and the County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department agrees to promptly enter into negotiations concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. DHCS may terminate this Agreement upon thirty (30) days written notice if the County Department does not promptly enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

**XVII. TERMINATION**

This Agreement shall terminate on September 1, 2019, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; county requests for an extension must be justified to and accepted by DHCS and limited to no more than a three-month extension. Such an extension may, upon county request and DHCS approval, be renewed for one additional three month period. Regardless of the extension status, all provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

**XVIII. TERMINATION FOR CAUSE**

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department, DHCS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and DHCS receives a certificate of destruction.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-9.

**SUBJECT:**

Agreement with ShiningCare, Inc. for an Older Adult Gate Keeper Program

**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 renewal agreement with ShiningCare, Inc., in an amount not to exceed \$229,077 to provide an older adult gatekeeper program for residents of Shasta County for the period July 1, 2018 through June 30, 2021.

**SUMMARY**

The proposed renewal agreement will allow ShiningCare, Inc. (ShiningCare) to continue to provide an older adult gatekeeper program (Gatekeeper Program) in Shasta County. The Gatekeeper Program is intended to support the early identification of at-risk older community members and link them to appropriate resources.

**DISCUSSION**

The Gatekeeper Program benefits the community by focusing on issues related to aging and assists older adults by assessing their needs and connecting at-risk older adults to services. Follow-up, care coordination and case management is provided with the goal of preventing premature institutionalization, hospital re-admissions and elder abuse and neglect. The Gatekeeper Program encourages family involvement of the at-risk adult to facilitate a comprehensive support and care plan. Since 2015, the Gatekeeper Program has handled 1,953 referrals resulting in assistance to older adults and their families, including involvement in 32 Adult Protective Services cases. The Gatekeeper Program partners with public agencies, organizations, health care providers, and caring community members who have the greatest opportunity for interaction with isolated older adults to act as Gatekeepers. Once Gatekeepers are identified, they receive training designed to provide skills that enable them to recognize and refer older adults who are exhibiting behaviors indicating they may be in need of assistance. The referral system includes a single point of contact within ShiningCare, so that Gatekeepers concerned about an older adult have a central point to refer. Finally, the Gatekeeper response system facilitates contact with the older adult, at which time an assessment and appropriate evaluation of the older adult's needs occurs, resulting in the development of a linkage plan to necessary services including: medical care, physician appointments, mental health and behavioral support services, home health and/or custodial home care services, transportation and recreational services, among others. The agreement also allows for the Health and Human Services Agency (HHSA) Director, or any Branch Director designated by the HHSA Director, to approve, in writing and in advance,

budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement, and provided further that the line item shift shall not increase the total compensation payable under this agreement.

**ALTERNATIVES**

The Board could choose not to approve the agreement or to approve with modified terms or funding levels.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The Health and Human Services Agency’s Fiscal Year 2018-19 Requested Budget includes sufficient appropriation authority for the activities described in this agreement and will be included in future year budget submittals. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	5/15/2018	Agreement

## PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND SHININGCARE, INC.

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and ShiningCare, Inc., ("Contractor"), a California corporation, (collectively, the "Parties" and individually a "Party"), for the provision of an Older Adult Gatekeeper Program in Shasta County.

### Section 1. DEFINITIONS.

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

- A. **Informal Training** – A less formal education provided in whatever setting has become available and is desired by the potential new Gatekeeper Provider when a formal training is not an option for the Traditional or Non-Traditional Provider. This informal training provides an overview of the Program including, but not limited to informational handouts, as well as adequate information to lead the new Non-Traditional Providers or Traditional Providers to start participation in the Program and to refer the at-risk Elder in need to the Gatekeeper Program services.
- B. **Formal Training** – Education and training provided to potential new Gatekeeper Provider, which provides all of the core principles within the established training curriculum including information for intervention utilizing the formal Gatekeeper Training curriculum outline, PowerPoint presentation, videos, and handouts.
- C. **Traditional Gatekeeper Provider** – Referral sources that work solely or primarily with Elders on a daily basis and are part of the traditional Elder services industry. Examples include, but are not limited to: Physicians and Medical Clinics, Hospitals: Discharge Planners, Social Workers, Chaplains, Physical and Occupational Therapists, Senior Housing complexes and facilities.
- D. **Non-Traditional gatekeeper Provider** – Referral sources that provide services to Elders and/or come into contact with elders through their everyday work activities or group settings, but Elders are not their primary consumer base. Examples include, but are not limited to: Corporate or private business owners, managers, employees, and community organizations and members, such as churches, postal and delivery services, hair stylists, home maintenance workers, waitress/waiters, bank clerks, etc.
- E. **Care Coordination/Management Services ("CMS")** – Provides guidance and advocacy for families who are caring for older relatives. With a specialized focus on issues related to aging, CMS assists clients with the challenges of aging. Examples of service include but are not limited to assessment for the discovery of safety and health care needs and finding appropriate related resources, securing appropriate housing, in-home care, referrals to medical providers or elder law attorneys, as well as the advocacy and support that provides families peace of mind.
- F. **Circle of Support** – Includes a wide range of Generic Services and natural supports put in place and working together for the overall benefit of the older adult. Generic Services include, but are not limited to public or private service agencies in both Traditional Provider (elder care) industry and the Non-Traditional Provider industry.



Natural supports include family, friends, neighbors or church or social club members who help and or provide support to the Elder.

- G. **Generic Services** – Public and private agencies and businesses that provide services which includes, but are not limited to Health Providers, Educators, Financial Services, Social Services and Counselors.
- H. **Natural Supports** – Include family, friends, neighbors, and church or social club members who help and or provide support to the Elder.

**Section 2.     RESPONSIBILITIES OF CONTRACTOR.**

- A. Pursuant to the terms and conditions of this agreement, Contractor shall:
  - (1) Provide an Older Adult Gatekeeper Program ("Program") as specified in **EXHIBIT A, PROGRAM OVERVIEW**, attached and incorporated herein, for Shasta County residents aged 60 and above and their families ("Participants").
  - (2) Attend meetings as scheduled by County for the purpose of discussing and evaluating the Program and its elements, including, but not limited to discussing and evaluating ongoing Participant involvement and engagement in the Program, specific services provided, and performance measurements and objectives.
  - (3) Submit for final approval all Program slogans to County.
- B. Promulgate and implement written procedures ("Grievance Procedures") whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. A copy of Consultant's Grievance Procedures shall be provided to County upon request. County's Director of Health and Human Services Agency ("Director") shall be notified in writing by Consultant within ten business days of:
  - (1) Learning of all grievances and the nature thereof; and
  - (2) Resolution of a grievance or conclusion of the grievance process including the results of such.
- C. Ensure and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- D. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of this agreement and all subcontracts under this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this 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. Contractor 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, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

- E. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

**Section 3.     RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Contractor as prescribed in sections 3 and 4 of this agreement.
- B. Monitor Contractor's performance to assure compliance with the terms, conditions and specifications of the agreement.
- C. Schedule meetings with Contractor, with at least five days advance notice, for the purpose of discussing and evaluating the Program and its elements, including, but not limited to, discussing and evaluating ongoing involvement and engagement in the Program by Participants, specific services provided, and performance measurements and objectives.

**Section 4.     COMPENSATION.**

- A. In accordance with the budget as prescribed in **EXHIBIT B, BUDGET**, attached and incorporated herein, County shall pay to Contractor a maximum of \$76,359 per County fiscal year ("FY") for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$229,077.
- B. During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement and provided further that the line item shift shall not increase the total compensation payable under this agreement.
- C. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 5.     BILLING AND PAYMENT.**

- A. Contractor shall submit to HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15<sup>th</sup> day of each month for services rendered the preceding month, and in accordance with the Budget a billhead or invoice regularly used in the conduct of business of the Contractor, accompanied by an **EXPENDITURE REPORT, EXHIBIT C**, attached and incorporated herein, original receipts, and personnel timecards or time studies. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead 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 Contractor’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 Contractor 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 Contractor, Contractor 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.**

- A. This agreement shall commence as of July 1, 2018, and shall end June 30, 2021.
- B. 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 Contractor in writing of such non-appropriation at the earliest possible date.

**Section 7. TERMINATION OF AGREEMENT.**

- A. If Contractor materially fails to perform Contractor’s responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor’s responsibilities under this agreement, or if Contractor 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 Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor 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. Either Party may terminate this agreement without cause on 30 days’ written notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party’s control.

- E. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, County Executive Officer, the HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- G. If this agreement is terminated, Contractor 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. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor 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. Notwithstanding the foregoing, line item shifts may be approved in writing as set forth in section 4.B. 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 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).
- 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 Contractor, Contractor 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 CONTRACTOR.**

Contractor 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 Contractor performs

the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor 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 Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

#### **Section 11. INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor 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 Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, 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. Contractor shall also, at Contractor'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 Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor 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 Contractor'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.

#### **Section 12. INSURANCE COVERAGE.**

- A. Without limiting Contractor's duties of defense and indemnification, Contractor 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. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor'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 Contractor 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. Contractor hereby certifies that Contractor 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 Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor 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. Contractor 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 Contractor 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 Contractor 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, Contractor 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, Contractor 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) Contractor shall provide County with an endorsement or amendment to Contractor'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, Contractor 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 Contractor 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, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Contractor'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 Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor 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. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).

- C. 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. Contractor 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. Contractor shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. Contractor shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- D. Contractor 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.
- E. Contractor represents that Contractor is in compliance with and agrees that Contractor 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 the regulations and guidelines issued pursuant thereto.
- F. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- G. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

**Section 15. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.**

- A. Contractor hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code,



commending with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Contractor as long as Contractor is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

**Section 16. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor 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 Contractor.

**Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor'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. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 18. LICENSES AND PERMITS.**

Contractor, and Contractor'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 19. PERFORMANCE STANDARDS.**

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

**Section 20. CONFLICTS OF INTEREST.**

Contractor and Contractor'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 21. NOTICES.**

- A. Except as provided in sections 7.C. and 7.D. of this agreement (oral notice of termination), 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  
                                 HHSa Adult Services Branch  
                                 Attn: Contracts Unit  
                                 2640 Breslauer Way  
                                 Redding, CA 96001  
                                 Phone: 530-225-5900  
                                 Fax: 530-225-5977

If to Contractor:        Executive Director  
                                 ShiningCare, Inc.  
                                 P.O. Box 997753  
                                 Redding, CA 96099-7753  
                                 Phone: (530) 232-5543  
                                 Fax: (866) 254-3563

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.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 22. 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 23. COMPLIANCE WITH POLITICAL REFORM ACT.**

Contractor 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 Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 24. PROPERTY TAXES.**

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 25. 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 26. 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 Contractor 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 Contractor or its subsidiaries.

**Section 27. 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 28. CONFIDENTIALITY OF CLIENT INFORMATION.**

Contractor shall comply with, and require all of Contractor'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 29. USE OF COUNTY PROPERTY.**

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, County and Contractor 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

By: ABC 5/7/18  
Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 05/07/18  
James Johnson  
Risk Management Analyst

CONTRACTOR

Date: 5/9/18

Joanne McCarley  
JOANNE MCCARLEY  
Director

Date: 5/11/18

Deborah Arias  
KAREN MAGDALNO Deborah Arias  
Secretary

Tax I.D.#: On File

### Program Overview

**A. Contractor shall provide an Elder Gatekeeper Program ("Program") for Shasta County elders aged 60 ("Elders") and above to consist of:**

- 1) Ongoing community awareness training ("Community Training") to: increase understanding regarding the real-life problems confronting many Elders including health and mental health issues associated with aging and the Elder susceptibility to abuse and neglect; decrease stigma and discrimination associated with aging; provide education regarding numerous community resources available to help maximize the independence and autonomy of Elders.
- 2) Locate and train community members ("Gatekeepers") with the greatest opportunity for interaction with Elders to refer Elders who may benefit from the Program to Contractor. Gatekeepers shall be trained to recognize signs and symptoms that may indicate an Elder is in need of help.
- 3) Recruitment of Gatekeepers from Non-Traditional Referral Sources including, but not limited to:
  - a. Businesses: banks, financial planners, insurance brokers, beauty salons & barbershops, Certified Public Accountants, retail stores where seniors typically frequent (fabric/hobby stores, Recreational Vehicle stores) as well as restaurants/diners popular with seniors, handyman and repair services.
  - b. Public Providers: Post Offices, Assessor's office, Shasta County Courts, Police & Sheriff, including Chaplains, City of Redding and other departments.
  - c. Community service and social groups, including but not limited to: Rotary, Lions, Soroptimist, Moose, Elks, etc.
  - d. Churches, religious centers and groups of all origins and denominations.
  - e. Health care and wellness service providers who work in the public or marketplace, such as ambulance companies, senior transportation companies, pharmacies, medical equipment companies, non-medical home care companies, therapists and chiropractors.
- 4) Recruitment of Gatekeepers from Traditional Referral Sources including, but not limited to:
  - a. Physicians and Medical Clinics.
  - b. Hospitals: Discharge Planners, Social Workers and Chaplains.
  - c. Physical and Occupational Therapists.
  - d. Senior Housing complexes and facilities.
- 5) Identify strategic partners, facilitate collaboration and gain financial support of the Program.
- 6) Continuously maintain an electronic database of all Traditional and Non-Traditional Referral Sources to include sub-categories identifying the industry or group types in addition to pertinent contact information for each referral source as follows:
  - a. Date and time of inquiry.
  - b. Referral source (i.e. name of Gatekeeper, via public information ads, etc.).

- c. Type of inquiry, including but not limited to:
  - 1. Gatekeeper (currently identified).
  - 2. Community member – potential Gatekeeper.
  - 3. Individual with mental health diagnosis.
  - 4. Person with a need and/or suspicion they have an illness.
  - 5. Family member of loved one.
  - 6. Professional provider (i.e. physician, social worker, etc.).
  - 7. Other.
  - 8. Nature of reason for inquiry, including type of need or requested information.
  - 9. Follow-up date and results (when appropriate).
- 7) Continuously maintain a written system of tracking all contacts and activities with each referral source contained in the database to include letters, phone calls, meetings and training sessions, and provide to County on a quarterly basis.
- 8) Consultation and assessment services to Elders as follows:
  - a. As part of the initial consultation, all referred Elders shall receive:
    - 1. Risk Assessment as set forth in **Exhibit D**, attached and incorporated herein.
    - 2. Encouragement and verbal support.
    - 3. Crisis intervention.
    - 4. Once an initial consultation/assessment is completed each Elder will be referred or connected to one or more of the following:
      - i. Connection back to a pre-existing service provider, including physicians and medical care providers.
      - ii. Appropriate Traditional and Non-traditional Service Providers.
      - iii. Connection and/or re-connection to Natural Supports.
  - b. All Elders shall be contacted within five business days of the initial needs assessment to ensure connection to necessary services determined in initial assessment.
  - c. Some referred Elders, as determined by Contractor, will receive a comprehensive assessment when deemed necessary as follows:
    - 1. Identification of physical, mental, social and emotional needs for safety, well-being and quality of life.
    - 2. Recommendations and referrals for resources to address Elder needs. This recommendation will include a Circle of Support and Care Plan which addresses identified needs in order to maintain health and safety, including but not limited to:
      - i. Medical care and physician appointments.
      - ii. Rehabilitation and adaptive appointments.
      - iii. Mental health and behavioral support services.
      - iv. Home health and/or custodial home care services.

- v. Natural Supports and social services.
- vi. Transportation and recreational services.

9) Care Coordination /Case Management as follows:

- a. Some Elder Participants shall receive care planning and linkages services, as determined by Contractor.
- b. Elder Participants will receive Care Coordination Services to facilitate a comprehensive Circle of Support & Care Plan when indicated according to need due to unavailability of a person or service to facilitate the Circle of Support and Care Plan of care.
- c. Care Coordination Services include but are not limited to:
  - 1. Assistance with application and initiation of needed Generic Services, such as transportation services, meal services, home health care, etc.
  - 2. Assistance with setting necessary medical appointments.
  - 3. Assistance with contacting family members and other Natural Supports to facilitate their assistance.

**B. Goals and intended outcomes of the Program include, but are not limited to:**

- 1) Facilitation of the highest level of health and independence.
- 2) Prevention of premature institutionalization for Elders.
- 3) Prevention of hospital re-admissions.
- 4) Prevention of Elder abuse and neglect.

**C. The Contractor shall provide a single point of contact phone number available 24 hours per day/7 days per week as follows:**

Monday-Friday, during standard business hours, callers or walk-in inquiries will have immediate access to Contractor staff for information. Evening, weekend and holiday callers will have access to general information recording and an after hour's on-call line.



Agr.AS-APS.ShiningCareInc.1821  
2174-1-2018-01  
CC/Acct: 50100-052009

## EXPENDITURE REPORT

Organization Name

Address

City, ST Zip

Check for final Report ☐

Date of Report

Term of Contract:

Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
<b>Personnel/Position</b>					
<b>Fringe Benefits</b>					
<b>Total Salary and Benefits</b>					
<b>Operating Expenses</b>					
Office Expenses/Supplies					
Equipment					
Rents/Leases					
Utilities/Communications					
Travel					
(OTHER - Please Specify)					
<b>Total Operating Expenses</b>					
<b>Other Expenses</b>					
Fixed Assets					
(OTHER - Please Specify)					
<b>Total Other Expenses</b>					
<b>Total Expenses</b>					
<b>Administrative Cost</b>					
(Not to exceed 10% of Salaries)					
<b>Totals</b>					

Invoice Total

\$ ,---.---

Prepared by: (type name here)

Date

Telephone #

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

Date: \_\_\_\_\_ **Intake & Referral and Tracking Form** Case #: \_\_\_\_\_

☐ Inquiry Referral Only ☐ Gatekeeper Case ☐ URGENT!! ☐ APS Involved please get DOB

Name of Staff taking Initial Contact: \_\_\_\_\_ D.O.B. of Client \_\_\_\_\_

STAFF – Please talk through ALL of the questions below with the Inquirer. Make every effort to NOT leave blanks. Thanks!

Potential Client Information	
Potential Client:	Person Inquiring:
Client's Phone #:	Inquirer's Phone #:
Client's Address:	Inquirer's Email:
City of Residence:	Relation to Client:
Age:	Church Affiliation:
Referred by:	
Concerns:	

Current Conditions: ASK Inquirer for ALL that Apply

☐ Heart Disease    ☐ Seizures    ☐ Arthritis    ☐ Vision Impaired    ☐ Parkinson's    ☐ Paralysis  
☐ Respiratory    ☐ Hip Replace    ☐ Knee Replace    ☐ Hearing Impaired    ☐ Cancer    ☐ Stroke  
☐ Ambulation    ☐ Stroke/CVA    ☐ Incontinent    ☐ Diabetes    ☐ Brain Injury    ☐ Osteoporosis  
☐ Insomnia    ☐ Mental Illness

Other: \_\_\_\_\_

☐ Dementia    ☐ Alzheimer's    ☐ Short Term MLoss    ☐ Long Term MLoss    ☐ Combative    ☐ Verbal Aggression  
☐ Mood Variations    ☐ Confusion    ☐ Disorientation    ☐ Depression

Insurance Carrier(s): \_\_\_\_\_ Monthly Income: \_\_\_\_\_

Budget for Care: \_\_\_\_\_

Financial Decision Maker: \_\_\_\_\_ DPOAH (Financial): ☐ Yes ☐ No

Relation to Client: \_\_\_\_\_ Phone #: \_\_\_\_\_

Status: ☐ Conserved    ☐ PG    ☐ Other: \_\_\_\_\_

Care Decision Maker: \_\_\_\_\_ DPOAH (Care): ☐ Yes ☐ No

Relation to Client: \_\_\_\_\_ Phone #: \_\_\_\_\_

Time Spent on Call:	Initials:	Forwarded to:
For Admin Only		
Date Entered in LIGT:	Initials:	Time Spent:
Date Case Closed & Initials	Forwarded to:	

[illegible]

## EXHIBIT D

Risk Assessment					
Rate following areas on this scale: 1 = No Concern, 2 = Little Concern, 3 = Moderate Concern, 4 = Concern, 5 = Extreme Concern And CHECK any boxes that answer "YES".					
<b>Abuse Risk?</b>	1	2	3	4	5
<input type="checkbox"/> Financial and/or Money Management? Notes:					
<input type="checkbox"/> Physical Neglect?					
<input type="checkbox"/> Emotional?					
<b>Difficulty performing activities of daily living?</b>	1	2	3	4	5
<input type="checkbox"/> Wearing dirty clothes? Notes:					
<input type="checkbox"/> Personal hygiene changes?					
<input type="checkbox"/> Changes in ability to clean house?					
<b>Taking medications appropriately and timely?</b>	1	2	3	4	5
<input type="checkbox"/> Missed medications? Notes:					
<input type="checkbox"/> Prescriptions running out?					
<input type="checkbox"/> Confusion about medications?					
<b>Understanding medical advice and instructions?</b>	1	2	3	4	5
<input type="checkbox"/> Missing doctor appointments? Notes:					
<input type="checkbox"/>					
<input type="checkbox"/>					
<b>Increased confusion and/or memory loss?</b>	1	2	3	4	5
<input type="checkbox"/> Judgement impaired? Notes:					
<input type="checkbox"/> Unable to respond to emergencies?					
<input type="checkbox"/> Vulnerable to solicitors or criminals?					
<b>Regular and appropriate nutrition?</b>	1	2	3	4	5
<input type="checkbox"/> Changes in ability to meal prep? Notes:					
<input type="checkbox"/> Losing weight?					
<input type="checkbox"/> Non-compliance with a special diet?					
<b>Maintaining home environment?</b>	1	2	3	4	5
<input type="checkbox"/> Unusual amount of clutter? Dust? Notes:					
<input type="checkbox"/> Unusual amount of garbage?					
<input type="checkbox"/> Home repairs neglected?					
<b>Feelings of isolation and loneliness for extended periods of time?</b>	1	2	3	4	5
<input type="checkbox"/> Changes in mood? Notes:					
<input type="checkbox"/> Changes in sleep pattern?					
<input type="checkbox"/> Calling others more?					
<b>Legal issues or estate planning needs?</b>	1	2	3	4	5
<input type="checkbox"/> Notes:					
<input type="checkbox"/>					
<input type="checkbox"/>					
<b>Other</b>	1	2	3	4	5
<input type="checkbox"/> Notes:					
<input type="checkbox"/>					
<input type="checkbox"/>					
<b>Other</b>	1	2	3	4	5
<input type="checkbox"/> Notes:					
<input type="checkbox"/>					
<input type="checkbox"/>					
<b>Notes;</b>					

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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-10.

**SUBJECT:**

Fifth Amendment with Securitas Security Services USA

**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) 229-8425

**STAFF REPORT APPROVED BY:** Tracy Tedder, Branch Director, HHSA Business & Support Services

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective April 25, 2018, to the agreement with Securitas Security Services USA for the provision of security services to modify one service location and its related days and hours of service, and allow retroactive minor amendments, including service locations and service hours changes, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*, while retaining the term July 9, 2015 through June 30, 2020.

**SUMMARY**

N/A

**DISCUSSION**

Through this fifth amendment, Securitas Security Services (Securitas) will continue to provide on-site fixed post security services, daily patrol services, alarm response, and special response services at various Health and Human Services Agency (HHSA) locations, as well as daily patrol services at the County Administration Center parking structure. These services promote the safety of clients, County employees, and members of the public as well as securing County facilities and property.

This amendment is retroactive due to the relocation and redesign of public services supported by these security services which necessitated moving one program from downtown to the County's Breslauer campus.

**ALTERNATIVES**

The Board could choose not to approve the fifth amendment, may direct staff to negotiate changes to the terms and conditions of the amendment, or may defer consideration to a future date.

### **OTHER AGENCY INVOLVEMENT**

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

### **FINANCING**

The services provided for HHSA locations under this agreement are funded through a combination of federal and state sources with a local share of cost met largely through Realignment. The FY 2017-18 Adopted Budget for the applicable departments includes sufficient appropriation authority for the activities described in this agreement. Sufficient appropriation authority for this agreement was included in the FY 2018-19 budget request, and appropriate appropriation authority will be sought in subsequent annual budget requests during the term of the agreement. There is no additional General Fund impact associated with the recommendation.

### **ATTACHMENTS:**

Description	Upload Date	Description
5th Amendment	5/23/2018	5th Amendment



**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
SECURITAS SECURITY SERVICES USA, INC., A DELAWARE CORPORATION FOR  
THE PROVISION OF SECURITY SERVICES**

This Fifth Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and Securitas Security Services USA, Inc., a Delaware corporation, ("Contractor").

**R E C I T A L S**

WHEREAS, County and Consultant have previously entered into an agreement on June 9, 2015, effective July 9, 2015, for the provision of security services ("Original Agreement"); and

WHEREAS, the Agreement was amended by a first amendment ("First Amendment") on June 10, 2016 and effective June 10, 2016 to replace **ATTACHMENT A**, attached to the agreement and entitled "On-Site and Security Patrol Schedules", with **Attachment A-1**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Agreement was amended by a second amendment ("Second Amendment") on June 20, 2017, effective January 1, 2017 to: (1) modify the County Contact definition to include an e-mail address as described in Section 1. DEFINITIONS; (2) provide additional hourly rates and to increase the maximum compensation for fiscal years (FY) 2016-17, 2017-18, 2018-2019, and 2019-2020; (3) delete the previously agreed upon cost adjustment provisions in Subsection G of Section 4; and (4) replace **Attachment A-1**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-2**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Agreement was amended by a third amendment ("Third Amendment") on August 22, 2017, effective August 22, 2017 to replace **Attachment A-2**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-3**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Agreement was amended by a fourth amendment ("Fourth Amendment") on March 13, 2018, effective March 13, 2018, to replace **Attachment A-3**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-4**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, County and Contractor desire to amend the Agreement to replace **Attachment A-4**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-5**, entitled "On-Site and Security Patrol Schedules" and amend Section 8.B. to allow retroactive minor amendments ("Fifth Amendment"); and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection B. of Section 8., **ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/ EXHIBITS/APPENDICES.**, of the Agreement is amended as of the effective date of this Fifth Amendment in its entirety to read as follows:
  - 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 or any amendments of **Attachment A**, including changes to service locations and service hours, may be agreed to in writing between Contractor and the HHSA Director or HHSA Branch 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).
- II. **Attachment A-4** attached to the Fourth Amendment entitled, "On-Site and Security Patrol Schedules" is replaced with **Attachment A-5**, entitled "On-Site and Security Patrol Schedules", attached and incorporated herein as of the effective date of this Fifth Amendment. **Attachment A** to the original Agreement shall remain in effect from June 9, 2015 until June 9, 2016, and **Attachment A-1** to the First Amendment shall remain in effect from June 10, 2016, until December 31, 2016. **Attachment A-2** shall remain in effect from January 1, 2017, until August 21, 2017. **Attachment A-3** shall remain in effect from August 22, 2017, until March 12, 2018. **Attachment A-4** shall remain in effect from March 13, 2018, until the effective date of this Fifth Amendment.
- III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.
- IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.
- V. **EFFECTIVE DATE**

Unless otherwise provided, this Fifth Amendment shall be deemed effective April 25, 2018.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Fifth Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

\_\_\_\_\_  
By: Deputy

Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

By: Alan B. Cox 5/17/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 05/17/18  
James Johnson  
Risk Management Analyst III

**CONTRACTOR**

Date \_\_\_\_\_

Wallace Lavery 5/12/18  
Wallace Lavery, Securitas Security Services  
USA, Inc., Vice President

**ATTACHMENT A-5**  
**ON-SITE AND SECURITY PATROL SCHEDULES**

Fixed Post locations and staffing: unless otherwise noted, all days cited **exclude** County Holidays

<b>Location</b>	<b>Staffing</b>
1220 Sacramento Street	1 officer, Monday through Friday, 07:00 – 18:00
1265 Redwood Blvd.	1 officer, Monday through Friday, 20:00 – 2:00
1313 Yuba St (site also includes 1411 Yuba Street/1612 Market Street (Wraparound); 1604 Market Street (Howell Hall); 1620/1624 Market Street; 1628 Market Street (McFall))	2 officers, Monday through Friday, 08:00 – 17:30
1400 California Street	1 officer, Monday through Friday, 07:30 – 18:00
1550 California Street	1 officer, Monday through Friday, 07:00 – 18:00
1560 Market Street (site also includes 1420 Yuba Street and 1580 Market Street)	1 officer, Monday through Friday, 8:00 – 17:30
1810 Market Street	1 officer, Monday through Friday, 06:00 – 07:30 1 officer, Monday through Friday, 16:00 – 18:00
2460 Breslauer Way (site also includes 2406, 2420, and 2430 Breslauer Way buildings)	1 officer, Monday through Friday, 07:00 – 18:00
2460 Breslauer Way – Syringe Exchange Program	1 officer, Wednesday, 04/25/2018, 09:30 – 15:30 1 officer, Thursday, 04/26/2018, 09:30 – 15:30 Effective 04/30/2018, 1 officer, Mondays and Wednesdays, 09:30 – 14:30
2640 Breslauer Way (site also includes 2632, 2634, and 2644 Breslauer Way buildings)	1 officer, Monday through Friday, 07:00 – 08:00 2 officers, Monday through Friday, 08:00 – 17:00 1 officer, Monday through Friday, 17:00 – 20:00 1 officer, Saturdays, Sundays, and County holidays, 18:00 – 20:00 1 officer, daily (seven days per week including County holidays), 22:30 – 23:30
2650 Breslauer Way	1 officer, Monday through Friday, 6:30 – 8:00 1 officer, Monday through Friday, 17:00 – 21:00
2757 Churn Creek Road, Suites A and B	2 officers, Monday through Friday, 07:00 – 18:00
36911 Main Street, Burney, CA	1 officer, Monday through Friday, 08:00 – 17:00

Patrol locations and number of patrols per day (patrols are conducted seven days per week, including weekends and County Holidays, outside of regular business hours, 52 weeks per year)

<b>Location</b>	<b># Patrols</b>
1220 Sacramento Street	2 patrols
1400 California Street / 1550 California Street	1 patrol
1450 Court Street (parking structure)	2 patrols (one patrol between the hours of 06:00 and 07:00)
1810 Market Street	1 patrol
2460 Breslauer Way (also includes 2406, 2420, and 2430 Breslauer Way buildings)	2 patrols
2640 Breslauer Way (also includes 2632, 2634, and 2644 Breslauer Way buildings)	2 patrols
2757 Churn Creek Road	2 patrols

#### Alarm response locations

- A.** 1400 California Street, Redding, CA
- B.** 1810 Market Street, Redding, CA
- C.** 2420 Breslauer Way, Redding, CA
- D.** 2430 Breslauer Way, Redding, CA
- E.** 2460 Breslauer Way, Redding, CA
- F.** 2632 Breslauer Way, Redding, CA
- G.** 2634 Breslauer Way, Redding, CA
- H.** 2640 Breslauer Way, Redding, CA
- I.** 2644 Breslauer Way, Redding, CA

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-11.

**SUBJECT:**

HHSA Year-End Budget Amendment

**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) 229-8425

**STAFF REPORT APPROVED BY:** Tracy Tedder, Branch Director, HHSA Business & Support Services

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

**RECOMMENDATION**

Approve the following 2017-18 Fiscal Year Health and Human Services Agency year-end budget amendments to align projected appropriations and revenue: (1) Increase appropriations by \$850,000 and decrease revenue by \$778,145 in the Mental Health budget, offset with the use of Mental Health-Restricted fund balance; (2) increase revenue by \$350,000 in the Public Health Budget with a corresponding Transfer-In from the Mental Health budget; and (3) decrease revenue by \$325,000 in the Perinatal budget.

**SUMMARY**

A budget amendment is recommended to align the Health and Human Services (HHSA) Fiscal Year (FY) 2017-18 budgeted expenditures and revenues with projected year-end expenditures and revenues.

**DISCUSSION**

The Mental Health budget (BU 410) is projecting to be over budget in overall expenditures, primarily due to an increase in Other Services for inpatient client care and Other Financing Uses for Whole Person Care services that are provided by Public Health. Mental Health is projecting to be under budget in revenue predominantly due to an inadvertent budget duplication for Whole Person Care revenue. This increase in expenditures and decrease in revenue results in a projected increase to the net county cost, and additional use of fund balance, in the amount of \$1,628,145. The FY 2017-18 projected use of fund balance is aligned with the FY 2017-18 budget projections submitted as part of the FY 2018-19 budget request, and utilizes \$350,000 from Mental Health Whole Person Care, \$300,000 from Intergovernmental Revenue (IGT), and \$978,145 from 1991/2011 State Realignment Restricted fund balances.

The Public Health budget (BU 411) is projecting overall revenues and expenditures to be consistent with the current budget with the exception of an increase in Other Financing Sources Transfer-In revenue from Mental Health by \$350,000 for Whole

Person Care services provided by Public Health. This will result in a decrease in net county cost and use of fund balance by \$350,000 in the Public Health fund balance.

The Perinatal Substance Abuse Program budget (BU 425) is projecting overall revenues and expenditures to be consistent with the current budget with the exception of a decrease in IGT revenue by \$325,000 primarily due to a decrease in claimable activities. IGT funds are received in BU 410 and held in the Mental Health Administration fund, therefore, this decrease in revenue to BU 425, which also resides in the Mental Health Administration fund, will not result in additional use of fund balance.

**ALTERNATIVES**

The Board could choose not to approve part, some, or all of the budget amendment.

**OTHER AGENCY INVOLVEMENT**

The Auditor-Controller has reviewed the proposed transfers and accompanying amendments. This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Sufficient fund balances exist to support each of the recommendations. There is no additional General Fund impact with the remainder of the recommendations.

**ATTACHMENTS:**

Description	Upload Date	Description
Year End 17-18 Budget Amendment	5/24/2018	Year End 17-18 Budget Amendment
Year End 17-18 Budgement Amend.Memo	5/24/2018	Year End 17-18 Budgement Amend.Memo

County of Shasta

**Budget Amendment**MENTAL HEALTH

DEPARTMENT NAME

**APPROPRIATIONS**

INCREASE &lt;DECREASE&gt;

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41010	034800	PROF & SPECIAL SERVICES	2,060,069	1,957,900	(102,169)
41010	052016	SUPP/CARE INPATIENT CARE	3,000,000	3,500,000	500,000
41010	088404	C/A MHSA	-2,541,523	-1,541,523	1,000,000
41010	095411	TRANS OUT PUBLIC HEALTH	0	350,000	350,000
41010	035700	SPECIAL DEPARTMENTAL EXP	902,831	5,000	(897,831)
<b>TOTAL</b>					<b>850,000</b>

**REVENUE**

INCREASE &lt;DECREASE&gt;

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD	AMOUNT OF TRANSFER
41001	560996	FED DHCS MENTAL HEALTH GRANT	1,940,355	1,162,210	(778,145)
					0
<b>TOTAL</b>					<b>(778,145)</b>



County of Shasta

**Budget Amendment**PUBLIC HEALTH

DEPARTMENT NAME

**APPROPRIATIONS**

INCREASE &lt;DECREASE&gt;

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

**REVENUE**

INCREASE &lt;DECREASE&gt;

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD	AMOUNT OF TRANSFER
41160	800410	TRANS IN MENTAL HEALTH	0	350,000	350,000
					0
TOTAL					350,000

County of Shasta

**Budget Amendment**

PERINATAL

DEPARTMENT NAME

**APPROPRIATIONS**

INCREASE &lt;DECREASE&gt;

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

**REVENUE**

INCREASE &lt;DECREASE&gt;

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
42500	552104	FEDERAL IGT PHCP REVENUE	325,000	0	(325,000)
					0
TOTAL					(325,000)



# Health and Human Services Agency

Donnell Ewert, M.P.H., Director

## Business and Support Services Branch

Tracy Tedder, Branch Director

1810 Market Street  
Redding, CA 96001-1930  
P.O. Box 496005  
Redding, CA 96049-6005  
Phone: (530) 229-8419  
Fax: (530) 225-5555  
CA Relay Service: (800) 735-2922

## Memorandum

To: Larry Lees, County Executive Officer  
Brian Muir, Auditor-Controller

From: Tracy Tedder, Director, HHSA Business & Support Services

Date: 05/24/18

Subject: Budget Amendment

A handwritten signature in blue ink, appearing to read "Tracy Tedder", is written over the "From:" line of the memorandum.

Please prepare a FY 2017-2018 budget amendment to align the HHSA FY 2017-18 budgets to projected year-end revenue and expenditures per the attached detail. This budget amendment is going to the Board of Supervisors Office for consideration on June 5th.

Thank you.

cc: Terri Howat, County Chief Fiscal Officer  
Julie Hope, Principal Administrative Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-12.

**SUBJECT:**

First Amendment with Partnership HealthPlan of California.

**DEPARTMENT:** Health and Human Services Agency-Children's Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dianna L. Wagner, Branch Director, Children's Services (530) 225-5705

**STAFF REPORT APPROVED BY:** Dianna L. Wagner, Branch Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Partnership HealthPlan of California, Inc., to expand substance use disorder treatment services for Medi-Cal eligible adolescents in Shasta County to extend the end date from June 30, 2018 to December 30, 2018, and retain the maximum compensation of \$150,000.

**SUMMARY**

The proposed First Amendment to extend the end date of the agreement from June 30, 2018 to December 30, 2018 will allow the Health and Human Services Agency (HHS), Children's Services Branch the time necessary to complete the grant project.

**DISCUSSION**

On December 30, 2015 California's Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, was approved by the Centers for Medicare and Medicaid Services (CMS) to transform and improve the quality of care, access, and efficiency of health care services for over 13 million Medi-Cal members.

California's Med-Cal 2020 1115(a) Waiver Demonstration Project (Waiver) allows for increased access to substance use disorder treatment services for adolescents and adults who are eligible for Medi-Cal, including outpatient, intensive outpatient, medication assisted treatment, withdrawal management, short-term residential, case management, and care coordination services.

Partnership HealthPlan of California, Inc. (PHC) is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in several counties in Northern California, under a County Organized Health System model. PHC's mission is to provide its Members with access to quality health care services delivered in a cost effective and compassionate manner.

PHC has developed the Drug Medi-Cal Regional Model to fulfill the purposes of the Waiver for PHC Members in Del Norte, Humboldt, Lake, Lassen, Mendocino, Modoc, Shasta, Siskiyou, Solano, and Trinity counties to fully integrate health care services including, but not limited to, physical health care, mental health care, and substance abuse disorder treatment.

In preparation for possibly becoming involved in administering Drug Medi-Cal benefits, PHC provided grants in 2017 within

the eight-county region to increase substance use disorder treatment options for Medi-Cal beneficiaries. A grant application, as approved by the County Administrative Office, was submitted by HHSA Children’s Services Branch to PHC for funding to secure the expert services of a consultant to assist in establishing a program for substance use disorder treatment services to benefit Medi-Cal eligible Shasta County adolescents. The Board approved the original grant agreement on June 27, 2017.

**ALTERNATIVES**

The Board may choose to consider at a future date or approve with modified terms.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

This agreement represents revenue funding to the HHSA Children’s Services Branch of \$112,500 in the 17/18 fiscal year and \$37,500 in the 18/19 fiscal year; both revenue and appropriations related to this agreement were included in the 17/18 fiscal year Adjusted Budget and the 18/19 fiscal year Requested Budget. There is no additional General Fund impact with the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
PHC First Amendment	5/16/2018	PHC First Amendment



**AMENDMENT NO. 1 TO the MEMORANDUM OF UNDERSTANDING**

**Between**

**Partnership HealthPlan of California ("PHC")  
Shasta County Health and Human Services Agency  
through its**

**Services for Children & Families Branch  
("Health Care Site", "Grantee")**

**Dated July 1, 2017**

This Amendment (the "Amendment") is made by Partnership HealthPlan of California ("PHC") and Shasta County Health and Human Services Agency through its Services for Children & Families Branch ("Health Care Site", "Grantee"), parties to the Memorandum of Understanding for PHC to provide fiscal support by means of a grant to Grantee for Grantee to procure consultant services for the associated costs of an expert to assist Grantee in establishing a new substance use service, and/or to expand the Grantee's existing scope of substance use disorder treatment services for Medi-Cal eligible Shasta County adolescents ("Agreement") dated July 1, 2017. This Amendment is to be effective the last date of signature.

**WHEREAS**, the parties wish to enter into this Amendment No. 1 to extend the Term in Sections 1, 2, and 3 of the Agreement as follows:

Section 1. HEALTH CARE SITE'S OBLIGATIONS, Subsection B, Sub subsection (3) is replaced with the following:

- (3) End of Project Narrative to include Funding Allocation Worksheet, as attached in and incorporated as Attachment A in the original agreement provided by PHC, due by December 30, 2018.

Section 2. FUNDING/PAYMENT SCHEDULE, Subsection A, Sub sub section (2) is replaced with the following:

- (2) 25% (\$37,500.00) of awarded funds paid within thirty (30) days of completion and receipt of End of Project Narrative and required documentation as indicated in this Agreement as due on December 30, 2018.

Section 3. TERM AND TERMINATION, Subsection A is replaced with the following:

- A. The effective date of this MOU is July 1, 2017, and will remain in force up to December 30, 2018.  
Termination of this MOU will be based on funding currently approved. Future potential funding is outside the scope of this MOU.

**FURTHERMORE**, except as specifically modified and amended hereby, all of the terms, provisions, requirements and specifications contained in the Agreement will remain in full force and effect.

This Amendment may be executed by electronic signature or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

**IN WITNESS THEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Amendment to be effective the date indicated above.

<<Signature Page to Follow>>

**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:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.  
County Counsel

  
Alan B. Cox  
Deputy County Counsel

  
James Johnson  
Risk Management Analyst

**PARTNERSHIP HEALTHPLAN  
OF CALIFORNIA ("PHC")**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-13.

**SUBJECT:**

Renewal agreement with Quest Court Investigations.

**DEPARTMENT:** Health and Human Services Agency-Children's Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dianna L. Wagner, Branch Director, Children's Services (530) 225-5705

**STAFF REPORT APPROVED BY:** Dianna L. Wagner, Branch Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a renewal agreement with Lori Price d.b.a. Quest Court Investigations in an amount not to exceed \$110,001 to provide court-ordered investigations for stepparent adoptions and petitions for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**SUMMARY**

Quest Court Investigations prepares, investigates, and files reports pursuant to orders of the Shasta County Superior Court in matters involving stepparent adoptions and petitions filed under Part 4 of Division 12 (commencing with section 7800) of the California Family Code.

**DISCUSSION**

Quest Court Investigations (Quest Court) has provided required investigative reports for both stepparent and independent adoptions to the Shasta County Superior Court for several years. Quest Court completed 334 hours of investigation work July 2017 to March 2018 for step parent adoptions and petitions for 34 unique clients. Quest Court renders to the court a written report of their investigation with a recommendation of the proper disposition to be made in the proceeding in the best interest of the child.

For the purpose of serving the welfare and best interest of a child by providing the stability and security of an adoptive home when those conditions are otherwise missing from the child's life, the court is required to review and consider the written investigative reports from Quest Court before granting or denying an adoption request.

Quest Court Investigations has provided required investigative reports for both stepparent and independent adoptions as filed under Part 4 of Division 12 (commencing with section 7800) of the California Family Code to the Shasta County Superior Court for several years. The California Family Code section 7851.5 provides the courts with the discretion to defer, waive or reduce costs when the payment would cause an economic hardship which would be detrimental to the welfare of the child.

In recent years we have experienced an increase in the number of independent adoptions. The process for independent adoption requires both parents' rights be terminated. This increase in parental right terminations has led to an increase in the actual number of individuals investigated.



In addition to the increased number of independent adoptions, petitioners are choosing to complete the paperwork themselves rather than hiring legal counsel resulting in additional time required by the investigator to guide petitioners in the proper completion of required investigative documents.

**ALTERNATIVES**

The Board may choose not to approve the recommendation, may approve with modified terms or direct the department to engage in competitive procurement to choose a different company, or may defer consideration to a future date.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The department’s Fiscal Year 2018-19 Recommended Budget includes sufficient appropriation authority for the activities described in this agreement. These services are funded through the Child Welfare Services allocation (BU 501), which requires a County share of cost met largely through Realignment. There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Quest Court Investigations Renewal Agreement	5/24/2018	Quest Court Investigations Renewal Agreement

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SHASTA AND  
LORI PRICE DBA QUEST COURT INVESTIGATIONS**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Lori Price dba Quest Court Investigations, a sole proprietorship ("Consultant"), (collectively, the "Parties" and individually a "Party") for the provision of court-ordered investigations involving stepparent adoptions and petitions to have a minor child declared free from parental custody and control.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Conduct investigations and prepare and file reports pursuant to orders of the Shasta County Superior Court ("Court") in matters involving stepparent adoptions and petitions filed under Part 4 of Division 12 (commencing with section 7800) of the California Family Code.
- B. Provide one local telephone number to be given to individuals being investigated to contact Consultant.
- C. Refer individuals being investigated within five business days to the Redding Police Department, the Shasta County Sheriff's Office, or, for residents of the City of Anderson only, the Anderson Police Department, for the purpose of applying to the Department of Justice ("DOJ") for fingerprinting, now known as "Live Scan." In addition, Consultant shall order a DOJ Report and request the results be sent directly to Children's Services.
- D. Complete each investigation and file each report with the Court within 45 calendar days of the original Court referral. Reports shall be presented in the current format used by the Court unless otherwise ordered by the Court.
- E. In cases in which County is the petitioner, testify in Court when requested by County.
- F. Provide stepparents and independent adoptive parents (Prospective Adoptive Parents) with a **LETTER OF ADVISEMENT, EXHIBIT A** attached and incorporated herein, at the time of referral for Live Scan, to notify Prospective Adoptive Parents that they will be billed for the investigative services provided through this agreement. Consultant shall provide the Letter of Adviseement to all Prospective Adoptive Parents who initiate request for adoption subsequent to the full execution of this agreement. Prior to distributing the letter to the Prospective Adoptive Parent, Consultant shall write in the date the Letter of Adviseement is delivered to the Prospective Adoptive Parent.
- G. 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 this agreement and all subcontracts under

this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this 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."

- H. Maintain, in the State of California, and in a form acceptable to County: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Consultant pursuant to this agreement; and (ii) records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 1 of this agreement (collectively, the "Agreement Records"). All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.
- I. Provide all information pertaining to this agreement necessary for reports required by County, and by the state or federal government. Consultant shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this agreement.
- J. Promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County for review and County pre-approval prior to providing services pursuant to this agreement. Consultant shall report all client grievances, and the nature thereof, in writing to the County's Health and Human Services Agency (HHS), Children's Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- K. Take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Consultant shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of agreement funds.
- L. Provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be

relevant to a matter under investigation for potential illegal use of agreement funds.

- M.** Ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- N.** Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A.** County shall meet with Consultant or its delegate for consultation when there is suspected illegal use of funds.
- B.** Compensate Consultant as prescribed in Sections 3 and 4 of this agreement.
- C.** Monitor Consultant's performance to assure compliance with the terms, conditions and specifications of the agreement.
- D.** Provide signed LETTER OF ADVISEMENT, Exhibit A, to Consultant for them to provide to all Prospective Adoptive Parents.

**Section 3. COMPENSATION.**

- A.** Consultant shall be paid at the rate of \$40 per hour after satisfactorily completing the duties as prescribed in this agreement. The hourly rate is deemed to include all direct and indirect cost and expenses, except as listed in paragraphs B. and C. of this Section.
- B.** For travel outside a 25-mile radius of Redding, California, Consultant shall be reimbursed at the Internal Revenue Service standard mileage rate as specified in Section 4.C. of this agreement.
- C.** County will reimburse Consultant for actual costs related to County and Court requested overnight delivery of reports. County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.
- D.** The total compensation payable to Consultant under this agreement shall not exceed \$110,001.
- E.** Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

**Section 4. BILLING AND PAYMENT.**

- A.** Consultant shall submit to HHS Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month, for services rendered the preceding month, an itemized statement or invoice of services rendered and costs incurred, accompanied by original receipts, and for each Prospective Adoptive Parent being investigated, the Prospective Adoptive Parent's name, address, telephone number and date of Letter of Advisement, in a format similar to **EXHIBIT B**, attached and incorporated herein. County shall pay Consultant within 30 days of receipt of a complete, correct, and approved statement or invoice. Consultant shall submit for the final month of this agreement or portion thereof that this agreement was in effect, by the 15th day of the following month, a statement or invoice for services rendered County, accompanied by original receipts. For the purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.
- B.** Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant 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 of overpayment, or other erroneous charges). To the extent that applicable Consultant 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.** Mileage reimbursement to Consultant shall be the standard rate of the Internal Revenue Service of the United States Department of Treasury ("IRS") in effect at the time of the actual mileage was driven by the Consultant providing direct services under this agreement. Invoices that include mileage reimbursement must be accompanied by a mileage log functionally similar to **MILEAGE LOG, EXHIBIT C**, attached and incorporated herein, and include separate mileage for each Prospective Adoptive Parent.
- D.** 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 5. TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning July 1, 2018 and ending June 30, 2019, except as to the final invoice as required by Section 4.A. of this agreement, which shall be due by the 15th day of the final month or portion thereof that this agreement was in effect. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. 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 fiscal year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. 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 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 by County 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.** Either Party may terminate this agreement without cause on 30 days' written notice.
- 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 may terminate this agreement immediately upon oral notice should either Party not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E.** County's right to terminate this agreement may be exercised by the County's Executive Officer or his/her designee, or by County's Director of Health and Human Services Agency or his/her designee.
- F.** 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.
- G.** If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/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 the County's Director of Health and Human Services Agency or his/her designee, 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 attachments, exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. 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 9. 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 ensure 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 10. INDEMNIFICATION.**

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.

#### **Section 11. 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 the 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) 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, and \$2 million aggregate.
- 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 cancelled, 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 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) 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 benefits of County.

**Section 12. SUBCONTRACTORS.**

Consultant shall not subcontract any services to be provided under this agreement without the prior written consent of County. Any subcontract entered into by Consultant in contravention of this provision without the prior written consent of County shall be void. Consultant and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Consultant and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent 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. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by

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Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).

- C. Consultant shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Consultant shall:
  - (1) Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
  - (2) Establish procedures to ensure reporting of child abuse or neglect even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- D. Consultant shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Consultant shall:
  - (1) Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
- E. Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.
- F. 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 comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).

- C. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- D. Consultant shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E. 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.
- F. 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. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.**

- A. Consultant hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.
- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Consultant hereby gives assurance that administrative methods/procedures which have the effect of

subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

- C. By giving this Assurance of Compliance, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

**Section 16. 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 17. 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 18. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, 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 19. 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 20. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers, employees, and agents 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 21. NOTICES.**

- A. Except as provided in Section 6.C. and 6.D. of this agreement (oral notice of termination), 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
	HHSA Children's Services
	Attn: Contracts Unit
	1313 Yuba Street
	Redding, CA 96001
	Phone: (530) 225-5757
	Fax: (530) 225-5190

If to Consultant: General Manager  
Quest Court Investigations  
3090 Fite Circle, Suite 102  
Sacramento, CA 95827  
Phone: (916) 444-8727  
Fax: (916) 444-1846

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.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 22. 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 23. 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 24. 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 25. 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 26. 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 27. CONFIDENTIALITY**

- A. 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 28. CLIENT CONFIDENTIALITY.**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 29. 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 Consultant 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 30. 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

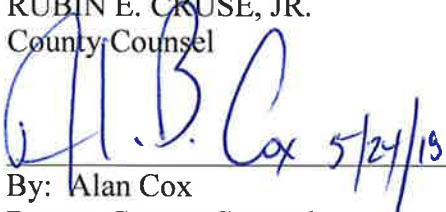
ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors


By: \_\_\_\_\_  
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.  
County Counsel

  
By: Alan Cox  
Deputy County Counsel

  
By: James Johnson  
Risk Management Analyst

Date: 5/21/2018

**CONSULTANT**

  
\_\_\_\_\_  
Lori Price, General Manager  
Quest Court Investigations

On file \_\_\_\_\_  
Federal Tax Identification Number

Date: \_\_\_\_\_

**Dear Prospective Adoptive Parent/Petitioner for Freedom from Parental Custody and Control/Petitioner for Termination of Parental Rights:**

Thank you for deciding to become a prospective adoptive parent. This letter is to inform you that you will receive an invoice from the Shasta County Health and Human Services Agency for the costs of the background investigation (up to \$900) to be conducted by Quest Court Investigations. This investigation is one of the requirements for completing your adoption. These costs will include the time required to conduct the investigation, completion of the report, and for mileage required to complete the investigation. You will be responsible for payment of these costs.

Sincerely,



Dianna L. Wagner  
Branch Director  
Children's Services  
(530) 225-5705  
dwagner@co.shasta.ca.us

"Engaging individuals, families and communities to protect and improve health and wellbeing."  
[www.shastahhsa.net](http://www.shastahhsa.net)

# INVOICE

Bill to:  
HHSA Business and Support Services  
Attn: Accounts Payable  
P.O. Box 496005  
Redding, CA 96049-6005

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[illegible]

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018  
**CATEGORY:** Consent - Health and Human Services-14.  
**SUBJECT:**

California Mental Health Services Authority Sustainability Funding for Suicide Prevention

**DEPARTMENT:** Health and Human Services Agency-Office of the Director

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

**STAFF REPORT APPROVED BY:** Donnell Ewert, Director, Health and Human Services Agency

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions: (1) Approve and authorize payment of invoices from the California Mental Health Services Authority (CalMHSA), a Joint Powers Authority, to spend one percent of Shasta County’s Mental Health Services Act revenue in support of the statewide Prevention and Early Intervention (PEI) Phase III Sustainability Plan in the amount of: (a) \$13,500 for the period July 1, 2017 through June 30, 2018, and (b) \$14,000 for the period July 1, 2018 through June 30, 2019; and (2) approve and authorize the Director of the Health and Human Services Agency, or his/her designated Branch Director or Deputy Branch Director, to approve payment of an invoice in an amount not to exceed \$14,500 from CalMHSA for the PEI Phase III Sustainability Plan for the period July 1, 2019 through June 30, 2020, when it is received.

**SUMMARY**

Approval of the recommendations will allow Shasta County to contribute its share of funding to CalMHSA for ongoing support of the Phase III Plan for statewide PEI initiatives including suicide prevention, destigmatization of mental illness, and student mental health.

**DISCUSSION**

Since 2010, CalMHSA Joint Power Authority member counties have worked together to implement Statewide PEI programs to prevent suicide, reduce stigma and discrimination, and improve student mental health. The initial funding available for these programs was a large one-time state grant and was designated for a four-year period. In April 2013, the CalMHSA Board approved creation of a committee to develop a plan to extend and sustain statewide PEI. Beginning in December 2013, CalMHSA’s member counties have provided sustainability funding for these initiatives in three phases.

In December 2016, the CalMHSA Board approved the \$12.6 million Phase III Sustainability Plan for implementation from July 1, 2017 – June 30, 2020. The Phase III Plan will focus on the implementation of statewide social marketing campaigns and related programs through the following activities: refresh website content, actively engage communities through social media, provide resource navigation, provide technical assistance to counties, create new Spanish language outreach materials, maintain partnerships with higher education institutions, and provide statewide program evaluation. Counties were asked to contribute one to four percent of their annual PEI funding to sustain the statewide public health approach to suicide prevention, destigmatization of mental illness, and student mental health. The recommended amounts represent one percent of Shasta County’s annual PEI revenue.

**ALTERNATIVES**

The Board could choose not to approve the recommendations or could recommend a larger amount of funding be issued to CalMHSA.

**OTHER AGENCY INVOLVEMENT**

Mental health stakeholders have recommended contributing to statewide PEI activities at the one percent level. The recommendations have been reviewed by the County Administrative Office.

**FINANCING**

Services included with this recommendation are funded through the Mental Health Services Act PEI Allocation. There is sufficient budget authority for both Phase III payments (Fiscal Year (FY) 2017-18 and FY 2018-19) included in the Adjusted Budget for FY 2017-18 and Recommended Budget for FY 2018-19. Appropriate budget authority for the FY 2019-20 payment will be requested in the FY 2019-20 budget. There is no General Fund impact with approval of the recommendations.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Health and Human Services-15.

**SUBJECT:**

Revenue agreement for immunization services with the California Department of Public Health

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

**STAFF REPORT APPROVED BY:** Terri Fields Hosler, MPH, RD-Public Health Branch Director

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

**RECOMMENDATION**

Approve and authorize: (1) The Chairman to sign: (a) a retroactive renewal grant agreement, #17-10351, with the California Department of Public Health (CDPH) in the amount of \$382,600 to provide immunization services for the period July 1, 2017 through June 30, 2022; and (b) the Certification Regarding Lobbying; and (2) the Health and Human Services Agency Director or his/her designated Branch Director or Deputy Branch Director: (a) authority to sign the CDPH Contractor's Release form to be attached to the final invoice; and (b) limited authority to execute prospective and retroactive amendments during the term of the agreement that result in a net change of no more than \$38,260, and other documents related to the agreement that do not result in a substantial or functional change to the original intent of the agreement, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

Approval of this five-year agreement will allow the Health and Human Services Agency (HHS)-Public Health to continue to use state funds to continue immunization outreach and enhancement activities in Shasta County through June 30, 2022.

**DISCUSSION**

Federal and state immunization funds continue to be available from CDPH to assist local health jurisdictions to organize and maintain an immunization program to control numerous diseases that can be prevented through immunization such as whooping cough, diphtheria, tetanus, measles, mumps, rubella, polio, meningitis, chickenpox, and influenza. A high level of immunization coverage protects the entire population by creating "community immunity" which helps prevent disease outbreaks from getting started. "Community immunity" protects immunized persons, as well as those who cannot be immunized due to medical contraindications, or have chosen not to be vaccinated.

HHS-Public Health has performed immunization outreach and education services under similar agreements since 1994. Activities within this agreement include outreach to increase the number of children, especially toddlers, who are adequately



immunized; coordination and oversight of immunization assessment activities mandated for Head Start, child care centers, and kindergartens; promotion of immunization with Child Health and Disability Prevention Program providers, Women, Infants and Children program sites, private physician offices, and other agencies that serve young children; conducting a general immunization program which provides Advisory Committee on Immunization Practices recommended vaccines to the general public; and maintenance of a system for reporting vaccine preventable diseases.

In the past five years, changes in school vaccination requirements, CDPH immunization funding, and local efforts have helped to raise the rate of fully vaccinated kindergarten entrants from a low of 77.7% to the current rate of 92.2%. This increase of 14.5% greatly improved “community immunity” against many vaccine preventable diseases in Shasta County. However, since approximately 2,000 new infants are born every year to Shasta County families, the work of immunization is never done and must be continued to protect our community.

**ALTERNATIVES**

Alternatives include not approving this agreement or not authorizing the HHSA Director to sign future amendments and/or the Contractor’s Release form.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Revenues and associated appropriations related to this agreement are included in the FY 2017-18 Adopted Budget and will be included in future budget requests. There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
HHSA.PH.Immunization G Renewal	5/17/2018	HHSA.PH.Immunization G Renewal



State of California—Health and Human Services Agency  
California Department of Public Health



KAREN L. SMITH, MD, MPH  
Director and State Health Officer

EDMUND G. BROWN JR.  
Governor

~~December 28, 2017~~

*April 23, 2018*

Shasta County Health and Human Services Agency  
- Public Health Branch  
Attention: Vanessa Vidovich, RN  
Supervising Public Health Nurse Sr. Health Program Coordinator  
2650 Breslauer Way  
Redding, CA 96001

Subject: Grant Agreement Number 17-10351

Dear Ms. Vidovich:

Please find attached the above-referenced Grant Agreement between the California Department of Public Health and Shasta County Health and Human Services Agency - Public Health Branch for review and signature.

The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. If you encounter any problems please contact me immediately for assistance. Please do not alter this Agreement, but if necessary, all requests for changes/corrections must be submitted to CDPH for Contract Management Unit approval prior to Grantee signature.

To approve this Agreement print, sign and return only the following checked items:

- ☒ **Two (2) original copies of the Grant Agreement, CDPH 1229** (sign page 3 of the Grant Agreement) both copies must bear original signatures. Please return two (2) sets of all three (3) pages of the Grant Agreement, CDPH 1229.
- ☒ **Return (1) original copy of the Exhibit F, #9, Certification Regarding Lobbying** for federally funded grants over \$100,000. This original copy must bear original signature.
- ☒ **One (1) original copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the agreement.**

Federal funding is made available from the Centers for Disease Control, Immunization Grant 93.268.

This agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this agreement is appreciated. For inquiries regarding this agreement, please contact Robina Escalada at (510) 620-3729. Unless

Shasta County Health and Human Services Agency  
- Public Health Branch  
December 28, 2017  
Page 2 of 2

otherwise instructed, do not invoice CDPH for services rendered under this agreement until you receive your copy of the fully executed agreement.

The Centers for Disease Control requires that all federal funds be obligated by December 31, 2017. While the CDPH Immunization Branch will take responsibility to ensure that funds are obligated by the required due date, this requirement cannot be completed without a fully executed agreement. Therefore, in order to complete the process, agreements should be signed and returned to the Immunization Branch as soon as possible.



Robina Escalada  
California Department of Public Health  
Immunization Branch  
850 Marina Bay Pkwy., Bldg. P 2<sup>nd</sup> Floor  
Richmond, CA 94804  
(510) 620-3729

Attachment(s)

**CALIFORNIA IMMUNIZATION PROGRAM**

**RFA # 17-10072 Immunization Local Assistance Grant**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**Shasta County Health and Human Services Agency - Public Health Branch, hereinafter  
"Grantee"**

**Implementing the project, "To assist local health departments (LHDs) in preventing and  
controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),"**  
**hereinafter "Project"**

**GRANT AGREEMENT NUMBER 17-10351**

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 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant number 5NH23IP000717-05-00.

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

**Related Statutes**

California Health & Safety Code sections:

- 120130 requires the Local Health Officers to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officers to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed Three Hundred Eighty-Two Thousand Six Hundred dollars (\$382,600).

**TERM OF GRANT:** The term of the Grant shall begin on July 1, 2017, 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 - Public Health Branch
Immunization Branch Name: Robina Escalada	Name: Vanessa Vidovich, RN, Supervising Public Health Nurse
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Floor	Address: 2650 Breslauer Way
City, ZIP: Richmond, CA 94804	City, ZIP: Redding, CA 96001
Phone: (510) 620-3729	Phone: (530) 225-5621
Fax: (510) 620-3774	Fax: (530) 225-5074
E-mail: Robina.Escalada@cdph.ca.gov	E-mail: vividovich@co.shasta.ca.us

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: Shasta County Health and Human Services Agency - Public Health Branch
Attention: Cindy Klaisle, Sr. Field Representative	Attention: Vanessa Vidovich, RN, Supervising Public Health
Address: 1130 Conroy Lane, Ste. 500	Address: 2650 Breslauer Way
City, Zip: Fresno, CA 95661	City, Zip: Redding, CA 96001
Phone: (530) 886-3679	Phone: (530) 225-5621
Fax: (530) 886-3670	Fax: (530) 225-5074
E-mail: Cindy.Klaisle@cdph.ca.gov	E-mail: vividovich@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  
(The Grant Application provides the description of the project and associated cost)
- Exhibit B      BUDGET DETAIL AND PAYMENT PROVISIONS  
The approved budget supersedes the proposed budget in the Grant Application

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATIONS #17-10072  
Including all the requirements and attachments contained therein

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

**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.

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

Executed By:

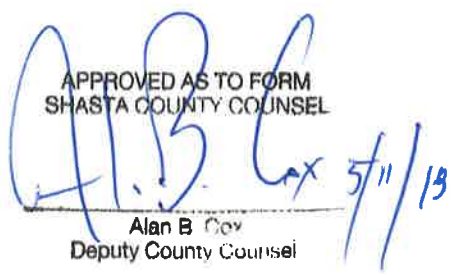
Date: \_\_\_\_\_

\_\_\_\_\_  
Les Baugh, Chairman  
Board of Supervisors, County of Shasta,  
State of California  
1450 Court Street, Suite 308B  
Redding, CA 96001

Date: \_\_\_\_\_

\_\_\_\_\_  
Marshay Gregory, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800- 1804  
Sacramento, CA 95899-7377

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

  
Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROV/  
BY:  05/11/18  
James Johnson  
Risk Management Analyst

Shasta County Health and Human Services Agency - Public Health Branch

Grant #17-10351

Total Pages: 25

# **EXHIBIT A**

# **GRANT APPLICATION**

RFA: #17-10072  
Date: 04/27/2017

<b>CDPH Immunization Branch</b> <b>Fiscal Year 2017- 2022</b> <b>APPLICATION COVER SHEET/CHECKLIST</b>	<b>Form 1</b>
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DATE OF SUBMISSION	08/25/2017
OFFICIAL ORGANIZATION NAME	Shasta County Health and Human Health Agency – Public Health Branch
AGREEMENT NUMBER	(Leave blank. Will be assigned by CDPH/IZ)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Venessa Vidovich	Phone Number: 530-225-5621
E-mail: vvidovich@co.shasta.ca.us	

<b>Type of Application:</b>					
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Continuation	<input type="checkbox"/> Supplement	<input type="checkbox"/> Revision	
<input type="checkbox"/> Supplement	<input type="checkbox"/> Revision				

<b>Budget Period:</b> From: 07/01/2017 To: 06/30/2022	<b>Total Amount Requested for 5 Years:</b> \$ 382,600.00
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<b>Board of Supervisors/Resolution meeting dates for the upcoming 6 months:</b> <u>September 12<sup>th</sup>, 2017</u> <u>September 19<sup>th</sup>, 2017</u> <u>October 10<sup>th</sup>, 2017</u> <u>October 24<sup>th</sup>, 2017</u> <u>November 7<sup>th</sup>, 2017</u> <u>November 21, 2017</u>
--



RFA: #17-10072

Date: 04/27/2017

**Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00**

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this grant is issued.

WADE LEE - FISCAL  
Print Name and Title of Person Signing

Wade Lee  
Signature of Person Signing

9/8/17  
Date

**APPLICATION CONTENTS:**

Application Due by 5:00 p.m., (Pacific Standard Time), May 18, 2017

Please Check

Form 1:	Application Cover Sheet/Checklist	<input checked="" type="checkbox"/>
Form 2:	Grantee Information Form	<input checked="" type="checkbox"/>
Form 3:	Local Project Synopsis	<input checked="" type="checkbox"/>
Form 4:	CDPH Immunization Branch Scope of Work for Local Health Departments	<input checked="" type="checkbox"/>
Form 5:	Exhibit B – Budget	<input checked="" type="checkbox"/>
Form 6:	Payee Data Record	<input checked="" type="checkbox"/>

**NOTE:** The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to [izb.admin@cdph.ca.gov](mailto:izb.admin@cdph.ca.gov) by the submission deadline.

RFA: #17-10072

Date: 04/27/2017

Form 2

## CDPH Immunization Branch Grantee Information Form

Date Form Completed: 08/25/2017

<b>Organization</b>	<b>This is the information that will appear on your grant agreement cover page.</b>
<b>Organization</b>	<p>Federal Tax ID # <u>94-600535</u> Contract/Grant# <u>(will be assigned by IZ/CDPH)</u></p> <p>Data Universal Number System (DUNS) # <u>7991506150000</u></p> <p>Official Organization Name <u>Shasta County Health and Human Service Agency – Public Health Branch</u></p> <p>Mailing Address <u>P.O. Box 496005, Redding, CA 96049</u></p> <p>Street Address (If Different) <u>2650 Breslauer Way, Redding, CA 96001</u></p> <p>County <u>Shasta</u></p> <p>Phone <u>530-225-5591</u> Fax <u>530-225-5074</u></p> <p>Website <u>www.co.shasta.ca.us</u></p>
<b>Grant Signatory</b>	<p style="background-color: #f2f2f2; padding: 5px;">The <b>Grant Signatory</b> has authority to sign the grant agreement cover.</p> <p>Name <u>Les Baugh</u></p> <p>Title <u>Chairman, Board of Supervisors, County of Shasta, State of California</u></p> <p><i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/></p> <p>Mailing Address <u>1450 Court Street, Suite 308B, Redding, CA 96001</u></p> <p>Street Address (If Different) _____</p> <p>Phone <u>530-225-5557</u> Fax <u>530-225-5189</u></p> <p>E-mail <u>ClerkoftheBoard@co.shasta.ca.us</u></p>
<b>Project Director</b>	<p style="background-color: #f2f2f2; padding: 5px;">The <b>Project Director</b> 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 State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.</p> <p>Name <u>Venessa Vidovich, RN</u></p> <p>Title <u>Supervising, Public Health Nurse</u></p> <p><i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/></p> <p>Mailing Address <u>2650 Breslauer Way, Redding, CA 96001</u></p> <p>Street Address (If Different) _____</p> <p>Phone <u>530-225-5621</u> Fax <u>530-225-5074</u></p> <p>E-mail <u>vvidovich@co.shasta.ca.us</u></p>

RFA: #17-10072

Date: 04/27/2017

<b>Payment Receiver</b>	All payments are sent to the attention of this person at the designated address.		
	Name	Shasta County HHSA, BSS	
	Title		
	<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	P.O. Box 496005	
	Street Address (If Different)	1810 Market Street, Redding, CA 96001	
	Phone	530-229-8419	Fax
E-mail			
<b>Fiscal Reporter</b>	The <b>Fiscal Reporter</b> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.		
	Name	Shannon Shaver	
	Title	Accounting Technician	
	<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	P.O. Box 496005	
	Street Address (If Different)	1810 Market Street, Redding, CA 96001	
	Phone	530-225-5064	Fax
E-mail	sshaver@co.shasta.ca.us		
<b>Fiscal Signatory</b>	The <b>Fiscal Signatory</b> has signature authority for invoices and all fiscal documentation reports.		
	Name	Wade Lee	
	Title	Fiscal Program Manager	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/>		
	Mailing Address		
	Street Address (If Different)		
	Phone	530-229-8231	Fax
E-mail	wlee@co.shasta.ca.us		

RFA: #17-10072

Date: 04/27/2017

**CDPH Immunization Branch  
Grant Application  
Local Project Synopsis**

**Form 3**

Name of Grantee:

Shasta County Health and Human Service Agency – Public Health Branch

**1. DESCRIPTION OF SERVICES TO BE PROVIDED:**

Narrative

Shasta County Health and Human Service Agency – Public Health Branch (Shasta Co. HHSA/PH) Conducts a general Immunization program which provides the Public with vaccines that are recommended by the Advisory Committee on Immunization Practices.

Shasta Co. HHSA/PH organizes and maintains a program making Immunizations available to the community that protects children against childhood disease, as well as control disease that are preventable by vaccines.

Shasta Co. HHSA/PH provides guidance and quality assurance to Health Department authorized vaccination sites

Shasta Co. HHSA/PH works to expand immunization services and improve coverage rates among children, adolescents and adults by promoting best practices for immunization and raising awareness about importance of immunization.

Shasta Co. HHSA/PH collaborates with the communicable disease staff to reduce the incidence of perinatal hepatitis-B infection in the population, as well as address vaccine preventable disease outbreaks in the community.

Shasta Co. HHSA/PH assesses compliance with child care and school immunization entry requirements and works to increase childhood immunization rates.

Shasta Co. HHSA/PH enters all patients into CAIR2 and promotes CAIR2 to VFC and NON- VFC providers.

**2. EVALUATION PLANS:**

*All grantees participate in process evaluation per their Scope of Work activities.  
Grantees must complete a quarterly grant report detailing their activities.*

RFA: #17-10072  
Date: 04/27/2017

**Form 4**

**CDPH Immunization Branch  
Scope of Work for Local Health Departments**

**Purpose**

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

**Related Statutes**

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

**Services to be Performed by the Grantee**

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

1) Vaccine Accountability and Management; 2) Improving Vaccine Access and Coverage Rates; 3) Immunization Information Systems; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease; 7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements; and 8) Improve and Maintain Preparedness for an Influenza Pandemic.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH

Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

### **Components, Objectives, Activities**

#### **1) Vaccine Accountability and Management**

**Objective 1.1:** With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities (if clinics are offered by LHD) and partners that receive Immunization Branch (IZB) supplied vaccine (317, Vaccines for Children [VFC], state general fund) to facilitate compliance with current protocols, policies, and procedures for vaccine management, including storage and handling in accordance with manufacturers' specifications and as stated in the following documents: *The VFC Program's Provider Participation Agreement and the Provider Agreement Addendum (VFC and 317 Vaccines)*.

##### **a. Required Activities:**

- i. Provide education and guidance to LHD facility and partner staff regarding the requirements stated in the above documents as needed. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the Clinic Services Document located on the Immunization Coordinator website ([www.izcoordinators.org](http://www.izcoordinators.org)).
- ii. LHDs are responsible for ensuring that their community partners that receive IZB-supplied vaccine are in compliance with all storage and handling requirements.
- iii. Assist LHD facilities and partners receiving IZB-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the IZB-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by local policy, and a sliding scale/fee waiver process must be in place. Signage must be posted in a prominent location which states that those persons eligible to receive IZB-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider.
- iv. In collaboration with LHD facilities and partners, monitor and facilitate compliance with requirements for the use of IZB-supplied vaccine.

##### **b. Suggested Activities:**

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines to the general provider community.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

##### **c. Performance Measures:**

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Documentation of guidance provided to community-based agencies receiving IZB-supplied vaccines from the LHD.

**d. Reporting Requirements:**

- i. Quarterly grant reports
- ii. VFC Recertification

**Objective 1.2:** The Grantee will provide guidance to LHD facilities and partners that receive IZB-supplied (317, VFC, state) vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering, patient eligibility screening, administration, waste minimization, dose accountability and reporting, and annual recertification requirements, as stated in the following documents:

- The VFC Program's Provider Participation Agreement
- *The VFC Program's Provider Agreement Addendum (VFC and 317 Vaccines)*
- *Policy for Provision of IZB-supplied Vaccines to Privately Insured Patients by Local Health Department Jurisdictions* (posted on the Immunization Coordinator website ([www.izcoordinators.org](http://www.izcoordinators.org)))
- *Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Partners* (posted on the Immunization Coordinator website ([www.izcoordinators.org](http://www.izcoordinators.org)))

**a. Required Activities:**

- i. Provide education and guidance to LHD and partner facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of corrective action plans for vaccine loss/waste incidents due to negligence in LHD facilities and partners as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected situations of fraud and/or abuse of IZB-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and partner staff regarding requirements and processes for dose-level tracking/accountability and reporting of IZB-supplied vaccine.
- v. Ensure all doses of IZB-supplied vaccine are entered into California Immunization Registry (CAIR). (See also 3.1.a.ii.)
- vi. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS)<sup>1</sup> for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.
- vii. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Errors Reporting Program (VERP)<sup>2</sup> for reporting vaccine administration errors, so they can be identified and remedied to improve vaccine safety.
- viii. Ensure that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.
- ix. Adhere to protocols for the request and use of 317 supplied vaccine doses during a vaccine-preventable disease outbreak within the county. Notify the CDPH Immunization Branch and request approval for use of 317 supplied vaccines in all populations, prior to the initiation of any control or prevention

<sup>1</sup> <https://vaers.hhs.gov/index>

<sup>2</sup> <http://verp.ismp.org/>

vaccination activity. Submit a summary report of vaccination activities with 317 supplied vaccines 30 days after the conclusion of the event or effort.

**b. Suggested Activities:**

- i. Assist in the management of IZB-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

**c. Performance Measures:**

For LHD immunization clinics and LHD partners

- i. Percentage of doses ordered by vaccine type that were deemed non-viable negligent losses due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

**d. Reporting Requirements:**

- i. Storage and Handling Incident Reports.
- ii. Vaccine Returns and Wastage Reports.
- iii. Vaccine Administration Reports.
- iv. Local Health Department Authorization Request for 317 Vaccine Use during an Outbreak Response.
- v. Summary of Outbreak Response Activities.
- vi. Corrective action plans and implemented grant reports.

**2) Improving Vaccine Access and Coverage Rates**

(See section 4 for Perinatal hepatitis B prevention, section 7 for Compliance with school and child care immunization entry requirements, and section 8 for Influenza immunization.)

**Objective 2.1:** The grantee will promote access to and improve coverage level of ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction, including in LHD facilities and partners.

**a. Required Activities:**

- i. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- ii. Sustain an immunization safety net for the jurisdiction (even if the LHD provides only influenza and outbreak-related vaccination). This will include developing and maintaining a referral list of providers within the jurisdiction that offer no cost or low cost immunization services for adults, adolescents and children, based on insurance status.
- iii. Assist the public with questions and barriers regarding insurance, payment and access to immunization services. Use the *Frequently Asked Questions on Immunization in the Medi-Cal program* to assist Medi-Cal members in accessing immunization services (document can be found on the IZ Coordinators' website: [www.izcoordinators.org](http://www.izcoordinators.org)). As needed, elevate access



- problems to the Medi-Cal managed care plan. If unable to resolve at that level, work with the IZB Field Representative to resolve.
- iv. Work with Medi-Cal managed care plans operating in the local health jurisdiction to:
    - 1) Review at least annually (and revise as needed) the Memorandum of Understanding (MOU) between each Plan and the LHD<sup>3</sup> (and related documents) regarding coordination of immunization services, exchange of medical information, Plan immunization coverage data, billing, and reimbursement.
    - 2) Review at least annually, the immunization coverage rates for Plan members and support Plan efforts to improve rates.
    - 3) Identify and resolve any barriers Plan members face in accessing immunization services.
  - v. Promote adult immunization in the jurisdiction, including through the use of vaccine purchased by Federal 317 funds and provision of technical assistance to priority providers.
  - vi. Utilize CAIR, existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities. (See also 3.1.a.v.)
  - vii. Ensure LHD clinics participating in the VFC Program comply with current immunization schedules, dosages, and contraindications established by the Advisory Committee on Immunization Practices (ACIP); ensure vaccine doses are offered in accordance to those agreed upon as part of the clinic's recertification agreements and populations served at each practice.
- b. Suggested Activities:**
- i. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., new pediatric providers, primary care, juvenile halls, community and school-based clinics and private providers).
  - ii. Promote use of the Adult Implementation Standards (<https://www.cdc.gov/vaccines/hcp/adults/for-practice/standards/index.html>) by adult immunization providers in the jurisdiction.
- c. Performance Measures:**
- i. Number of operating immunization clinics in LHD facilities, along with number of IZB-supplied immunizations administered at each location.
  - ii. #s of individuals vaccinated with IZB-supplied vaccine offered by facilities.
- d. Reporting Requirements:**
- i. Number and hours of operation of LHD immunization clinic sites.
  - ii. Number of immunizations provided by LHD immunization clinics with IZB-funded vaccines and costs to patient.

**Objective 2.2:** To improve the quality and efficiency of immunization services provided by

<sup>3</sup>Mandated by Department of Health Care Services. See Exhibit A, Attachment 8 (Section 12) and Attachment 12 of the boilerplate contract located at:  
<http://www.dhcs.ca.gov/provgovpart/Documents/ImpRegSB2PlanBp32014.pdf>

LHD clinics and partners, participate or follow up on VFC Compliance Visits and Assessment, Feedback, Incentive, eXchange (AFIX) visits, as requested by CDPH staff, to assess and improve adherence to the CDC's Standards for Child and Adolescent Immunization Practices.

**a. Required Activities:**

- i. In conjunction with the CDPH Immunization Branch, participate in and support the compliance visits and AFIX for all LHD facilities within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD clinics and partners to provide assistance with implementation of mandatory corrective action plans.

**b. Suggested Activities:**

- i. Working with the IZB Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites outside the LHD to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Assist and support the VFC Program with conducting follow-up activities as requested.
- iii. Assist in the communication of key VFC Program initiatives, messages, or VFC Tips to local providers in the county as part of any provider community education effort.

**c. Performance Measures:**

- i. Immunization rates of specified cohorts.
- ii. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- iii. Feedback sessions conducted with sites needing additional support.

**d. Reporting Requirements:**

- i. VFC Compliance Visit Reports and Coverage Reports submitted to the CDPH Immunization Branch Senior Field Representative.

**3) Immunization Information Systems**

**Objective 3.1:** The Grantee is to assist in the promotion and implementation of CAIR in the LHD and among providers in the jurisdiction.

**a. Required Activities:**

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through timely direct entry or real time data exchange with the clinics' electronic health records (EHR).
- ii. All LHD clinics must enter all IZB-supplied vaccine doses administered into CAIR. LHDs may apply for a waiver for adult doses only (19+ years) if they are unable to enter influenza doses given at a mass vaccination clinic (either by themselves or a partner). Contact your IZB Field Representative. (See also 1.2.a.v.)

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- iii. Assist with addressing CAIR issues in LHD Immunization Clinics including frequency of use, data quality, and adherence to policies and procedures.
- iv. Refer participating CAIR providers needing assistance to the Local CAIR Representative or CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. At least once per quarter, the Grantee will run CAIR2 reports to identify gaps in immunization coverage. Assessment may be broad based (e.g. all 2 year olds in the LHJ, by race/ethnicity) or focused (e.g. 2 year olds receiving care in Federally Qualified Health Centers [FQHCs], or participating in WIC). See also 2.1.a.vi.

**b. Suggested Activities:**

- i. Assist in promoting CAIR to other LHD-based facilities that give or look up immunizations including sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. Assist CDPH Immunization Branch with addressing implementation issues within these settings.
- ii. Promote CAIR to VFC (including FQHCs) and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
- iii. Promote CAIR to adolescent and adult medical providers.
- iv. Promote CAIR participation (look up) by non-medical sites such as WIC and Welfare agencies, and schools and child care centers within the jurisdiction.
- v. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- vi. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

**c. Performance Measures:**

- i. Timeliness and completeness of LHD Immunization Clinics entering/submitting patients into CAIR.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

**d. Reporting Requirements:**

- i. Percentage of LHD clinics entering/submitting records into CAIR, along with timeframes of entry.

**4) Perinatal Hepatitis B Prevention**

**Objective 4.1:** Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

**a. Required Activities:**

- i. Send annual information to prenatal care providers (CDPH to provide template) on:
  - 1) Screening all pregnant women for hepatitis B surface antigen (HBsAg) as part of the first prenatal laboratory tests;
  - 2) Ordering HBV DNA testing on HBsAg-positive pregnant women and referring women with HBV DNA levels >20,000 IU/mL to a specialist;

- 3) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
  - 4) Reporting HBsAg-positive pregnant women to the LHD within the timeline stated by current California codes and regulations;
  - 5) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal HBV transmission; and
  - 6) Enrollment of the birth hospital as a provider in the VFC program.
- ii. Send annual information to birth hospitals (CDPH to provide template) on:
    - 1) Identifying all pregnant HBsAg-positive on hospital admission;
    - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
    - 3) Developing written policies and procedures or standing orders for the prevention of perinatal HBV infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive women; notification of the LHD if PEP is refused by the parents; and administration of a universal hepatitis B vaccine birth dose; and
    - 4) Optimizing their use of CAIR, including making CAIR disclosure to mothers a routine part of hospital pre-registration, and ensuring that birth hospital Electronic Health Records (EHRs) are successfully exchanging data with CAIR.
  - iii. With LHD Communicable Disease staff, create a method to identify HBsAg-positive pregnant women through laboratory report review.
  - iv. Contact and educate HBsAg-positive pregnant women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
  - v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.
  - vi. Follow-up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt.
  - vii. Follow-up with pediatrician to ensure that post vaccination serologic (PVS) testing occurs at 9 months and document the results.
  - viii. Recommend that infected infants are referred to a gastroenterologist.

**b. Suggested Activities:**

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

**c. Performance Measures:**

- i. Number and percentage of birth hospitals within the jurisdiction providing the universal hepatitis B birth dose in accordance with ACIP recommendations.
- ii. Birth hospitals not offering the universal hepatitis B birth dose have received education regarding the ACIP recommendations.
- iii. Number and percentage of infants born to HBV-infected mothers who have completed PVS testing.
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine that have enrolled in the VFC Program.

**d. Reporting Requirements:**

- i. Report the number and percentage of birthing hospitals that are compliant with ACIP recommendations for providing the universal hepatitis B birth dose.
- ii. Provide updates regarding education and assistance provided to birth hospitals that do not offer the universal hepatitis B birth dose.
- iii. Report the number and percentage of birth hospitals that have successfully enrolled and are actively participating in the VFC Program.
- iv. Report the CAIR provider IDs of all birth hospitals in the LHD (so CDPH can assess/improve data exchange quality).
- v. Report all
  - 1) HBsAg-positive pregnant women;
  - 2) Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
  - 3) HBV-infected infants <24 months of age.

**5) Education, Information, Training, and Partnerships**

**Objective 5.1:** Develop partnerships and collaborative activities in order to expand immunization services, promote best practices, and improve coverage rates among children, adolescents and adults within the jurisdiction.

**a. Required Activities:**

- i. Develop and maintain partnerships and conduct collaborative activities with organizations, clinics, and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, primary care providers, child care providers, schools, juvenile/adult correction facilities, (Women, Infants, and Children) WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**b. Suggested Activities:**

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

**c. Performance Measures:**

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

**d. Reporting Requirements:**

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

**Objective 5.2:** Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community

organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

**a. Required Activities:**

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ resources and the Pink Book Webinar Series to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to subscribe to the EZIZ listserv to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers (to non-VFC providers only if opting to promote VFC Materials Store), schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual provider or community-based-campaign to increase coverage of pediatric, adolescent, adults and/or seasonal influenza immunizations.

NOTE: A *campaign* is defined as coordinated efforts through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., seasonal influenza promotion, encourage Tdap vaccination among pregnant women, etc.). As recommended by the Community Preventative Services Task Force (see [Community Guide](#)), provider and/or community-based interventions should be implemented in combination (involve the use of two or more interventions). As an evidence-based approach to increase vaccination rates within a target population, the Task Force recommends implementing a combination of interventions to both 1) increase public demand and 2) enhance access to vaccination services (may include interventions aimed at providers).

A campaign is considered completed by conducting at least one of the communication activities to increase demand from List A, and at least one of the activities to enhance access to vaccination services in List B.

**List A. Activities that increase public demand for vaccination**

- ☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start
- ☐ Contribute an article to newsletters/bulletins
- ☐ Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH
- ☐ Distribute materials for use at community health fairs/events

- ☐ Post message(s) on social media, such as Facebook and Twitter
- ☐ Post a web banner on your website or other website where audience frequents
- ☐ Advertise your message (outdoor advertising, print, radio, TV, online, text message)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation/training during grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview
- ☐ Other \_\_\_\_\_

**List B. Activities that enhance access to vaccination services (including interventions directed at providers).**

- ☐ Conduct an on-site clinic
- ☐ Support or promote accessible transportation
- ☐ Reduce out-of-pocket costs for vaccine (i.e. voucher program)
- ☐ Increase clinic hours
- ☐ Educate providers (i.e. grand rounds presentation)
- ☐ Conduct provider assessment and feedback
- ☐ Other: \_\_\_\_\_

For additional activities, see Section 2 for Improving Vaccine Access and Coverage

**b. Suggested Activities:**

- i. Evaluate the campaign in terms of target population reached by the communication activities (List A above), and improvements in access to vaccination (List B), or resultant improvements in immunization coverage levels (see section 2 above).
- ii. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, or vaccination documentation requirements.
- iii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iv. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.

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- v. Promote VFC Materials Store among VFC providers to order and share print materials to their staff and patients.
- vi. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

**c. Performance Measures:**

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted. Describe concordant effort to increase access to immunization services.

**d. Reporting Requirements:**

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

**6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)**

**Objective 6.1:** Assist with the prevention, surveillance and control of VPD within the jurisdiction.

**a. Required Activities:**

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. For reporting from LHDs to CDPH, follow these requirements:  
[http://izcoordinators.org/web\\_assets/files/resources/ReportingGuidanceLHJs2016.docx](http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx)
- iii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by CDC and the CDPH Immunization Branch. Quick sheets can be located at:  
[www.getimmunizedca.org](http://www.getimmunizedca.org).
- iv. Support investigation of infant pertussis cases. Inform LHD Maternal, Child and Adolescent program of each new infant case, and work together to contact the mother's prenatal care provider to determine barriers to prenatal Tdap vaccination. Follow up and assist the provider to meet the standard of



care including providing strong recommendations for Tdap and a strong referral for Tdap (if Tdap is not offered on-site). See the prenatal Tdap program letter which sets forth a standard of care:

<http://eziz.org/assets/docs/CDPH-DHCSletterPrenatalTdap.pdf>

- v. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine and assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- vi. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccines. Vaccine should only be administered for outbreak purposes if prior approval is given by CDPH.
- vii. For outbreak investigations that are multijurisdictional, ensure information on cases and exposed contacts is obtained in a timely matter and information on cases or contacts who reside in other jurisdictions is promptly provided to CDPH to provide to affected jurisdictions.

**b. Performance Measures:**

- i. Percentage of cases reported and followed up according to established timelines.

**c. Reporting Requirements:**

- i. Report on activities conducted as part of VPD outbreak control.
- ii. Report cases and suspected cases of VPDs to CDPH according to:  
[http://izcoordinators.org/web\\_assets/files/resources/ReportingGuidanceLHJs2016.docx](http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx)

**7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements**

**Objective 7.1:** Assist the CDPH Immunization Branch with assessing and improving compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

**a. Required Activities:**

- i. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. The *Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities ([www.izcoordinators.org](http://www.izcoordinators.org)).
- ii. Promote child-care and school immunization entry requirements by conducting trainings and/or providing technical assistance for staff of child-care centers and schools, especially those reporting low rates of students with all required immunizations or demonstrating identified gaps or areas of improvement meeting immunization requirements, e.g., those schools with conditional entrant rates of 25% or greater.

- iii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- iv. As requested, conduct selective review site visits to a sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.

**b. Suggested Activities:**

- i. Assist the schools in following up on conditional entrants until the students are brought up to date.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12<sup>th</sup>.

**c. Performance Measures:**

- i. Percentage of school and child care sites in the jurisdiction which have completed the annual immunization assessment.
- ii. Percentage of conditional entrants into kindergartens.
- iii. Percentage of children with all required immunizations.

**d. Reporting Requirements:**

- i. Numbers of schools with whom the LHD worked to lower the proportions of conditional entrants or raise the proportions of students with all required immunizations.
- ii. Percentage of late responders that submitted paperwork.
- iii. Number of schools visited.

**8) Improve and Maintain Preparedness for an Influenza Pandemic**

**Objective 8.1:** Work with new and existing partners to increase demand for (and capacity to provide) seasonal influenza vaccine.

**a. Required Activities:**

- i. Utilize IZB-supplied influenza vaccine in accordance with State Influenza eligibility guidelines; promote and support the use of the vaccine throughout the jurisdiction by LHD facilities, community partners, or mass vaccination clinics.
- ii. Operate or support mass influenza clinics that include immunization of school-aged children.
- iii. Assist partners in using CAIR for submitting and viewing information on seasonal flu vaccine doses administered. Refer to 3.1.a.ii. regarding mandate to enter IZB-supplied flu vaccine doses into CAIR.

**b. Suggested Activities:**

- i. Utilize IZB-supplied 317 vaccines to support a mass immunization exercise, in conjunction with preparedness partners.

- ii. Support efforts of FQHCs, public hospital outpatient clinics, and other health facilities that serve uninsured adults and routinely assess their influenza vaccine coverage data. Support these partners in improving their flu vaccine performance measures, using approaches such as expanded clinic hours, pre-booking state funded flu vaccine, and using CAIR or their EHRs for reminder/recall for patients at high risk for influenza complications.
- iii. Work with long-term care facilities to assess and improve flu immunization coverage levels of staff and residents, especially those that reported outbreaks in the prior flu season.
- iv. Work with prenatal care providers in the LHJ to ensure they stock flu vaccine (or make strong referrals to accessible other sites, such as pharmacies), assess the flu vaccination coverage of their pregnant patients, and make any needed improvements.
- v. Assist the IZB in follow up of VFC providers with inadequate flu vaccine ordering to cover their estimated patients' needs.
- vi. Work with jail medical providers to expand and support flu vaccination efforts of inmates.
- vii. Ensure flu vaccination messages are communicated via other organizations that reach persons at high risk of flu complications, such as WIC for pregnant women.
- viii. Work with healthcare facilities such as hospitals and clinics to improve influenza coverage of healthcare personnel.

**c. Performance Measures:**

- i. Number of individuals vaccinated for influenza.
- ii. Number of mass vaccination exercises completed.

**d. Reporting Requirements:**

- i. Number of influenza immunizations provided with state-funded vaccines and any administration fees or costs to patients.
- ii. Upon request throughout and after the influenza season, the number of doses of influenza administered, age groups of recipients, clinic settings for mass influenza clinics, and doses remaining in inventory.

**Glossary of Acronyms**

<b>Abbreviation or term</b>	<b>Definition</b>
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CDPH	California Department of Public Health
EHR	Electronic Health Record
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

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Form 5

**CDPH Immunization Branch  
Funding Application for Immunization Branch Subvention Grant Funds**

**Exhibit B - Budget**

	Budget (**Year 1) 07/01/2017 to 06/30/2018	Budget (**Year 2) 07/01/2018 to 06/30/2019	Budget (**Year 3) 07/01/2019 to 06/30/2020	Budget (**Year 4) 07/01/2020 to 06/30/2021	Budget (**Year 5) 07/01/2021 to 06/30/2022
I. County of SHASTA	\$ 76,520.00	\$ 76,520.00	\$ 76,520.00	\$ 76,520.00	\$ 76,520.00
II. (Subgrantee, if any)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 76,520.00	\$ 76,520.00	\$ 76,520.00	\$ 76,520.00	\$ 76,520.00

\*Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded

\*\*Program will provide funding source as it becomes available for the subsequent fiscal years.

<b>Total Funding for 5-Year Term:</b>	<b>\$ 382,600.00</b>
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State of California—California Department of Public Health

RFA: #17-10072

Date: 04/27/2017

Form 6

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD 204 (Rev. 6/06) CDPH

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, state, and local (including school districts), are not required to submit this form.						
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</b> County of Shasta, A Political Subdivision of the State of California <b>SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</b> _____ <b>E-MAIL ADDRESS</b> _____ <b>MAILING ADDRESS</b> _____ <b>BUSINESS ADDRESS</b> _____ 1450 Court Street, Suite 238 <b>CITY, STATE, ZIP CODE</b> _____ <b>CITY, STATE, ZIP CODE</b> _____						
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 9 4 - 6 0 0 0 5 3 5  <b>PAYEE ENTITY TYPE</b> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <b>CHECK ONE BOX ONLY</b>	<b>CORPORATION:</b> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input checked="" type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS  <b>ENTER SOCIAL SECURITY NUMBER:</b> _____ (SSN required by authority of California Revenue and Tax Code Section 18646)	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.				
<b>4</b>	<b>PAYEE RESIDENCY TYPE</b> <input checked="" type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.						
<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. <table border="1"> <tr> <td><b>AUTHORIZED PAYER REPRESENTATIVE'S NAME (Type or Print)</b> WADE LEE</td> <td><b>TITLE</b> FISCAL PROGRAM MANAGER</td> </tr> <tr> <td><b>SIGNATURE</b> <i>Wade Lee</i></td> <td> <b>DATE</b> 9/8/17  <b>TELEPHONE</b> (530) 229-8231         </td> </tr> </table>			<b>AUTHORIZED PAYER REPRESENTATIVE'S NAME (Type or Print)</b> WADE LEE	<b>TITLE</b> FISCAL PROGRAM MANAGER	<b>SIGNATURE</b> <i>Wade Lee</i>	<b>DATE</b> 9/8/17 <b>TELEPHONE</b> (530) 229-8231
<b>AUTHORIZED PAYER REPRESENTATIVE'S NAME (Type or Print)</b> WADE LEE	<b>TITLE</b> FISCAL PROGRAM MANAGER						
<b>SIGNATURE</b> <i>Wade Lee</i>	<b>DATE</b> 9/8/17 <b>TELEPHONE</b> (530) 229-8231						
<b>6</b>	<b>Please return completed form to:</b> <b>Department/Office:</b> California Department of Public Health <b>Unit/Section:</b> Immunization Branch <b>Mailing Address:</b> 850 Marina Bay Parkway, Bldg. P, 2nd Floor <b>City/State/ZIP:</b> Richmond, CA 94804 <b>Telephone:</b> (510) 620-3737 <b>FAX:</b> (510) 620-3774						

State of California - California Department of Public Health

**PAYEE DATA RECORD**

STD. 204 (Rev. 6/06)\_CDPH (Page 2)

1	<p><b>Requirement to Complete Payee Data Record, STD. 204</b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
<p><b>Privacy Statement</b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>	

Shasta County Health and Human Services Agency - Public Health Branch  
Grant #17-10351

**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 in triplicate not more frequently than quarterly in arrears to:

Robina Escalada  
California Department of Public Health  
Immunization Branch  
850 Marina Bay Pkwy., Bldg. P, 2<sup>nd</sup> Floor  
Richmond, CA 94804

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.



Shasta County Health and Human Services Agency - Public Health Branch  
Grant #17-10351

**Exhibit B**  
**Budget Detail and Payment Provisions**

**4. Amounts Payable**

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

- 1) \$76,520 for the budget period of 07/01/2017 through 06/30/2018.
- 2) \$76,520 for the budget period of 07/01/2018 through 06/30/2019.
- 3) \$76,520 for the budget period of 07/01/2019 through 06/30/2020.
- 4) \$76,520 for the budget period of 07/01/2020 through 06/30/2021.
- 5) \$76,520 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 sixty (60) 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.

- 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.

Shasta County Health and Human Services Agency - Public Health Branch  
Grant #17-10351  
Total Pages: 41

# **EXHIBIT D**

## **REQUEST FOR APPLICATION #17-10072**



State of California—Health and Human Services Agency  
California Department of Public Health



KAREN L. SMITH, MD, MPH  
Director and State Health Officer

EDMUND G. BROWN JR.  
Governor

DATE: April 24, 2017

TO: Local Health Officers  
Immunization Coordinators  
Receiving Immunization Program Local Assistance Grants

FROM: Maria E. Volk, MPA, Assistant Branch Chief  
Immunization Branch

SUBJECT: Request for Application  
Immunization Local Assistance Grant Funds, Fiscal Year 2017-2022

**GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE**

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the Federal Grant subaward application process to Local Health Department (LHD) grantees for FY 2017-22. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of this grant is to assist LHDs in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

**RELATED STATUTES**

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

**SERVICES TO BE PERFORMED BY THE GRANTEE**

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

**OVERVIEW, GRANT TERMS, AND FUNDING**

This letter provides an overview of the allocation of funding application process. The Immunization Branch has been awarded a Federal Grant through the Centers of Disease Control and Prevention (CDC). As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2017-22. In addition,

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Immunization Branch / Division of Communicable Disease Control  
850 Marina Bay Parkway, Bldg. P, 2<sup>nd</sup> Floor, Richmond, CA 94804  
(510) 620-3737 • FAX (510) 620-3774 • Internet Address: [www.getimmunizedca.org](http://www.getimmunizedca.org)

Local Health Officers  
Immunization Coordinators  
Receiving Immunization Program Local Assistance Grants  
April 24, 2017  
Page 2 of 3

your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds are enclosed.

This year CDPH will be initiating local assistance grants with a five-year term. The award figure for each fiscal year within the five-year term is the same. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from CDC and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes, collaborate efforts and revise the budget to match available funds.

#### **IMMUNIZATION BRANCH FEDERAL AWARD**

Federal Grant Award No.: 5 NH23IP000717-05-00

Award Issue Date: 02/24/2017

Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements

Catalog of Federal Domestic Assistance (CFDA) No.: 93.268

Data Universal Numbering Systems (DUNS) No.: 7991506150000

Total Federal Award to Date: \$38,866,993

Amount Made Available for Local Assistance Subrecipient Awards: \$17,100,000

Year 1 Budget, FY 2017-18: 100% Prevention and Public Health Funds (PPHF)

#### **LHDs ELIGIBLE FOR LOCAL ASSISTANCE:**

The Immunization Branch has determined that the following 60 LHDs are eligible to apply for available funding for Local Immunization Program which supports the State's objectives to control vaccine-preventable diseases.

County of Alameda	County of Los Angeles	County of San Joaquin
County of Alpine	County of Madera	County of San Luis Obispo
County of Amador	County of Marin	County of San Mateo
City of Berkeley	County of Mariposa	County of Santa Barbara
County of Butte	County of Mendocino	County of Santa Clara
County of Calaveras	County of Merced	County of Santa Cruz
County of Colusa	County of Mono	County of Shasta
County of Contra Costa	County of Monterey	County of Sierra
County of Del Norte	County of Napa	County of Siskiyou
County of El Dorado	County of Nevada	County of Solano
County of Fresno	County of Orange	County of Sonoma
County of Glenn	City of Pasadena	County of Stanislaus
County of Humboldt	County of Placer	County of Sutter
County of Imperial	County of Plumas	County of Tehama
County of Inyo	County of Riverside	County of Trinity
County of Kern	County of Sacramento	County of Tulare
County of Kings	County of San Benito	County of Tuolumne
County of Lake	County of San Bernardino	County of Ventura
County of Lassen	County of San Diego	County of Yolo
City of Long Beach	City & County of San Francisco	County of Yuba

Immunization Branch / Division of Communicable Disease Control  
850 Marina Bay Parkway, Bldg. P, 2<sup>nd</sup> Floor, Richmond, CA 94804  
(510) 620-3737 • FAX (510) 620-3774 • Internet Address: [www.getimmunizedca.org](http://www.getimmunizedca.org)



Local Health Officers  
Immunization Coordinators  
Receiving Immunization Program Local Assistance Grants  
April 24, 2017  
Page 3 of 3

**APPLICATION PROCEDURES AND DEADLINES:**

Application must be submitted and received via email by the CDPH Immunization Branch by 5:00 p.m., (Pacific Standard Time), May 15, 2017. Email your application to: [izb.admin@cdph.ca.gov](mailto:izb.admin@cdph.ca.gov), telephone number (510) 620-3737. A completed application must include the following:

- Form 1: Application Cover Sheet/Checklist
- Form 2: Grantee Information Form
- Form 3: Local Project Synopsis
- Form 4: CDPH Immunization Branch Scope of Work for Local Health Departments
- Form 5: Exhibit B – Budget
- Form 6: Payee Data Record

**GRANT AWARD APPEALS PROCEDURES**

An applicant who has submitted an application and was not funded may file an appeal with CDPH Immunization Branch. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation or selection process. There is no dispute process for applications that are submitted late or are incomplete. Appeals shall be limited to the following grounds:

- a) The CDPH Immunization Branch failed to correctly apply the application review process, the format requirements or evaluating the applications as specified in the RFA.
- b) The CDPH Immunization Branch failed to follow the methods for evaluating and scoring the applications as specified in the RFA.

Appeals must be sent by email to [Noemi.Marin@cdph.ca.gov](mailto:Noemi.Marin@cdph.ca.gov) and received within five (5) business days from the date you received notification that your grant application was denied. The CDPH Immunization Branch Chief, or her designee, will then come to a decision based on the written appeal letter. The decision of the CDPH Immunization Branch Chief, or her designee, shall be the final remedy. Appellants will be notified by email with 15 days of the consideration of the written appeal letter. CDPH Immunization Branch reserves the right to award the agreement when it believes all appeals have been resolved, withdrawn, or responded to the satisfaction of the CDPH Immunization Branch.

Thank you.

Enclosures: Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds  
Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00

cc: Perinatal Hepatitis B Coordinators  
State Immunization Branch Field Representatives  
Ruby Escalada, CDPH, Immunization Branch  
Noemi Marin, CDPH, Immunization Branch  
Rossana Ordonez, CDPH, Immunization Branch  
Roland Rafol, CDPH, Immunization Branch

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Immunization Branch / Division of Communicable Disease Control  
850 Marina Bay Parkway, Bldg. P, 2<sup>nd</sup> Floor, Richmond, CA 94804  
(510) 620-3737 → FAX (510) 620-3774 → Internet Address: [www.cdph.ca.gov/immunization](http://www.cdph.ca.gov/immunization)

RFA: #17-10072  
Date: 04/24/2017

**Allowable Uses of  
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

The Centers for Disease Control and Prevention (CDC) developed the following table to assist states and their sub-recipients in preparing budgets that are in compliance with federal grants policies and CDC award requirements. The table was developed using a combination of OMB Circular A-87, PHS Grants Policy Statement 9505, and POB-identified program priorities.

Object Class Category/Expenses	Allowable with 317 operations funds
<b>Personnel</b>	
Salary/wages	x
<b>Fringe</b>	
Compensation/fringe benefits	x
<b>Travel</b>	
State/Local/Regional conference travel expenses	x
Local meetings/conferences (Ad hoc) (excluding meals)	x
In-state travel costs	x
Out of state travel costs (e.g. NIC, Hep B Coordinator's Meeting, Program Managers/PHA Meeting, ACIP meetings, AFIX and VFC trainings, Program Managers Orientation, and other CDC-sponsored immunization program meetings)	x
VFC-only site visits	x
AFIX-only site visits	x
Combined (AFIX & VFC site visits)	x
Perinatal hospital record reviews	x
<b>Equipment*</b>	
Fax machines for vaccine ordering	x
Vaccine storage equipment for VFC vaccine	x
Copy machines	x
*Equipment: an article of tangible nonexpendable personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit.	

RFA:#17-10072  
Date: 04/24/2017

**Allowable Uses of  
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

<b>Supplies</b>	
Vaccine administration supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics)	X
Office supplies-computers, general office (pens, paper, paper clips, etc.), ink cartridges, calculators	X
Personal computers/Laptops/Tablets	X
Pink Books, Red Books, Yellow Books	X
Printers	X
Laboratory supplies (Influenza cultures and PCRs, cultures and molecular, lab media serotyping)	X
Digital data logger with valid certificate of calibration/validation/testing report	X
Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.)	X
<b>Contractual</b>	
State/Local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees). Food is not allowable.	X
Regional/Local meetings	X
General contractual services (e.g., IAPs, local health departments, contractual staff, advisory committee media, provider trainings)	X
GSA Contractual services	X
Other IIS contractual agreements (support, enhancement, upgrades).	X
<b>FA</b>	
Non-CDC Contract vaccines	X
<b>Indirect</b>	
Indirect costs	X
<b>Miscellaneous</b>	
Accounting services	X
Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials)	X
Audit Fees	X
BRFSS Survey	X
Committee meetings (room rental, equipment rental, etc.)	X

RFA: #17-10072  
Date: 04/24/2017

**Allowable Uses of  
317 and Vaccine for Children (VFC) Federal Assistance (FA) Operations Funds**

Communication (electronic/computer transmittal, messenger, postage, local and long distance telephone)	X
Consumer information activities	X
Consumer/provider board participation (travel reimbursement)	X
Data processing	X
Laboratory services (tests conducted for immunization programs)	X
Local service delivery activities	X
Maintenance operation/repairs	X
Malpractice Insurance for volunteers	X
Memberships/subscriptions	X
NIS Oversampling	X
Pagers/cell phones	X
Printing of vaccine accountability forms	X
Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services	X
Public relations	X
Publication/printing costs (all other immunization related publication and printing expenses)	X
Rent (requires explanation of why these costs are not included in the indirect cost rate agreement or cost allocation plan)	X
Shipping (other than vaccine)	X
Shipping (vaccine)	X
Software license/Renewals (ORACLE, etc.)	X
Stipend Reimbursements	X
Toll-free phone lines for vaccine ordering	X
Training costs -- Statewide, staff, providers	X
Translations (translating materials)	X
Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement)	X
VFC enrollment materials	X
VFC provider feedback surveys	X
VIS camera-ready copies	X

RFA: #17-10072  
Date: 04/24/2017

**Non-Allowable Uses of  
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Expense	NOT allowable with federal immunization funds
Honoraria	X
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	X
Alcoholic beverages	X
Building purchases, construction, capital improvements	X
Land purchases	X
Legislative/lobbying activities	X
Bonding	X
Depreciation on use charges	X
Research	X
Fundraising	X
Interest on loans for the acquisition and/or modernization of an existing building	X
Clinical care (non-immunization services)	X
Entertainment	X
Payment of bad debt	X
Dry cleaning	X
Vehicle Purchase	X
Promotional Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups,	X
Purchase of food (unless part of required travel per diem costs)	X

Other restrictions which must be taken into account while writing the budget:

Funds may be spent only for activities and personnel costs that are directly related to the immunization Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement program and will not be funded.

## AWARD ATTACHMENTS

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

5 NH23IP000717-05-00

1. Terms and Conditions— California - IP000717-05

Funding Opportunity Announcement (FOA) Number: CDC-RFA-IP13-130105CONTPPHF17 Award Number: Non-PPHF - 5H23IP000717-05  
Award Type: Cooperative Agreement  
National Center for Immunization and Respiratory Diseases (NCIRD)  
Applicable Cost Principles: 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

### FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security Assistance Appropriations Act, 2017 (Items A through E)

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC

Grantees at [http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

#### **REPORTING REQUIREMENTS**

**Audit Requirement: Domestic Organizations:** An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:  
[https://harvester.census.gov/facides/\(S\(0vkw1zaelvzjibnahocqa5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelvzjibnahocqa5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit  
Electronic Copy to: [OGS.Audit.Resolution@cdc.gov](mailto:OGS.Audit.Resolution@cdc.gov)

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

**Federal Funding Accountability and Transparency Act (FFATA):** In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl)

FFATA: [www.fars.gov](http://www.fars.gov).



Reporting of First-Tier Sub-awards

**Applicability:** Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

**Reporting:** Report each obligating action of this award term to [www.fsrs.gov](http://www.fsrs.gov). For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at [www.fsrs.gov](http://www.fsrs.gov) specify.

**Total Compensation of Recipient Executives:** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received—
  - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm?explorer.event=true>).

Report executive total compensation as part of your registration profile at <http://www.sam.gov>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

**Total Compensation of Sub-recipient Executives:** Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
  - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
  - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.



Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - o Governmental organization, which is a State, local government, or Indian tribe;
  - o Foreign public entity;
  - o Domestic or foreign non-profit organization;
  - o Domestic or foreign for-profit organization;
  - o Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
  - o Salary and bonus
  - o Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - o Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - o Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - o Above-market earnings on deferred compensation which is not tax-qualified.
  - o Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Prevention Fund Reporting Requirements:** This award requires the grantee to complete projects or activities which are funded under the Prevention and Public Health Fund (PPHF) (Section 4002 of Public Law 111-148) and to report on use of PPHF funds provided through this award. Information from these reports will be made available to the public.

Grantees awarded a grant, cooperative agreement, or contract from such funds with a value of \$25,000 or more shall produce reports on a semi-annual basis with a reporting cycle of January 1 - June 30 and July 1 - December 31; and email such reports to the CDC website (template and point of contact to be provided after award) no later than 20 calendar days after the end of each reporting period (i.e. July 20 and January 20, respectively). Grantee reports must reference the NoA number and title of the grant, and include a summary of the activities undertaken and identify any sub-awards (including the purpose of the award and the identity of each sub-recipient).

**Responsibilities for Informing Sub-recipients:** Grantees agree to separately identify each sub-recipient, document the execution date sub-award, date(s) of the disbursement of funds, the Federal award number, any special CFDA number assigned for PPHF fund purposes, and the amount of PPHF funds. When a grantee

awards PPHF funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental PPHF funds from regular sub-awards under the existing program.

#### GENERAL REQUIREMENTS

**Travel Cost:** In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the grantee is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The grantee's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

**Food and Meals:** Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Grantees must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

**Inventions:** Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

**Publications:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, IP000717, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

**Acknowledgment Of Federal Support:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non- governmental sources.

**Copyright Interests Provision:** This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for

up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

**Disclaimer for Conference/Meeting/Seminar Materials:** Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

**Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the grantee without a license agreement setting forth the terms and conditions of use.

**Equipment and Products:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions of applicable grant regulations found at 45 CFR Part 75.

**Federal Information Security Management Act (FISMA):** All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:  
[http://fwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107\\_cong\\_public\\_laws&docid=f:publ347.107.pdf](http://fwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf)

**Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower

protections. 3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

(2) An Inspector General.

(3) The Government Accountability Office.

(4) A Federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.

(6) A court or grand jury.

(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

RFA: #17-10072  
Date: 04/24/2017

CDPH Immunization Branch		Form 1
Fiscal Year 2017-2022		
APPLICATION COVER SHEET/CHECKLIST		

DATE OF SUBMISSION	
OFFICIAL ORGANIZATION NAME	(Please indicate the official county/organization name)
AGREEMENT NUMBER	(Leave blank. Will be assigned by CDPH/IZ)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name:	Phone Number:
E-mail:	

Type of Application:					
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Continuation	<input type="checkbox"/> Supplement	<input type="checkbox"/> Revision	
<input type="checkbox"/> Supplement	<input type="checkbox"/> Revision				

Budget Period:	Total Amount Requested for 5 Years:
From: _____ To: _____	\$ _____

Board of Supervisors/Resolution meeting dates for the upcoming 6 months:				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

RFA: #17-10072  
Date: 04/24/2017

**Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00**

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this grant is issued.

Print Name and Title of Person Signing \_\_\_\_\_ Signature of Person Signing \_\_\_\_\_ Date \_\_\_\_\_

**APPLICATION CONTENTS:**

Application Due by 5:00 p.m.. (Pacific Standard Time), May 15, 2017

Please Check

- |         |   |                          |
|---------|---|--------------------------|
| Form 1: | Application Cover Sheet/Checklist .                                 | <input type="checkbox"/> |
| Form 2: | Grantee Information Form  | <input type="checkbox"/> |
| Form 3: | Local Project Synopsis  | <input type="checkbox"/> |
| Form 4: | CDPH Immunization Branch Scope of Work for Local Health Departments | <input type="checkbox"/> |
| Form 5: | Exhibit B – Budget  | <input type="checkbox"/> |
| Form 6: | Payee Data Record   | <input type="checkbox"/> |

**NOTE:** The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to [izb.admin@cdph.ca.gov](mailto:izb.admin@cdph.ca.gov) by the submission deadline.



RFA: #17-10072  
Date: 04/24/2017

Form 2

CDPH Immunization Branch  
Grantee Information Form

Date Form Completed: \_\_\_\_\_

This is the information that will appear on your grant agreement cover page		
Organization	Federal Tax ID # _____ Contract/Grant# (will be assigned by IZ/CDPH) _____	
	Data Universal Number System (DUNS) # _____	
	Official Organization Name _____	
	Mailing Address _____	
	Street Address (If Different) _____	
	County _____	
	Phone _____ Fax _____	
	Website _____	
	The Grant Signatory has authority to sign the grant agreement cover page	
	Grant Signatory	Name _____
Title _____		
If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>		
Mailing Address _____		
Street Address (If Different) _____		
Phone _____ Fax _____		
E-mail _____		
The Project Director is responsible for all on-the-day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff to receive a programmatic budgetary and accounting plan for the project and will be responsible for the proper dissemination of program information		
Project Director	Name _____	
	Title _____	
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone _____ Fax _____	
	E-mail _____	

Page 1 of 2



RFA: #17-10072  
Date: 04/24/2017

Payment Receiver	All payments are sent to the attention of the person on the designated address.	
	Name	_____
	Title	_____
	<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	_____
	Street Address (If Different)	_____
	Phone	_____ Fax _____
E-mail	_____	
Fiscal Reporter	The Fiscal Reporter prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	_____
	Title	_____
	<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	_____
	Street Address (If Different)	_____
	Phone	_____ Fax _____
E-mail	_____	
Fiscal Signatory	The Fiscal Signatory has signature authority for invoices and all fiscal documentation reports.	
	Name	_____
	Title	_____
	<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	_____
	Street Address (If Different)	_____
	Phone	_____ Fax _____
E-mail	_____	

RFA: #17-10072  
Date: 04/24/2017

**CDPH Immunization Branch  
Grant Application  
Local Project Synopsis**

Form 3

Name of Grantee:

**1. DESCRIPTION OF SERVICES TO BE PROVIDED:**

Narrative

**2. EVALUATION PLANS:**

*All grantees participate in process evaluation per their Scope of Work activities.  
Grantees must complete a quarterly grant report detailing their activities.*

RFA: #17-10072  
Date: 04/24/2017

Form 2

**CDPH Immunization Branch  
Scope of Work for Local Health Departments**

**Purpose**

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

**Related Statutes**

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

**Services to be Performed by the Grantee**

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:  
1) Vaccine Accountability and Management; 2) Improving Vaccine Access and Coverage Rates; 3) Immunization Information Systems; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease; 7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements; and 8) Improve and Maintain Preparedness for an Influenza Pandemic.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH

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Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

**Components, Objectives, Activities**

**1) Vaccine Accountability and Management**

**Objective 1.1:** With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities (if clinics are offered by LHD) and partners that receive Immunization Branch (IZB) supplied vaccine (317, Vaccines for Children [VFC], state general fund) to facilitate compliance with current protocols, policies, and procedures for vaccine management, including storage and handling in accordance with manufacturers' specifications and as stated in the following documents: *The VFC Program's Provider Participation Agreement and the Provider Agreement Addendum (VFC and 317 Vaccines)*.

**a. Required Activities:**

- i. Provide education and guidance to LHD facility and partner staff regarding the requirements stated in the above documents as needed. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the Clinic Services Document located on the Immunization Coordinator website ([www.izcoordinators.org](http://www.izcoordinators.org)).
- ii. LHDs are responsible for ensuring that their community partners that receive IZB-supplied vaccine are in compliance with all storage and handling requirements.
- iii. Assist LHD facilities and partners receiving IZB-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the IZB-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by local policy, and a sliding scale/fee waiver process must be in place. Signage must be posted in a prominent location which states that those persons eligible to receive IZB-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider.
- iv. In collaboration with LHD facilities and partners, monitor and facilitate compliance with requirements for the use of IZB-supplied vaccine.

**b. Suggested Activities:**

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines to the general provider community.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

**c. Performance Measures:**

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Documentation of guidance provided to community-based agencies receiving IZB-supplied vaccines from the LHD.

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**d. Reporting Requirements:**

- i. Quarterly grant reports
- ii. VFC Recertification

**Objective 1.2:** The Grantee will provide guidance to LHD facilities and partners that receive IZB-supplied (317, VFC, state) vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering, patient eligibility screening, administration, waste minimization, dose accountability and reporting, and annual recertification requirements, as stated in the following documents:

- The VFC Program's Provider Participation Agreement
- The VFC Program's Provider Agreement Addendum (VFC and 317 Vaccines)
- Policy for Provision of IZB-supplied Vaccines to Privately Insured Patients by Local Health Department Jurisdictions (posted on the Immunization Coordinator website ([www.izcoordinators.org](http://www.izcoordinators.org)))
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Partners (posted on the Immunization Coordinator website ([www.izcoordinators.org](http://www.izcoordinators.org)))

**a. Required Activities:**

- i. Provide education and guidance to LHD and partner facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of corrective action plans for vaccine loss/waste incidents due to negligence in LHD facilities and partners as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected situations of fraud and/or abuse of IZB-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and partner staff regarding requirements and processes for dose-level tracking/accountability and reporting of IZB-supplied vaccine.
- v. Ensure all doses of IZB-supplied vaccine are entered into California Immunization Registry (CAIR). (See also 3.1.a.ii.)
- vi. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS)<sup>1</sup> for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.
- vii. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Errors Reporting Program (VERP)<sup>2</sup> for reporting vaccine administration errors, so they can be identified and remedied to improve vaccine safety.
- viii. Ensure that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.
- ix. Adhere to protocols for the request and use of 317 supplied vaccine doses during a vaccine-preventable disease outbreak within the county. Notify the CDPH Immunization Branch and request approval for use of 317 supplied vaccines in all populations, prior to the initiation of any control or prevention

<sup>1</sup> <https://vaers.hhs.gov/index>

<sup>2</sup> <http://verp.ismp.org/>

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vaccination activity. Submit a summary report of vaccination activities with 317 supplied vaccines 30 days after the conclusion of the event or effort.

**b. Suggested Activities:**

- i. Assist in the management of IZB-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

**c. Performance Measures:**

For LHD immunization clinics and LHD partners

- i. Percentage of doses ordered by vaccine type that were deemed non-viable negligent losses due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

**d. Reporting Requirements:**

- i. Storage and Handling Incident Reports.
- ii. Vaccine Returns and Wastage Reports.
- iii. Vaccine Administration Reports.
- iv. Local Health Department Authorization Request for 317 Vaccine Use during an Outbreak Response.
- v. Summary of Outbreak Response Activities.
- vi. Corrective action plans and implemented grant reports.

**2) Improving Vaccine Access and Coverage Rates**

(See section 4 for Perinatal hepatitis B prevention, section 7 for Compliance with school and child care immunization entry requirements, and section 8 for Influenza immunization.)

**Objective 2.1:** The grantee will promote access to and improve coverage level of ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction, including in LHD facilities and partners.

**a. Required Activities:**

- i. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- ii. Sustain an immunization safety net for the jurisdiction (even if the LHD provides only influenza and outbreak-related vaccination). This will include developing and maintaining a referral list of providers within the jurisdiction that offer no cost or low cost immunization services for adults, adolescents and children, based on insurance status.
- iii. Assist the public with questions and barriers regarding insurance, payment and access to immunization services. Use the *Frequently Asked Questions on Immunization in the Medi-Cal program* to assist Medi-Cal members in accessing immunization services (document can be found on the IZ Coordinators' website: [www.izcoordinators.org](http://www.izcoordinators.org)). As needed, elevate access

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- problems to the Medi-Cal managed care plan. If unable to resolve at that level, work with the IZB Field Representative to resolve.
- iv. Work with Medi-Cal managed care plans operating in the local health jurisdiction to:
    - 1) Review at least annually (and revise as needed) the Memorandum of Understanding (MOU) between each Plan and the LHD<sup>8</sup> (and related documents) regarding coordination of immunization services, exchange of medical information, Plan immunization coverage data, billing, and reimbursement.
    - 2) Review at least annually, the immunization coverage rates for Plan members and support Plan efforts to improve rates.
    - 3) Identify and resolve any barriers Plan members face in accessing immunization services.
  - v. Promote adult immunization in the jurisdiction, including through the use of vaccine purchased by Federal 317 funds and provision of technical assistance to priority providers.
  - vi. Utilize CAIR, existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities. (See also 3.1.a.v.)
  - vii. Ensure LHD clinics participating in the VFC Program comply with current immunization schedules, dosages, and contraindications established by the Advisory Committee on Immunization Practices (ACIP); ensure vaccine doses are offered in accordance to those agreed upon as part of the clinic's recertification agreements and populations served at each practice.
- b. Suggested Activities:**
- i. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., new pediatric providers, primary care, juvenile halls, community and school-based clinics and private providers).
  - ii. Promote use of the Adult Implementation Standards (<https://www.cdc.gov/vaccines/hcp/adults/for-practice/standards/index.html>) by adult immunization providers in the jurisdiction.
- c. Performance Measures:**
- i. Number of operating immunization clinics in LHD facilities, along with number of IZB-supplied immunizations administered at each location.
  - ii. #s of individuals vaccinated with IZB-supplied vaccine offered by facilities.
- d. Reporting Requirements:**
- i. Number and hours of operation of LHD immunization clinic sites.
  - ii. Number of immunizations provided by LHD immunization clinics with IZB-funded vaccines and costs to patient.

**Objective 2.2:** To improve the quality and efficiency of immunization services provided by

<sup>8</sup>Mandated by Department of Health Care Services. See Exhibit A, Attachment 8 (Section 12) and Attachment 12 of the boilerplate contract located at:  
<http://www.dhcs.ca.gov/provgovpart/Documents/ImpRegSB2PlanBp32014.pdf>

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LHD clinics and partners, participate or follow up on VFC Compliance Visits and Assessment, Feedback, Incentive, eXchange (AFIX) visits, as requested by CDPH staff, to assess and improve adherence to the CDC's Standards for Child and Adolescent Immunization Practices.

**a. Required Activities:**

- i. In conjunction with the CDPH Immunization Branch, participate in and support the compliance visits and AFIX for all LHD facilities within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD clinics and partners to provide assistance with implementation of mandatory corrective action plans.

**b. Suggested Activities:**

- i. Working with the IZB Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites outside the LHD to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Assist and support the VFC Program with conducting follow-up activities as requested.
- iii. Assist in the communication of key VFC Program initiatives, messages, or VFC Tips to local providers in the county as part of any provider community education effort.

**c. Performance Measures:**

- i. Immunization rates of specified cohorts.
- ii. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- iii. Feedback sessions conducted with sites needing additional support.

**d. Reporting Requirements:**

- i. VFC Compliance Visit Reports and Coverage Reports submitted to the CDPH Immunization Branch Senior Field Representative.

**3) Immunization Information Systems**

**Objective 3.1:** The Grantee is to assist in the promotion and implementation of CAIR in the LHD and among providers in the jurisdiction.

**a. Required Activities:**

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through timely direct entry or real time data exchange with the clinics' electronic health records (EHR).
- ii. All LHD clinics must enter all IZB-supplied vaccine doses administered into CAIR. LHDs may apply for a waiver for adult doses only (19+ years) if they are unable to enter influenza doses given at a mass vaccination clinic (either by themselves or a partner). Contact your IZB Field Representative. (See also



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- 1.2.a.v.)
- iii. Assist with addressing CAIR issues in LHD Immunization Clinics including frequency of use, data quality, and adherence to policies and procedures.
  - iv. Refer participating CAIR providers needing assistance to the Local CAIR Representative or CAIR Help Desk for support.
  - v. Participate in CAIR Trainings and/or CAIR Update meetings.
  - vi. At least once per quarter, the Grantee will run CAIR2 reports to identify gaps in immunization coverage. Assessment may be broad based (e.g. all 2 year olds in the LHD, by race/ethnicity) or focused (e.g. 2 year olds receiving care in Federally Qualified Health Centers [FQHCs], or participating in WIC). See also 2.1.a.vi.
- b. **Suggested Activities:**
- i. Assist in promoting CAIR to other LHD-based facilities that give or look up immunizations including sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. Assist CDPH Immunization Branch with addressing implementation issues within these settings.
  - ii. Promote CAIR to VFC (including FQHCs) and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
  - iii. Promote CAIR to adolescent and adult medical providers.
  - iv. Promote CAIR participation (look up) by non-medical sites such as WIC and Welfare agencies, and schools and child care centers within the jurisdiction.
  - v. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
  - vi. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).
- c. **Performance Measures:**
- i. Timeliness and completeness of LHD Immunization Clinics entering/submitting patients into CAIR.
  - ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.
- d. **Reporting Requirements:**
- i. Percentage of LHD clinics entering/submitting records into CAIR, along with timeframes of entry.

**4) Perinatal Hepatitis B Prevention**

**Objective 4.1:** Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

**a. Required Activities:**

- i. Send annual information to prenatal care providers (CDPH to provide template) on:
  - 1) Screening all pregnant women for hepatitis B surface antigen (HBsAg) as part of the first prenatal laboratory tests;
  - 2) Ordering HBV DNA testing on HBsAg-positive pregnant women and

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- referring women with HBV DNA levels >20,000 IU/mL to a specialist;
- 3) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
- 4) Reporting HBsAg-positive pregnant women to the LHD within the timeline stated by current California codes and regulations;
- 5) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal HBV transmission; and
- 6) Enrollment of the birth hospital as a provider in the VFC program.
- ii. Send annual information to birth hospitals (CDPH to provide template) on:
  - 1) Identifying all pregnant HBsAg-positive on hospital admission;
  - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
  - 3) Developing written policies and procedures or standing orders for the prevention of perinatal HBV infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive women; notification of the LHD if PEP is refused by the parents; and administration of a universal hepatitis B vaccine birth dose; and
  - 4) Optimizing their use of CAIR, including making CAIR disclosure to mothers a routine part of hospital pre-registration, and ensuring that birth hospital Electronic Health Records (EHRs) are successfully exchanging data with CAIR.
- iii. With LHD Communicable Disease staff, create a method to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive pregnant women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.
- vi. Follow-up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt.
- vii. Follow-up with pediatrician to ensure that post vaccination serologic (PVS) testing occurs at 9 months and document the results.
- viii. Recommend that infected infants are referred to a gastroenterologist.
- b. **Suggested Activities:**
  - i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.
- c. **Performance Measures:**
  - i. Number and percentage of birth hospitals within the jurisdiction providing the universal hepatitis B birth dose in accordance with ACIP recommendations.
  - ii. Birth hospitals not offering the universal hepatitis B birth dose have received education regarding the ACIP recommendations.
  - iii. Number and percentage of infants born to HBV-infected mothers who have completed PVS testing.
  - iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine that have enrolled in the VFC Program.

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**d. Reporting Requirements:**

- i. Report the number and percentage of birthing hospitals that are compliant with ACIP recommendations for providing the universal hepatitis B birth dose.
- ii. Provide updates regarding education and assistance provided to birth hospitals that do not offer the universal hepatitis B birth dose.
- iii. Report the number and percentage of birth hospitals that have successfully enrolled and are actively participating in the VFC Program.
- iv. Report the CAIR provider IDs of all birth hospitals in the LHD (so CDPH can assess/improve data exchange quality).
- v. Report all
  - 1) HBsAg-positive pregnant women;
  - 2) Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
  - 3) HBV-Infected infants <24 months of age.

**5) Education, Information, Training, and Partnerships**

**Objective 5.1:** Develop partnerships and collaborative activities in order to expand immunization services, promote best practices, and improve coverage rates among children, adolescents and adults within the jurisdiction.

**a. Required Activities:**

- i. Develop and maintain partnerships and conduct collaborative activities with organizations, clinics, and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, primary care providers, child care providers, schools, juvenile/adult correction facilities, (Women, Infants, and Children) WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**b. Suggested Activities:**

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

**c. Performance Measures:**

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

**d. Reporting Requirements:**

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

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**Objective 5.2:** Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

**a. Required Activities:**

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ resources and the Pink Book Webinar Series to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to subscribe to the EZIZ listserv to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers (to non-VFC providers only if opting to promote VFC Materials Store), schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual provider or community-based campaign to increase coverage of pediatric, adolescent, adults and/or seasonal influenza immunizations.

NOTE: A *campaign* is defined as coordinated efforts through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., seasonal influenza promotion, encourage Tdap vaccination among pregnant women, etc.). As recommended by the Community Preventative Services Task Force (see Community Guide), provider and/or community-based interventions should be implemented in combination (involve the use of two or more interventions). As an evidence-based approach to increase vaccination rates within a target population, the Task Force recommends implementing a combination of interventions to both 1) increase public demand and 2) enhance access to vaccination services (may include interventions aimed at providers).

A campaign is considered completed by conducting at least one of the communication activities to increase demand from List A, and at least one of the activities to enhance access to vaccination services in List B.

**List A. Activities that increase public demand for vaccination**

- ☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start
- ☐ Contribute an article to newsletters/bulletins
- ☐ Distribute materials to stakeholders, such as schools, youth programs,

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- providers, WIC, MCAH
- ☐ Distribute materials for use at community health fairs/events
  - ☐ Post message(s) on social media, such as Facebook and Twitter
  - ☐ Post a web banner on your website or other website where audience frequents
  - ☐ Advertise your message (outdoor advertising, print, radio, TV, online, text message)
  - ☐ Conduct a health fair or other community event
  - ☐ Conduct a presentation/training during grand round/in-service for providers
  - ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
  - ☐ Conduct a presentation for a community group (e.g., prenatal class)
  - ☐ Conduct a press event
  - ☐ Issue a press release
  - ☐ Issue a proclamation
  - ☐ Participate in a media interview
  - ☐ Other \_\_\_\_\_

**List B. Activities that enhance access to vaccination services (including interventions directed at providers).**

- ☐ Conduct an on-site clinic
- ☐ Support or promote accessible transportation
- ☐ Reduce out-of-pocket costs for vaccine (i.e. voucher program)
- ☐ Increase clinic hours
- ☐ Educate providers (i.e. grand rounds presentation)
- ☐ Conduct provider assessment and feedback
- ☐ Other: \_\_\_\_\_

For additional activities, see Section 2 for Improving Vaccine Access and Coverage

**b. Suggested Activities:**

- i. Evaluate the campaign in terms of target population reached by the communication activities (List A above), and improvements in access to vaccination (List B), or resultant improvements in immunization coverage levels (see section 2 above).
- ii. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, or vaccination documentation requirements.
- iii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).

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- iv. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- v. Promote VFC Materials Store among VFC providers to order and share print materials to their staff and patients.
- vi. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

**c. Performance Measures:**

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted. Describe concordant effort to increase access to immunization services.

**d. Reporting Requirements:**

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

**6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)**

**Objective 6.1:** Assist with the prevention, surveillance and control of VPD within the jurisdiction.

**a. Required Activities:**

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. For reporting from LHDs to CDPH, follow these requirements:  
<http://www.cdph.ca.gov/HealthInfo/Documents/VPDReportingFromLHDsToCDPH.pdf>
- iii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by CDC and the CDPH Immunization Branch. Quick sheets can be located at:  
[www.getimmunizedca.org](http://www.getimmunizedca.org).



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- iv. Support investigation of infant pertussis cases. Inform LHD Maternal, Child and Adolescent program of each new infant case, and work together to contact the mother's prenatal care provider to determine barriers to prenatal Tdap vaccination. Follow up and assist the provider to meet the standard of care including providing strong recommendations for Tdap and a strong referral for Tdap (if Tdap is not offered on-site). See the prenatal Tdap program letter which sets forth a standard of care:  
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/CDPH-DHCSletterPrenatalTdap.pdf>
- v. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including; securing vaccine and assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- vi. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccines. Vaccine should only be administered for outbreak purposes if prior approval is given by CDPH.
- vii. For outbreak investigations that are multijurisdictional, ensure information on cases and exposed contacts is obtained in a timely matter and information on cases or contacts who reside in other jurisdictions is promptly provided to CDPH to provide to affected jurisdictions.

**b. Performance Measures:**

- i. Percentage of cases reported and followed up according to established timelines.

**c. Reporting Requirements:**

- i. Report on activities conducted as part of VPD outbreak control.
- ii. Report cases and suspected cases of VPDs to CDPH according to:  
<http://www.cdph.ca.gov/HealthInfo/Documents/VPDReportingFromLHDsToCDPH.pdf>

**7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements**

**Objective 7.1:** Assist the CDPH Immunization Branch with assessing and improving compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

**a. Required Activities:**

- i. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. The *Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities ([www.lzcoordinators.org](http://www.lzcoordinators.org)).

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- ii. Promote child-care and school immunization entry requirements by conducting trainings and/or providing technical assistance for staff of child-care centers and schools, especially those reporting low rates of students with all required immunizations or demonstrating identified gaps or areas of improvement meeting immunization requirements, e.g., those schools with conditional entrant rates of 25% or greater.
  - iii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
  - iv. As requested, conduct selective review site visits to a sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- b. Suggested Activities:**
- i. Assist the schools in following up on conditional entrants until the students are brought up to date.
  - ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12<sup>th</sup>.
- c. Performance Measures:**
- i. Percentage of school and child care sites in the jurisdiction which have completed the annual immunization assessment.
  - ii. Percentage of conditional entrants into kindergartens.
  - iii. Percentage of children with all required immunizations.
- d. Reporting Requirements:**
- i. Numbers of schools with whom the LHD worked to lower the proportions of conditional entrants or raise the proportions of students with all required immunizations.
  - ii. Percentage of late responders that submitted paperwork.
  - iii. Number of schools visited.

**8) Improve and Maintain Preparedness for an Influenza Pandemic**

**Objective 8.1:** Work with new and existing partners to increase demand for (and capacity to provide) seasonal influenza vaccine.

- a. Required Activities:**
- i. Utilize IZB-supplied influenza vaccine in accordance with State Influenza eligibility guidelines; promote and support the use of the vaccine throughout the jurisdiction by LHD facilities, community partners, or mass vaccination clinics.
  - ii. Operate or support mass influenza clinics that include immunization of school-aged children.
  - iii. Assist partners in using CAIR for submitting and viewing information on seasonal flu vaccine doses administered. Refer to 3.1.a.ii. regarding mandate



RFA: #17-10072  
Date: 04/24/2017

to enter IZB-supplied flu vaccine doses into CAIR.

**b. Suggested Activities:**

- i. Utilize IZB-supplied 317 vaccines to support a mass immunization exercise, in conjunction with preparedness partners.
- ii. Support efforts of FQHCs, public hospital outpatient clinics, and other health facilities that serve uninsured adults and routinely assess their influenza vaccine coverage data. Support these partners in improving their flu vaccine performance measures, using approaches such as expanded clinic hours, pre-booking state funded flu vaccine, and using CAIR or their EHRs for reminder/recall for patients at high risk for influenza complications.
- iii. Work with long-term care facilities to assess and improve flu immunization coverage levels of staff and residents, especially those that reported outbreaks in the prior flu season.
- iv. Work with prenatal care providers in the LHJ to ensure they stock flu vaccine (or make strong referrals to accessible other sites, such as pharmacies), assess the flu vaccination coverage of their pregnant patients, and make any needed improvements.
- v. Assist the IZB in follow up of VFC providers with inadequate flu vaccine ordering to cover their estimated patients' needs.
- vi. Work with jail medical providers to expand and support flu vaccination efforts of inmates.
- vii. Ensure flu vaccination messages are communicated via other organizations that reach persons at high risk of flu complications, such as WIC for pregnant women.
- viii. Work with healthcare facilities such as hospitals and clinics to improve influenza coverage of healthcare personnel.

**c. Performance Measures:**

- i. Number of individuals vaccinated for influenza.
- ii. Number of mass vaccination exercises completed.

**d. Reporting Requirements:**

- i. Number of influenza immunizations provided with state-funded vaccines and any administration fees or costs to patients.
- ii. Upon request throughout and after the influenza season, the number of doses of influenza administered, age groups of recipients, clinic settings for mass influenza clinics, and doses remaining in inventory.

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### Glossary of Acronyms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CDPH	California Department of Public Health
EHR	Electronic Health Record
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

RFA: #17-10072  
Date: 04/24/2017

Form 5

**CDPH Immunization Branch**  
**Funding Application for Immunization Branch Subvention Grant Funds**

**Exhibit B - Budget**

	Budget Year 1 07/01/2017 to 06/30/2018	Budget Year 2 07/01/2018 to 06/30/2019	Budget Year 3 07/01/2019 to 06/30/2020	Budget Year 4 07/01/2020 to 06/30/2021	Budget Year 5 07/01/2021 to 06/30/2022
I. County of _____	\$ -	\$ -	\$ -	\$ -	\$ -
II. (Subgrantee, if any) _____	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -

\*Year 1 Budget, FY.2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded

\*\*Program will provide funding source as it becomes available for the subsequent fiscal years.

**Total Funding for 5-Year Term: \$ -**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 5/05) CDPH

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E-Mail Address: \_\_\_\_\_

State of California—California Department of Public Health

**PAYEE DATA RECORD**

STD. 204 (Rev. 5/05)\_CDPH (Page 2)

<b>1</b>	<p><b>Requirement to Complete Payee Data Record, STD. 204</b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
<b>2</b>	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
<b>3</b>	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
<b>4</b>	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a></td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>	For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>					
For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>					
<b>5</b>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
<b>6</b>	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p><b>Privacy Statement</b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							

Exhibit E  
Additional Provisions

**1. 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 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.

Exhibit E  
Additional Provisions

- 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.

**2. 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 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.



Exhibit E  
Additional Provisions

**3. 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 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.

California Department of Public Health

Shasta County Health and Human Services Agency - Public Health Branch  
Grant #17-10351

**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

**1. Federal Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

**2. Federal Equal Opportunity Requirements**

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### 3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### 4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### 5. Air or Water Pollution Requirements

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

#### 6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

**b. Prohibition**

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**7. Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

**8. Human Subjects Use Requirements**

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the

CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

#### 10. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).



## California Department of Public Health – Federal Terms and Conditions

## Exhibit F

- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
- (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

**11. Federal Requirements**

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

California Department of Public Health – Federal Terms and Conditions

Exhibit F

Attachment 1

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Shasta County Health and Human Services Agency

Name of Grantee

Les Baugh

Printed Name of Person Signing for Grantee

17-10351

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Chairman, Board of Supervisors, County of Shasta

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health  
Program  
P.O. Box 997377, MS XXX  
Sacramento, CA 95899-XXXX

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

California Department of Public Health – Federal Terms and Conditions

Exhibit F

Attachment 2

**CERTIFICATION REGARDING LOBBYING**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency</b>	<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: ____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10.a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____	
	<b>Print Name:</b> _____	
	<b>Title:</b> _____	
	<b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</b>

## California Department of Public Health – Federal Terms and Conditions

## Exhibit F

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Law and Justice-16.

**SUBJECT:**

First Amendment to the Agreement with HOPE City Redding

**DEPARTMENT:** Probation

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Tracie Neal, Chief Probation Officer (530) 245-6200

**STAFF REPORT APPROVED BY:** Tracie Neal, Chief Probation Officer

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective March 1, 2018, to the agreement with HOPE City Redding, which increases the maximum compensation payable by \$6,000 for Fiscal Year (FY) 2017-18 and \$6,000 for FY 2018-19 (for a new maximum compensation of \$42,000 over the entire term of the agreement) to provide the Nurturing Fathers Program retaining the term January 12, 2017 through June 30, 2017, with two automatic one-year renewals.

**SUMMARY**

HOPE City Redding (HOPE City) provides the Nurturing Fathers Program for the Probation Department. The fiscal year maximum for FY 2017-18 has been met. This amendment will allow the Probation Department to continue to receive these services and allow for additional groups.

**DISCUSSION**

The Nurturing Fathers Program is an evidence-based, 13-week training course designed to teach parenting and nurturing skills to men. Each 2 ½ hour class provides proven, effective skills for healthy family relationships and child development.

The Probation Department hosted a Nurturing Fathers Program facilitator training in June 2016. In attendance was Jackie Durant from HOPE City, and after the training she expressed an interest in HOPE City providing Nurturing Fathers Programming to the Probation Department. The Probation Department has successfully worked with HOPE City and their Neighborhood Court program. Probation staff have reported that HOPE City is reliable and has excellent communication.

On January 17, 2017, Shasta County entered into an agreement with HOPE City Redding to provide the Nurturing Fathers Program with great success. During this time, HOPE City has not only served adult offenders who are fathers, they have also provided services to our male youth who are teen fathers. Seventy-three referrals have been made to the program, and as a result of the success of this program, additional groups were scheduled. Since January, 11 individuals have successfully completed the program, seven individuals are no longer in the program due to no longer being under supervision, and 15 individuals are still in the program. With the additional groups, HOPE City met the agreement's maximum compensation as of

February 28. This amendment, effective March 1, will allow the Probation Department to continue to receive these services for the rest of the fiscal year. This amendment is retroactive due to additional processing time to calculate compensation needed through June 30, 2018, as well as projecting compensation needs for FY 2018-19 to cover the services and meet the requirement to keep adult and youth participants separated from each other.

**ALTERNATIVES**

The Board could decide not to approve the amendment or could request changes to the terms and conditions of the amendment.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation. County Counsel has approved the amendment as to form. There are no modifications to insurance or indemnity; therefore Risk Management review is not applicable.

**FINANCING**

Costs for this amendment are included in the Probation Department’s FY 2017-18 Adopted Budget and FY 2018-19 Requested Budget. There is no additional General Fund impact associated with this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
1st Amendment HOPE City/Nurturing Fathers	5/25/2018	1st Amendment HOPE City/Nurturing Fathers

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND HOPE CITY REDDING FOR  
THE PROVISION OF THE NURTURING FATHERS PROGRAM**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and HOPE City Redding, ("Consultant"), a California corporation (collectively, the "Parties" and individually a "Party").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on January 12, 2017 to provide the Nurturing Fathers Program ("Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount of compensation payable to Consultant by \$6,000 for Fiscal Year 2017-18 and \$6,000 for Fiscal Year 2018-19 for a new maximum compensation of \$42,000 over the entire term of the agreement;

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph B of Section 3. **COMPENSATION.** of the Agreement is amended as of the effective date of this First Amendment to read as follows:

**Section 3. COMPENSATION.**

B. County shall pay Consultant a maximum of \$10,000 for Fiscal Year 2016-17, \$16,000 for Fiscal Year 2017-18, and \$16,000 for Fiscal Year 2018-19 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$42,000.

II. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

III. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of March 1, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

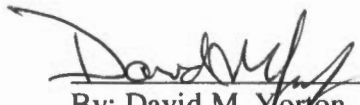
\_\_\_\_\_  
Les Baugh, Chairman  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

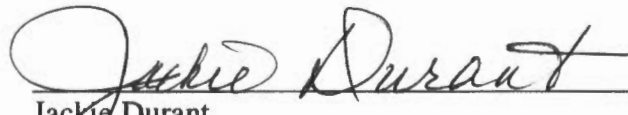
By: \_\_\_\_\_  
Deputy

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

 5/21/18  
By: David M. Yorton, Jr. Date  
Senior Deputy County Counsel

**CONSULTANT**

Date: May 21, 2018

  
Jackie Durant  
President, HOPE City Redding

Tax I.D.#: 47-1670413

First Amendment  
HOPE City/Nurturing Fathers  
2016-2019



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Law and Justice-17.

**SUBJECT:**

Second Amendment to the Agreement with Visions of the Cross for Sober Living Services

**DEPARTMENT:** Probation

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Tracie Neal, Chief Probation Officer (530) 245-6200

**STAFF REPORT APPROVED BY:** Tracie Neal, Chief Probation Officer

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with VOTC, Inc., dba Visions of the Cross, adjusting the maximum compensation for clients referred by Probation for Fiscal Year 2017-18 from \$75,000 to \$100,000, increasing the total agreement maximum compensation by \$25,000 (for a new total agreement maximum compensation of \$574,000) to provide Sober Living, Parent University, and other therapeutic modalities, and retaining the term July 1, 2015 through June 30, 2016, with two automatic one-year renewals.

**SUMMARY**

This amendment will increase Probation's maximum compensation to \$100,000 for Fiscal Year 2017-18, and the agreement's maximum compensation to \$574,000, allowing the Probation Department to continue to benefit from the services that Visions of the Cross provides.

**DISCUSSION**

Visions of the Cross (VOTC) and Shasta County, through its Health and Human Services Agency and Probation Department, entered into the original agreement, executed by the Board of Supervisors on June 9, 2015, with a term from July 1, 2015 to June 30, 2016, with two automatic one-year renewals, and a maximum compensation for Probation client referrals of \$75,000 over the entire term of the agreement, and \$399,000 maximum compensation for the entire agreement, for the provision of sober living services, Parent University, and other therapeutic modalities. The need for sober living services from VOTC for offenders referred by the Probation Department was higher than expected, and the contract maximum was amended on December 6, 2016 to \$75,000 per fiscal year and a maximum compensation of \$549,000.

The Probation Department assesses each offender to determine the offender's top criminogenic needs (those things most likely to be causing criminal behavior). Research has proven that by addressing these needs, the likelihood that the offender will continue committing crimes is significantly decreased. Substance abuse is one of the most prevalent criminogenic needs of the population supervised by Probation. Having a living environment that provides structure and support for offenders while they are in the early stages of sobriety is essential. The objective of VOTC is to provide a safe and sober living environment

for adult men and women seeking a semi-structured, recovering lifestyle. VOTC ensures clients maintain participation in treatment, makes referrals to other services in the community and assists the clients in increasing protective factors in their lives as part of a living environment that balances support with independence so that newly recovering men and women can progress in their recovery and become better prepared to succeed as clean and sober productive members of society.

This amendment will increase the maximum compensation of the agreement by \$25,000 to a new maximum of \$574,000 to allow a greater number of offenders to benefit from the alcohol and drug-free housing that VOTC provides. Over the term of the agreement 81 offenders referred by Probation have been housed by VOTC an average of 90 days. The amendment does not affect the services utilized by the Health and Human Services Agency.

**ALTERNATIVES**

The Board could decide not to approve the amendment or could request changes to the terms and conditions of the amendment.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation. County Counsel has approved the amendment as to form. There are no modifications to insurance or indemnification; therefore, Risk Management review is not applicable.

**FINANCING**

The Probation Department’s FY 2017/18 Adopted Budget includes funding for this amendment. There is no additional General Fund impact associated with this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
2nd Amendment VOTC Sober Living 15-18	5/29/2018	2nd Amendment VOTC Sober Living 15-18

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND VOTC, INC. dba VISIONS OF THE CROSS FOR  
SOBER LIVING, PARENT UNIVERSITY AND OTHER THERAPEUTIC  
MODALITIES**

This Second Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and VOTC, Inc., dba Visions of the Cross, ("Contractor") a California corporation (collectively, the "Parties" and individually a "Party").

**RECITALS**

WHEREAS, County and Contractor have previously entered into an agreement on July 1, 2015 to provide Sober Living, Parent University, and other therapeutic modalities ("Agreement"); and

WHEREAS, the original Agreement was amended on December 6, 2016 to increase the Probation Department maximum to \$75,000 per fiscal year, and the agreement maximum amount payable to \$549,000; and

WHEREAS, County and Contractor desire to amend the Agreement to adjust the maximum amount payable for Clients referred by County's Probation department to \$100,000 for Fiscal Year 2017-18 and increase the maximum compensation payable to Contractor by \$25,000 for a new agreement maximum amount payable of \$574,000;

NOW, THEREFORE, the Agreement is amended as follows:

- I. Paragraphs B and D of Section 4. COMPENSATION of the Agreement is amended as of the effective date of this Second Amendment to read as follows:

**Section 4.     COMPENSATION.**

- B.     In no event shall the maximum amount payable under this agreement for Clients referred by County's Probation Department exceed \$75,000 in Fiscal Year 2015-16, \$75,000 in Fiscal Year 2016-17, and \$100,000 in Fiscal Year 2017-18.
- D.     County shall pay to Contractor a maximum of \$574,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$574,000.

II. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

III. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective as of the last date it is signed by both Parties.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Les Baugh, Chairman  
Board of Supervisors  
County of Shasta  
State of California

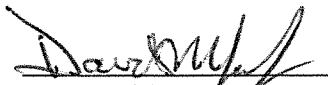
ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

 5/29/18  
By: David M. Yorton, Jr. Date  
Senior Deputy County Counsel

Date: 5-29-18

**CONTRACTOR**

  
Steve Lucarelli  
Executive Director

Tax I.D.#: On File

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Law and Justice-18.

**SUBJECT:**

Amendment to Extend IPSS Agreement

**DEPARTMENT:** Sheriff

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** SheyeAnne Bailey, Project Integration Supervisor (530) 339-7275

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective June 3, 2018, to the agreement with the City of Redding and City of Anderson to add two automatic one-year renewals for the operation of the Integrated Public Safety System (IPSS).

**SUMMARY**

Approval of this amendment will allow the current IPSS agreement functions to continue for another two years as needed while implementation of the new case management system is occurring.

**DISCUSSION**

The County of Shasta, City of Redding and City of Anderson operate the IPSS under a collective agreement. The current iteration of IPSS was formed in 1991. IPSS was formed to consolidate the various records systems and other automated programs which each of the public safety agencies were using to maximize usefulness and sharing of information, reduce redundancy, and make the best use of available personnel resources.

The current IPSS agreement was approved by the Board of Supervisors on June 4, 2013, for a period of five years. The IPSS group is currently in the process of replacing the existing system with a new Spillman Technologies product. The current IPSS agreement needs to be extended to allow the current functionality to continue until it's determined what modifications are needed to the existing IPSS agreement after the implementation of the new system. The amendment is retroactive due to the timing of obtaining multi-agency approvals.

**ALTERNATIVES**

The Board can propose modifications to the amendment.

**OTHER AGENCY INVOLVEMENT**

The City of Redding Mayor has approved the amendment. The City of Anderson City Manager has approved the amendment. The County Administrative Office has reviewed the recommendation. County Counsel has approved the amendment as to form. Risk Management has approved the amendment. The Chief Information Officer (CIO) is aware of the extension request.

**FINANCING**

IPSS costs are included in the Sheriff’s Fiscal Year (FY) 2017-18 Adjusted Budget, FY 2018-19 Recommended Budget, and will be included as applicable in future budgets. There is no additional General Fund impact associated with this request.

**ATTACHMENTS:**

Description	Upload Date	Description
IPSS Amendment - term extension	5/30/2018	IPSS Amendment - term extension

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA, THE CITY OF REDDING, AND CITY OF ANDERSON  
FOR THE OPERATION OF THE INTEGRATED PUBLIC SAFETY SYSTEM**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and the **CITY OF REDDING**, a municipal corporation, ("Redding"), and the **CITY OF ANDERSON**, a municipal corporation, ("Anderson") collectively referred to as the **Parties** or Integrated Public Safety (**IPS**).

**RECITALS**

WHEREAS, the **Parties** have previously entered into an agreement on June 4, 2013, to provide for an Integrated Public Safety System (**IPSS**) ("IPS Agreement"); and

WHEREAS, the **Parties** desire to amend the Agreement to increase the term of the agreement, for two additional one-year terms; and

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 18. TERM**, is amended as of the effective date in its entirety of this First Amendment to read as follows:

Unless terminated by a majority vote of the **IPS** Directors or amended in writing and signed by all **Parties** to modify the term, this Agreement shall terminate five years after its effective date which is the date of the last signatory to this Agreement. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions, unless written notice of non-renewal is provided by any Party to the Other Parties at least 30 days prior to the expiration of the initial term of the then-current term.

**II. REAFFIRMATION**

In all other respects, the IPS Agreement, as amended, and any attachments, remain in full force and effect.

**III. ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between the **Parties**.

**IV. EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of June 3, 2018.



**IN WITNESS WHEREOF**, the **Parties** hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

**ATTEST:**

**CITY OF REDDING**

\_\_\_\_\_  
Pamela Mize, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kristen Schreder, Mayor  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Barry E. DeWalt, City Attorney

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF ANDERSON**

\_\_\_\_\_  
Juanita Barnett, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Kiser, City Manager  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Jody Burgess, City Attorney  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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: Adam Pressman 5/29/18  
Adam Pressman Date  
Senior Deputy County Counsel

By: James Johnson 05/29/18  
James Johnson Date  
Risk Management Analyst III

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Public Works-19.

**SUBJECT:**

Federal Highway Funds – Exchange for State Funds

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Pat Minturn, Public Works Director, (530) 225-5661

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Caltrans authorizing the exchange of \$672,168 in Federal Regional Surface Transportation Program Funds for an equal amount of State Highway Funds in Fiscal Year 2017-18.

**SUMMARY**

The proposed agreement would exchange Federal Highway Funds for less restrictive State Highway Funds.

**DISCUSSION**

Shasta County receives Federal Highway Funds from the Regional Surface Transportation Program (RSTP). Shasta County's current annual entitlement is \$672,168. These funds are subject to stringent terms. Caltrans is willing to exchange these funds for State Highway Funds which have fewer restrictions. Caltrans will use the RSTP funds on major projects which are already federalized.

**ALTERNATIVES**

The Board may decline to exchange the Federal funds. Stringent requirements would limit and delay their use.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

The proposed \$672,168 exchange was anticipated and budgeted in the Adopted 2017/18 Roads budget. There is no General Fund Impact.

ATTACHMENTS:

Description	Upload Date	Description
Caltrans Exchange Agreement	5/23/2018	Caltrans Exchange Agreement

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM  
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

02 SHASTA  
District County

Agreement No. X18-5906(134)  
AMS Adv ID:0218000142

THIS AGREEMENT is made on \_\_\_\_\_, by the COUNTY of SHASTA, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:


I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$572,168.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2017/2018.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
	Accounting Officer	Date 4/17/18
		\$ 672,168.00

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
PROGRAM SUPPLEMENT AND CERTIFICATION FORM  
PSCF (REV. 01/2010)

Page 1 of 1

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 4/17/2018	PROJECT NUMBER: 0218000142
	REQUISITION NUMBER / CONTRACT NUMBER: <b>RQS 021800000328</b>	

FROM:

Department of Transportation

**SUBJECT:**

## Encumbrance Document

VENDOR / LOCAL AGENCY:

COUNTY OF SHASTA

CONTRACT AMOUNT:

**\$ 672,168.00**

**PROCUREMENT TYPE:**

## Local Assistance

[illegible]

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

## II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2017/2018.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

## III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$672,168.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

### D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

#### F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

#### H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF SHASTA

---

Office of Project Implementation  
Division of Local Assistance  
Date:

---

Chair, Board of Supervisors  
Date:

APPROVED AS TO FORM:

David M. Yorton 5/23/18  
DAVID M. YORTON, JR.  
Senior Deputy County Counsel



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Public Works-20.

**SUBJECT:**

West Central Landfill Gas Monitoring Probes – Award Construction Contract

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

**DEPARTMENT CONTACT:** Pat Minturn, Public Works Director, (530) 225-5661

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Award to the lowest responsive and responsible bidder, ABC Liovin Drilling, Inc., on a unit cost basis, the contract for construction on the “West Central Landfill Gas Monitoring Probes,” Contract No. 207512, in the amount of \$57,500.

**SUMMARY**

The low bidder on the West Central Landfill Gas Monitoring Probes project is ABC Liovin Drilling, Inc.

**DISCUSSION**

Five new methane monitoring probes are proposed at West Central Landfill. On May 1, 2018, the Board approved the plans and specifications and initiated the bid process. On May 24, 2018, three bids were received and opened. It is recommended that the Board award the contract to the low bidder, ABC Liovin Drilling, Inc.

**ALTERNATIVES**

The Board may decline to construct the probes at this time. CalRecycle has mandated the work.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the contract documents as to form. Risk Management have reviewed and approved the contract documents. A work plan has been approved by CalRecycle and the Local Enforcement Agency (Shasta County Environmental Health). The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The total cost of this project, including Engineering and contingencies is estimated to be \$125,000. All landfill activities are fee-supported. Adequate funds have been included in the Adopted 2017/18 and the Proposed 2018/2019 Solid Waste Budget.

There is no General Fund impact.

ATTACHMENTS:

Description

Bid Summary Detail

Upload Date

5/24/2018

Description

Bid Summary Detail

BID SUMMARY DETAIL

BID OPENING DATE: May 24, 2018

STATE OF CALIFORNIA  
COUNTY OF SHASTA  
DEPARTMENT OF PUBLIC WORKS

FEDERAL NO.:

PREPARED BY: *[Signature]* DATE: 5/24/18

CHECKED BY: *[Signature]* DATE: 5/24/18

ENGINEER'S ESTM.

SHASTA COUNTY  
PUBLIC WORKS DEPT.

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		1	DRILLING	LF	370	\$ 129.00	\$ 47,730.00
2		2	GAS MONITORING PROBE	LF	650	\$ 36.00	\$ 23,400.00
3		3	ABOVE-GROUND COMPLETION	EA	5	\$ 4,650.00	\$ 23,250.00
TOTALS							\$ 94,380.00

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->

PROJECT:

CONTRACT NO. :

West Central Landfill- Gas Monitoring Probes- 2018  
207512

LOW BIDDER

ABC LIOVIN DRILLING, INC.  
1180 E BURNETT STEET  
SIGNAL HILL, CA 90755  
(562)981-8575

UNIT PRICE	TOTAL
\$ 100.00	\$ 37,000.00
\$ 20.00	\$ 13,000.00
\$ 1,500.00	\$ 7,500.00
	\$ 57,500.00

-39%

2nd BIDDER

DIAMON CORE DRILLING, INC  
PO BOX 491925  
REDDING, CA 96049  
(530)275-8162

UNIT PRICE	TOTAL
\$ 86.00	\$ 31,820.00
\$ 39.00	\$ 25,350.00
\$ 700.00	\$ 3,500.00
	\$ 60,670.00

-36%

3rd BIDDER

ENLOE DRILLING AND PUMPS, INC  
6845 GRANDA DR  
REDDING, CA 96002  
(530)964-2807

UNIT PRICE	TOTAL
\$ 54.00	\$ 19,980.00
\$ 30.00	\$ 19,500.00
\$ 15,000.00	\$ 75,000.00
	\$ 114,480.00

21%

\* Math Error on Bid

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018  
**CATEGORY:** Consent - Other Departments-21.

**SUBJECT:**

Award Bid and Process Budget Amendment for Vehicle Purchase, Correction, and Revenue Recognition

**DEPARTMENT:** Agricultural Commissioner/Sealer of Weights and Measures  
Public Works

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Paul Kjos, Agricultural Commissioner (530) 224-4949

**STAFF REPORT APPROVED BY:** Paul Kjos, Agricultural Commissioner; Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Take the following actions: (1) Approve and authorize the purchase of one Dodge Journey; (2) award to the low bidder, SJ Denham of Redding, California, the purchase of one Dodge Journey for a total price of \$27,735.06 (including taxes and fees); and (3) approve budget amendments which: (a) increases appropriations by \$27,736 and revenue by \$40,431 in the Agricultural Commissioner/Sealer of Weights and Measures budget; and (b) increases revenue by \$27,736 in the Fleet Management Replacement budget.

**SUMMARY**

The department has received unanticipated Unclaimed Gas Tax revenue this fiscal year and is proposing to use a portion of these funds to replace an aging vehicle. The use of these funds for this purpose will assist the department in meeting its Maintenance of Effort (MOE) as required by Food and Agricultural Code Section 224.5. The proposed budget amendment will recognize the new revenue, provide for the purchase of one new vehicle, and make a minor budgetary correction.

**DISCUSSION**

The department's largest source of revenue, outside of the County's General Fund, is Unclaimed Gas Tax. Gas taxes are collected by the State of California and those taxes that are attributable to the off road use of gas powered engines for agricultural purposes are eligible for refund. Many fuel purchasers do not choose to claim the refund and millions of dollars go unclaimed annually. A portion of these unclaimed funds are then transferred from the California Department of Transportation (CalTrans) to the California Department of Food & Agriculture (CDFA) and the Department of Pesticide Regulations (DPR) and in turn, most of this money is distributed to counties for the purpose of partially reimbursing counties for expenditures on specified agricultural programs of mutual state and county responsibility. These programs are defined in Food and Agricultural Code Section 2282.

Each year, funds from this source are allocated to individual counties based on the total dollars available for distribution and each county's previous year's net cost for agricultural programs. Based on this distribution methodology, counties having a

high net county cost for these programs compared to all other counties receive the highest unclaimed gas tax reimbursement. The CDFA is unable to determine the specific distribution for each county until late spring of each fiscal year, after the financial reports submitted by counties have been analyzed.

Because of the timing of these disbursements it is very difficult to accurately estimate this revenue source in the budget preparation process. We were recently notified that Shasta County’s portion of UGT is \$315,931 or \$40,431 more than the anticipated \$275,500 that was included in the FY 2017-18 Adopted Budget. The budget amendment will recognize the additional revenue in the amount of \$40,431. It is requested that a portion of the new revenue be used for Fleet Management to purchase a replacement vehicle for the department in the amount of \$27,735.06. Bids were solicited for a vehicle to replace an aging Ford Escape. Four bids were received. The low bidder was SJ Denham of Redding. The proposed vehicle is a Dodge Journey for a total price of \$27,735.06 (includes taxes and fees).

This action will assist the department in replacing an aging vehicle while meeting the statutory maintenance of effort requirement now required to be eligible to receive UGT. Counties are now statutorily required to maintain general fund support for agricultural programs that is at least equal to the average amount expended for the five preceding fiscal years, unless the county is facing an unusual financial hardship (FAC 224.5).

The budget amendment includes a net zero modification to add \$15 to the “Other Charges” object level to cover property taxes and assessments for FY 2017-18.

**ALTERNATIVES**

The Board may choose to approve the requests, modify or reject the requests. Approval is recommended since it will minimize the negative impacts of a reduced County cost for agricultural programs in next year’s budget and will provide the resources needed by the department.

**OTHER AGENCY INVOLVEMENT**

The Auditor has reviewed the recommendation. Shasta County Public Works has reviewed the recommendation and approves the increase in the Fleet Management replacement vehicle fund to purchase a replacement vehicle. The County Administrative Office has reviewed this recommendation.

**FINANCING**

The department has received unanticipated revenue this fiscal year from UGT. This will result in a reduction in the department’s net county cost for FY 2017-18 as any unspent UGT will fall to the General Fund. While this benefits the County’s General Fund, this situation could lead to a decline in UGT anticipated for next fiscal year since next year’s UGT revenue is based on the net County cost for agricultural programs this fiscal year.

**ATTACHMENTS:**

Description	Upload Date	Description
Auditor Memo and worksheet	5/15/2018	Auditor Memo and worksheet

# INTER-OFFICE MEMORANDUM

OFFICE OF:  
**PAUL KJOS**  
**AGRICULTURAL COMMISSIONER/SEALER**  
Phone: 224-4949 Fax: 224-4951

TO: Brian Muir, Auditor/Controller

FROM: Paul Kjos, Agricultural Commissioner/Sealer  
Patrick Minturn, Public Works Director

SUBJECT: Budget Amendment

DATE: May 15, 2018

\*\*\*\*\*

Attached is a budget amendment worksheet requesting an amendment to the Agricultural Commissioner/Sealer and Public Works-Fleet budget units. The request will budget for the purchase of a County vehicle for Ag, recognize Unclaimed Gas Tax revenue for Ag, and address an object level issue in Ag.

This request is scheduled to be presented to the Board for their consideration on June 5, 2018. Pat Minturn has reviewed the staff report and concurs with the fleet requests. Please contact me if you have any questions.

Attachment

Cc: Pat Minturn, Public Works Director  
Elaine Grossman, Senior Administrative Analyst  
Ayla Tucker, Administrative Analyst  
Frank Costa, Supervising Accountant  
Ken Cristobal, Deputy Public Works Director – Admin.

Ag Commissioner & Sealer of W/M

DEPARTMENT NAME

**APPROPRIATIONS**

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28000	095940	TRAN OUT FLEET MGMT	0	27,736	27,736
28000	050800	TAXES & ASSESSMENTS	0	15	15
28000	035528	MINOR EQP SOFTWARE	500	485	(15)
<b>TOTAL</b>					<b>27,736</b>

**REVENUE**

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28000	539200	STATE UNCLAIMED GAS TAX	275,500	315,931	40,431
<b>TOTAL</b>					<b>40,431</b>

Fleet Management Replacement

DEPARTMENT NAME

**REVENUE**

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
94001	800280	TRANS IN AG COMM	0	27,736	27,736
<b>TOTAL</b>					<b>27,736</b>

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Consent - Other Departments-22.

**SUBJECT:**

Budget Amendment

**DEPARTMENT:** County Service Area No. 1-County Fire

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Julia Hayen, Staff Services Analyst (530) 225-2516

**STAFF REPORT APPROVED BY:** Mike Hebrard, Fire Warden, (530) 225-2418

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

**RECOMMENDATION**

Take the following actions for the purchase of a fire engine: (1) Approve a net zero budget amendment transferring appropriations in the amount of \$233,000 within the CSA No. 1, County Fire budget; and (2) approve and authorize the purchase of a fire engine through Derotic Emergency Equipment, under the California Department of General Services (DGS) contract, in the amount of \$428,916.

**SUMMARY**

Shasta County Fire Department (SCFD) would like to purchase a fire engine. SCFD recommends the Board approve the purchase and a net zero budget amendment to realign the SCFD budget for this purchase.

**DISCUSSION**

SCFD has the opportunity to purchase a fire engine currently under construction for a total purchase price of \$428,916, including tax and delivery. The price of these specialized vehicles continues to increase dramatically. By making the purchase now, County Fire will be able to purchase the vehicle for approximately \$40,000 less than if we delay until the new fiscal year. Also, the minimum industry standard for vehicle delivery is 180-270 days. Because this vehicle is currently under construction, it can be delivered within 90 days.

SCFD requests the Board approve the purchase of the fire engine from Derotic Emergency Equipment, the authorized dealer for HME Fire Engines under a competitive contract awarded through DGS. This capital asset purchase was included as part of the Fiscal Year 17/18 Adopted Budget. The budget adjustment is necessary to fully fund the purchase due to other budget adjustments during the current fiscal year.

**ALTERNATIVES**



The Board of Supervisors may request additional information about the fire engine purchase or budget amendment. The Board could decline to approve the purchase. This is not recommended because any future purchase of the same equipment would be at a substantially higher cost.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation. County Purchasing has reviewed this recommendation. The Auditor’s Office will process the budget amendment with Board approval.

**FINANCING**

The requested budget amendment is a net zero transfer of appropriations. County Fire will only purchase two Water Tenders this fiscal year, and those appropriations have been expended and encumbered.

This budget amendment will realign County Fire appropriations with actual expenses incurred, and allow County Fire to complete the fiscal year within the Adjusted Budget. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Budget Amendment	5/23/2018	Budget Amendment

## SHASTA COUNTY FIRE DEPARTMENT

### Memorandum

**To:** Brian Muir  
Auditor-Controller

**Date:** May 23, 2018

**From:** Mike Hebrard  
Shasta County Fire Warden



**Subject:** Budget Amendment

Shasta County Fire Department would like to request a budget amendment transferring appropriations in the amount of \$233,000. County Fire has the opportunity to purchase a fire engine currently under construction with a much shorter delivery period. These funds will be a transfer from the Capital Asset 3 Water Tenders account to the 2 Fire Engines account.

It is anticipated this item will be presented to the Board of Supervisors for approval at the June 5, 2018 meeting.

County Fire would like to make the following budget amendments:

065346 – 3 Water Tenders – Decrease appropriations \$233,000.  
065165 – 2 Fire Engines – Increase appropriations by \$233,000.

If you have any questions, please feel free to contact Julia Hayen at 225-2516.

Attachment

cc: Ayla Tucker, Administrative Analyst

County of Shasta

Budget Amendment

CSA #1-County Fire

Department Name

**Appropriations**

Increase &lt;Decrease&gt;

Fund/Budget Unit Number	Account Number/ Description	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00391	065346 3 Water Tenders	727,134	494,134	(233,000)
00391	065165 2 Fire Engines	196,000	429,000	233,000
Total				0

**Revenue**

Increase &lt;Decrease&gt;

Fund/Budget Unit Number	Account Number/ Description	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
Total				0

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Regular - General Government-4.

**SUBJECT:**

N/A

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
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 opposition to proposals to revise or reduce wildfire liabilities for responsible parties; 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

Letter re: draft liability concerns

6/1/2018

Letter re: draft liability  
concerns

## BOARD OF SUPERVISORS

1450 Court Street, Suite 308B  
Redding, California 96001-1673  
(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

June 5, 2018

The Honorable Edmund G. Brown  
Governor of California  
State Capitol, Suite 1173  
Sacramento, CA 95814

The Honorable Anthony Rendon  
Speaker of the Assembly  
State Capitol, Room 219  
Sacramento, C 95814

The Honorable Toni Atkins  
Senate President Pro Tempore  
State Capitol, Room 205  
Sacramento, CA 95814

The Honorable Patricia Bates  
Senate Republican Leader  
State Capitol, Room 305  
Sacramento, CA 95814

The Honorable Brian Dahle  
Assembly Republican Leader  
State Capitol, Room 3104  
Sacramento, CA 94814

### **RE: Proposals to Revise or Reduce Wildfire Liabilities for Responsible Parties**

Dear Governor Brown and Legislative Leaders:

We, the undersigned County Supervisors, Mayors, City Council Members, and Associations, write to express our collective concern about potential efforts to revise constitutional protections under the “inverse condemnation” laws and long-standing liability statutes related to the causes of fire.

For decades, local governments could rely on the law and the courts to make cities and counties, and their constituents and businesses, whole after a disaster caused by a utility. Now a recent letter from the private utilities, and some of their public counterparts, seeks legislative action to reduce their liability. This is alarming as it seeks to change our long-standing constitutional protections.

Inverse condemnation is protected by our constitution as the flip side of eminent domain, the process by which a government agency can take property for public benefit as long as the property owner is adequately compensated. The inverse means that if property is damaged by public benefit-providing electricity, damages can be sought. Our courts have applied this principle to private utilities as they share the benefits and privileges of government-owned electric service providers. This provision

June 5, 2018

Page 2 of 2

creates a strong incentive for utilities to ensure that all measures are taken to provide adequate clearances and safety measures to protect the ratepayers and residents of the areas we collectively serve.

As our climate continues to warm and we work diligently to reduce our greenhouse gas (GHG) emissions, we must also work to become more resilient in the face of extreme weather events, forest fires, flooding and other natural disasters. Local governments have been experiencing these challenges for some time. The drought California recently suffered began several years ago and was followed by an extraordinarily wet winter season. These extreme weather events have caused challenges for local government emergency services, public works and public safety for years. However, we continue to learn from the challenges and implement new policies, evolving with these events, to stay prepared.

For example, the dramatic rise in tree mortality spurred many County Boards of Supervisors to declare local states of emergencies, which then prompted the Governor to declare a state of emergency in California to address this rising crisis. The Administration convened a task force to address this issue three years ago, and we have been working together since then to implement policies and direct resources to better prepare and protect our communities and our environment. We agree with the Governor's March 13<sup>th</sup> press release that more collectively needs to be done to bolster climate resilience and improve disaster planning, management and response. We stand ready to partner with the state and all other stakeholders to do more to protect our state and all Californians from the threat of natural disasters and climate change.

Please consider the historical context of major fires in the last decade:

- ✓ The 2007 fires in San Diego County were caused by utility violations of state law.
- ✓ The 2015 Butte Fire was caused by utility violation of state law.
- ✓ Three of the four October 2017 fires – whose investigations Cal Fire released last Friday – were found to be started as a result of violations of state law.

Climate change may contribute to the behavior of fires after they start, but the cause in nearly every case is failure to abide the Public Resources Code 4293 which states: *any person that owns, controls, operates, or maintains any electrical transmission or distribution line... maintain a clearance... in all directions between all vegetation and all conductors which are carrying electric current...Dead trees, old decadent or rotten trees, trees weakened by decay or disease and trees or portions thereof that are leaning toward the line which may contact the line from the side or may fall on the line shall be felled, cut, or trimmed so as to remove such hazard.*

While we wait for the final CalFire report on the investigation of the cause of the North Bay and Southern California fires, we already know that three of the four 2017 fires in Butte and Nevada counties are directly attributable to a utility not complying with current law. We, therefore, believe it highly inappropriate to suggest legal changes that could deny the rights of those who sustained losses from the fires before a full assessment of cause and determination can be made. Furthermore, as our private utilities share the rights and privileges of their governmental counterparts, we believe that no changes are necessary to the inverse condemnation laws unless changes to their “public” status are also considered.

June 5, 2018

Page 2 of 3

We strongly urge you to resist the request to change the rules for the utilities, particularly before a full investigative report of cause and determination is issued. We look forward to working with the Legislature and the Governor's Office on this critical issue.

Sincerely,

Les Baugh, Chairman  
Shasta County Board of Supervisors



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Regular - General Government-5.

**SUBJECT:**

Resolution reappointing the Shasta County Agricultural Commissioner/Sealer of Weights & Measures.

**DEPARTMENT:** Support Services-Personnel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which reappoints Paul Kjos as the Shasta County Agricultural Commissioner/Sealer of Weights & Measures for a four-year term effective June 14, 2018.

**SUMMARY**

N/A

**DISCUSSION**

The Board adopted Resolution No. 2014-043 to approve appointment of Mr. Kjos as the Agricultural Commissioner/Sealer of Weights & Measures for a four-year term commencing on June 14, 2014. Mr. Kjos has been employed with Shasta County since 1987 and has served as the Agricultural Commissioner/Sealer of Weights & Measures for the past four years. Approval of the proposed resolution will extend the appointment until June 13, 2022.

**ALTERNATIVES**

The Board may choose not to approve this recommendation. This is not recommended as the Commissioner/Sealer is necessary to provide oversight to the activities of agricultural and weights and measures inspections.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation.

**FINANCING**

There is no additional financial impact for this recommendation.

cc: Larry Lees, County Executive Officer  
Terri Howat, Administrative Fiscal Chief  
Elaine Grossman, Senior Administrative Analyst  
Shelley Forbes, Assistant Director of Support Services  
Melissa Merritt, Agency Staff Services Analyst II-Confidential  
Kari Hallstrom, Personnel Analyst II

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	5/15/2018	Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
REAPPOINTING PAUL KJOS AS THE SHASTA COUNTY AGRICULTURAL  
COMMISSIONER/SEALER OF WEIGHTS & MEASURES  
FOR A FOUR-YEAR TERM**

**WHEREAS**, Paul Kjos has served as Shasta County's Agricultural Commissioner/Sealer of Weights & Measures since June 14, 2014; and

**WHEREAS**, Section 2121 of the Food and Agriculture Code requires the Board of Supervisors to appoint an Agricultural Commissioner; and

**WHEREAS**, Section 12200 of the Business and Professions Code requires the Board of Supervisors to appoint a Sealer of Weights & Measures; and

**WHEREAS**, each of these appointments are for a term of four years; and

**WHEREAS**, Paul Kjos has demonstrated that he possesses the qualifications necessary to capably serve as Agricultural Commissioner/Sealer of Weights & Measures;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Shasta does hereby appoint Paul Kjos to a second term of office as the Shasta County Agricultural Commissioner/Sealer of Weights & Measures for a term of four years effective June 14, 2018.

**DULY PASSED AND ADOPTED** this 22nd day of May, 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:** June 5, 2018

**CATEGORY:** Regular - General Government-6.

**SUBJECT:**

Request for an Authorization for Discharge of Accountability

**DEPARTMENT:** Treasurer-Tax Collector/Public Administrator

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Lori J. Scott, Treasurer-Tax Collector-Public Administrator; 225-5511

**STAFF REPORT APPROVED BY:** Lori J. Scott, Treasurer-Tax Collector-Public Administrator

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign an Order of Discharge of Accountability pursuant to Revenue and Taxation Code section 2611.1 in the amount of \$145,376.71 for unsecured property taxes made in calendar years 2003 through 2006 plus \$14,536.15 in penalties and \$350.00 in cost on the unpaid unsecured property taxes.

**SUMMARY**

Annually, the Auditor examines the unsecured roll and charges the delinquent taxes and penalties to the Tax Collector. Our office collects these taxes and penalties by issuing notices of delinquency, mailing collection letters to the property owners and filing tax liens (which remain in effect for 10 years) against the property. These efforts are not always successful. Attached is a list of assessments which we believe are uncollectible. The liens, which were filed in 2003 through 2006, are now expired. Further collection efforts appear to be impractical. Therefore, pursuant to Revenue and Taxation code 2611.1; I, Lori J. Scott Treasurer-Tax Collector-Public Administrator, am asking for discharge of accountability.

**DISCUSSION**

The county department, officer, or employee charged by law with the collection of any county tax assessment, penalty or cost, is deemed by State law to be personally liable for that sum. Such a department, officer, or employee, may file a verified application with the Board of Supervisors for a discharge from accountability for the collection of the tax assessment, penalty or cost, if the amount is so small as not to justify the cost of collection or if collection enforcement is impractical. Efforts have already been made to collect the delinquent taxes, penalties and fee without success. The liens have now expired, and it is highly unlikely that further sums can be collected. ***No discharge from accountability obtained pursuant to Section 2611.1 can be construed to release any person other than the person who obtained that discharge from an obligation to pay amounts that are due and owing.*** There are two copies of the records list available with the Clerk of the Board for review.

**ALTERNATIVES**

The Board of Supervisors may decline to issue the order or may adopt a resolution that authorizes and designates the county auditor as the officer to exercise the authority of the Board under this section.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the standard format of the application and order. The County Administrative Office has reviewed the recommendation.

**FINANCING**

There will be no cost associated with this proposed application and order as this discharge of accountability does not release the taxpayer’s obligation to pay amounts that are due and owing.

**ATTACHMENTS:**

Description	Upload Date	Description
Exhibit A	5/24/2018	Exhibit A
Application for Discharge of Accountability	5/24/2018	Application for Discharge of Accountability
Order of Discharge	5/24/2018	Order of Discharge

**EXHIBIT A**

5/9/2018

**County of SHASTA ASMTS DISCHARGED FOR ROLL YEAR 2018**

Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Discharged Date
C L CHIPLEY & ASSOCIATES	006-250-044-100	2006	Y	512.15	51.21	0.00	563.36	
VOGELER EDWARD J JR LIVING TRUST	045-540-042-000	2006	Y	47.84	4.78	0.00	52.62	
ROBINSON VELMA	060-010-014-000	2006	Y	222.08	22.20	0.00	244.28	
DWADE CHAUFY	202-770-069-000	2006	Y	79.28	7.92	0.00	87.20	
CHAUFY DWADE R	202-770-069-100	2006	Y	79.40	7.94	0.00	87.34	
WADLEY BILLY G	306-340-034-200	2006	Y	135.75	13.57	0.00	149.32	
WADLEY BILLY G	306-340-035-000	2006	Y	173.28	17.32	0.00	190.60	
CAL ONE CELLULAR LP	799-000-156-100	2006	Y	80.58	8.05	0.00	88.63	
GARNER DANIELLE L	800-000-001-000	2006	Y	296.64	29.66	0.00	326.30	
GREATER SAVINGS CORP	800-000-025-000	2006	Y	93.20	9.32	0.00	102.52	
DALE STICKNEY CONSTRUCTION INC	800-000-261-000	2006	Y	421.85	42.18	0.00	464.03	
GROVES LEWIS A	800-000-326-000	2006	Y	373.72	37.37	0.00	411.09	
BROWN WILLIAM E	800-000-382-000	2006	Y	213.58	21.35	0.00	234.93	
AMERICA FIRST FUNDING INC	800-000-413-000	2006	Y	676.35	67.63	0.00	743.98	
PACESETTER CORP	800-000-521-000	2006	Y	72.45	7.24	0.00	79.69	
SILVER RANDALL M D O	800-000-568-000	2006	Y	956.38	95.63	0.00	1,052.01	
BURGESS JAY ALLEN	800-000-571-000	2006	Y	60.37	6.03	0.00	66.40	
THOMAS STEVE A	800-000-690-000	2006	Y	845.30	84.53	0.00	929.83	
D C A CABLEVISION	800-000-764-000	2006	Y	1,694.22	169.42	0.00	1,863.64	
BEST MEAT INC	800-000-775-000	2006	Y	655.42	65.54	0.00	720.96	
PERDELL INTL DISTRIBUTING	800-000-886-000	2006	Y	474.63	47.46	0.00	522.09	
JOHNSON VERLIN K	800-000-992-000	2006	Y	543.41	54.34	0.00	597.75	
BABB CONSTRUCTION INC	800-001-113-000	2006	Y	483.04	48.30	0.00	531.34	
COX JAMES EDWARD	800-001-180-000	2006	Y	1,199.66	119.96	0.00	1,319.62	
YENCHAY BOUALOUONG KELLY	800-001-206-000	2006	Y	289.20	28.92	0.00	318.12	
KROHN RANDY JOHN	800-001-267-000	2006	Y	144.91	14.49	0.00	159.40	
SHASTA GENERAL ENGINEERING INC	800-001-385-000	2006	Y	3,895.59	389.55	0.00	4,285.14	
ADVOCATES FOR PUBLIC BENEFITS LLC	800-001-612-000	2006	Y	483.04	48.30	0.00	531.34	
JAMES CHIROPRACTIC INC/R L	800-001-836-000	2006	Y	229.60	22.96	0.00	252.56	

CLUB MI 151 INC	800-001-935-000	2006	Y	972.35	97.23	0.00	1,069.58	
ASSET REAL ESTATE & INVESTMENT CO	800-001-999-000	2006	Y	3,392.88	339.28	0.00	3,732.16	
HODSON DONALD L & CINDY L	800-002-017-000	2005	Y	238.54	23.85	0.00	262.39	
HODSON DONALD L & CINDY L	800-002-017-000	2006	Y	296.64	29.66	0.00	326.30	
D C A CABLEVISION	800-002-079-000	2006	Y	6,323.79	632.37	0.00	6,956.16	
ACH & ACH ENTERPRISES INC	800-002-144-000	2006	Y	213.58	21.35	0.00	234.93	
ZIRKLE GEORGE DDS	800-002-308-000	2006	Y	241.51	24.15	0.00	265.66	
MILLER JOSEPH M & ELIZABETH	800-002-382-000	2006	Y	60.37	6.03	0.00	66.40	
HENNINGS ERIC & CHRISTINA	800-002-484-000	2006	Y	99.66	9.96	0.00	109.62	
SVEDEEN JOSEPH N	800-002-525-000	2006	Y	308.51	30.85	0.00	339.36	
THOMPSON JAMES F & DAWN M	800-002-686-000	2006	Y	760.39	76.03	0.00	836.42	
REED ROBERT VINCENT	800-002-709-000	2006	Y	217.36	21.73	0.00	239.09	
COX JAMES E	800-002-834-000	2006	Y	938.62	93.86	0.00	1,032.48	
BURKE LOGGING INC	800-003-015-000	2006	Y	1,112.56	111.25	0.00	1,223.81	
KUNKLER KEITH EDMON	800-003-152-000	2006	Y	217.36	21.73	0.00	239.09	
NORTH STATE AUTOMATIC SPRINKLERS INC	800-003-171-000	2006	Y	60.37	6.03	0.00	66.40	
REED CHARLES J	800-003-246-000	2006	Y	169.06	16.90	0.00	185.96	
MILLER RUSSELL EARL & ROBERT PAGE & BRUCE BARNETT	800-003-307-000	2006	Y	478.72	47.87	0.00	526.59	
WILLIAMS WALTER S	800-003-320-000	2005	Y	1,242.31	124.23	0.00	1,366.54	
FLANAGAN MICHAEL	800-003-356-000	2006	Y	265.67	26.56	0.00	292.23	
LYERLA RONALD O	800-003-412-000	2006	Y	905.68	90.56	0.00	996.24	
GARCIA ANTONIO	800-003-660-000	2006	Y	144.91	14.49	0.00	159.40	
D C A CABLEVISION	800-003-668-000	2006	Y	1,398.92	139.89	0.00	1,538.81	
NOR-TON TRUST	800-003-728-000	2006	Y	261.05	26.10	0.00	287.15	
WILLIAMS PATRICIA F	800-003-733-000	2006	Y	44.35	4.43	0.00	48.78	
NORTH STATE SKYLINE SYS LLC	800-003-837-000	2006	Y	204.07	20.40	0.00	224.47	
SINGH RAM	800-004-001-000	2006	Y	966.07	96.60	0.00	1,062.67	
NATIONS MORTGAGE & INVESTMENTS INC	800-004-033-000	2006	Y	108.69	10.86	0.00	119.55	
LEMASTER BARBARA	800-004-165-000	2006	Y	142.39	14.23	0.00	156.62	
PENTA JASON RAY	800-004-216-000	2006	Y	307.87	30.78	0.00	338.65	
WALIA'S INC	800-004-292-000	2006	Y	832.39	83.23	0.00	915.62	
KIRK JACK L	800-004-439-000	2006	Y	244.21	24.42	0.00	268.63	
PRABHAKAR ARUDI L MD	800-004-458-000	2006	Y	299.20	29.92	0.00	329.12	
HIGGINS BOB	800-004-510-000	2006	Y	362.28	36.22	0.00	398.50	
CORBAN COMMUNICATIONS INC	800-004-513-000	2006	Y	422.65	42.26	0.00	464.91	
CRUZ ANGEL C	800-004-537-000	2006	Y	120.76	12.07	0.00	132.83	
WOODS JOHN RAYMOND	800-004-706-000	2006	Y	436.01	43.60	0.00	479.61	
WINSOR & ASSOCIATES CONSULTING INC	800-004-806-000	2006	Y	311.44	31.14	0.00	342.58	
FUTURA THERMAL SYSTEMS INC	800-004-920-000	2006	Y	29.02	2.90	0.00	31.92	
HEART REAL ESTATE SERVICES INC	800-004-973-000	2006	Y	201.72	20.17	0.00	221.89	

HEWITT BRUCE W	800-004-976-000	2006	Y	228.05	22.80	0.00	250.85	
THOMAS BOB	800-005-010-000	2006	Y	142.39	14.23	0.00	156.62	
VANSLYKE JENNIFER SAVAGE	800-005-012-000	2006	Y	94.93	9.49	0.00	104.42	
WILLIS STANFILL ENTERPRISES	800-005-019-000	2006	Y	101.38	10.13	0.00	111.51	
J B D J INC	800-005-052-000	2006	Y	2,254.48	225.44	0.00	2,479.92	
KITT JAMES J	800-005-166-000	2006	Y	118.66	11.86	0.00	130.52	
KLEIN ANTHONY ALLEN & DARRELLYNE	800-005-170-000	2006	Y	635.25	63.52	0.00	698.77	
SCHEEL MARVIN L	800-005-300-000	2006	Y	560.59	56.05	0.00	616.64	
SOUTHERLAND AUTO TRANSPORT INC	800-005-333-000	2006	Y	622.88	62.28	0.00	685.16	
SHUCK TOM & REGINA & MEISTER HAROLD J JR	800-005-446-000	2006	Y	177.98	17.79	0.00	195.77	
MURRY JUDITH L	800-005-452-000	2006	Y	120.76	12.07	0.00	132.83	
VAN RIPER TIMOTHY M	800-005-458-000	2006	Y	101.94	10.19	0.00	112.13	
WHITE DANNY E	800-005-464-000	2006	Y	184.13	18.41	0.00	202.54	
SMITH MICHAEL H	800-005-586-000	2006	Y	59.32	5.93	0.00	65.25	
KENNETH AMARADIO INC	800-005-589-000	2006	Y	478.72	47.87	0.00	526.59	
SHASTA EXPERIENCE INC/THE	800-005-593-000	2006	Y	483.04	48.30	0.00	531.34	
INJUN DOC 777 INC	800-005-618-000	2006	Y	83.06	8.30	0.00	91.36	
DUNHAM RICK & LISA	800-005-657-000	2006	Y	90.11	9.01	0.00	99.12	
R E S INC	800-005-669-000	2006	Y	50.70	5.07	0.00	55.77	
NAJERA CELSO	800-005-676-000	2006	Y	38.02	3.80	0.00	41.82	
ROBINSON TONIA	800-005-740-000	2006	Y	54.36	5.43	0.00	59.79	
WILLIAMS JUDITH L	800-005-752-000	2006	Y	35.60	3.56	0.00	39.16	
LEONARD ROBERT J & BRENDA L	800-005-825-000	2006	Y	241.51	24.15	0.00	265.66	
OSTERGREN JOSEPH	800-005-827-000	2006	Y	106.80	10.68	0.00	117.48	
BARNES BILL & TAMI	800-005-842-000	2006	Y	120.76	12.07	0.00	132.83	
BATES SCOTT	800-005-843-000	2006	Y	84.53	8.45	0.00	92.98	
K R BUTLER ENGINEERING INC	800-005-849-000	2006	Y	598.41	59.84	0.00	658.25	
BRANDON STACIA L	800-005-855-000	2006	Y	232.89	23.28	0.00	256.17	
CREATIVE BUILDING MAINTENANCE INC	800-005-856-000	2006	Y	213.58	21.35	0.00	234.93	
FREESTONE NETWORKS INC	800-005-869-000	2006	Y	79.81	7.98	0.00	87.79	
GUGIN KELLI EDANA	800-005-870-000	2006	Y	40.24	4.02	0.00	44.26	
SANTOS CHRISTY A & TEHANEY MICHAEL R	800-005-901-000	2006	Y	120.76	12.07	0.00	132.83	
BRIAN HARRIS INC	800-005-926-000	2006	Y	136.83	13.68	0.00	150.51	
SAVAGE STEVE R	800-005-941-000	2006	Y	348.91	34.89	0.00	383.80	
NILSEN ANDREW J ETAL	800-006-003-000	2006	Y	213.58	21.35	0.00	234.93	
WEBB THOMAS DALE	800-006-008-000	2006	Y	101.38	10.13	0.00	111.51	
GOLDEN CLASSIC RESTORATION LLC	800-006-124-000	2006	Y	164.67	16.46	0.00	181.13	
REYNOLDS RON	800-006-188-000	2006	Y	84.53	8.45	0.00	92.98	
COATS AMANDA	800-006-315-000	2006	Y	277.75	27.77	0.00	305.52	
ALL PHASE ELECTRICAL INC	800-006-320-000	2006	Y	120.76	12.07	0.00	132.83	



BROWN CHARLENE & PETERSEN DONAVAN	800-006-326-000	2006	Y	120.76	12.07	0.00	132.83	
FAULKNER CORY EUGENE	800-006-329-000	2006	Y	94.93	9.49	0.00	104.42	
GRUSZKIWICZ GABRIEL	800-006-337-000	2006	Y	119.68	11.96	0.00	131.64	
KUKAWSKI BRANDON L ETAL	800-006-348-000	2006	Y	72.45	7.24	0.00	79.69	
NORTH VALLEY REAL ESTATE SERV INC	800-006-357-000	2006	Y	169.06	16.90	0.00	185.96	
ROMAN RENEE	800-006-364-000	2006	Y	119.68	11.96	0.00	131.64	
BILLINGHURST MARK	800-006-368-000	2006	Y	79.81	7.98	0.00	87.79	
W WIRELESS INC	800-006-371-000	2006	Y	71.19	7.11	0.00	78.30	
WEST SENIOR HOUSING LLC	800-006-384-000	2006	Y	2,261.31	226.13	0.00	2,487.44	
SARGENT MARK	800-006-396-000	2006	Y	156.99	15.69	0.00	172.68	
JENNINGS TY DEAN	800-006-397-000	2006	Y	199.32	19.93	0.00	219.25	
AUTOMOTIVE RESTORATION SOLUTIONS LLC	800-006-418-000	2006	Y	124.58	12.45	0.00	137.03	
RICE GLORIA JEAN	800-006-434-000	2006	Y	34.21	3.42	0.00	37.63	
KWIK MART INC	800-006-462-000	2006	Y	3,003.00	300.30	0.00	3,303.30	
LANDON MAEVE ROSALEEN	800-006-580-000	2006	Y	75.32	7.53	0.00	82.85	
TALLEY REGINA	800-006-731-000	2006	Y	93.63	9.36	0.00	102.99	
BADILLO LEANDRO L	800-006-762-000	2006	Y	36.23	3.62	0.00	39.85	
BANZHAF PRESTON R	800-006-764-000	2006	Y	35.60	3.56	0.00	39.16	
BARNES SHAUN T	800-006-766-000	2006	Y	36.23	3.62	0.00	39.85	
BEACH BRAD & SCHLABACH MATTHEW	800-006-768-000	2006	Y	35.60	3.56	0.00	39.16	
CASH ZDENEK JENIFER	800-006-797-000	2006	Y	35.60	3.56	0.00	39.16	
CHARLAND MICHAEL	800-006-799-000	2006	Y	35.60	3.56	0.00	39.16	
CUDDEFORD R SCOTT	800-006-809-000	2006	Y	33.98	3.39	0.00	37.37	
CURATO TIFFANY	800-006-810-000	2006	Y	36.23	3.62	0.00	39.85	
DIMI FLOORING CENTER INC	800-006-812-000	2006	Y	650.36	65.03	0.00	715.39	
EVANS TERRELL	800-006-822-000	2006	Y	60.37	6.03	0.00	66.40	
FAULKNER MICHAEL J & WEST CHRIS J	800-006-823-000	2006	Y	35.60	3.56	0.00	39.16	
GLOBAL PACIFIC INC	800-006-828-000	2006	Y	59.32	5.93	0.00	65.25	
HALL LORI ANN	800-006-833-000	2006	Y	62.28	6.22	0.00	68.50	
HARNOIS JAMES LESLIE	800-006-836-000	2006	Y	38.02	3.80	0.00	41.82	
JANEWAY JARROD ALAN	800-006-847-000	2006	Y	36.23	3.62	0.00	39.85	
JIMMY MAC AMERICAN CYCLE INC	800-006-848-000	2006	Y	35.60	3.56	0.00	39.16	
JONES LARRY	800-006-851-000	2006	Y	99.66	9.96	0.00	109.62	
KEY JODI	800-006-859-000	2006	Y	34.71	3.47	0.00	38.18	
KUNDE BRUCE VERNON JR	800-006-864-000	2006	Y	36.23	3.62	0.00	39.85	
LASKIN BOBBY	800-006-869-000	2006	Y	35.60	3.56	0.00	39.16	
MAULDIN SUSAN BENET	800-006-886-000	2006	Y	60.37	6.03	0.00	66.40	
MEIR LOUIS JR	800-006-890-000	2006	Y	35.91	3.59	0.00	39.50	
MILLER WILLIAM F	800-006-894-000	2006	Y	112.63	11.26	0.00	123.89	
NORCAL LUXURY WHEELS AND TIRES	800-006-897-000	2006	Y	59.32	5.93	0.00	65.25	

MORALES ABEL	800-006-898-000	2006	Y	59.32	5.93	0.00	65.25	
NUNNELLEY LOURIE	800-006-904-000	2006	Y	35.60	3.56	0.00	39.16	
SIERRA SENIOR HOUSING LLC #1	800-006-908-000	2006	Y	760.90	76.09	0.00	836.99	
SIERRA SENIOR HOUSING LLC #2	800-006-909-000	2006	Y	643.34	64.33	0.00	707.67	
SIERRA SENIOR HOUSING LLC #3	800-006-910-000	2006	Y	774.70	77.47	0.00	852.17	
OMNI DEVELOPMENT LLC	800-006-911-000	2006	Y	35.60	3.56	0.00	39.16	
SEASE BRAD V	800-006-912-000	2006	Y	570.55	57.05	0.00	627.60	
BRIGHAM CORY DONALD	800-006-914-000	2006	Y	28.16	2.81	0.00	30.97	
PETTY HARRY A	800-006-923-000	2006	Y	35.60	3.56	0.00	39.16	
PHAN KRISTEN	800-006-924-000	2006	Y	35.60	3.56	0.00	39.16	
REDINBAUGH WILLIAM E	800-006-934-000	2006	Y	36.23	3.62	0.00	39.85	
RICHARD PETE	800-006-938-000	2006	Y	35.60	3.56	0.00	39.16	
SAELEE KAO CHING	800-006-947-000	2006	Y	35.60	3.56	0.00	39.16	
SYEN MORTGAGE	800-006-962-000	2006	Y	35.20	3.52	0.00	38.72	
WEB SERVICES INC	800-006-970-000	2006	Y	35.60	3.56	0.00	39.16	
HENDERSON JEFFREY A & WEBB SUSAN	800-006-971-000	2006	Y	63.36	6.33	0.00	69.69	
WHITE KENNETH WILLIAM	800-006-975-000	2006	Y	120.76	12.07	0.00	132.83	
WHITNEY GABRIEL	800-006-977-000	2006	Y	36.23	3.62	0.00	39.85	
YEOMANS THOMAS RICHARD	800-006-983-000	2006	Y	58.15	5.81	0.00	63.96	
GOLDEN LEGACY CONSTRUCTION INC	800-006-996-000	2006	Y	57.01	5.70	0.00	62.71	
MADDEN SILAS P & THOMPSON DARRELL K	800-007-003-000	2006	Y	90.11	9.01	0.00	99.12	
JOHNSON CURTIS	800-007-004-000	2006	Y	59.32	5.93	0.00	65.25	
STRAYER CARMELA M	800-007-013-000	2006	Y	45.05	4.50	0.00	49.55	
MACMILLAN DONALD ANDREW	800-007-016-000	2006	Y	90.11	9.01	0.00	99.12	
DEZIGN EXCAVATING INC	800-007-496-000	2006	Y	1,724.05	172.40	0.00	1,896.45	
PEARSON ED & BETTES JIMMY L	810-000-071-000	2006	Y	436.01	43.60	0.00	479.61	
BINELLI JERRY	810-000-358-000	2006	Y	124.58	12.45	0.00	137.03	
ROSENSTEIL CONRAD LEE	810-000-398-000	2006	Y	362.28	36.22	0.00	398.50	
WILLIAMS JON	810-000-449-000	2006	Y	355.97	35.59	0.00	391.56	
JONES THOMAS J	810-000-488-000	2006	Y	293.31	29.33	0.00	322.64	
RICKS PLACE	810-000-691-000	2006	Y	498.30	49.83	0.00	548.13	
CORBAN COMMUNICATIONS INC	810-000-746-000	2006	Y	157.68	15.76	0.00	173.44	
FISHER BRODIE GENE & JODI ANN	810-000-756-000	2006	Y	241.51	24.15	0.00	265.66	
BRAY W A JR	810-000-787-000	2006	Y	203.88	20.38	0.00	224.26	
BAYS CHARLES	810-000-794-000	2006	Y	633.66	63.36	0.00	697.02	
B AND H ENTERPRISES	820-000-015-000	2006	Z	1,031.48	103.14	0.00	1,134.62	
OWENS ARMAL K	820-000-105-000	2006	Z	120.76	12.07	0.00	132.83	
ASSET REAL ESTATE & INVESTMENT CO	820-000-441-000	2006	Z	32,794.37	3,279.43	0.00	36,073.80	
MARYMEE ALAN DOYLE	830-000-300-000	2006	Y	47.68	4.76	0.00	52.44	
MERRITT LARRY DANIEL	830-000-574-000	2006	Y	68.62	6.86	0.00	75.48	

BINELLI JERRY	830-000-771-000	2006	Y	76.11	7.61	0.00	83.72	_____
LIGHTFORD ROBERT	830-001-417-000	2006	Y	85.50	8.55	0.00	94.05	_____
GRAHAM JOHN GREG & KATHY SUSAN	830-001-857-100	2006	Y	51.84	5.18	0.00	57.02	_____
MASON KENNETH E & TERHORST JAY	830-001-922-000	2006	Y	127.61	12.76	0.00	140.37	_____
WARE STEVEN ROY	830-002-600-000	2006	Y	40.55	4.05	0.00	44.60	_____
MEYER SCOTT JERALD & BRENDA JOANN	830-002-602-100	2006	Y	24.59	2.45	0.00	27.04	_____
WILKERSON ROSS	830-002-899-000	2006	Y	28.37	2.83	0.00	31.20	_____
SILVA PERLE M & SOUTHERLAND OTIS G	830-002-999-000	2006	Y	29.08	2.90	0.00	31.98	_____
WILSON BOBBY ALLEN	830-003-272-000	2006	Y	28.81	2.88	0.00	31.69	_____
SMEDLEY DOUG	830-003-858-000	2006	Y	51.08	5.10	0.00	56.18	_____
MUSHOIT MIKE E/LORRAINE K	830-003-909-000	2006	Y	26.88	2.68	0.00	29.56	_____
DUNCAN STEVE HOWARD	830-005-120-000	2006	Y	216.09	21.60	0.00	237.69	_____
SARBACHER KINDY RAY	830-005-599-000	2006	Y	59.33	5.93	0.00	65.26	_____
BRADLEY THEODORE ROBERT	830-006-415-000	2006	Y	23.05	2.30	0.00	25.35	_____
GARNER DANIELLE L & JONES TIMOTHY A	830-006-665-000	2006	Y	79.82	7.98	0.00	87.80	_____
PARKS BRYON	830-006-930-000	2006	Y	24.40	2.44	0.00	26.84	_____
HOUK ROBERT HOWARD	830-006-951-000	2006	Y	36.55	3.65	0.00	40.20	_____
WICKERSON ROSS E	830-007-068-000	2006	Y	54.15	5.41	0.00	59.56	_____
BRANSCUM WILLIAM JEFFERY	830-007-073-000	2006	Y	47.17	4.71	0.00	51.88	_____
MCELROY LIAM P & HINES MARTIN J	830-007-284-000	2006	Y	32.27	3.22	0.00	35.49	_____
SALTEKOFF JONATHAN W	830-007-308-000	2006	Y	148.23	14.82	0.00	163.05	_____
CORLETT MIKE E	830-007-624-000	2006	Y	68.93	6.89	0.00	75.82	_____
JIMENEZ KRISTINE D	830-007-664-000	2006	Y	48.09	4.80	0.00	52.89	_____
WOOD MICHAEL D	830-007-743-000	2006	Y	258.23	25.82	0.00	284.05	_____
THURMAN WILLIAM A	830-007-959-000	2006	Y	43.54	4.35	0.00	47.89	_____
DAVEY MICHAEL J & KIMBERLY C	830-008-241-000	2006	Y	59.80	5.98	0.00	65.78	_____
ANDREWS DAWN M & CLEGHORN ELEANOR	830-008-259-000	2006	Y	65.26	6.52	0.00	71.78	_____
HAFFER ROBERT W	830-008-354-000	2006	Y	33.64	3.36	0.00	37.00	_____
HERNANDEZ MARTIN	830-008-355-000	2006	Y	27.88	2.78	0.00	30.66	_____
SIMPSON DAVID CLINTON	830-008-414-000	2006	Y	55.90	5.59	0.00	61.49	_____
KUYKENDALL JESSE LEE	830-008-524-000	2006	Y	38.51	3.85	0.00	42.36	_____
GREGORY CHERYL ANN & BRUCE KENTON	830-008-844-000	2006	Y	244.87	24.48	0.00	269.35	_____
BROWN GREGORY D	830-009-139-000	2006	Y	49.17	4.91	0.00	54.08	_____
MERIDETH MARCI L	830-009-173-000	2006	Y	154.14	15.41	0.00	169.55	_____
NELSON WILLIAM KENNETH & PATTERSON LORRIE ANN	830-009-330-100	2006	Y	80.68	8.06	0.00	88.74	_____
FERRIS SCOTT	830-009-448-000	2006	Y	67.17	6.71	0.00	73.88	_____
MISNER TRAVIS N	830-009-633-000	2006	Y	49.24	4.92	0.00	54.16	_____
WOODEN GEORGE	830-010-024-000	2006	Y	95.76	9.57	0.00	105.33	_____
COLLETTI VINGENZO A	830-010-216-000	2006	Y	271.50	27.15	0.00	298.65	_____
REED RONALD ROY	830-010-317-000	2006	Y	72.17	7.21	0.00	79.38	_____

GILLAM BRIAN E	830-011-264-000	2006	Y	381.35	38.13	0.00	419.48	
SAECHAO NAI CHOY	830-011-363-000	2006	Y	107.76	10.77	0.00	118.53	
WHITMIRE JERRY FRED	830-011-552-000	2006	Y	71.77	7.17	0.00	78.94	
ROWE DAVID WILLIAM & JENICA ELAINE	830-012-571-000	2006	Y	31.34	3.13	0.00	34.47	
STOKER JULIUS W & BRIANA L	830-013-307-000	2006	Y	51.84	5.18	0.00	57.02	
DCA CABLEVISION	850-000-292-000	2006	Y	1,647.16	164.71	0.00	1,811.87	
DCA CABLEVISION	850-000-294-000	2006	Y	7,671.84	767.18	0.00	8,439.02	
CORBAN TOWERS INC	850-000-350-000	2006	Y	213.11	21.31	0.00	234.42	
B & H ENTERPRISES	860-000-162-000	2006	Y	85.62	8.56	0.00	94.18	
KIRKMAN MICHAEL	860-000-372-000	2006	Y	201.75	20.17	0.00	221.92	
ROSE RANDY	860-000-955-000	2006	Y	186.61	18.66	0.00	205.27	
DCA CABLEVISION	860-001-155-000	2006	Y	1,604.04	160.40	0.00	1,764.44	
USA GASOLINE CORP	860-001-157-000	2006	Y	743.81	74.38	0.00	818.19	
FLAIM RICHARD & VICKY	860-001-191-000	2006	Y	130.55	13.05	0.00	143.60	
DCA CABLEVISION	860-001-288-000	2006	Y	204.00	20.40	0.00	224.40	
CORBAN TOWERS INC	860-001-367-000	2006	Y	399.60	39.96	0.00	439.56	
GRAHAM JOHN GREG & KATHY SUSAN	861-000-414-100	2006	Y	89.15	8.91	0.00	98.06	
MORGAN GEORGE W & SHIRLEY JT	910-800-927-000	2006	K	84.96	8.48	10.00	103.44	
MEEKER JIMMY R & RHODA M JTS	910-801-106-000	2006	K	88.60	8.86	10.00	107.46	
MONKS LOIS J	910-801-119-000	2006	K	172.20	17.22	10.00	199.42	
BUMAN KENNETH A SR &	910-801-159-000	2006	K	52.36	5.22	10.00	67.58	
MICALE VERNA M	910-801-287-000	2006	K	173.30	17.32	10.00	200.62	
JOHNSON CARLOS JR GUARDIAN	910-801-397-000	2006	K	63.60	6.36	10.00	79.96	
GARCIA SAUL	910-801-436-000	2006	K	30.20	3.02	10.00	43.22	
THORPES TBS RANCH	910-801-446-000	2006	K	230.40	23.04	10.00	263.44	
DESJARDINS EDWARD & TERESE	910-801-539-000	2003	K	187.60	18.76	10.00	216.36	
DESJARDINS EDWARD & TERESE	910-801-539-000	2004	K	184.28	18.42	10.00	212.70	
DESJARDINS EDWARD & TERESE	910-801-539-000	2005	K	185.46	18.54	10.00	214.00	
VANGORDER JAMIE	910-801-919-000	2006	K	143.56	14.34	10.00	167.90	
HALL MELISSA RAE	910-802-113-000	2006	K	82.00	8.20	10.00	100.20	
MOSHER MARION MAY TRUST	910-802-137-000	2006	K	263.40	26.34	10.00	299.74	
HARRIS ROBERT E & INEZ R JTS	910-803-007-000	2006	K	103.14	10.30	10.00	123.44	
COSTELOW ROY & MABEL TC	910-803-099-000	2006	K	197.36	19.72	10.00	227.08	
WILSON EDWARD D & DONNA LU JT	910-803-199-000	2006	K	195.52	19.54	10.00	225.06	
GREGORY DEBORAH J & THOMAS L	910-803-449-000	2006	K	235.74	23.56	10.00	269.30	
CLARK KENNETH W	910-803-765-000	2006	K	57.40	5.74	10.00	73.14	
PIESCH CARL E	910-803-799-000	2006	K	4.88	0.48	10.00	15.36	
BROUGHTON TIMOTHY	910-804-073-000	2006	K	96.38	9.62	10.00	116.00	
HEATHCOCK JAMES & LORI	910-804-204-000	2006	K	63.06	6.30	10.00	79.36	
WILLIS MICHAEL W	910-804-541-000	2006	K	19.34	1.92	10.00	31.26	

GRISSOM FREYDA	910-804-557-000	2006	K	112.76	11.26	10.00	134.02	
HALL DEBORAH LEE	910-804-571-000	2006	K	29.30	2.92	10.00	42.22	
CARR STEVE & SHERRY	910-804-882-000	2006	K	75.84	7.58	10.00	93.42	
POND LORETTA	910-804-901-000	2006	K	66.94	6.68	10.00	83.62	
LARKINS FRANK E & MILDRED N	910-805-004-000	2006	K	47.10	4.70	10.00	61.80	
DELETTE JOHN W	910-805-014-000	2006	K	29.30	2.92	10.00	42.22	
MORGAN ROBIN	910-805-465-000	2006	K	159.74	15.96	10.00	185.70	
RAMIREZ JOSE & KATHY	910-805-480-000	2006	K	40.28	4.02	10.00	54.30	
WESTMORELAND TERRY	910-805-640-000	2006	K	388.84	38.88	10.00	437.72	
WALDA JULIE	910-805-895-000	2006	K	75.52	7.54	10.00	93.06	
MURRAY HELEN J	990-061-960-000	2006	G	259.22	25.92	0.00	285.14	
US BANK NATIONAL ASSOCIATION TR	990-062-241-000	2006	G	316.00	31.60	0.00	347.60	
THOMPSON DALE	990-062-535-000	2006	G	50.38	5.03	0.00	55.41	
LEHMAN MICHAEL H & MARY	990-063-246-000	2006	G	655.80	65.58	0.00	721.38	
FANCHER KIMBERLY J	990-063-440-000	2006	G	148.34	14.83	0.00	163.17	
KOON LYNN STEPHEN TR	990-064-058-001	2006	G	121.71	12.17	0.00	133.88	
MIDSTATE PROPERTIES INC	990-064-090-000	2006	G	845.78	84.57	0.00	930.35	
BURDYSHAW TYSON	990-064-276-000	2006	G	160.44	16.04	0.00	176.48	
KOHN CHRISTOPHER G	990-064-551-000	2005	G	43.92	4.39	0.00	48.31	
WOOD DONALD L	990-065-396-000	2006	G	828.64	82.86	0.00	911.50	
GERVOLSTAD JOSHUA & ERIN	990-065-484-000	2006	G	298.92	29.89	0.00	328.81	
GERVOLSTAD JOSHUA & ERIN	990-065-485-000	2006	G	122.64	12.26	0.00	134.90	
YOUNT JENNIFER L	990-065-780-000	2006	G	168.68	16.86	0.00	185.54	
TWEED JOHN W & SHANA ETAL	990-065-792-000	2006	G	309.94	30.99	0.00	340.93	
U S BANK NATIONAL ASSOCIATION TR	990-065-957-000	2006	G	197.50	19.75	0.00	217.25	
FIFER RILE JOHN & ALTHEA C JT	990-066-234-000	2006	G	533.44	53.34	0.00	586.78	
BARNARD JIMMIE RAY	990-066-300-000	2006	G	1,130.42	113.04	0.00	1,243.46	
OAKDALE HEIGHTS REDDING 1 LLC ETAL	990-066-929-000	2006	G	2,776.42	277.64	0.00	3,054.06	
OAKDALE HEIGHTS REDDING ACQUISITION 1 LLC	990-066-929-001	2006	G	726.06	72.60	0.00	798.66	
LA SALLE BANK NATIONAL ASSOCIATION TR	990-067-151-000	2006	G	42.14	4.21	0.00	46.35	
LA SALLE BANK NATIONAL ASSOCIATION TR	990-067-154-000	2006	G	24.48	2.44	0.00	26.92	
WASHINGTON MUTUAL BANK	990-067-236-000	2006	G	157.34	15.73	0.00	173.07	
CARR MARGARET D ESTATE OF	990-068-866-000	2006	G	1,107.70	110.77	0.00	1,218.47	
BRAZ LILLIE MAE TR	990-069-369-000	2006	G	280.30	28.03	0.00	308.33	
BENOIT NORMA REVOCABLE TRUST	990-070-655-000	2006	G	82.28	8.22	0.00	90.50	
BLAKE BARBARA I	990-070-660-000	2006	G	70.12	7.00	0.00	77.12	
SHAW KENNETH TR	990-076-203-000	2006	G	69.66	6.96	0.00	76.62	
SHAW KENNETH TR	990-076-204-000	2006	G	69.66	6.96	0.00	76.62	
SHAW KENNETH TR	990-076-205-000	2006	G	69.66	6.96	0.00	76.62	
GATES PATRICIA L	991-058-590-000	2006	G	51.04	5.10	0.00	56.14	

LEWIS DANIEL J	991-059-091-001	2006	G	1,003.74	100.37	0.00	1,104.11	_____
MCCARTIN PATRICK ALLEN	991-059-120-000	2006	G	499.90	49.99	0.00	549.89	_____
KAUR SAMARJIT	991-060-286-000	2006	G	202.48	20.24	0.00	222.72	_____
MIDSTATE PROPERTIES INC	991-060-884-001	2006	G	1,612.36	161.23	0.00	1,773.59	_____
EAST OAK ESTATES PARTNERS	991-061-233-002	2006	G	706.39	70.63	0.00	777.02	_____
EAST OAK ESTATES PARTNERS	991-061-234-002	2006	G	888.70	88.87	0.00	977.57	_____
EAST OAK ESTATES PARTNERS	991-061-235-002	2006	G	862.09	86.20	0.00	948.29	_____
EAST OAK ESTATES PARTNERS	991-061-237-002	2006	G	911.47	91.14	0.00	1,002.61	_____
PEREZ DELFINO J	991-062-268-000	2006	J	29.20	2.92	10.00	42.12	_____
ESQUIVEL LILLIE	991-062-620-000	2006	J	30.74	3.06	10.00	43.80	_____
ROBINSON GRACE V	991-064-395-000	2006	G	322.58	32.25	0.00	354.83	_____
WATEGA GARY T	991-064-397-000	2006	G	760.12	76.01	0.00	836.13	_____
KOHN CHRISTOPHER G	991-064-551-000	2006	G	197.64	19.76	0.00	217.40	_____
EAST OAK ESTATES PARTNERS	995-026-276-000	2006	G	597.92	59.79	0.00	657.71	_____
EAST OAK ESTATES PARTNERS	995-026-449-000	2006	G	835.04	83.50	0.00	918.54	_____
EAST OAK ESTATES PARTNERS	995-026-451-000	2006	G	987.68	98.76	0.00	1,086.44	_____
MIDSTATE PROPERTIES INC	996-023-725-003	2006	G	176.47	17.64	0.00	194.11	_____
<b>Asmt Count: 326</b>	<b>Grand Total</b>			<b>145,376.71</b>	<b>14,536.15</b>	<b>350.00</b>	<b>160,262.86</b>	

llktc 05/09/2018

**APPLICATION FOR A DISCHARGE OF ACCOUNTABILITY  
AND ORDER OF DISCHARGE**

**TAX COLLECTOR'S OFFICE  
SHASTA COUNTY, STATE OF CALIFORNIA**

This Application for Discharge from Accountability is made pursuant to Revenue and Taxation code §§2611.1 through 2611.3.

The names of the persons liable for unsecured property taxes and the amounts owed by each are attached and incorporated as Exhibit A into this Application for a Discharge of Accountability.

Those person/entities listed in Exhibit A have failed to pay their unsecured property taxes in the total sum of \$145,376.71 duly assessed for the calendar year 2003 through 2006, plus \$14,536.15 in penalties and \$350.00 in cost on the unpaid unsecured property taxes.

The estimated cost of collection of the aforementioned sum of \$160,262.86 in unsecured property taxes and penalties is approximately 50% of any sum collected.

The tax liens filed in connection with these unsecured property taxes have expired and cannot be enforced or renewed. Accordingly, further collection efforts would be impractical.

The grant of an Order of Discharge pursuant to Revenue and Taxation Code §2611.3 discharges the Tax Collector from her accountability under Revenue and Taxation Code §2603, but does not release the person/entities named in Exhibit A from the payment of any amounts which are due and owing.

I declare that the foregoing is true and correct. This verification is made under penalty of perjury.

Dated: May 23, 2018

Lori J. Scott

Lori J. Scott  
Tax Collector

## ORDER OF DISCHARGE

The verified Application for a Discharge of Accountability of the Tax Collector was regularly heard on June 5, 2018. Having considered and approved the Application for Discharge from Accountability.

### IT IS ORDERED THAT:

The Tax Collector is hereby discharged from further accountability for the collection of the sum of \$145,376.71 in unsecured property taxes plus penalties of \$14,536.15 and cost of \$350.00 in connection with taxes owed by those person/entities listed on Exhibit A to the Tax collector's Application for Discharge of Accountability.

The Auditor is hereby directed to adjust any charge pending against the Tax Collector by the sum of \$160,262.86.

This Order of Discharge shall not be construed to release any person other than the Tax Collector from the obligation to pay any amount of taxes due and owing to the County.

Board of Supervisors

Date: \_\_\_\_\_

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

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Scheduled Hearings - General Government-7.

**SUBJECT:**

Fiscal Year 2018-19 Budget Hearings

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Larry Lees, County Executive Officer

**STAFF REPORT APPROVED BY:** Terri Howat, County Chief Financial Officer

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	General Fund Impact

**RECOMMENDATION**

**FISCAL YEAR (FY) 2018-19 BUDGET HEARINGS**

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

The Board of Supervisors welcomes you to its Fiscal Year 2018-19 Budget Hearings being held in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center located at 1450 Court Street, Room 263, Redding, California. Your interest is encouraged and appreciated.

**COMMENCE THE FY 2018-19 BUDGET HEARINGS**

1. Receive the FY 2018-19 Recommended Budget and the County Executive Officer's Overview of the FY 2018-19 Recommended Budget.
2. Consider making any revisions, reductions, or additions to the Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.
3. Conduct the public hearing. Any revisions to the Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the Board of Supervisors after the close of the public hearing.

**BUDGET HEARINGS REGULAR CALENDAR**

4. Consider and take action on any department head appeal or those budget units which the members of the Board of Supervisors may wish moved from the Consent Agenda.

- a. No formal appeals received.
5. Consider and take action on any outside agency requests.
  - a. No outside agency requests received.
6. Consider giving direction to staff or take other appropriate action.

### **CONSENT CALENDAR**

7. Approve those budget units which have not been formally appealed and which have no major policy considerations or outstanding issues. Any Board member, department head, or interested person may request that a budget unit be removed and added to the Regular Calendar for further discussion under Item 4. This includes County budget units as well as Special Districts and Other Agencies under the Board of Supervisors.

The Shasta County Board of Supervisors will recess and convene as the Shasta County Water Agency.

### **SHASTA COUNTY WATER AGENCY CALENDAR**

**The Shasta County Board of Supervisors does not receive any compensation or stipend as a result of convening as the Shasta County Water Agency.**

1. Consider making any revisions, reductions, or additions to the Shasta County Water Agency Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.
2. Conduct the public hearing. Any revisions to the Shasta County Water Agency Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the Board after the close of the public hearing.
3. Consider and take action on any department head appeal.
  - (a) No formal appeals received.
4. Consider and take action on any outside agency requests.
  - (a) No outside agency requests received.
5. Consider giving direction to staff or take other appropriate action.
6. Approve the Shasta County Water Agency FY 2018-19 budget.

The Shasta County Water Agency will adjourn and convene as the Shasta County In-Home Supportive Services (IHSS) Public Authority.

### **SHASTA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

**The Shasta County Board of Supervisors does not receive any compensation or stipend as a result of convening as the Shasta County IHSS Public Authority.**

1. Consider making any revisions, reductions, or additions to the Shasta County IHSS Public Authority Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.

2. Conduct the public hearing. Any revisions to the Shasta County IHSS Public Authority Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the Board after the close of the public hearing.

3. Consider and take action on any department head appeal.

(a) No formal appeals received.

4. Consider and take action on any outside agency requests.

(a) No outside agency requests received.

5. Consider giving direction to staff or take other appropriate action.

6. Approve the Shasta County IHSS Public Authority FY 2018-19 budget.

The Shasta County IHSS Public Authority will adjourn and convene as the Shasta County Housing Authority.

### **SHASTA COUNTY HOUSING AUTHORITY**

**The Shasta County Board of Supervisors does not receive any compensation or stipend as a result of convening as the Shasta County Housing Authority.**

1. Consider making any revisions, reductions, or additions to the Shasta County Housing Authority Recommended Budget after providing an opportunity for comment from any official or person whose budget requests will be revised.

2. Conduct the public hearing. Any revisions to the Shasta County Housing Authority Recommended Budget after the start of the public hearing shall be made only if the revision is proposed in writing and filed with the Clerk of the Board prior to the close of the public hearing, or approved by a four-fifths vote of the Board after the close of the public hearing.

3. Consider and take action on any department head appeal.

(a) No formal appeals received.

4. Consider and take action on any outside agency requests.

(a) No outside agency requests received.

5. Consider giving direction to staff or take other appropriate action.

6. Approve the Shasta County Housing Authority FY 2018-19 budget.

The Shasta County Housing Authority will adjourn and reconvene as the Shasta County Board of Supervisors.

7. Continue FY 2018-19 Budget Hearings to Wednesday, June 6, 2018 at 9:00 a.m., if necessary.

8. Consider directing the County Executive Officer to prepare, for subsequent Board consideration and action, a FY 2018-19 Adopted Budget resolution. The budget resolution will reflect changes to the FY 2018-19 Recommended Budget, as directed by the Board of Supervisors during budget hearings and subsequent technical adjustments required as additional information regarding State legislative action becomes available.

**Pursuant to Government Code section 29081, the Board of Supervisors may continue to meet from day to day until budget hearings are concluded, but not to exceed a total of 14 calendar days.**

**BUDGET HEARINGS CONSENT CALENDAR**

**THE FOLLOWING BUDGET UNITS HAVE NOT BEEN FORMALLY APPEALED AND HAVE NO MAJOR POLICY CONSIDERATIONS OR OUTSTANDING ISSUES.** (Any Board Member, department head, or interested person may request that a budget unit be removed and added to the Regular Calendar for further discussion under Item 4. This includes County budget units, as well as Special Districts and Other Agencies under the Board of Supervisors.)

**Budget Unit Number–Budget Unit Name****GENERAL FUND (060)**General Government

100	General Revenue and Transfers
101	Board of Supervisors
102	County Administrative Office
103	Clerk of the Board
110	Auditor-Controller
111	Treasurer-Tax Collector
112	Assessor
113	Purchasing
120	County Counsel
130	Personnel
140	Elections
165	Economic Development
172	Surveyor
173	Miscellaneous General #1
174	Tobacco Settlement Funds
175	County Service Area Administration
199	Central Service Costs (A-87)
282	Building Inspection
286	Planning
400	Resource Management General Revenues
402	Environmental Health

Public Protection

201	Trial Courts
203	Conflict Public Defense
207	County Public Defender
208	Grand Jury
221	County Clerk
237	Sheriff Civil Unit
256	Victim/Witness Assistance
280	Agricultural Commissioner/Sealer of Weights & Measures
290	Recorder
292	Public Guardian
297	Animal Control
299	Public Administrator

Health and Public Assistance

542	County Indigent Cases
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543           Housing Authority  
570           Veterans Services  
590           Community Action Agency

Education and Recreation

611           Library  
620           Farm Advisor  
621           Joint Lassen/Shasta Farm Advisor  
701           Recreation and Parks  
710           Veterans' Halls

Debt Service/Contingency

900           Reserves for Contingencies

**ACCUMULATED CAPITAL OUTLAY (040)**

161           Accumulated Capital Outlay

**IMPACT MITIGATION FEE FUND (057)**

157           Impact Mitigation Fee Administration

**CAPITAL PROJECTS - GENERAL (062)**

166           Land, Buildings, and Improvements

**GENERAL FEDERAL FOREST TITLE III FUND (065)**

176           Title III Projects

**DEBT SERVICE (070)**

803           County Courthouse Bonds

**DEBT SERVICE (072)**

805           Administration Center Bonds

**DEBT SERVICE (073)**

806           Energy Retrofit Administration

**MENTAL HEALTH FUND (080)**

410           Mental Health  
422           Alcohol and Drug Programs  
425           Perinatal Program

**MENTAL HEALTH SERVICES ACT FUND (081)**

404           Mental Health Services Act

**INTER-MOUNTAIN FAIR FUND (100)**

159 Inter-Mountain Fair

**OPPORTUNITY CENTER FUND (120)**

530 Opportunity Center

**SOCIAL SERVICES FUND (140)**

501 Social Services  
502 Health & Human Services Agency Administration  
541 Cash Aid Payments

**WILDLIFE FUND (150)**

294 Wildlife Control

**GENERAL RESERVE FUND (170)**

160 General Reserves

**HOUSING HOME IPP FUND (185)**

593 PHA Housing Assistance

**HOUSING HOME IPP FUND (186)**

592 Housing Home IPP Administration

**CALHOME PROP 1C FUNDING (187)**

591 CalHome Prop 1C Funding

**ENDANGERED SPECIES FUND (188)**

285 Knighton Road Beetle Mitigation

**ROAD FUND (190)**

301 Roads

**ROADS DUST MITIGATION FUND (191)**

302 Sacramento Valley Air Pollution Paving

**CHILD SUPPORT SERVICES FUND (192)**

228 Child Support Services

**PUBLIC SAFETY FUND (195)**

220 Public Safety General Revenues  
227 District Attorney

235	Sheriff
236	Boating Safety
246	Detention Annex
260	Jail
261	Burney Substation
262	Juvenile Hall
263	Probation
287	Coroner
288	Central Dispatch

**PUBLIC HEALTH FUND (196)**

411	Public Health
412	Shasta County Health Care
417	California Children's Services

**SHASTA HOUSING REHABILITATION FUND (197)**

596	Housing Rehabilitation Administration
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**INTERNAL SERVICE FUNDS**

Fund 201	Fleet Management (Cost Center 940)
Fund 202	Risk Management (Cost Center 950)
Fund 203	Information Technology (Cost Center 925)
Fund 204	Facilities Management (Cost Center 955)
Fund 205	Shasta Co. Utilities Admin. (Cost Center 00205)

**ENTERPRISE FUNDS**

Fund 200	Fall River Mills Airport
Fund 206	R. W. Curry West Central Landfill Replacement & Improvement Fund
Fund 207	Solid Waste Administration
Fund 209	R. W. Curry West Central Landfill Closure/Post-Closure Fund
Fund 210	Shasta County Transit

**SPECIAL DISTRICTS UNDER BOARD OF SUPERVISORS**

Fund 300-	County Service Areas and
399	Permanent Road Divisions
600-	(Includes Fund 391-CSA #1 –
638	County Fire)

**OTHER AGENCIES**

Fund 371	Shasta County Water Agency
Fund 851	In-Home Supportive Services Public Authority

**SUMMARY**

N/A

**DISCUSSION**

The County must approve a spending plan for FY 2018-19 by June 30, 2018. The Budget Hearings will provide the Board with an opportunity to receive a budget overview from the County Executive Officer (CEO), receive input from the public, and consider appeals from department heads.

**ALTERNATIVES**

The Board could decline to hold, or postpone the budget hearing. In the event the Budget Hearings are not conducted as recommended, a spending plan must still be approved by June 30, 2018. This would require the CEO to conduct a supplemental budget process to combine with the Recommended Budget for the Board to consider in August 2018.

**OTHER AGENCY INVOLVEMENT**

Every County department head provided input into this report via their budget request. The CEO and/or the CAO analysts have met with department heads to discuss their budget request. The CEO and Auditor-Controller worked collaboratively on compilation of the Recommended Budget.

**FINANCING**

Department Heads have worked diligently to control spending in the current fiscal year to create a fund balance carryover for FY 2018-19. General Fund departments are projected to achieve a 11.24 percent expenditure reduction in the fiscal year ending June 30, 2018, which will result in a fund balance carryover of \$9 million.

Department Heads and their fiscal staff are to be commended for their willingness to manage spending within available resources while continuing to meet the needs of our community.

**ATTACHMENTS:**

Description	Upload Date	Description
Position Allocation FY2018-19	5/25/2018	Position Allocation FY2018-19
FY 201819 Budget Overview CAO Recommends	5/29/2018	FY 201819 Budget Overview CAO Recommends



# BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>GENERAL GOVERNMENT</b>					
<b>101 BOARD OF SUPERVISORS</b>					
Supervisor	5.00	5.00	5.00	5.00	0.00
	5.00	5.00	5.00	5.00	0.00
<b>102 COUNTY ADMINISTRATIVE OFFICE</b>					
County Executive Officer	1.00	1.00	1.00	1.00	0.00
County Executive Officer Assistant - Conf.	1.00	1.00	1.00	1.00	0.00
County Chief Financial Officer	1.00	1.00	1.00	1.00	0.00
Principal Administrative Analyst					
or					
Senior Administrative Analyst					
or	3.00	3.00	3.00	3.00	0.00
Administrative Analyst II					
or					
Administrative Analyst I					
Agency Staff Services Analyst II-Confidential					
or	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst I-Confidential					
	7.00	7.00	7.00	7.00	0.00
<b>103 CLERK OF THE BOARD</b>					
Chief Deputy Clerk of the Board	1.00	1.00	1.00	1.00	0.00
Administrative Board Clerk III - Conf.					
or					
Administrative Board Clerk II - Conf.	3.00	3.00	3.00	3.00	0.00
or					
Administrative Board Clerk I - Conf.					
	4.00	4.00	4.00	4.00	0.00
<b>110 AUDITOR-CONTROLLER</b>					
Auditor-Controller	1.00	1.00	1.00	1.00	0.00
Accountant Auditor II					
or	4.00	5.00	5.00	5.00	0.00
Accountant Auditor I					
Accountant Auditor III-Confidential					
or	1.00	1.00	1.00	1.00	0.00
Accountant Auditor II-Confidential					
or					
Accountant Auditor I-Confidential					
Accountant Auditor III	3.00	2.00	2.00	2.00	0.00
Accounting Assistant	4.00	4.00	4.00	4.00	0.00
Accounting Technician	2.00	2.00	2.00	2.00	0.00
Agency Staff Services Analyst I					
or	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst II					
Agency Staff Services Analyst I - Confidential					
or	0.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst II - Confidential					
Assistant Auditor Controller	1.00	1.00	1.00	1.00	0.00
Chief Deputy Auditor	2.00	2.00	2.00	2.00	0.00
Executive Assistant - Conf.	1.00	0.00			0.00
Managing Accountant-Auditor	1.00	1.00	1.00	1.00	0.00
Payroll Technician I - Confidential					
or	3.00	3.00	3.00	3.00	0.00
Payroll Technician II - Confidential					
Supervising Accountant		1.00	1.00	1.00	0.00
	24.00	25.00	25.00	25.00	0.00
<b>111 TREASURER-TAX COLLECTOR</b>					
Treas.-Tax Collector - Public Administrator	1.00	1.00	1.00	1.00	0.00
Accountant Auditor II					
or	1.00	1.00	1.00	1.00	0.00
Accountant Auditor I					

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Accountant Auditor III or Accountant Auditor II or Accountant Auditor I	1.00	1.00	1.00	1.00	0.00
Chief Deputy Treasurer-Tax Coll/Collect	1.00	1.00	1.00	1.00	0.00
Chief Deputy Treasurer-Tax Coll/PA	1.00	1.00	1.00	1.00	0.00
Operations Specialist I or Operations Specialist II	2.00	2.00	2.00	2.00	0.00
Property Tax Specialist I or Property Tax Specialist II or Property Tax Specialist III	5.00	5.00	5.00	5.00	0.00
Senior Property Tax Specialist	1.00	1.00	1.00	1.00	0.00
Senior Staff Analyst	1.00	1.00	1.00	1.00	0.00
	14.00	14.00	14.00	14.00	0.00
<b>112 ASSESSOR-RECORDER</b>					
Assessor-Recorder	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst I or Agency Staff Services Analyst II	1.00	1.00	1.00	1.00	0.00
Appraisal Manager	3.00	3.00	3.00	3.00	0.00
Assessor/Recorder Clerk III or Assessor/Recorder Clerk II or Assessor/Recorder Clerk I	7.00	7.00	7.00	7.00	0.00
Assessor/Recorder Program Manager	2.00	2.00	2.00	2.00	0.00
Auditor Appraiser III or Auditor Appraiser II or Auditor Appraiser I	3.00	3.00	3.00	3.00	0.00
Deputy Assessor/Recorder	2.00	2.00	2.00	2.00	0.00
Inter-Departmental Systems Coordinator	1.00	1.00	1.00	1.00	0.00
Mapping Specialist II or Mapping Specialist I	2.00	2.00	2.00	2.00	0.00
Real Property Appraiser III or Real Property Appraiser II or Real Property Appraiser I	11.00	11.00	11.00	11.00	0.00
Real Property Appraiser Aide	2.00	2.00	2.00	2.00	0.00
Senior Specialist Real Property Appraiser	2.00	2.00	2.00	2.00	0.00
Senior Supervising Auditor Appraiser					0.00
Sr. Supervising Real Prop. Appraiser					0.00
Senior Assessor/Recorder Clerk	4.00	4.00	4.00	4.00	0.00
Supervising Assessor/Recorder Clerk	1.00	1.00	1.00	1.00	0.00
	42.00	42.00	42.00	42.00	0.00
<b>113 SUPPORT SERVICES - PURCHASING</b>					
Administrative Secretary II-Confidential or Administrative Secretary I-Confidential	0.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst II-Confidential or Agency Staff Services Analyst I-Confidential	1.00	1.00	1.00	1.00	0.00
Support Services Technician-Confidential	1.00	0.00	0.00	0.00	0.00
	2.00	2.00	2.00	2.00	0.00
<b>120 COUNTY COUNSEL</b>					
County Counsel	1.00	1.00	1.00	1.00	0.00
Assistant County Counsel	1.00	1.00	1.00	1.00	0.00
Senior Deputy County Counsel or Deputy County Counsel III or Deputy County Counsel II or Deputy County Counsel I	6.00	6.00	6.00	6.00	0.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Legal Office Executive Assistant - Conf.	1.00	1.00	1.00	1.00	0.00
Legal Secretary - Conf.	2.00	2.00	2.00	2.00	0.00
	11.00	11.00	11.00	11.00	0.00
<b>130 SUPPORT SERVICES - PERSONNEL</b>					
Director of Support Services	1.00	1.00	1.00	1.00	0.00
Agency Staff Service Analyst II-Conf or Agency Staff Service Analyst I-Conf	1.00	1.00	1.00	1.00	0.00
Assistant Director of Support Services	1.00	1.00	1.00	1.00	0.00
Executive Assistant - Conf.	1.00	1.00	1.00	1.00	0.00
Lead Personnel Assistant- Confidential	1.00	1.00	1.00	1.00	0.00
Personnel Analyst III or Personnel Analyst II	1.00	1.00	1.00	1.00	0.00
Personnel Analyst I					
Personnel Assistant - Confidential or Personnel Technician II - Conf.	7.00	7.00	7.00	7.00	0.00
Personnel Technician I - Conf.					
	13.00	13.00	13.00	13.00	0.00
<b>140 ELECTIONS</b>					
Accountant Auditor I or Accountant Auditor II	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst II or Agency Staff Services Analyst I	3.00	4.00	4.00	4.00	0.00
Assist County Clerk/Registrar Voters	1.00	1.00	1.00	1.00	0.00
Clerk/Elections Specialist II or Clerk/Elections Specialist I	3.00	3.00	3.00	3.00	0.00
Clerk/Elections Supervisor					0.00
Election Technician	0.00	0.00	1.00	1.00	1.00
Supervising Staff Services Analyst	1.00	1.00	1.00	1.00	0.00
	9.00	10.00	11.00	11.00	1.00
<b>175 COUNTY SERVICE AREA DIVISION</b>					
Accounting Technician	1.00	1.00	1.00	1.00	0.00
Lead Water/Wastewater Operator	1.00	1.00	1.00	1.00	0.00
Utility Operations Superintendent	1.00	1.00	1.00	1.00	0.00
Water/Wastewater Operator II or Water/Wastewater Operator I	3.00	3.00	3.00	3.00	0.00
Water/Wastewater Operator Trainee					
	6.00	6.00	6.00	6.00	0.00
<b>282 BUILDING DIVISION</b>					
Administrative Secretary II	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst II or Agency Staff Services Analyst I	1.00	1.00	1.00	1.00	0.00
Assistant Permit Specialist or Associate Permit Specialist	3.00	3.00	3.00	3.00	0.00
Senior Permit Specialist					
Building Division Manager	1.00	1.00	1.00	1.00	0.00
Building Inspector II or Building Inspector I	5.00	5.00	5.00	5.00	0.00
Building Inspector III	3.00	3.00	3.00	3.00	0.00
Data Entry Operator III	2.00	2.00	2.00	2.00	0.00
Staff Services Manager	2.00	2.00	2.00	2.00	0.00
Typist Clerk III	1.00	1.00	1.00	1.00	0.00
	19.00	19.00	19.00	19.00	0.00

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>286 PLANNING DIVISION</b>					
Assistant Director of Res. Management	1.00	1.00	1.00	1.00	0.00
Assistant Permit Specialist					
or					
Associate Permit Specialist	1.00	1.00	1.00	1.00	0.00
or					
Senior Permit Specialist					
Associate Planner					
or	3.00	3.00	3.00	3.00	0.00
Assistant Planner					
Mapping Specialist II	1.00	1.00	1.00	1.00	0.00
or					
Mapping Specialist I					
Planning Division Manager	1.00	1.00	1.00	1.00	0.00
Senior Planner	4.00	4.00	4.00	4.00	0.00
Typist Clerk III	1.00	1.00	1.00	1.00	0.00
	12.00	12.00	12.00	12.00	0.00
<b>402 ENVIRONMENTAL HEALTH</b>					
Director of Resource Management	1.00	1.00	1.00	1.00	0.00
Admin/Community Education Division Manager	1.00	0.00			0.00
Assistant Permit Specialist					
or					
Associate Permit Specialist	3.00	3.00	3.00	3.00	0.00
or					
Senior Permit Specialist					
Community Education Specialist II					
or	1.00	1.00	1.00	1.00	0.00
Community Education Specialist I					
Deputy Resource Management Director-Admin.		1.00	1.00	1.00	0.00
Environmental Health Specialist					
or	5.00	5.00	5.00	5.00	0.00
Environmental Health Specialist Trainee					
Environmental Health Division Manager	1.00	1.00	1.00	1.00	0.00
Senior Environmental Health Spec.	5.00	6.00	6.00	6.00	0.00
Supervising Community Education Specialist	1.00	1.00	1.00	1.00	0.00
Waste Management Specialist	1.00	0.00	0.00	0.00	0.00
	19.00	19.00	19.00	19.00	0.00
<b>GENERAL GOVERNMENT SUBTOTAL</b>	187.00	189.00	190.00	190.00	1.00
<b>PUBLIC PROTECTION</b>					
<b>207 PUBLIC DEFENDER/INDIGENT DEFENSE</b>					
Public Defender	1.00	1.00	1.00	1.00	0.00
Assistant Public Defender	1.00	1.00	1.00	1.00	0.00
Chief Public Defender Investigator	1.00	1.00	1.00	1.00	0.00
Deputy Public Defender III					
or					
Deputy Public Defender II	12.00	12.00	12.00	12.00	0.00
or					
Deputy Public Defender I					
Legal Office Executive Assistant - Conf	1.00	1.00	1.00	1.00	0.00
Legal Process Clerk II					
or	2.00	2.00	1.00	1.00	(1.00)
Legal Process Clerk I					
Legal Secretary	2.00	2.00	3.00	3.00	1.00
Legal Secretary-Supervisor	1.00	1.00	1.00	1.00	0.00
Public Defender Investigator II					
or	3.00	3.00	3.00	3.00	0.00
Public Defender Investigator I					
Senior Deputy Public Defender	2.00	2.00	3.00	3.00	1.00
Social Worker					
or	2.00	2.00	2.00	2.00	0.00
Assistant Social Worker					
	28.00	28.00	29.00	29.00	1.00
<b>221 COUNTY CLERK</b>					
County Clerk	1.00	1.00	1.00	1.00	0.00
Clerk/Elections Specialist II					
or	1.00	1.00	1.00	1.00	0.00
Clerk/Elections Specialist I					
	2.00	2.00	2.00	2.00	0.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>228 CHILD SUPPORT SERVICES</b>					
Director of Child Support Services	1.00	1.00	1.00	1.00	0.00
Account Clerk III	2.00	2.00	2.00	2.00	0.00
Asst. Director of Child Support Services	1.00	1.00	1.00	1.00	0.00
Chief Child Support Attorney	1.00	1.00	1.00	1.00	0.00
Child Support Assistant II or	14.00	12.00	12.00	12.00	0.00
Child Support Assistant I					
Child Support Assistant III	1.00	1.00	1.00	1.00	0.00
Child Support Attorney III or					
Child Support Attorney II	2.00	2.00	2.00	2.00	0.00
Child Support Attorney I					
Child Support Program Manager	2.00	2.00	2.00	2.00	0.00
Child Support Specialist II or	40.00	42.00	42.00	42.00	0.00
Child Support Specialist I					
Child Support Specialist III	6.00	7.00	7.00	7.00	0.00
Legal Office Executive Assistant-Confidential	1.00	1.00	1.00	1.00	0.00
Legal Secretary	2.00	1.00	1.00	1.00	0.00
Office Assistant Supervisor I	1.00	1.00	1.00	1.00	0.00
Staff Services Analyst II or	2.00	2.00	2.00	2.00	0.00
Staff Services Analyst I					
Staff Services Manager	1.00	1.00	1.00	1.00	0.00
Supervising Child Support Specialist	7.00	7.00	7.00	7.00	0.00
	84.00	84.00	84.00	84.00	0.00
<b>237 SHERIFF'S CIVIL UNIT</b>					
Account Clerk II or	1.00	1.00	1.00	1.00	0.00
Account Clerk I					
Deputy Sheriff or					
Deputy Sheriff (Entry Level)	1.00	1.00	1.00	1.00	0.00
Deputy Sheriff Trainee					
Legal Process Clerk II or	1.00	1.00	1.00	1.00	0.00
Legal Process Clerk I					
Legal Secretary	1.00	1.00	1.00	1.00	0.00
Sergeant	1.00	1.00	1.00	1.00	0.00
	5.00	5.00	5.00	5.00	0.00
<b>256 VICTIM/WITNESS JT. POWERS</b>					
Claims Specialist II or	3.00	3.00	4.00	4.00	1.00
Claims Specialist I					
Claims Supervisor	1.00	1.00	1.00	1.00	0.00
Legal Process Clerk II or	1.00	1.00	0.00	0.00	(1.00)
Legal Process Clerk I					
Office Assistant II or	1.00	1.00	1.00	1.00	0.00
Office Assistant I					
Program Manager I	1.00	1.00	1.00	1.00	0.00
Senior Victim Advocate	1.00	1.00	1.00	1.00	0.00
Victim Advocate II or	2.00	2.00	3.00	3.00	1.00
Victim Advocate I					
Victim Advocate II or	1.00	1.00	1.00	1.00	0.00
Victim Advocate I					
	11.00	11.00	12.00	12.00	1.00
<b>280 AGRICULTURAL COMMISSIONER</b>					
Ag Comm./Sealer Weights & Measures	1.00	1.00	1.00	1.00	0.00
Accountant Auditor I or	0.00	0.00	0.00	0.00	0.00
Accountant Auditor II					
Administrative Secretary II	1.00	1.00	1.00	1.00	0.00

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ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Agency Staff Services Analyst II or Agency Staff Services Analyst I	1.00	1.00	1.00	1.00	0.00
Agricultural & Standards Investigator III or Agricultural & Standards Investigator II	5.00	5.00	6.00	6.00	1.00
Agricultural & Standards Investigator I Agric. & Standards Prog. Assistant II or Agric. & Standards Prog. Assistant I	2.00	2.00	1.00	1.00	(1.00)
Agric. & Standards Prog. Associate I or Agric. & Standards Prog. Associate II	1.00	1.00	1.00	1.00	0.00
Dep. Ag. Comm/Sealer Weights & Meas. Typist Clerk III	1.00	1.00	1.00	1.00	0.00
	1.00	1.00	1.00	1.00	0.00
	13.00	13.00	13.00	13.00	0.00
<b>290 RECORDER</b>					
Assessor/Recorder Clerk III or Assessor/Recorder Clerk II	5.00	5.00	5.00	5.00	0.00
Assessor/Recorder Clerk I Assessor/Recorder Program Manager	1.00	1.00	1.00	1.00	0.00
Senior Assessor/Recorder Clerk	2.00	2.00	2.00	2.00	0.00
Supervising Assessor/Recorder Clerk	1.00	1.00	1.00	1.00	0.00
	9.00	9.00	9.00	9.00	0.00
<b>297 ANIMAL CONTROL</b>					
Animal Regulation Officer III Animal Regulation Officer II or Animal Regulation Officer I	0.00	0.00	0.00	0.00	0.00
	4.00	4.00	4.00	4.00	0.00
	4.00	4.00	4.00	4.00	0.00
<b>299 Public Administrator</b>					
Deputy Public Administrator	1.00	1.00	1.00	1.00	0.00
Personal Property Custodian	1.00	1.00	1.00	1.00	0.00
	2.00	2.00	2.00	2.00	0.00
<b>PUBLIC PROTECTION SUBTOTAL</b>	158.00	158.00	160.00	160.00	2.00
<b>PUBLIC SAFETY</b>					
<b>227 DISTRICT ATTORNEY</b>					
District Attorney	1.00	1.00	1.00	1.00	0.00
Accountant Auditor II or Accountant Auditor I	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst II or Agency Staff Services Analyst I	1.00	1.00	1.00	1.00	0.00
Chief Deputy District Attorney	1.00	1.00	1.00	1.00	0.00
Chief District Attorney's Investigator	1.00	1.00	1.00	1.00	0.00
Chief Fiscal Officer			1.00	1.00	1.00
Collection Clerk III	1.00	1.00	1.00	1.00	0.00
Deputy District Attorney III or Deputy District Attorney II	14.00	15.00	15.00	15.00	0.00
Deputy District Attorney I Deputy District Attorney III or Deputy District Attorney II	0.00	1.00	1.00	1.00	0.00
Deputy District Attorney I Deputy District Attorney III or Deputy District Attorney II					
Deputy District Attorney II ( <i>Sunset date 6/30/2018</i> ) or Deputy District Attorney I	1.00	0.00	0.00	0.00	0.00
District Attorney's Investigator II or	8.00	9.00	9.00	9.00	0.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
District Attorney's Investigator I District Attorney's Investigator II ( <i>Sunset date 6/30/2018</i> ) or	1.00	0.00	0.00	0.00	0.00
District Attorney's Investigator I Investigative Technician II or	5.00	5.00	5.00	5.00	0.00
Investigative Technician I Legal Office Executive Assistant - Conf. Legal Process Clerk II or	1.00	1.00	1.00	1.00	0.00
Legal Process Clerk I Legal Secretary Legal Secretary Supervisor	6.00	7.00	7.00	7.00	0.00
Senior Deputy District Attorney Staff Services Manager	5.00	5.00	5.00	5.00	0.00
Supervising District Attorney's Invest.	1.00	1.00	1.00	1.00	0.00
	1.00	1.00	0.00	0.00	(1.00)
	1.00	1.00	1.00	1.00	0.00
	57.00	59.00	59.00	59.00	0.00
<b>235 SHERIFF/CORONER</b>					
Sheriff Coroner Accountant Auditor II or	1.00	1.00	1.00	1.00	0.00
Accountant Auditor I Accounting Technician Administrative Secretary II or	2.00	2.00	2.00	2.00	0.00
Administrative Secretary I Agency Staff Services Analyst II or	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst I Captain	1.00	1.00	1.00	1.00	0.00
Chief Fiscal Officer Community Service Officer Crime Analyst	2.00	2.00	2.00	2.00	0.00
Deputy Sheriff or	1.00	1.00	1.00	1.00	0.00
Deputy Sheriff (Entry Level) or	52.00	52.00	52.00	52.00	0.00
Deputy Sheriff Trainee Executive Assistant - Conf. Investigative Services Analyst Investigative Technician II or	1.00	1.00	1.00	1.00	0.00
Investigative Technician I Lieutenant	2.00	2.00	2.00	2.00	0.00
Personnel Assistant Project Integration Supervisor Senior Account Clerk	4.00	4.00	4.00	4.00	0.00
Senior Investigative Technician Sergeant	1.00	1.00	1.00	1.00	0.00
Sheriff's Program Manager Sheriff's Records Supervisor Sheriff's Records Specialist II or	11.00	11.00	11.00	11.00	0.00
Sheriff's Records Specialist I Sheriff's Records Specialist III Undersheriff	1.00	1.00	1.00	1.00	0.00
	1.00	1.00	1.00	1.00	0.00
	109.00	109.00	109.00	109.00	0.00
<b>236 BOATING SAFETY</b>					
Boating Safety Officer Deputy Sheriff or	1.00	1.00	1.00	1.00	0.00
Deputy Sheriff (Entry Level) or	1.00	1.00	1.00	1.00	0.00
Deputy Sheriff Trainee Sergeant	1.00	1.00	1.00	1.00	0.00
	3.00	3.00	3.00	3.00	0.00

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ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>246 DETENTION ANNEX</b>					
Correctional Sergeant-Deputy Sheriff	1.00	1.00	1.00	1.00	0.00
Correctional Officer I-Deputy Sheriff or	4.00	4.00	4.00	4.00	0.00
Correctional Officer II-Deputy Sheriff Public Safety Service Officer	1.00	1.00	1.00	1.00	0.00
	6.00	6.00	6.00	6.00	0.00
<b>260 JAIL</b>					
Adult Custody Cook II or	8.00	8.00	8.00	8.00	0.00
Adult Custody Cook I Agency Staff Services Analyst II or	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst I Captain	1.00	1.00	1.00	1.00	0.00
Correctional Lieutenant -Deputy Sheriff Correctional Officer II-Deputy Sheriff or	1.00	1.00	1.00	1.00	0.00
Correctional Officer I-Deputy Sheriff Correctional Plant Manager	64.00	64.00	64.00	64.00	0.00
Correctional Sergeant-Deputy Sheriff Public Safety Service Officer	1.00	1.00	1.00	1.00	0.00
Senior Sheriff's Service Officer	5.00	5.00	5.00	5.00	0.00
	6.00	6.00	6.00	6.00	0.00
	3.00	3.00	3.00	3.00	0.00
	90.00	90.00	90.00	90.00	0.00
<b>261 BURNEY SUB-STATION</b>					
Community Service Officer Deputy Sheriff or	2.00	2.00	2.00	2.00	0.00
Deputy Sheriff (Entry Level) or	10.00	10.00	10.00	10.00	0.00
Deputy Sheriff Trainee Lieutenant	1.00	1.00	1.00	1.00	0.00
Public Safety Services Officer Sergeant	0.00	0.00			0.00
	2.00	2.00	2.00	2.00	0.00
	15.00	15.00	15.00	15.00	0.00
<b>262 JUVENILE HALL</b>					
Cook II	2.00	2.00	2.00	2.00	0.00
Juvenile Detention Officer II or	26.00	26.00	26.00	26.00	0.00
Juvenile Detention Officer I Legal Process Clerk II or	1.00	1.00	1.00	1.00	0.00
Legal Process Clerk I Probation Division Director	1.00	1.00	1.00	1.00	0.00
Supervising Juvenile Detention Officer Supervising Probation Officer	4.00	4.00	4.00	4.00	0.00
	2.00	2.00	2.00	2.00	0.00
	36.00	36.00	36.00	36.00	0.00
<b>263 PROBATION</b>					
Chief Probation Officer	1.00	1.00	1.00	1.00	0.00
Accounting Technician	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst II or	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst I Assistant Chief Probation Officer	1.00	1.00	1.00	1.00	0.00
Chief Fiscal Officer	1.00	1.00	1.00	1.00	0.00
Community Services Coordinator	1.00	1.00	1.00	1.00	0.00
Deputy Probation Officer III	10.00	10.00	10.00	10.00	0.00
Deputy Probation Officer II or	35.00	35.00	33.00	33.00	(2.00)
Deputy Probation Officer I Juvenile Detention Officer II or	1.00	1.00	1.00	1.00	0.00
Juvenile Detention Officer I Legal Process Clerk II or	8.00	8.00	7.00	7.00	(1.00)



BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Legal Process Clerk I					
Legal Secretary/Supervisor	2.00	2.00	2.00	2.00	0.00
Probation Assistant	11.00	11.00	11.00	11.00	0.00
Probation Assistant ( <i>Sunset date 6/30/2018</i> )	1.00	1.00	0.00	0.00	(1.00)
Probation Division Director	3.00	3.00	3.00	3.00	0.00
Senior Legal Process Clerk	1.00	1.00	1.00	1.00	0.00
Senior Staff Analyst	2.00	2.00	2.00	2.00	0.00
Supervising Probation Officer	6.00	6.00	6.00	6.00	0.00
	86.00	86.00	82.00	82.00	(4.00)
<b>287 CORONER</b>					
Administrative Secretary II					
or	1.00	1.00	1.00	1.00	0.00
Administrative Secretary I					
Captain					0.00
Deputy Coroner Investigator	4.00	4.00	4.00	4.00	0.00
Forensic Pathologist	1.00	1.00	1.00	1.00	0.00
Lieutenant	1.00	1.00	1.00	1.00	0.00
	7.00	7.00	7.00	7.00	0.00
<b>PUBLIC SAFETY SUBTOTAL</b>	409.00	411.00	407.00	407.00	(4.00)
<b>PUBLIC WAYS AND FACILITIES</b>					
<b>301 ROADS</b>					
Public Works Director	1.00	1.00	1.00	1.00	0.00
Accountant Auditor II					
or	1.00	1.00	1.00	1.00	0.00
Accountant Auditor II					
Accounting Technician	2.00	2.00	2.00	2.00	0.00
Agency Staff Services Analyst II					
or	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst I					
Associate Engineer					
or					
Assistant Engineer	9.00	9.00	9.00	9.00	0.00
or					
Junior Engineer					
County Real Property/Right of Way Agent	1.00	1.00	1.00	1.00	0.00
Deputy Public Works Director-Admin.	1.00	1.00	1.00	1.00	0.00
Deputy Public Works Director-Engr.	2.00	2.00	2.00	2.00	0.00
Engineering Technician II	2.00	2.00	2.00	2.00	0.00
Engineering Technician III	3.00	3.00	3.00	3.00	0.00
Equipment Mechanic	6.00	6.00	6.00	6.00	0.00
Executive Assistant - Conf.	1.00	1.00	1.00	1.00	0.00
Lead Maintenance Worker	7.00	7.00	7.00	7.00	0.00
Maintenance Mechanic II					
or	1.00	1.00	1.00	1.00	0.00
Maintenance Mechanic I					
Maintenance Supervisor	6.00	6.00	6.00	6.00	0.00
Operations Superintendent	1.00	1.00	1.00	1.00	0.00
Parts Storekeeper	1.00	1.00	1.00	1.00	0.00
Road Maintenance Worker II					
or	11.00	11.00	11.00	11.00	0.00
Road Maintenance Worker I					
Road Maintenance Worker III	17.00	17.00	17.00	17.00	0.00
Senior Account Clerk					0.00
Special Crews Worker III	4.00	4.00	4.00	4.00	0.00
Supervising Engineer	4.00	4.00	4.00	4.00	0.00
Typist Clerk III	1.00	1.00	1.00	1.00	0.00
Welder Mechanic	1.00	1.00	1.00	1.00	0.00
	84.00	84.00	84.00	84.00	0.00
<b>PUBLIC WAYS AND FACILITIES SUBTOTAL</b>	84.00	84.00	84.00	84.00	0.00

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>HEALTH AND PUBLIC ASSISTANCE</b>					
<b>404 MHSA</b>					
Agency Staff Services Analyst II or Agency Staff Services Analyst I Allied Medical Professional or Staff Nurse II Clinical Program Coordinator Clinical Psychologist III/II/I or Mental Health Clinician III/II/I or Staff Nurse II/I Community Mental Health Worker Health & Human Services Program Manager Licensed Vocational Nurse Medical Services Clerk Peer Support Specialist Psychiatric Technician Senior Psychiatrist Social Worker or Assistant Social Worker Staff Nurse II or Staff Nurse I Supervising Community Education Specialist Typist Clerk III	1.00   1.00  2.00   15.00   6.00 1.00  1.00 3.00 1.00 1.00 8.00  2.00  1.00 1.00	1.00   1.00  2.00   15.00   6.00 1.00  1.00 3.00 0.00 1.00 8.00  2.00  1.00 1.00	1.00   1.00  2.00   15.00   6.00 1.00  1.00 8.00 0.00 1.00 8.00  2.00  1.00 1.00	1.00   1.00  2.00   15.00   6.00 1.00  1.00 8.00 0.00 1.00 8.00  2.00  1.00 1.00	0.00   0.00  0.00   0.00   0.00 0.00 5.00 0.00 0.00 0.00 0.00  0.00  0.00 0.00
	44.00	44.00	49.00	49.00	5.00
<b>410 MENTAL HEALTH</b>					
Administrative Secretary I Administrative Secretary II Business Office Clerk II or Business Office Clerk I Chief of Psychiatry Clinical Division Chief Clinical Program Coordinator Clinical Psychologist III/II/I or Mental Health Clinician III/II/I or Staff Nurse II/I Community Development Coordinator ( <i>Sunset date 6/30/2021</i> ) Community Health Advocate Community Mental Health Worker Lead Community Mental Health Worker Licensed Vocational Nurse Medical Services Clerk Mental Health Clinician II or Mental Health Clinician I Nurse Practitioner II or Nurse Practitioner I or Physician Assistant II or Physician Assistant I Office Assistant II or Office Assistant I Office Assistant Supervisor Patients' Rights Advocate Senior Psychiatrist Senior Staff Services Analyst Senior Staff Services Analyst ( <i>Sunset date 6/30/2021</i> ) Social Worker or Assistant Social Worker Staff Nurse II or Staff Nurse I  Staff Nurse II Typist Clerk III  Staff Services Analyst I or	1.00 1.00  5.00  1.00 4.00 10.00  26.00   1.00 3.00 6.00 1.00 0.00 5.00  3.00   2.00   3.00 1.00 1.00 2.00 2.00 1.00  14.00  3.00   4.00 3.00   1.00	1.00 1.00  5.00  1.00 4.00 10.00  26.00   1.00 3.00 5.00 1.00 1.00 4.00  3.00   2.00   1.00 1.00 1.00 2.00 2.00 1.00  14.00  3.00   4.00 3.00   1.00	1.00 1.00  5.00  1.00 4.00 10.00  26.00   1.00 3.00 5.00 1.00 1.00 4.00  3.00   2.00   1.00 1.00 1.00 2.00 2.00 1.00  14.00  3.00   4.00 3.00   1.00	1.00 1.00  5.00  1.00 4.00 10.00  26.00   1.00 3.00 5.00 1.00 1.00 4.00  3.00   2.00   1.00 1.00 1.00 2.00 2.00 1.00  14.00  3.00   4.00 3.00   1.00	0.00 0.00  0.00  0.00 0.00 0.00  0.00   0.00 0.00 0.00 0.00 0.00 0.00  0.00   0.00   0.00 0.00 0.00 0.00 0.00 0.00  0.00   0.00 0.00   0.00

## BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Staff Services Analyst II	103.00	102.00	101.00	101.00	(1.00)
<b>411 PUBLIC HEALTH</b>					
Agency Staff Services Analyst II					
or	2.00	2.00	2.00	2.00	0.00
Agency Staff Services Analyst I					
Assist Social Worker					
or	3.00	3.00	3.00	3.00	0.00
Social Worker					
Assist Social Worker (Sunset Date of 6/30/2021)					
or	3.00	3.00	3.00	3.00	0.00
Social Worker					
Chief Public Health Microbiologist	1.00	1.00	1.00	1.00	0.00
Community Development Coordinator	5.00	5.00	5.00	5.00	0.00
Community Education Specialist II					
or	17.00	17.00	17.00	17.00	0.00
Community Education Specialist I					
Community Education Specialist II					
or	0.00	2.00	2.00	2.00	0.00
Community Education Specialist I					
Community Health Advocate	10.00	10.00	10.00	10.00	0.00
Community Organizer	5.00	5.00	5.00	5.00	0.00
Health Officer	1.00	1.00	1.00	1.00	0.00
HHS Program Manager	1.00	1.00	1.00	1.00	0.00
Licensed Vocational Nurse	1.00	1.00	1.00	1.00	0.00
MCAH Coordinator	1.00	1.00	1.00	1.00	0.00
Medical Billing Clerk	1.00	1.00	1.00	1.00	0.00
Medical Services Clerk	7.00	6.00	6.00	6.00	0.00
Nutrition Assistant II					
or	9.00	9.00	9.00	9.00	0.00
Nutrition Assistant I					
Nutrition Assistant III					
or					
Nutrition Assistant II	2.00	2.00	2.00	2.00	0.00
or					
Nutrition Assistant I					
Nutrition Assistant III	1.00	1.00	1.00	1.00	0.00
Office Assistant II					
or	1.00	2.00	2.00	2.00	0.00
Office Assistant I					
Public Health Assistant Lab Director	1.00	1.00	1.00	1.00	0.00
Public Health Microbiologist II					
or					
Public Health Microbiologist I	1.00	0.00	0.00	0.00	0.00
or					
Public Health Microbiologist Trainee					
Public Health Nutritionist II					
or					
Public Health Nutritionist I	1.00	1.00	1.00	1.00	0.00
or					
Community Education Specialist II					
or					
Community Education Specialist I					
Public Health Nutritionist II					
or	6.00	6.00	6.00	6.00	0.00
Public Health Nutritionist I					
Public Health Nurse II					
or					
Public Health Nurse I	3.00	3.00	3.00	3.00	0.00
or					
Registered Nurse (Public Health)					
Public Health Nurse II					
or					
Public Health Assistant	5.00	5.00	6.00	6.00	1.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Public Health Clinic Services Coordinator	4.00	4.00	4.00	4.00	0.00
Public Health Lab Director	1.00	1.00	1.00	1.00	0.00
Public Health Lab Technician	1.00	1.00	1.00	1.00	0.00
Public Health Microbiologist III	1.00	1.00	1.00	1.00	0.00
Public Health Nurse II					
or	19.00	19.00	19.00	19.00	0.00
Public Health Nurse I					
Public Health Nurse III					
or	2.00	2.00	2.00	2.00	0.00
Public Health Nurse II					
Public Health Program & Policy Analyst	5.00	7.00	7.00	7.00	0.00
Public Health Program Manager	5.00	5.00	5.00	5.00	0.00
Senior Public Health Assistant	2.00	2.00	2.00	2.00	0.00
Staff Nurse II					
or					
Staff Nurse I	1.00	1.00	1.00	1.00	0.00
or					
Public Health Nurse II					
Staff Services Analyst II					
or	1.00	1.00	1.00	1.00	0.00
Staff Services Analyst I					
Social Worker Supervisor I		1.00	1.00	1.00	0.00
Supervising Community Ed Specialist					
or	1.00	1.00	1.00	1.00	0.00
Supervising Public Health Nutritionist					
Supervising Community Ed Specialist	2.00	2.00	2.00	2.00	0.00
Supervising Public Health Nurse	4.00	4.00	4.00	4.00	0.00
Supervising Public Health Nutritionist	0.00	0.00	0.00	0.00	0.00
Typist Clerk II					
or	6.00	7.00	7.00	7.00	0.00
Typist Clerk I					
Typist Clerk III	2.00	2.00	0.00	0.00	(2.00)
	145.00	150.00	149.00	149.00	(1.00)
<b>417 CALIFORNIA CHILDREN SERVICES</b>					
Community Health Advocate	1.00	1.00	1.00	1.00	0.00
Medical Services Clerk	1.00	1.00	1.00	1.00	0.00
Occupational Therapist II					
or	8.00	8.00	8.00	8.00	0.00
Occupational Therapist I					
or					
Physical Therapist II					
or					
Physical Therapist I					
or					
Licensed Physical Therapy Assistant					
or					
Certified Occupational Therapy Assistant					
Public Health Nurse II					
or	2.00	2.00	2.00	2.00	0.00
Public Health Nurse I					
Social Worker					
or	3.00	3.00	3.00	3.00	0.00
Assistant Social Worker					
Supervising Public Health Nurse	1.00	1.00	1.00	1.00	0.00
Therapist Supervisor	1.00	1.00	1.00	1.00	0.00
Typist Clerk II					
or	2.00	2.00	1.00	1.00	(1.00)
Typist Clerk I					
	19.00	19.00	18.00	18.00	(1.00)
<b>422 ALCOHOL &amp; DRUG PROGRAMS</b>					
Administrative Secretary I	1.00	1.00	1.00	1.00	0.00
Alcohol and Drug Counselor II					
or	3.00	3.00	4.00	4.00	1.00
Alcohol and Drug Counselor I					
Clinical Division Chief					0.00
Clinical Psychologist III/II/I					
or					
Mental Health Clinician III/II/I	2.00	2.00	2.00	2.00	0.00
or					
Staff Nurse II/I					
Community Mental Health Worker	3.00	3.00	3.00	3.00	0.00
HHSA Program Manager	2.00	2.00	2.00	2.00	0.00
Social Worker					
or	8.00	8.00	8.00	8.00	0.00
Assistant Social Worker					
	19.00	19.00	20.00	20.00	1.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>425 SUBSTANCE ABUSE PERINATAL</b>					
Clinical Program Coordinator	1.00	1.00	1.00	1.00	0.00
Community Mental Health Worker	3.00	3.00	3.00	3.00	0.00
Social Worker					
or	4.00	4.00	4.00	4.00	0.00
Assistant Social Worker					
	8.00	8.00	8.00	8.00	0.00
<b>501 SOCIAL SERVICES ADMINISTRATION</b>					
Chief Deputy Public Guardian	1.00	1.00	1.00	1.00	0.00
Clinical Psychologist III/II/I					
or	1.00	1.00	1.00	1.00	0.00
Mental Health Clinician III/II/I					
or					
Staff Nurse II/I					
Deputy Public Guardian	4.00	4.00	4.00	4.00	0.00
Driver	2.00	2.00	2.00	2.00	0.00
Eligibility Supervisor	25.00	25.00	24.00	24.00	(1.00)
Eligibility Worker II					
or	152.00	151.00	144.00	144.00	(7.00)
Eligibility Worker I					
Eligibility Worker III	38.00	38.00	37.00	37.00	(1.00)
Employment and Training Worker II					
or	24.00	24.00	24.00	24.00	0.00
Employment and Training Worker I					
Employment and Training Worker III	9.00	9.00	9.00	9.00	0.00
Employment and Training Wrkr. Supv.	5.00	4.00	4.00	4.00	0.00
Fair Hearing Officer	4.00	4.00	4.00	4.00	0.00
Foster Parent Liaison	1.00	1.00	1.00	1.00	0.00
HHSA Program Manager	1.00	1.00	1.00	1.00	0.00
Legal Clerk	8.00	8.00	8.00	8.00	0.00
Legal Secretary	1.00	1.00	1.00	1.00	0.00
Office Assistant II					
or	44.00	45.00	45.00	45.00	0.00
Office Assistant I					
Office Assistant III	14.00	14.00	14.00	14.00	0.00
Office Assistant Supervisor I	7.00	7.00	7.00	7.00	0.00
Program Manager I					
or	3.00	3.00	3.00	3.00	0.00
Staff Services Manager					
Program Manager I	1.00	1.00	1.00	1.00	0.00
Program Manager II					
or	4.00	4.00	4.00	4.00	0.00
Program Manager I					
Senior Staff Services Analyst	7.00	7.00	7.00	7.00	0.00
Senior Vocational Counselor	1.00	1.00	1.00	1.00	0.00
Social Worker					
or	25.00	25.00	25.00	25.00	0.00
Assistant Social Worker					
Social Service Aide	21.00	21.00	21.00	21.00	0.00
Social Service Program Aide	1.00	1.00	1.00	1.00	0.00
Social Worker Supervisor I	4.00	4.00	4.00	4.00	0.00
Social Worker Supervisor II					
or	2.00	2.00	2.00	2.00	0.00
Social Worker Supervisor I					
Social Worker Supervisor II	16.00	14.00	14.00	14.00	0.00
Senior Social Worker					
or					
Social Worker	83.00	85.00	85.00	85.00	0.00
or					
Assistant Social Worker					
Staff Services Analyst II					
or	17.00	18.00	18.00	18.00	0.00
Staff Services Analyst I					
System Support Analyst	1.00	1.00	1.00	1.00	0.00
Typist Clerk I					
or			1.00	1.00	1.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Typist Clerk II					
Vocational Counselor	2.00	2.00	2.00	2.00	0.00
Vocational Counselor Supervisor	1.00	1.00	1.00	1.00	0.00
Vocational Evaluator Technician	1.00	1.00	1.00	1.00	0.00
	531.00	531.00	523.00	523.00	(8.00)
<b>502 HEALTH AND HUMAN SERVICES AGENCY</b>					
HHSA Director	1.00	1.00	1.00	1.00	0.00
Account Clerk II					
or	6.00	6.00	6.00	6.00	0.00
Account Clerk I					
Account Clerk III	8.00	8.00	8.00	8.00	0.00
Accountant Auditor II					
or	6.00	6.00	6.00	6.00	0.00
Accountant Auditor I					0.00
Accountant Auditor III	2.00	2.00	2.00	2.00	0.00
Accounting Technician	6.00	6.00	6.00	6.00	0.00
Administrative Secretary II					
or	1.00	1.00	1.00	1.00	0.00
Administrative Secretary I					0.00
Administrative Secretary II	1.00	1.00	1.00	1.00	0.00
Administrative Secretary II-Supervisor	1.00	1.00	1.00	1.00	0.00
Agency Staff Services Analyst I					
or	10.00	10.00	10.00	10.00	0.00
Agency Staff Services Analyst II					
Agency Staff Services Analyst II					
or					
Agency Staff Services Analyst I	1.00	1.00	1.00	1.00	0.00
or					
Public Health Assistant					
Community Development Coordinator	1.00	0.00	0.00	0.00	0.00
Community Education Specialist II					
or	3.00	3.00	3.00	3.00	0.00
Community Education Specialist I					
Epidemiologist	3.00	3.00	3.00	3.00	0.00
Epidemiology & Evaluation Supervisor	1.00	1.00	1.00	1.00	0.00
Executive Assistant - Confidential	6.00	6.00	6.00	6.00	0.00
HHSA Branch Director	5.00	5.00	5.00	5.00	0.00
HHSA Deputy Branch Director	6.00	6.00	6.00	6.00	0.00
HHSA Program Manager	7.00	7.00	7.00	7.00	0.00
Investigative Services Analyst	2.00	2.00	2.00	2.00	0.00
Office Assistant I/II	1.00	2.00	3.00	3.00	1.00
Office Assistant III	2.00	3.00	3.00	3.00	0.00
Personnel Assistant	3.00	3.00	3.00	3.00	0.00
Senior Account Clerk	1.00	1.00	1.00	1.00	0.00
Senior Public Health Assistant	1.00	1.00	1.00	1.00	0.00
Senior Staff Analyst	2.00	2.00	2.00	2.00	0.00
Senior Staff Services Analyst	9.00	8.00	8.00	8.00	0.00
Staff Services Analyst I					
or	7.00	7.00	8.00	8.00	1.00
Staff Services Analyst II					
Supervising Accountant	4.00	5.00	5.00	5.00	0.00
Supervising Community Education Specialist	1.00	1.00	1.00	1.00	0.00
Supervising Staff Services Analyst					
or	1.00	1.00	1.00	1.00	0.00
Senior Staff Services Analyst					
Typist Clerk II					
or	1.00	0.00	0.00	0.00	0.00
Typist Clerk I					
Typist Clerk III	2.00	2.00	2.00	2.00	0.00
Public Health Prog & Policy Analyst		1.00	1.00	1.00	0.00
	112.00	113.00	114.00	114.00	2.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>530 OPPORTUNITY CENTER</b>					
Employment Services Instr. II or	38.00	38.00	38.00	38.00	0.00
Employment Services Instr. I					
Employment Services Instr. III	4.00	4.00	4.00	4.00	0.00
Employment Services Supervisor	4.00	4.00	4.00	4.00	0.00
HSA Program Manager	1.00	1.00	1.00	1.00	0.00
Job Developer	5.00	5.00	5.00	5.00	0.00
Staff Services Manager	1.00	1.00	1.00	1.00	0.00
Typist Clerk III	2.00	2.00	2.00	2.00	0.00
Vocational Instructor III or					
Vocational Instructor II	2.00	2.00	2.00	2.00	0.00
or					
Vocational Instructor I					
	57.00	57.00	57.00	57.00	0.00
<b>543 HOUSING AUTHORITY</b>					
Housing Programs Specialist	3.00	3.00	3.00	3.00	0.00
Housing Supervisor	1.00	1.00	0.00	0.00	(1.00)
Social Worker or	1.00	1.00	1.00	1.00	0.00
Assistant Social Worker					
Program Manager I			1.00	1.00	1.00
Staff Services Manager	1.00	1.00	0.00	0.00	(1.00)
Staff Services Analyst I or	0.00	1.00	1.00	1.00	0.00
Staff Services Analyst II					
Clerk III	0.00	1.00	1.00	1.00	
Housing Rehabilitation Spec I or	0.00	1.00	1.00	1.00	0.00
Housing Rehabilitation Spec II					
	6.00	9.00	8.00	8.00	(1.00)
<b>570 VETERANS' SERVICE OFFICER</b>					
Veterans Service Officer	1.00	1.00	1.00	1.00	0.00
Office Assistant III or					
Office Assistant II	1.00	1.00	1.00	1.00	0.00
or					
Office Assistant I					
Veterans Service Representative III or					
Veterans Service Representative II	3.00	3.00	3.00	3.00	0.00
or					
Veterans Service Representative I					
	5.00	5.00	5.00	5.00	0.00
<b>590 COMMUNITY ACTION AGENCY</b>					
Dir. Housing/Community Action Program	1.00	1.00	1.00	1.00	0.00
Program Manager I			1.00	1.00	1.00
Housing and Community Program Specialist II or	1.00	2.00	2.00	2.00	0.00
Housing and Community Program Specialist I					
Office Assistant III		1.00	1.00	1.00	0.00
	2.00	4.00	5.00	5.00	1.00
<b>596 HOUSING REHAB</b>					
Housing and Community Program Specialist II or	1.00	0.00	0.00	0.00	0.00
Housing and Community Program Specialist I					
	1.00	0.00	0.00	0.00	0.00
<b>HEALTH &amp; PUBLIC ASSISTANCE SUBTOTAL</b>	1,052.00	1,061.00	1,057.00	1,057.00	(3.00)

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>EDUCATION &amp; RECREATION</b>					
<b>620 AGRICULTURAL EXT. SERVICE</b>					
Executive Assistant-Confidential	1.00	1.00	1.00	1.00	0.00
Typist Clerk III	1.00	1.00	1.00	1.00	0.00
	2.00	2.00	2.00	2.00	0.00
<b>EDUCATION &amp; RECREATION SUBTOTAL</b>	2.00	2.00	2.00	2.00	0.00
<b>ENTERPRISE AND INTERNAL SERVICES</b>					
<b>940 PUBLIC WORKS - FLEET MANAGEMENT</b>					
Fleet Management Supervisor	1.00	1.00	1.00	1.00	0.00
Fleet Mechanic	3.00	3.00	3.00	3.00	0.00
Accounting Technician	1.00	1.00	1.00	1.00	0.00
	5.00	5.00	5.00	5.00	0.00
<b>950 SUPPORT SERVICES - RISK MANAGEMENT</b>					
Chief Fiscal Officer	1.00	1.00	1.00	1.00	0.00
Risk Management Analyst III					
or					
Risk Management Analyst II	1.00	1.00	1.00	1.00	0.00
or					
Risk Management Analyst I					
Risk Management Assistant - Confidential					
or					
Risk Management Technician II - Conf.	1.00	1.00	1.00	1.00	0.00
or					
Risk Management Technician I - Conf.					
Senior Workers' Comp Adjuster-Confidential	0.00	1.00	1.00	1.00	0.00
Workers' Compensation Analyst III					
or					
Workers' Compensation Analyst II	2.00	1.00	1.00	1.00	0.00
or					
Workers' Compensation Analyst I					
Workers' Compensation Assistant - Confidential					
or					
Workers' Compensation Technician II - Conf.	2.00	2.00	2.00	2.00	0.00
or					
Workers' Compensation Technician I - Conf.					
Workers' Compensation Clerk-Conf.	1.00	1.00	1.00	1.00	0.00
Workers' Comp Adjuster II-Conf					
or					
Workers' Comp Adjuster I-Conf	1.00	1.00	1.00	1.00	0.00
	9.00	9.00	9.00	9.00	0.00
<b>925 INFORMATION TECHNOLOGY</b>					
Chief Information Officer	1.00	1.00	1.00	1.00	0.00
Accountant Auditor II					
or					
Accountant Auditor I	1.00	1.00	1.00	1.00	0.00
Account Clerk II					
or					
Account Clerk I	0.00	0.00	0.00	0.00	0.00
Accounting Technician					
Agency Staff Services Analyst I	1.00	1.00	1.00	1.00	0.00
or					
Agency Staff Services Analyst II			1.00	1.00	1.00
Deputy Director of Information Technology	1.00	1.00	1.00	1.00	0.00
Executive Assistant - Confidential	1.00	1.00	1.00	1.00	0.00
Information Technology Application Support Analyst	2.00	2.00	2.00	2.00	0.00
Information Technology Cabling Technician	1.00	1.00	1.00	1.00	0.00
Information Technology Computer Systems Specialist	1.00	1.00	1.00	1.00	0.00
Information Technology Database Administrator I					
or					
Information Technology Database Administrator II	1.00	1.00	1.00	1.00	0.00
Information Technology Desktop Support Assistant	2.00	2.00	1.00	1.00	(1.00)
Information Technology Desktop Support Engineer	1.00	1.00	1.00	1.00	0.00
Information Technology GIS Analyst	1.00	1.00	1.00	1.00	0.00
Information Technology Infrastructure Support Engineer II					
or					
Information Technology Infrastructure Support Engineer I	4.00	4.00	4.00	4.00	0.00
Information Technology Network Architect	1.00	1.00	1.00	1.00	0.00
Information Technology Programmer Analyst I					
or					
Information Technology Programmer Analyst II	5.00	5.00	5.00	5.00	0.00
or					



ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
Information Technology Programmer Analyst III					
Information Technology Programmer Analyst III - Conf	1.00	1.00	1.00	1.00	0.00
Information Technology Services Manager	4.00	4.00	4.00	4.00	0.00
Information Technology Supervisor	1.00	1.00	1.00	1.00	0.00
Information Technology Tech	10.00	10.00	10.00	10.00	0.00
Senior Information Technology Analyst					
or					
Associate Information Technology Analyst	7.00	7.00	7.00	7.00	0.00
or					
Assistant Information Technology Analyst					
Telephone Communications Technician	2.00	2.00	2.00	2.00	0.00
	49.00	49.00	49.00	49.00	0.00
<b>955 FACILITIES MANAGEMENT</b>					
Accountant Auditor II					
or	1.00	1.00	1.00	1.00	0.00
Accountant Auditor I					
Accounting Technician	2.00	2.00	2.00	2.00	0.00
Administrative Secretary II	1.00	1.00	1.00	1.00	0.00
Custodial Supervisor	1.00	1.00	1.00	1.00	0.00
Custodian II					
or	12.00	12.00	13.00	13.00	1.00
Custodian I					
Facilities Manager	1.00	1.00	1.00	1.00	0.00
Grounds Maintenance Worker II					
or	3.00	3.00	3.00	3.00	0.00
Grounds Maintenance Worker I					
Lead Grounds Maintenance Worker	1.00	1.00	1.00	1.00	0.00
Mechanical Crafts Worker II					
or	11.00	11.00	12.00	12.00	1.00
Mechanical Crafts Worker I					
Supervising Crafts Worker	2.00	2.00	2.00	2.00	0.00
	35.00	35.00	37.00	37.00	2.00
<b>207 SOLID WASTE - ENTERPRISE FUND</b>					
Associate Engineer					
or					
Assistant Engineer	2.00	2.00	2.00	2.00	0.00
or					
Junior Engineer					
Engineering Technician II					
or	1.00	1.00	1.00	1.00	0.00
Engineering Technician I					
Supervising Engineer	1.00	1.00	1.00	1.00	0.00
	4.00	4.00	4.00	4.00	0.00
<b>373 RESOURCE MANAGEMENT - AIR QUALITY MANAGEMENT DISTRICT</b>					
Administrative Secretary II	1.00	1.00	1.00	1.00	0.00
Air Pollution Inspector II					
or	3.00	3.00	3.00	3.00	0.00
Air Pollution Inspector I					
Air Quality District Manager	1.00	1.00	1.00	1.00	0.00
Senior Air Pollution Inspector	2.00	2.00	2.00	2.00	0.00
	7.00	7.00	7.00	7.00	0.00
<b>391 FIRE PROTECTION ADMINISTRATION - CSA #1</b>					
Fire Marshall (non-sworn)	1.00	1.00	1.00	1.00	0.00
Fire Safety Inspector	1.00	1.00	1.00	1.00	0.00
Parts Storekeeper	1.00	1.00	1.00	1.00	0.00
	3.00	3.00	3.00	3.00	0.00

BOARD OF SUPERVISORS REGULAR MEETING - June 5, 2018

ORGANIZATION UNIT/ FUNCTIONAL AREA	ADOPTED 2017-18	AS OF 4/30/2018	REQUESTED 2018-19	RECOMMENDED 2018-19	GAIN/ (LOSS)
<b>851 IN HOME SUPPORTIVE SERVICES</b>					
Office Assistant II or	1.00	1.00	1.00	1.00	0.00
Office Assistant I					
Senior Staff Services Analyst	1.00	1.00	1.00	1.00	0.00
Social Services Program Aide	2.00	2.00	2.00	2.00	0.00
	4.00	4.00	4.00	4.00	0.00
<b>ENTERPRISE AND INTERNAL SERVICE SUBTOTAL</b>	116.00	116.00	118.00	118.00	2.00
<b>GRAND TOTAL</b>	2,008.00	2,021.00	2,018.00	2,018.00	(2.00)

## BUDGET OVERVIEW

The FY 2018-19 Recommended Budget totals **\$448,906,363**, including,

### GOVERNMENTAL FUNDS

- \$ 88,344,071 General Fund
- \$299,396,197 Special Revenue Funds
- \$ 2,087,500 Capital Project Funds
- \$ 2,964,340 Debt Service Funds
- \$392,792,108 Total Governmental Funds

### OTHER FUNDS

- \$ 27,456,841 Internal Service Funds
- \$ 15,441,583 Enterprise Funds
- \$ 13,215,831 Special Districts and Other Agencies
- \$ 56,114,255 Total Other Funds

This represents an increase of less than one percent, when compared to the FY 2017-18 Adopted Budget.

About 80 percent of the overall budget is for non-general fund operating departments. Most have various State and Federal funds earmarked for specific purposes.

## BUDGET PRINCIPLES

On February 27, 2018, the Board of Supervisors received the FY 2017-18 Mid-Year Report and approved the following principles for the FY 2018-19 Budget:

- Continue the Controlled Hiring Process.
- Approve no new programs or new positions that are not clearly revenue supported.
- Review all grant funded positions. The Board has consistently maintained that the County will not preserve positions that have lost grant funding.
- The County administers many costly State programs. We have limited ability to raise revenues to offset any loss in State and Federal funding. We will avoid back-filling reductions in such funding when legally permissible, and continue to seek relief from unfunded State mandates.
- The County Executive Officer (CEO) will review all requests for capital assets and computer equipment.
- Departments that did not receive a subsidy for FY 2017-18 plan on a two percent increase from General Fund.
- Realize salary and benefit savings through collaborative bargaining with our labor partners.
- Recommend the deletion of positions vacant over 18 months, with exceptions as approved by the CEO.
- Encourage expenditure reductions in the current year to create carry-over funds for FY 2018-19.
- In accordance with Administrative Policy 2-101, *"Budgetary Policies and Controls"*, direct Department Heads to limit expenditures to ensure that their spending remains within each Object Level in the Adopted Budget.
- Hold Department Heads responsible for revenues in the Adopted Budget; direct them to notify the CEO of any revenue shortfall; and further, direct them to reduce spending as necessary to remain within the Adopted Budget Net County Cost.

## LONG-RANGE PLANNING

The County continues to adhere to conservative spending due to economic uncertainty. Taking a proactive approach to spending reductions in the past several fiscal years has helped keep the County solvent. Our

Department Heads know their revenue sources and continue to balance service to our community with appropriate spending. Department Heads are to be commended for this continued dedication.

## DISCRETIONARY REVENUE

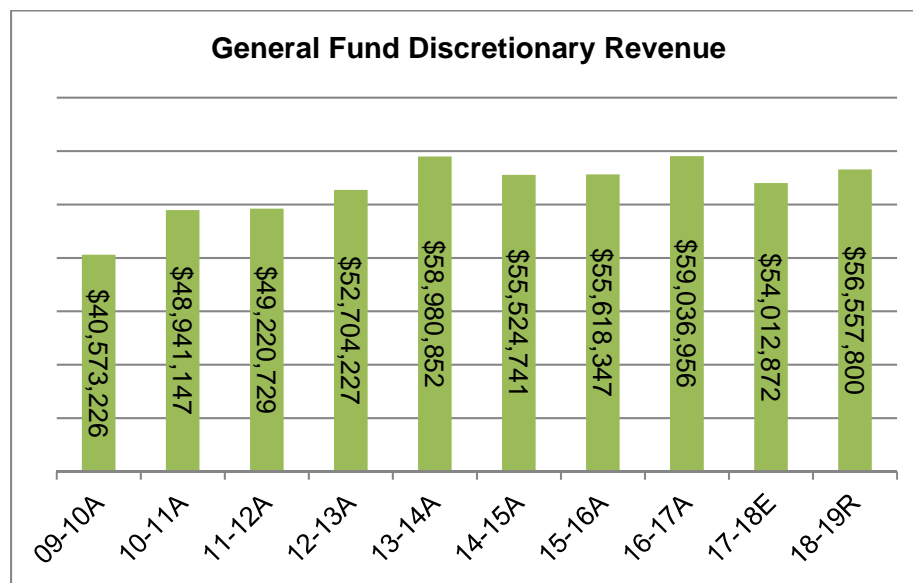
The County's discretionary revenue is derived primarily from various taxes. In the fiscal year ending June 30, 2017, tax revenue increased by 7.3 percent. We remain cautious in projecting the County's discretionary revenue due to economic unknowns.

*A=Actual, E=Estimated, R=Recommended*

<b>General Revenue Sources Six-Year History</b>						
	<b>13-14A</b>	<b>14-15A</b>	<b>15-16A</b>	<b>16-17A</b>	<b>17-18E</b>	<b>18-19R</b>
Taxes	\$43,792,301	\$45,006,702	\$46,902,419	\$50,329,065	\$48,853,004	\$50,476,000
Licenses, Permits, Franchises	683,788	733,289	752,177	755,736	600,000	650,000
Fines, Forfeitures, Penalties	1,967,583	2,681,541	2,005,944	1,977,632	1,517,864	1,867,500
Money & Property	293,750	928,403	977,171	1,272,838	616,099	841,300
Intergovernmental Revenue	3,347,561	5,131,411	3,999,604	2,735,139	1,818,845	2,388,000
Charges for Services	888,257	896,487	905,447	922,781	581,540	335,000
Miscellaneous Revenues	8,007,612	77,266	75,585	43,765	25,520	0
Other Transfers-in	0	69,642	0	1,000,000	0	0
Sale of Land or Fixed Assets	0	0	0	0	0	0
<b>Grand Total</b>	<b>\$58,980,852</b>	<b>\$55,524,741</b>	<b>\$55,618,347</b>	<b>\$59,036,956</b>	<b>\$54,012,872</b>	<b>\$56,557,800</b>

FY 2018-19 recommended discretionary General Revenue is \$56.5 million, a 5.0 percent increase compared to the FY 2017-18 estimated year-end.

As illustrated in the table above, total discretionary revenue recognized by the General Purpose Revenue budget unit hovers at \$55 million per fiscal year. The exceptions were one-time revenues from the dissolution of Redevelopment Agencies, fees from the Teeter Property Tax Program, and catch-up reimbursement for State Mandate SB-90.



## NON-DISCRETIONARY REVENUE

In addition to our discretionary sales tax revenues, sales taxes dedicated to public health, mental health, social services, and public safety are still recovering while facing continued challenges.

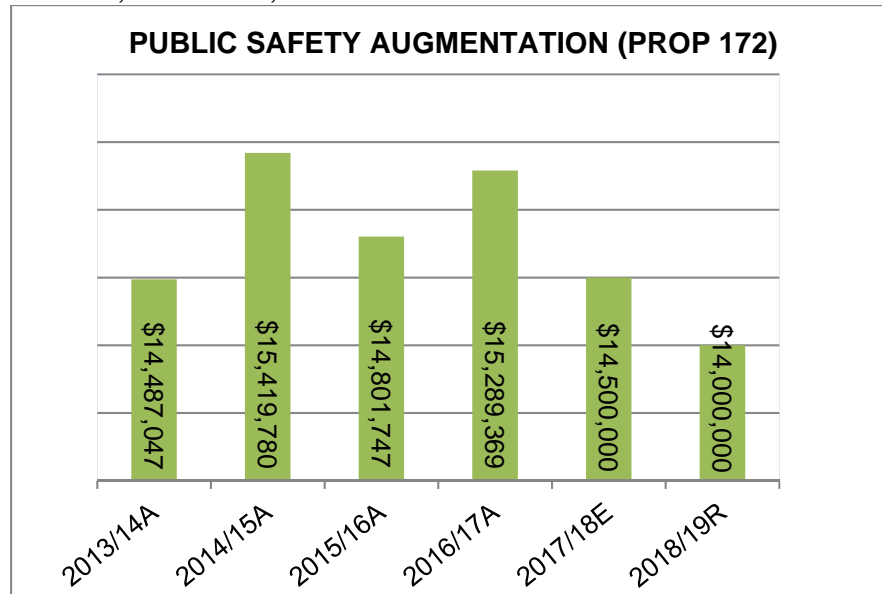
**1991 Realignment (Health and Human Services)** is funded through State sales tax and vehicle license fees (VLF) dedicated to public health, mental health, and social services and provide the majority of matching funds for numerous State and Federal funding sources. Under 1991 Realignment, Social Services programs receive payment for the increasing cost of operating entitlement programs by allocation of excess revenues to pay these costs before general growth payments are made. These realignment revenues, as well as other county resources and State allocations, are used to draw down Federal matching revenues that sustain programs. A certain amount of the anticipated FY 2017-18 1991 Realignment sales tax growth will be accelerated to counties throughout FY 2017-18, and beyond, instead of being distributed at the end of the realignment year in order to help counties offset increased In-Home Supportive Services (IHSS) costs in the current year.

**2011 Realignment (Health and Human Services)** is funded through a State special fund sales tax and VLF. The first priority for growth funds is Federal entitlement programs: Medi-Cal Specialty Mental Health, including those required by Early Periodic Screening, Diagnosis, and Treatment, and Drug Medi-Cal. Our Health and Human Services Agency is advocating for appropriate base levels of funding to support growing costs and will be monitoring how 2011 Realignment will be structured into the future to protect county health and human services operations.

Some issues surrounding 2011 Realignment remain unresolved, including the impact of realigned responsibility for Drug Medi-Cal services. Since Drug Medi-Cal was realigned to counties, the counties have taken on a significant Federal entitlement program, without guarantee that realignment funds will grow commensurately with program costs. Funds may have to be diverted from Perinatal and other mental health programs in future years to fund Drug Medi-Cal services should realignment revenues fail to fully support services, which could potentially escalate costs in other programs such as mental health and child welfare.

**2011 Realignment (Public Safety)** included a major realignment of public safety programs from the State to local governments and an annual funding allocation. The intent of the Community Corrections Partnership Program is to use these realignment funds to reduce recidivism and end the revolving door of lower-level offenders and parole violators through the State's prisons. Shasta County's Community Corrections Partnership Executive Committee, chaired by the Chief Probation Officer, is charged with determining how the State allocation is distributed to applicable County departments and approved its FY 2018-19 budget in February 2018. The District Attorney and Public Defender also receive a separate State allocation (split 50/50) for revocation hearings.

**Public Safety Augmentation Proposition 172** sales tax receipts have leveled out at \$14 million annually. The County's ratio of this sales tax was lowered during FY 2016-17 from .004782 to .004526. This is the lowest pro-rata share since the inception of the half-cent tax sales in FY 1993-94. When receipts have exceeded the budget, they have been set-aside in the Public Safety Fund for future appropriation by the Board of Supervisors. At July 1, 2017, the Prop 172 Reserve was \$7.5 million. The estimated use of this reserve in FY 2017-18 is \$2.2 million; the estimated use of this reserve in FY 2018-19 is \$5.4 million, leaving an estimated balance of zero funds at June 30, 2019.

*A=Actual, E=Estimate, R=Recommended*

The Recommended Budget draws down the Prop 172 Reserve, as follows:

Beginning Balance, 7/1/2017	<u>\$7,541,616</u>
-----------------------------	--------------------

FY 2017-18, Sheriff, several	\$1,112,746
FY 2017-18, District Attorney 227	\$1,028,021
FY 2017-18, Probation 263	<u>\$ 39,566</u>
Total Projected Use	\$2,180,513

Estimated Ending Balance, 6/30/2018	<u>\$5,361,103</u>
-------------------------------------	--------------------

FY 2018-19, Sheriff, several	\$3,254,351
FY 2018-19, District Attorney 227	\$1,742,749
FY 2018-19, Probation 263	<u>\$ 364,003</u>
Total Estimated Use	\$5,361,103

Estimated Ending Balance, 6/30/2019	\$0 (zero)
-------------------------------------	------------

## APPROPRIATIONS

The Recommended FY 2018-19 General Fund Budget is \$80 million, which is \$7 million more than the FY 2017-18 Adjusted Budget. The increase is attributed to moving Resource Management funds into the General Fund.

The Auditor-Controller calculates the County's Maintenance of Effort (MOE) for public safety. The most recent calculation is for FY 2017-18. The FY 2017-18 Adopted Budget for all the public safety departments exceeded the adjusted MOE Base by \$29.7 million. The County subsidy to the combined health and human services programs has been held static over the last several years.

Appropriations include a **Contingency Reserve** of \$5 million that can be used for unanticipated requirements that may occur during the fiscal year. When no need arises, these funds return to fund balance and become the basis of the carry-over for the succeeding year. Financing is derived from anticipated revenue, inter-fund transfers, and carry-over fund balances.

The **General Reserve** is approximately \$10.7 million. This is less than 3 percent of total Governmental Funds appropriations (\$392.7 million). The Board established a policy for budgetary reserves in December 2007. The goal is to attain a Reserve of five percent of estimated financing uses, less designations for reserves and capital projects, but no less than \$10 million.

### YEAR-TO-YEAR COMPARISON

For the fiscal year ending June 30, 2018, the General Fund is projected to realize an 11.24 percent reduction in expenditures (\$9 million), and a reduction to the net-county-cost (down from \$14.1 million to \$1 million).

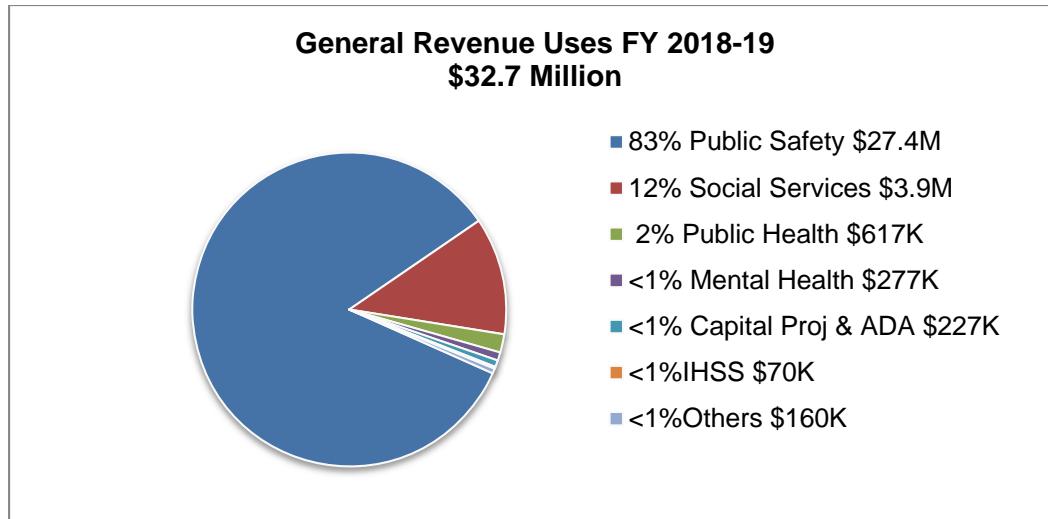
In the aggregate, the FY 2018-19 Recommended Budget for *select* budget units, excluding special districts, totals \$433 million, which when compared to the FY 2017-18 Adjusted Budget, is an decrease of \$7 million or a decrease of 1.6 percent.

The following table compares by Fund the FY 2017-18 Adjusted Budget (at 01/31/2017), versus estimated expenditures at 6/30/2018, with the FY 2018-19 Recommended Budget for *select* budget units.

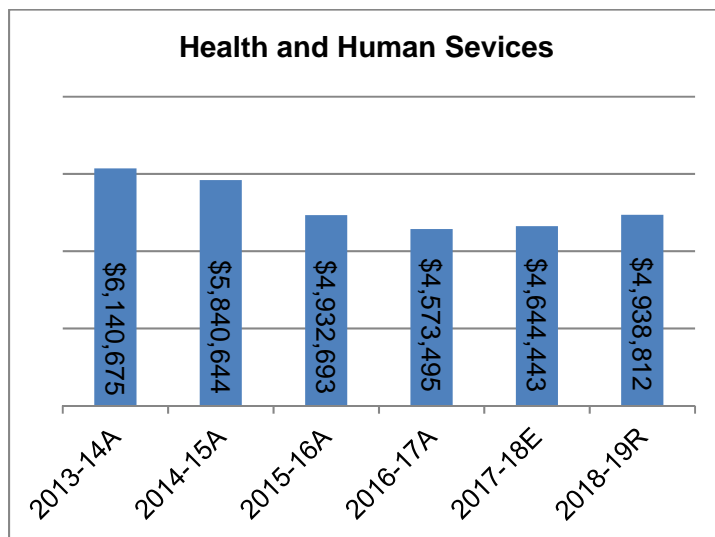
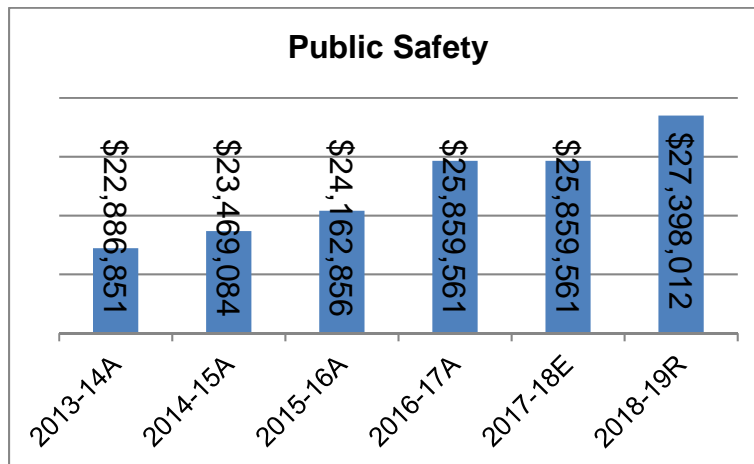
Functional Area	Adjusted 2017-18	Estimate 2017-18	% Adj vs Estimate	Recommend 2018-19	% 2018-19 vs 2017-18
General Fund	\$80,562,406	\$71,505,729	-11.24%	\$80,007,905	-0.69%
Accum Capital Outlay	1,265,096	559,114	-55.80%	2,087,500	65.01%
LB&I	5,822,652	4,240,147	-27.18%	2,199,576	-62.22%
Mental Health	35,035,473	34,674,030	-1.03%	39,064,549	11.50%
Mental Health Services Act	16,326,946	14,848,574	-9.05%	14,709,792	-9.90%
Opportunity Center	6,492,615	5,642,869	-13.09%	5,856,222	-9.80%
Public Assistance	112,863,098	110,837,021	-1.80%	115,986,670	2.77%
Roads	24,050,277	15,419,934	-35.88%	23,000,347	-4.37%
Child Support	8,320,963	7,492,903	-9.95%	8,216,086	-1.26%
Public Safety	69,405,395	64,923,897	-6.46%	70,590,605	1.71%
Public Health	21,535,806	19,857,372	-7.79%	21,900,852	1.70%
Internal Service Funds	27,367,227	23,896,322	-12.68%	27,456,841	0.33%
Enterprise Funds	19,491,193	3,686,256	-81.09%	10,646,734	-45.38%
Air Pollution Control	2,209,013	2,152,785	-2.55%	2,146,316	-2.84%
CSA #1 County Fire	8,172,362	6,762,047	-17.26%	8,137,702	-0.42%
Shasta Co. Water Agency	319,281	91,224	-71.43%	322,255	0.93%
IHSS Public Authority	483,466	409,305	-15.34%	413,612	-14.45%
All Others	534,863	534,863	0.00%	531,606	-0.61%
<b>Grand Total</b>	<b>\$440,258,132</b>	<b>\$387,534,392</b>		<b>\$433,275,170</b>	<b>-1.59%</b>
Increase <Decrease>		<b>\$ 52,723,740</b>	<b>-11.98%</b>	<b>(\$6,982,962 )</b>	

Fiscal Year 2018-19 General Revenue uses for departments outside the General Fund, total \$32,705,773, are as follows:

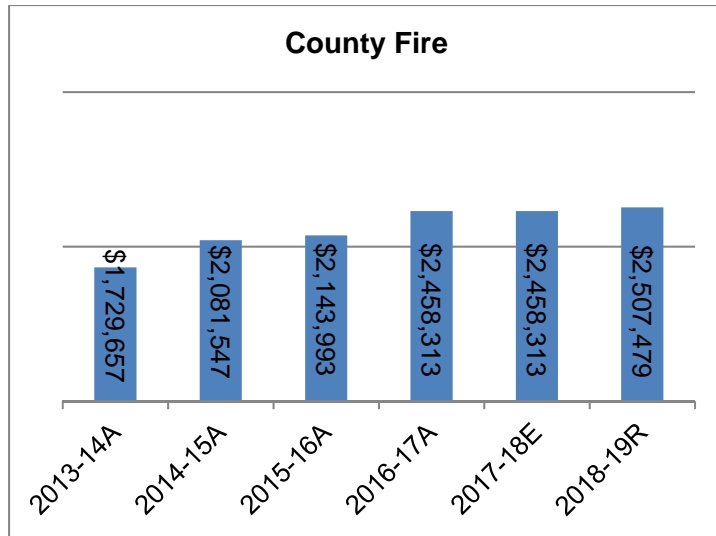
GENERAL REVENUE USES FY 2018-19		
Public Safety \$27.4M	\$ 27,398,012	83%
Social Services \$3.9M	3,955,297	12%
Public Health \$617K	617,577	2%
Mental Health \$277K	276,778	<1%
Capital Proj & ADA \$227K	227,076	<1%
IHSS \$70K	70,948	<1%
Others \$160K	160,085	<1%
<b>Total</b>	<b>\$ 32,705,773</b>	<b>100.00%</b>



A comparative look at General Fund subsidies including the recommended subsidy for Fiscal Year 2018-19 is included:







## OVERVIEW OF SELECT BUDGET UNITS

### CAPITAL PROJECTS

A Five Year Capital Facilities Improvement Plan for Fiscal Years 2018-19 through 2022-23 may be found at the conclusion of this budget overview.

The following table illustrates the five projects included in the Land, Buildings, and Improvements FY 2018-19 Recommended Budget:

Project Name	Recommended	Funding Source
1600 Court/1815 Yuba St Roof	\$286,341	Accum Capital Outlay
1600 Court/1815 Yuba St Roof	113,659	Accum Capital Outlay
Adult Correction Program Modular	342,500	Accum Capital Outlay
Jail Recreation Yard, Restrooms and Add Showers	1,300,000	Accum Capital Outlay
CSA #1 Fire Storage Building	45,000	County Fire
<b>Total Project Cost</b>	<b>\$2,087,500</b>	

### COUNTY FIRE

The Shasta County Fire Department (SCFD)/County Service Area (CSA) #1 provides fire suppression and protection services to unincorporated areas that are not served by either an independent fire district or a city fire department. CSA #1 contracts with the California Department of Forestry and Fire Protection (CAL FIRE) to operate and administer Shasta County Fire Department CSA #1. This includes the coordination of the activities of all SCFD volunteer fire companies, maintaining mutual aid response agreements with the cities and with all independent fire districts, and to assure that all fire safety, fire code, and fire department land use regulations are observed throughout the County.

The department has requested \$1 million in new and replacement capital assets, which is essentially static when compared to the FY 2017-18 Adjusted Budget. The capital asset requests for FY 2018-19 include one storage building, one defibrillator, one extractor tool, one fire engine, one truck, and two new water tenders.

Revenue totals for FY 2018-19 are requested at just over \$5.6 million, an increase of two percent, from the FY 2018-19 Adjusted Budget.

### ELECTIONS

The department replaced voting machines in FY 2017-18; this time leasing instead of purchasing. The current voting machine were purchased in 2003 and are now technologically obsolete. Leasing, rather than

purchasing, allows for more flexibility and provides the opportunity to keep our voting machines technology up-to-date. Help America Vote Act (HAVA) Federal funds will support the lease costs for the first two fiscal years (therefore it is a net zero budget impact in FYs 2017-18 and 2018-19); thereafter it will be a General Fund cost in the approximate annual amount of \$250,000.

### HEALTH AND HUMAN SERVICES

The Health and Human Services Agency (HHSA) FY 2018-19 requested use of County General Funds has decreased slightly by \$169,488 compared to the FY 2017-18 Adopted Budget; from \$7.02 million to \$6.85 million. FY 2017-18 approved General Fund was \$7.02 million; now projected at \$6.23 million, resulting in projected General Fund savings in the amount of \$789,645. The combined budgeted fund balance draw for FY 2018-19 from the Social Services, Mental Health, and Public Health reserves is approximately \$12.0 million; the HHSA projects to return \$3.4 million to fund balance at the end of FY 2017-18. The HHSA estimates a fund balance in the amount of \$33.4 million at the end of FY 2017-18 and a balance of \$21.3 million at the end of FY 2018-19 for the Social Services, Mental Health, and Public Health funds.

#### Summary of the Challenges facing Health and Human Services

**IHSS** - Phased in approach of Maintenance of Effort shifts \$623 million to counties statewide. 1991 Realignment growth redirected from Mental Health and Public Health. The impact of the redirection limits the ability to draw down additional Federal and State funding for programs.

**CalWORKs** - 17.4 percent reduction in the Single Allocation (administrative costs) over a three-year period. Efforts are underway to advocate for the restoration of these funds. Further cuts could lead to reductions in subsidized employment programs, employment services, family stabilization services, support for the Housing Support Program, availability of supportive services like child care.

**Patient Protection and Affordable Care Act (ACA)** - The probability exists for those clients who were considered "medically indigent" and qualified for Medi-Cal coverage paid for by the Federal government will now transition back to County Medical Services Program (**CMSP**) coverage at some point in the future. As a CMSP county, it is anticipated that Shasta would continue to utilize their network to cover a residual population of individuals' medical needs. It is unclear what impact repealing and replacing ACA will have on the other State health care obligations previously covered by the diverted CMSP funds.

**Presumptive Transfer (AB1299)** - Presumptive transfer means a prompt transfer of the responsibility for the provision of, or arranging and payment for, Specialty Mental Health Services from the county of original jurisdiction to the county in which the foster child resides. In the third quarter of FY 2017-18 (quarter ending 3/31/18) there were an average of 141 children/youth from other counties that were placed in Shasta County with an average of 36 of those placements being in Group Home or Short Term Therapeutic Residential Treatment Programs (STRTP). Presumptive Transfer means that now the county of residence (Shasta) is responsible for the mental health services a child receives either through out-patient mental health services or at a group home/STRTP.

### PUBLIC SAFETY

<b>Fiscal Year 2018-19</b>	<b>District Attorney</b>	<b>Probation-Combo</b>	<b>Sheriff-Combo</b>	<b>Grand Total</b>
Total Recommended Expenditures	8,647,475	18,102,032	43,841,098	70,590,605
Total Recommended Revenues	6,037,187	14,596,990	39,322,847	59,957,024
County Contribution (GF)	43.18% 3,733,951	21.59% 3,907,897	39.34% 17,248,685	35.26% 24,890,533
Prop. 172	12.61% 1,090,600	14.75% 2,669,800	23.36% 10,239,600	19.83% 14,000,000
<b>Subtotal GF &amp; Prop. 172</b>	<b>55.79% 4,824,551</b>	<b>36.34% 6,577,697</b>	<b>62.70% 27,488,285</b>	<b>55.09% 38,890,533</b>
Other Revenue Sources	14.02% 1,212,636	44.30% 8,019,293	26.99% 11,834,562	29.84% 21,066,491
Total Recommended Net County Cost	2,610,288	3,505,042	4,518,251	10,633,581
Offset by Misc. Restricted Funds	867,539	3,141,039	803,178	4,811,756
Use of Public Safety Reserves	1,742,749	364,003	3,715,073	5,821,825

The table above reflects the Sheriff, District Attorney, and Chief Probation Officer submitted figures for FY 2018-19 budgets with some minor corrections. The resulting summary for these three public safety departments is a total net County cost of \$10.6 million, budgeted to be offset by \$4.8 million in use of

miscellaneous restricted funds, for a modified deficit of \$5.8 million, which will come from a combination of Prop. 172 Reserve and Public Safety General Purpose Reserve. Ongoing deficit spending is depleting the public safety reserves and may potentially require funding discussions to support ongoing or increased public safety activities.

### PUBLIC WORKS

The Department of Public Works consists of the following divisions: Facilities Management, Fleet Management, Road Operations, and County Service Areas.

The FY 2018-19 **Road Fund** includes expenditures in the amount of \$23 million and revenues in the amount of \$21 million. FY 2018-19 expenditures exceed revenue by approximately \$1.9 million which includes a contingency appropriation of \$300,000 and will be covered by fund balance. On April 13, 2017, California Legislation passed Senate Bill 1 (SB1). The FY 2018-19 budget includes an estimated \$5 million for transportation for Shasta County roads from SB1.

The department has requested \$1.08 million in new and replacement capital assets, a decrease of \$95,000, from the FY 2017-18 Adjusted Budget. The capital asset request for FY 2018-19 include an electric message board, a power broom, four trucks, a truck bed, an overhead shop crane, and two transfer trucks.

Some of the larger projects that the department plans to undertake in FY 2018-19 are: a major overlay program, Oak Run Creek Bridge Replacement, and road widening projects at Gas Point Road and Deschutes Road.

The **Facilities Management Division** is financed through charges for service to user departments and does not receive General Fund support. The Division has requested two capital asset pickup trucks to replacing aging service vehicles.

The **County Service Area Administration** budget reflect the fiscal activity of the “umbrella” organization, which provides operational and administrative support to the County Service Areas. This budget unit is fully supported by administrative fees levied in the benefiting County Service Areas.

### RESOURCE MANAGEMENT

As of Fiscal Year 2017-18, the Department of Resource Management is part of the General Fund and consists of the following divisions: Building Division, Environmental Health Division, Planning Division, and Community Education Section. The Department of Resource Management is also responsible for the Air Quality Management District, but it is not supported by the General Fund as it is a special district.

**Environmental Health** is charged with the responsibility for enforcement of pertinent California health laws, rules, regulations, and Shasta County Ordinances. The division also provides specific permit and inspection programs which involve sewage disposal, individual wells, solid waste, hazardous materials storage and disclosure, underground tanks, food service facilities, public drinking water systems, swimming pools, housing and institutions, and medical waste management. The FY 2018-19 requested budget includes expenditures in the amount of \$2.76 million and revenues in the amount of \$1.76 million. Expenditures for FY 2018-19 are increased by \$149,892 and revenues increased by \$266,941 as compared to the FY 2017-18 adjusted budget. Total expenditures exceed total revenue by \$994,684 and will be covered by fund balance.

The **Building Department** serves as the code enforcement arm of the Resource Management Department. This includes serving as the code enforcement officer for Medical Marijuana cultivation. The FY 2018-19 requested budget includes expenditures in the amount of \$2.54 million and revenues in the amount of \$1.61 million. Expenditures for FY 2018-19 are increased by \$261,8681 and revenues increased by \$186,881 as compared to the FY 2017-18 Adjusted Budget. Total expenditures exceed total revenue by \$931,389 and will be covered by fund balance.

The **Planning Division** serves as the land use information center for the County. This division of the Department of Resource Management serves as an integral part of the “planning agency” for the County, the agency being comprised of the Planning Commission, the Board of Supervisors, and adjunct

departments. Building and planning activity is relatively stable and the department is concentrating on several projects, including the General Plan Update.

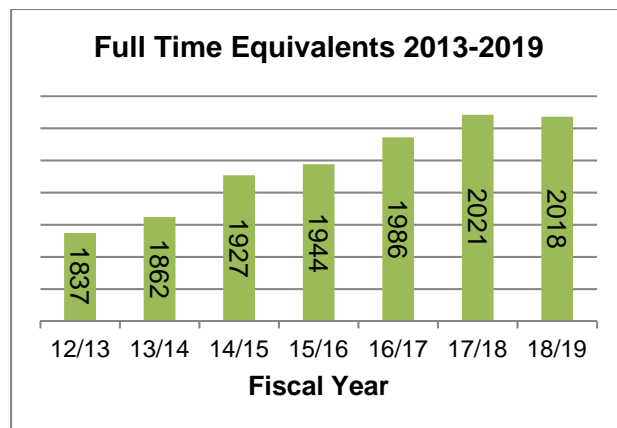
**General Plan Update.** By law, each California County must adopt and maintain a comprehensive, long-term general plan that governs physical development and land use within its boundaries. Shasta County has adopted a five-year interval for review. The last comprehensive General Plan was adopted in 2004. On March 23, 2010, the Board of Supervisors elected to proceed with a limited General Plan update which will address the critical greenhouse gas requirement in a new air quality element and will include the mandatory housing element update with integration of both elements into the rest of the General Plan as needed. The update will include editorial updates to policy language and to County profiles (population, economic trends, etc.).

### TRIAL COURTS

The County worked closely with the City of Redding, the local Court, and the Judicial Council of California (JCC) on siting the **new courthouse building**. The County and the JCC executed a Purchase Acquisition Agreement whereby the JCC exchanged its equity in the Main Courthouse and Courthouse Annex, and the Justice Center, for the Public Safety Building. The County vacated the Public Safety Building as of April 1, 2016. The County purchased two office buildings located on Court Street, and remodeled them into offices for Probation staff located in the Public Safety Building. Additionally, a building located at 300 Park Marina Circle was purchased and remodeled into office space for the Sheriff's Office. The District Attorney vacated the Public Safety Building in 2010 after the former library on West Street was remodeled for their use. Upon completion of the new courthouse, the Court will vacate the Main Courthouse/Courthouse Annex and Justice Center. The Department of Public Works has estimated remodel of the Main Courthouse will cost a minimum of \$8 million.

The continuing decline in direct payments for Court fines and fees is impacting the County General Fund. Certain Court fines and fees were pledged for the debt service on the Courthouse remodel long-term debt. The shortfall is made up by the General Fund. Once the debt is retired in 2023, any remaining funds in the Courthouse Construction Fund will accrue to the State. The County Administrative Office (CAO) works with the Auditor-Controller to ensure the County's share of these funds is appropriately transferred to the County.

### COUNTY WORKFORCE



The Recommended Budget provides for a workforce of 2,018 full-time-equivalents (FTE's). This includes a net decrease of three FTE's.

As of April 30, 2018, total vacancies were 236, or 11 percent. The CEO confers with Support Services to review all requests to fill positions. This is in part to reduce expenditures, but also to preserve positions for employees facing a layoff situation.

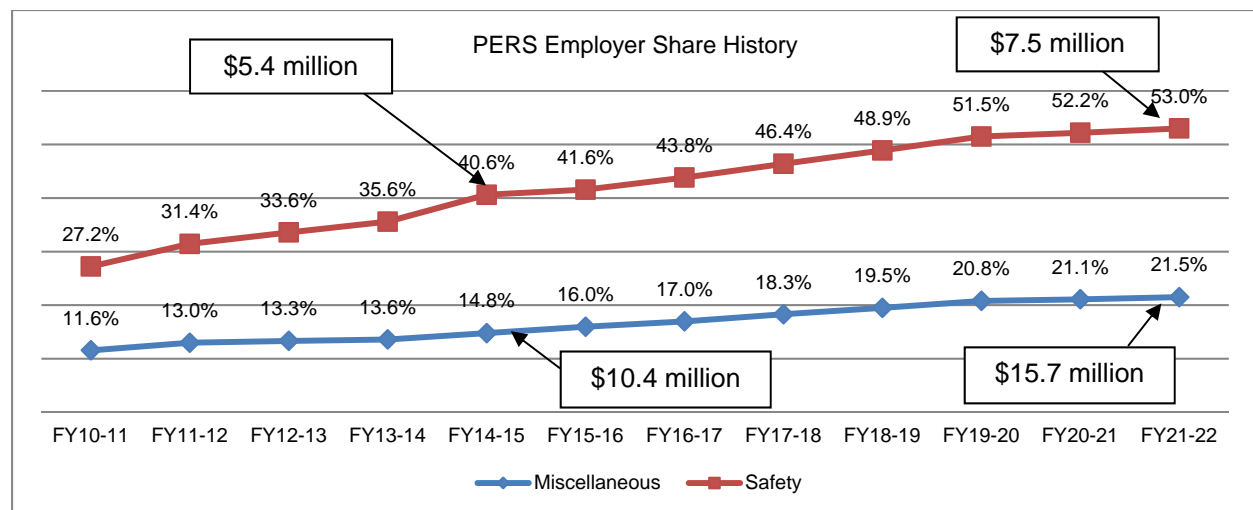
The CEO will continue to review all requests for new positions to ensure they are offset by long-term reliable revenue.

## EMPLOYEE BENEFITS

The cost of workers' compensation insurance, CalPERS retirement, health insurance rate increases, and retiree health care continue to impact the County. In March 2014 the Board of Supervisors adopted a confidence level with a range between 80 to 90 percent for the County's self-insured workers' compensation and liability insurance programs. The County is committed to maintaining a prudent reserve.

The County's share of CalPERS (PERS) retirement in FY 2018-19 is 20.0 percent for Miscellaneous, and 48.8 percent for Safety. By FY 2021-22, PERS estimates these rates will be 21.5 percent for Miscellaneous, and 53.0 percent for Safety.

The volatility in the PERS rates is two-fold - investment losses PERS experienced during the downturn in the market, and assumption changes. In December 2016, PERS Board of Administration voted to change the discount rate from 7.5 percent to 7.0 percent over the next three years (FY 2018-19 7.735%, FY 2018-19 7.25%, FY 2019-20 7.00%). Additionally, PERS changed other important benchmarks such as the average mortality of retirees and their survivors. In April 2013, PERS announced a change in their amortization and smoothing policies. That is, they will employ an amortization and smoothing policy that will pay for all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a five-year period. In March 2014, PERS again changed its actuarial assumptions which will result in employer contribution rates increasing starting in FY 2017-18, with the cost spread over 20 years and increases phased in over the first five years and ramped down over the last five years of the 20-year amortization period. The County will continue to monitor these changes and analyze the effects on the overall County budget.



The County of Shasta provides other post-retirement medical and dental benefits (OPEB) to eligible employees who retire directly from the County. Eligible retirees pay a portion of the medical premium based on the PEHMCA (Public Employees' Medical and Hospital Care Act) "unequal method." The remaining premium is shared by the County and active employees in accordance with bargaining agreements. Like most governmental agencies, the County pays for these post-retirement benefits on a "pay-as-you-go" basis. This means that OPEB costs are ignored while an employee renders service and recognized only after the employee retires.

Governmental Accounting Standards Board (GASB) 45 requires governmental agencies to conduct an actuarial valuation of the liability for OPEB and report them on their financial statements. The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over Plan Assets. This represents the amount of the Actuarial Accrued Liability at the valuation date that still must be funded. The County's

estimated Unfunded Actuarial Liability as of June 30, 2016, was \$200 million.

Although GASB does not require governmental agencies to pre-fund their OPEB liability, Shasta County is taking positive steps towards addressing OPEB. The County established two irrevocable OPEB Trusts with initial funding of \$6 million each; and implemented a charge, as a percent of payroll, effective July 1, 2008. This percentage increased to three percent effective July 1, 2015. Additionally, one-time additions to the OPEB-Trusts are made when funding is available. The combined assets of the two OPEB-Trusts are \$49.8 million as of June 30, 2017.

The County implemented a program to match an employee 457 plan contribution of up to three percent of gross salary in a 401(a) plan. It is estimated that the proposal will eliminate the OPEB liability by the year 2040.

We continue to advocate for legislative changes to PEMHCA to give counties greater flexibility in establishing a tiered benefit system; and to work towards OPEB cost avoidance through labor negotiations. Within available resources the County may incrementally increase the payroll charges for OPEB to pass a portion of this expense to State and Federal programs when appropriate.

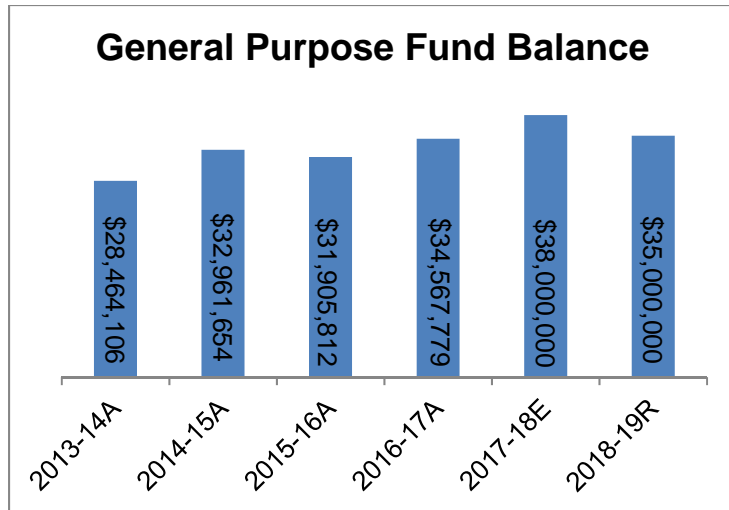
## **BONDED INDEBTEDNESS**

As of June 30, 2017, the County's total outstanding debt obligation was \$36.7 million. Of this amount, \$30.9 million comprises bonds that are secured by the County's lease rental payments and other dedicated sources of revenue and \$770,400 of special assessment debt secured by property subject to the assessment. The remainder of the County's debt represents loans secured solely by specified revenue sources.

Moody's Investors Service assigned an "A1" rating to the Shasta County Lease Revenue Refunding Bonds 2013 Series A. The rating action reflects the County's solid fiscal position including satisfactory cash levels, well-sized though recently pressured tax base, the legal covenants of the bonds and the County's modest debt profile. The County has consistently reduced its expenditures which enabled it to avoid material deficits while maintaining solid cash and General Fund reserves. Pressures on the County's fiscal outlook are caused by State and local economic factors outside the County's control.

In 2014, Standard & Poor's (S&P) raised the County's credit rating from "A" to "A+" while affirming the stable outlook. The stable outlook reflects their opinion of the County's strong budgetary flexibility and liquidity supported by strong performance. Further, the County is supported by strong institutional framework. As with Moody's rating, S&P's rating is lowered somewhat by our weak local economy.

Both rating agencies praised the County's ability to grow and sustain a healthy fund balance, currently \$38 million. With economic signs pointing to another recession, a strong fund balance will assist the County to weather the downturn.



## CALIFORNIA STATE BUDGET

The Governor's May Revise Budget was released on May 11, 2018. His focus continues to be on preserving fiscal stability and preparing for a mild recession during FY 2018-19.

The May Revise focuses on these areas state-wide:

Infrastructure - deferred maintenance projects (State office buildings and flood control projects).

Mental Health - reduce State mandate backlog related to children's mental health, provide mental health services to homeless, support graduates medical education for psychiatric programs.

Homelessness - one-time emergency homeless aid block grants to local governments, housing support and homelessness assistance programs through CalWORKs program.

Criminal Justice - funding to pay for increased correctional officer and parole agent compensation, increase training for State correctional staff.

The CEO will monitor the eventual adoption of a State spending plan for FY 2018-19, and keep the Board apprised of any negative impact on the County budget and the public we serve.

## OTHER AGENCY INVOLVEMENT

Every County department head provided input into this report via their budget request. The CEO and/or the CAO analysts met with department heads to discuss their budget request. The CEO and Auditor-Controller worked collaboratively on the compilation of the Recommended Budget.

## FINANCING

Total funding requirements for the General Fund, which includes the subsidy to non-general fund departments, is \$80 million. This will be offset by revenue, \$73 million, leaving a structural imbalance of \$7 million. This will be offset by use of fund balance carryover and General Fund General Purpose fund balance. Carryover fund balance committed for use in FY 2018-19 is \$35 million for cash flow and \$8 million Accumulated Capital Outlay.

The carryover estimate is developed through a joint effort of staff in the Auditor-Controller's Office and the CAO. The actual fund balance figure is not firm until the County's books are closed at the end of September, subsequent to the adoption of the County budget.

Department Heads have worked diligently to control spending in the current fiscal year to create fund balance carryover for FY 2018-19. General Fund departments are projected to achieve an eight percent expenditure reduction in the fiscal year ending June 30, 2017, which will result in a fund balance carryover of \$10.4 million.

Department Heads and their fiscal managers are to be commended for their willingness to manage spending within available resources while continuing to meet the needs of our community.

Attachment - Capital Facilities Improvement Plan (CIP)





**SHASTA COUNTY**

**5 YEAR CAPITAL FACILITIES IMPROVEMENT PLAN**

Fiscal Years 2018-19 through 2022-23

Submitted: June 5, 2018

By  
Lawrence G. Lees  
County Executive Officer

Brian Muir  
Auditor-Controller

Patrick Minturn  
Public Works Director

Prepared By  
Terri Howat  
County Chief Financial Officer

EXECUTIVE SUMMARY

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Date June 5, 2018

Honorable Board of Supervisors:

The Capital Facilities Improvement Plan (CIP) for FY 2018/19 through 2023/24 provides an opportunity to identify County needs for renewal and major maintenance of facilities over the next five years. The CIP provides information and guidance for estimating facility improvement costs; setting priorities; planning; scheduling, and implementing projects; monitoring and evaluating the progress of capital projects; and informing the public of projected capital improvements and funding requirements.

The CIP is intended to be a flexible document that can be adjusted as new information and changed conditions occur over time. It is an essential component in support of the County's 2008 Impact Fee Study, and allows the County to adequately plan for future infrastructure needs. The CIP documents a relationship between new development and the use of the revenues raised by imposition of development impact fee. Development impact fees are designed to ensure that new development will not burden the existing service population with the cost of facilities required to accommodate growth. The impact fees collected will provide a funding source from new development for capital improvements to serve that development. The fees advance a legitimate government interest by enabling the County to provide municipal services to new development. Fees are intended to be used in the County, for the following restricted categories: countywide public protection, public health, fire protection, libraries, parks and open space, sheriff patrol and investigation, general government, animal control, and traffic.

The projects presented in the CIP will ensure our ability to provide excellence in public service while meeting the needs of our community through collaborative services.

## PROJECT INDEX

Date June 5, 2018

Project Description	Area	Estimated Cost	Other Funding	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023
<b>Detention Facilities</b>								
Jail Recreation Yard, Restrooms and Add Showers	Redding	\$1,300,000	\$1,300,000	\$1,300,000				
Remodel Shasta County Jail to add mental health pod	Redding	\$2,300,000	\$2,300,000		\$300,000	\$2,000,000		
Shasta County Jail Upgrade Security System	Redding	\$800,000	\$800,000		\$500,000	\$300,000		
<b>County Offices</b>								
Repurpose Main Courthouse and Annex	Redding	\$8,000,000	\$8,000,000			\$1,000,000	\$7,000,000	
Repurpose vacant Juvenile Hall Bldg.	Redding	\$7,000,000				\$1,000,000	\$6,000,000	
Facility Renewal - Major (Aggregate)	Redding	\$5,000,000	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HHSA Training Center	Redding	\$250,000	\$250,000		\$250,000			
<b>Fire Protection Facilities</b>								
Siting/construction of a South-County Station	Redding	\$7,000,000		\$500,000	\$6,500,000			
<b>Community Centers</b>								
Veterans Hall	Redding Anderson FRM	\$500,000		\$170,000	\$100,000	\$100,000	\$100,000	
Libraries	Burney	\$970,000	\$970,000					

Project Description	Area	Estimated Cost	Other Funding	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023
<b>Public Ways and Facilities</b>								
Transfer Station Recycle Bldg.	Burney	\$325,000	\$325,000	\$250,000	\$75,000			
West Central Landfill	Redding	\$9,500,000	\$9,500,000	\$1,800,000	\$5,000,000	\$2,000,000	\$700,000	
<b>Americans with Disabilities Act Improvements (ADA)</b>								
Identified ADA Improvements	Various Countywide	\$515,000		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<i>Total</i>		\$43,460,000	\$28,445,000	\$5,120,000	\$13,855,000	\$7,500,000	\$14,900,000	\$1,100,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** June 5, 2018

**CATEGORY:** Scheduled Hearings - Public Works-8.

**SUBJECT:**

County Service Area No. 2-Sugarloaf Water Rate Increase

**DEPARTMENT:** Public Works

County Service Area No. 2-Sugarloaf Water

**Supervisory District No. :** 4

**DEPARTMENT CONTACT:** Pat Minturn, Public Works Director, (530) 225-5661

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Take the following actions on behalf of County Service Area (CSA) No. 2-Sugarloaf Water: (1) Conduct a public hearing to consider increasing the bi-monthly water rate; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 2-Sugarloaf Water and report back to the Board with the results; and (4) in the absence of a majority protest, introduce, waive the reading of, and enact An Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 2-Sugarloaf Water, Repealing Ordinance No. 701 and Setting Forth the Charges, Rates, and Fees for Water and Related Services.

**SUMMARY**

Operational and infrastructure costs exceed revenues in County Service Area No. 2-Sugarloaf Water.

**DISCUSSION**

County Service Area No. 2-Sugarloaf Water (CSA) provides water service in Sugarloaf. Expenses are incurred to operate the system and meet water quality objectives. A rate study has been prepared (attached). The proposal was summarized in a notice to all property owners and tenants per Article XIID, Section 6, of the California Constitution (attached).

Last year, the State Water Resources Control Board, Division of Drinking Water (DDW) shut down the surface water treatment plant. The CSA must meet demand with well water only. After two bacteria detections in the raw well water, DDW provided emergency funding for wellhead protection. The work included a new building enclosure, filter system and chlorine mixing. DDW required the new equipment along with monthly raw water testing. These new facilities and requirements have increased operating costs. The DDW did not fund all of the wellhead improvements and the operations fund balance this fiscal year is negative.

Grants paid for most of the improvements but the new filter assemblies will cost an additional \$8,000 to replace every 18 months. The project provided an extra set of filters. Additional filters will be needed in early 2019. If the proposed rate increase goes into effect in July, there are only three bi-monthly billing cycles to recover the \$8,000 cost for additional filters.

The first phase rate increase reflects this need and covers a six-month period only. The aging system is also prone to leaks. These are repaired as they emerge but pipe replacement is needed.

**ALTERNATIVES**

The Board may decline to revisit rates at this time. Water is being sold for less than cost.

**OTHER AGENCY INVOLVEMENT**

Staff solicited public input at a Community Advisory Board meeting. County Counsel has approved the Notice of Public Hearing and proposed rate ordinance as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

As long as the CSA remains financially self-sufficient, there is no General Fund impact.

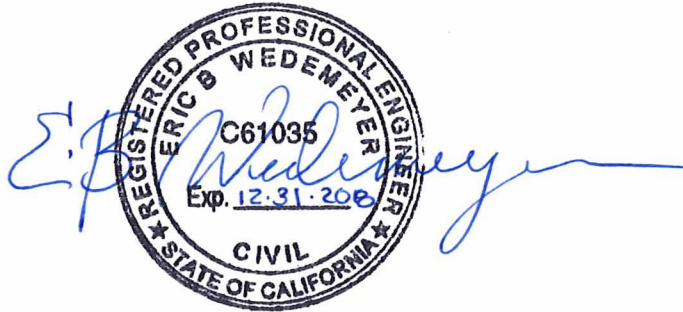
**ATTACHMENTS:**

Description	Upload Date	Description
CSA No. 2-Sugarloaf Water Rate Report (March 2018)	5/16/2018	CSA No. 2-Sugarloaf Water Rate Report (March 2018)
CSA No. 2-Sugarloaf Water Prop 218 Notice	5/16/2018	CSA No. 2-Sugarloaf Water Prop 218 Notice
CSA No. 2-Sugarloaf Water Rate Increase Ordinance	5/16/2018	CSA No. 2-Sugarloaf Water Rate Increase Ordinance

# County Service Area #2 – Sugarloaf Water

## Rate Report

March 16, 2018



### INTRODUCTION

County Service Area #2 – Sugarloaf Water (CSA) currently serves water to 62 customers. There are 19 “standby” services and one more parcel in the Sphere of Influence (SOI). The system was constructed in the 1970’s with occasional improvements afterwards. Since the last rate study, the CSA has experienced numerous leaks, two years of drought, regulatory restriction of surface water use and well equipment reconstruction.

The CSA can receive water from both surface and groundwater sources. The surface supply is from a 1950 water right that provides up to 14,500 gallons per day year round. Regulations require the filter equipment in the surface water treatment system be replaced. The California State Water Resources Control Board (SWRCB) Division of Drinking Water (DoDW) insists that well water be used except in emergencies due to the age of the surface water treatment system.

During the summers of 2014 and 2015, surface water rights were curtailed by the SWRCB Division of Water Rights and the CSA was forced to rely on the well for most of those periods.

In late 2016 and early 2017 well water tests revealed the presence of e. coli, an indication that the well was not entirely sealed off from surface water runoff. SWRCB provided emergency funding to isolate the well and provide filtration and improved chlorination. Emergency funding did not, however, cover all costs associated with emergency operations. As a result of increased regulatory attention and emergency conditions, the CSA has operated with a negative fund balance.

SWRCB has agreed to provide grant funding to drill a new exploratory well in 2018 or 2019. Depending on the pump test of that well, additional groundwater may be added to the system. If

groundwater is not found or is inadequate, the surface water system will be redesigned. Future work will be funded by loans and/or grants as may be available.

## EXISTING OPERATION FUND

Financial information for the three most recent Fiscal Years (FY) years is available. Complete financials for FY 2014-15, FY 2015-16 and FY 2016-17 are included in **Exhibit A**. This period was selected because it matches with assumption of regulatory oversight by the DoDW. Regulatory requirements drive water treatment costs.

This period includes some events not related to ongoing maintenance. For instance, in FY 2016-17, wellhead improvements were made using a combination of staff time, an engineering consultant and a contractor; some of these costs were offset by a grant. **Exhibit B** makes changes to **Exhibit A** to remove some unexpected expenses and provides end notes to highlight financial anomalies.

**Table 1** shows revenue and expense as modified in **Exhibit B**.

**Table 1 – Water Revenue and Expense**

	FY 2014-15	FY 2015-16	FY 2016-17	Average
Revenue	\$30,179	\$35,840	\$39,797	\$35,272
Expense	\$38,194	\$42,873	\$60,444	\$47,170
Difference	-\$8,015	-\$7,033	-\$20,647	-\$11,898

Depreciation is not shown in **Table 1**.

Revenues and expenses reflect reduced water use during two years of drought (2014 and 2015) and two wetter years (2016 was slightly drier than average and 2017 is the wettest year on record for the Northern California Eight Station Index). Water years, calendar years and fiscal years do not align. Even though 2016 and 2017 were wetter than 2014 and 2015, demand remained depressed compared to pre-drought use.

It is also important to note that through March 14, 2018, FY 2017-18 staff costs exceeded \$24,000. This is almost what labor cost in the first two full fiscal years considered in this report.

## FINANCIAL NEEDS

Financial needs fall into three broad categories: operations and maintenance, utilities and depreciation.

### Operations and Maintenance

Average operating expenses over the last three years were \$47,170. **Exhibit A** and **Exhibit B** show the single largest expense is Professional Maintenance Services. This is utility staff time.

DoDW provides regulatory oversight of the CSA. It is a regulatory requirement that the plant be visited by staff every day. To control costs, this is currently achieved with lower paid, part-time help whenever possible. Responding to national and local events, DoDW has increased testing requirements which, for some tests, must be completed by water plant operators with higher levels of



licensing than the part time staff. In addition to the time gathering and delivering samples, there are increased testing costs (more tests) and more time spent reviewing results.

#### Utilities

The CSA uses electricity from Pacific Power. The largest part of this cost is to maintain pressure in the water system. There is a direct correlation between the amount of water pumped and power use. Long term power rates are likely to rise, but recent California Public Utilities Commission filings indicate that rates will remain stable in the short term.

Average annual utility costs during the study period were \$4,871. There was a marked increase in FY 2016-17 costs even though approximately the same amount of water was produced.

#### Depreciation

Financial solvency enables the CSA to deliver water to its users. Revenue collected must cover all operating costs, overhead and some depreciation. Depreciation is collected to offset the cost of future equipment replacement and repairs. Thompson-Reuters assigns a fifty year useful life to water systems as a whole, though individual components may wear out or become obsolete sooner. Full annual depreciation, as determined by standard accounting practices, is \$4,658. There is an annual assessment to properties in the CSA that brings in approximately \$4,800. This amount has, however, been diverted to operational expenses.

## **OTHER FINANCIAL CONSIDERATIONS**

This report looks at average costs, which should reflect long term trends. Unfortunately the climate and age of the system have exceeded what can be thought of as “normal.” A general recommendation in the water industry is that operating costs for a full quarter should be kept on hand for emergency situations. That amount is approximately \$12,000. \$12,000 would not have covered the full extent of the recent wellhead work, but it would have repaired the small leaks to which this 40-plus year old system is prone.

Well water now passes through a series of three filters before being served to customers. The current supply of filters are estimated to have a useful life of eighteen months and cost about \$8,000 to replace. The rates charged should enable the filters to be replaced regularly without impacting regular operations and maintenance.

## **EXISTING WATER USE PATTERNS**

The treatment and distribution systems are adequately sized to serve the current district.

During development of this rate report, individual meter use from bi-monthly billings for the service period from July 1, 2014, through June 30, 2017, was examined. Part of this period coincided with a drought. Non-zero average and median use is shown in **Table 2**. The “Aggregate” column considers all of the data together.

**Table 2 – Non-Zero Average and Median Use in Cubic Feet**

	FY 2014-15	FY 2015-16	FY 2016-17	Aggregate
Average	911	787	870	856
Median	574	475	540	522

Average use decreased during FY 2015-16 reflecting low use in late 2015. Average use shows that most billing periods, most metered use is at or below the base water quantity established in Rate Ordinance 701, which is 1,300 cubic feet (CF). It is recommended that the base water quantity be reduced to 900 CF.

## **REVENUE GOALS**

The CSA had average annual expenses of \$47,170 during the study period. Average utility costs were \$4,871 during that time. So, average annual fixed costs are about \$42,300. The rate structure is designed to recover fixed costs in the base rate and variable costs in the volumetric (per-hundred cubic foot) rate.

The goal of the first cycle of the rate structure seeks to recover operating expenses and enough money to cover filter replacement costs. The second cycle slows accruing filter replacement costs, but increases the base rate and variable rate to beginning accruing an operating reserve.

## **PROPOSED WATER RATES**

The final step of Rate Ordinance 701 went into effect on January 1, 2017. It established the bi-monthly charge for the first 1,300 CF of water at \$75.00 and \$8.00 per 100 CF thereafter until 2,300 CF is reached when \$12.00 is charged per 100 CF. No accounts used more than 17,100 CF during the study period.

The new rate structure should more closely match recurring fixed costs in the base rate and variable costs in the volumetric charge. Fixed costs are those that occur independent of the quantity of water produced. For instance, an operator must check the plant daily and meters must be read bi-monthly as long as the system is operating. The most obvious variable cost is for utilities; chemical costs and a certain amount of maintenance is also based on the amount of water produced. Standby and vacation rates are unchanged and are set at \$25 per billing cycle and treated as fixed.

Based on the three years examined, a rate structure using a simple meter fee (no water use) of \$102.00 and a per-hundred cubic feet rate of \$1.75 would cover the basic cost of providing service as long as there is not another water supply curtailment or electrical rate increase. However, this overlooks the need to maintain minimum turnover in the system for water quality and other reasons. It does not contain filter replacement revenue. CSA customers have historically preferred a base water use quantity. This rate structure will not be further examined.

Based on the three years examined, a rate structure allowing 900 cubic feet of base use could work with a \$111.50 base rate and a per-hundred cubic feet rate of \$2.35. That would cover the basic cost of providing service until there is another water shortage, electrical rate increase or other unexpected expense. No money would be set aside for future emergencies or filter replacement needs.

Additional funds should be collected to ensure filter replacement. Additional money may be needed to recover from recent unexpected labor costs.

Replacement Well Filters

The well currently has three filters. The supply of filters will need replacement every eighteen months at a nominal cost of \$8,000. The current filter set was installed and furnished in September, 2017, so the first replacement date is February, 2019. Assuming this rate goes into effect on July 1, 2018, with a 900 CF base quantity and an average use under 900 CF of 316 CF, this adds \$20.00 to the base rate and \$5.65 per-hundred cubic feet used. The need for filter replacement this soon in a rate cycle calls for a shorter phase-in, so the initial rate period is proposed for 6 months. After that, the portion of the base rate set aside for filters is reduced to \$6.00 and the per-hundred cubic foot portion is \$2.35 to reflect the 18 month recovery period. The non-filter base rate is increased \$14.00 to begin accruing an operating reserve and the variable rate is increased approximately twelve percent against potential utility rate increases.

**Table 3** shows a rate proposal which meets the short-term financial needs of the CSA.

**Table 3 – Rate Proposal – 900 Cubic Foot Base Quantity**

	Current	Phase 1 (6 Month)	Phase 2
Base Rate	\$75.00	\$131.50	\$131.50
Per 100 Cubic Feet	\$8.00	\$8.00	\$5.00
Average Bi-Monthly	\$75.00	\$131.50	\$131.50
Percent Increase	-	75.3	0.0
Model Revenue	\$39,544	\$32,127	\$57,927

## CONCLUSION

The rate structure and schedule proposed in **Table 3** recovers average operating costs in the first phase-in period of six months and accrues funds necessary to replace filters. Additional costs carried from the wellhead improvements are likely to require use of the assessment funds to erase those deficits.

Money is set aside for other future operating needs beginning in the second phase; under model conditions, a \$5,000 operating reserve is available at the end of the planning period. During the second phase of the proposed increase, the rate structure does not use the annual assessment which is treated as a set-aside for future improvements.

With this rate structure, the CSA should be well situated to consider grant and loan packages that may be available when the current planning grant is completed. After the rate planning horizon (or sooner, if operational circumstances demand), the rate structure should be reconsidered in order to maintain the long-term ability to provide water for the CSA.

Attachment:

**Exhibit A:** Expense and Revenue Statement

**Exhibit B:** Revised Expense and Revenue Statement

<b>Shasta County DPW</b> <b>CSA #2 Sugarloaf Water Admin.</b> <b>Organization Code 00375</b>				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
EXPENSES:				
<u>SERVICES AND SUPPLIES</u>				
033103	INSURANCE EXP MISC	108	96	98
033500	MAINTENANCE OF EQUIPMENT	1,776	3,238	3,414
033791	FACILITIES MGMT MAINT OF STRUCTURES	6	0	0
034100	MEMBERSHIPS	153	163	161
034500	OFFICE EXPENSE	0	0	(698)
034591	CHGS OC POSTAGE SVS	451	445	674
034800	PROF & SPECIAL SERVICES	2,700	721	5,509
034826	PROF LAB SVS	3,479	4,221	5,037
034829	PROF MAINTENANCE SVS	22,529	25,306	43,500
034900	PUB & LEGAL NOTICES	360	7	112
035100	RENTS & LEASES OF EQUIPMENT	0	121	121
035500	SMALL TOOLS & EQUIPMENT	485	0	0
035700	SPECIAL DEPARTMENTAL EXPENSE	510	1,510	2,653
036100	UTILITIES	3,616	4,682	6,316
	<b>TOTAL SERVICES AND SUPPLIES</b>	<b>36,172</b>	<b>40,510</b>	<b>66,899</b>
<u>OTHER CHARGES</u>				
050001	CENTRAL SERVICE COST A-87	2,018	2,374	2,996
050900	DEPRECIATION	4,658	4,658	4,658
051100	BAD DEBTS	4	(11)	(0)
	<b>TOTAL OTHER CHARGES</b>	<b>6,680</b>	<b>7,021</b>	<b>7,653</b>
<u>FIXED ASSETS</u>				
061044	WATER SYSTEM UPGRADE	0	0	2,222
061119	SUGARLOAF WELL IMPROVEMENT	0	0	78,000
	<b>TOTAL FIXED ASSETS</b>	<b>0</b>	<b>0</b>	<b>80,222</b>
	<b>TOTAL EXPENDITURES</b>	<b>42,852</b>	<b>47,531</b>	<b>154,773</b>

<b>Shasta County DPW</b> <b>CSA #2 Sugarloaf Water Admin.</b> <b>Organization Code 00375</b>				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
<u>REVENUE FROM MONEY &amp; PROPERTY</u>				
420000	INTEREST	35	22	25
	<b>TOTAL REVENUE FROM MONEY &amp; PROPERTY</b>	<b>35</b>	<b>22</b>	<b>25</b>
<u>CHARGES FOR SERVICES</u>				
668194	S/A DEL WATER CURR	203	480	(35)
693020	WATER SERVICE COLLECTIONS	29,941	35,314	39,807
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>30,144</b>	<b>35,793</b>	<b>39,772</b>
<u>MISCELLANEOUS REVENUES</u>				
799300	MISCELLANEOUS REVENUE	0	24	0
806346	TRAN IN CSA #2 SUGARLOAF	4,800	4,800	3,500
	<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>4,800</b>	<b>4,824</b>	<b>3,500</b>
	<b>TOTAL REVENUES</b>	<b>34,979</b>	<b>40,640</b>	<b>43,297</b>
	<b>EXPENSES (OVER) UNDER REVENUES</b>	<b>(7,873)</b>	<b>(6,891)</b>	<b>(111,476)</b>

<b>Shasta County DPW</b> <b>CSA #2 Sugarloaf Water Admin.</b> <b>Organization Code 00375</b>				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
EXPENSES:				
<u>SERVICES AND SUPPLIES</u>				
033103	INSURANCE EXP MISC	108	96	98
033500	MAINTENANCE OF EQUIPMENT	1,776	3,238	3,414
033791	FACILITIES MGMT MAINT OF STRUCTURES	6	0	0
034100	MEMBERSHIPS	153	163	161
034500	OFFICE EXPENSE <sup>1</sup>	0	0	0
034591	CHGS OC POSTAGE SVS	451	445	674
034800	PROF & SPECIAL SERVICES <sup>2</sup>	2,700	721	4,597
034826	PROF LAB SVS	3,479	4,221	5,037
034829	PROF MAINTENANCE SVS <sup>3</sup>	22,529	25,306	36,670
034900	PUB & LEGAL NOTICES	360	7	112
035100	RENTS & LEASES OF EQUIPMENT	0	121	121
035500	SMALL TOOLS & EQUIPMENT	485	0	0
035700	SPECIAL DEPARTMENTAL EXPENSE <sup>4</sup>	510	1,510	247
036100	UTILITIES	3,616	4,682	6,316
	<b>TOTAL SERVICES AND SUPPLIES</b>	<b>36,172</b>	<b>40,510</b>	<b>57,449</b>
<u>OTHER CHARGES</u>				
050001	CENTRAL SERVICE COST A-87 <sup>5</sup>	2,018	2,374	2,996
050900	DEPRECIATION <sup>6</sup>	0	0	0
051100	BAD DEBTS	4	(11)	(0)
	<b>TOTAL OTHER CHARGES</b>	<b>2,022</b>	<b>2,363</b>	<b>2,996</b>
<u>FIXED ASSETS<sup>7</sup></u>				
061044	WATER SYSTEM UPGRADE	0	0	0
061119	SUGARLOAF WELL IMPROVEMENT	0	0	0
	<b>TOTAL FIXED ASSETS</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL EXPENDITURES</b>	<b>38,194</b>	<b>42,873</b>	<b>60,444</b>

<b>Shasta County DPW</b> <b>CSA #2 Sugarloaf Water Admin.</b> <b>Organization Code 00375</b>				
<b>ACCT NOS.</b>	<b>CLASSIFICATION</b>	<b>ACTUAL BALANCE 2014-15</b>	<b>ACTUAL BALANCE 2015-16</b>	<b>ACTUAL BALANCE 2016-17</b>
<u>REVENUE FROM MONEY &amp; PROPERTY</u>				
420000	INTEREST	35	22	25
	<b>TOTAL REVENUE FROM MONEY &amp; PROPERTY</b>	<b>35</b>	<b>22</b>	<b>25</b>
<u>CHARGES FOR SERVICES</u>				
668194	S/A DEL WATER CURR	203	480	(35)
693020	WATER SERVICE COLLECTIONS	29,941	35,314	39,807
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>30,144</b>	<b>35,793</b>	<b>39,772</b>
<u>MISCELLANEOUS REVENUES</u>				
799300	MISCELLANEOUS REVENUE	0	24	0
806346	TRAN IN CSA #2 SUGARLOAF <sup>8</sup>	0	0	0
	<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>0</b>	<b>24</b>	<b>0</b>
	<b>TOTAL REVENUES</b>	<b>30,179</b>	<b>35,840</b>	<b>39,797</b>
	<b>EXPENSES (OVER) UNDER REVENUES</b>	<b>(8,015)</b>	<b>(7,033)</b>	<b>(20,647)</b>

**EXHIBIT B**

**ENDNOTES**

1. While the well was repaired in 2017, the State Water Resources Control Board (SWRCB) provided bottled water to qualified households. Partial payment of \$698 was received and placed in the Office Expense row. This is a non-recurring expense and is removed from FY 2016-17.
2. The well repair was designed by Pace Engineering. \$337 is deducted for their work in Prof & Special Services. \$575 in Public Works staff time was also reimbursed by SWRCB, for a total FY 2016-17 deduction of \$912.
3. In March, 2017, the CSA had a second e. coli detection in the well. Before grants were obtained for emergency well work, \$6,830 in additional staff time was expended notifying the community, seeking funding, returning the surface water treatment plant to operating condition, etc. Occasional interruption and public notifications are to be expected, but this was an extreme occurrence. The FY 2016-17 total is reduced by \$6,830.
4. While the well was repaired in 2017, SWRCB provided bottled water to qualified households. Partial payment of \$701 was received and placed in the Special Departmental Expense row. In addition, \$1,704 was paid to the contractor adding filtration equipment to the well. These non-recurring expenses and are removed from FY 2016-17.
5. A-87 is the cost of services provided to the CSA by County Departments other than Public Works. For instance, the Auditor does not bill time directly to the CSA, but accrues costs when materials and services are purchased for the CSA, and when funds are maintained and audited. The formula is state mandated, so the A-87 values will not be changed.
6. Depreciation is a non-cash expense and is removed.
7. Money anticipated to be received from SWRCB for a design grant (Water System Upgrades) and for the well emergency work (Sugarloaf Well Improvement) is removed.
8. CSA 2 – Sugarloaf has an annual parcel charge meant to put money aside for capitol improvements. To make more money available for water system operations, this fund has been transferred into regular operations. It is removed from revenue here so that it can be restored to its intended purpose.





## CSA #2 — SUGARLOAF WATER RATE INCREASE

### PROPOSITION 218 NOTICE OF PROPOSED WATER RATE INCREASE

**TO AFFECTED PROPERTY OWNER(S):**

**YOU ARE HEREBY NOTIFIED THAT THE SHASTA COUNTY BOARD OF SUPERVISORS WILL BE CONSIDERING A WATER RATE INCREASE FOR COUNTY SERVICE AREA (CSA) #2 – SUGARLOAF WATER. THIS RATE INCREASE IS TO COVER INCREASED EXPENSES IN THE PRODUCTION, TREATMENT AND DELIVERY OF WATER TO PROPERTIES WITHIN THE CSA. THIS NOTICE IS GIVEN IN ACCORDANCE WITH PROPOSITION 218 AND ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION.**

**THE PROPOSED RATES ARE LISTED BELOW:**

**CURRENT BI-MONTHLY BILL**

	Existing
<b>Base Rate (0-1,400 Cubic Feet)</b>	<b>\$75.00</b>
<b>Rate Per 100 Cubic Feet (over 1,400 Cubic Feet)</b>	<b>\$8.00</b>

**EFFECTIVE DATE: 7/1/2018 BI-MONTHLY BILL**

	Proposed – Year 1
<b>Base Rate (0-900 Cubic Feet)</b>	<b>\$131.50</b>
<b>Rate Per 100 Cubic Feet (over 900 Cubic Feet)</b>	<b>\$8.00</b>

**EFFECTIVE DATE: 1/1/2019 BI-MONTHLY BILL**

	Proposed – Year 2
<b>Base Rate (0-900 Cubic Feet)</b>	<b>\$131.50</b>
<b>Rate Per 100 Cubic Feet (over 900 Cubic Feet)</b>	<b>\$5.00</b>

**THESE RATES ARE NECESSARY TO RECOVER THE COSTS OF OPERATIONS AND MAINTENANCE AND RECOUP THE COST OF REPLACEMENT FILTERS REQUIRED BY THE CSA'S OPERATING PERMIT.**

**A DETAILED ACCOUNTING SHOWING THE BASIS OF THE FEES MAY BE VIEWED AND OBTAINED AT THE SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS AT 1855 PLACER STREET, REDDING, CALIFORNIA.**

**A PUBLIC HEARING IS SCHEDULED ON JUNE 5, 2018, IN THE SHASTA COUNTY BOARD OF SUPERVISORS CHAMBERS, LOCATED AT 1450 COURT STREET, ROOM 263, REDDING, CALIFORNIA, AT 9:00 A.M. OR AS SOON THEREAFTER AS MAY BE HEARD, TO CONSIDER THE PROPOSED WATER RATE INCREASE AND ANY PROTESTS.**

**Protest Information:**

**The Shasta County Board of Supervisors will consider the proposed water service rate increase at a public hearing at 9:00 a.m., or as soon thereafter as can be heard, on June 5, 2018, at the Board of Supervisors Chambers located at 1450 Court Street, Room 263, Redding, California. Under State law, if you are the owner of record of, or a tenant at, a parcel or parcels subject to the proposed rate changes, you may submit a protest against the proposed rate changes by filing a written protest with the Clerk of the Board at or before the time set for the public hearing. Only one protest per parcel will be counted. If there is no majority protest the Board will consider and may adopt the increased water service rate. A majority protest exists if written protests against the proposed rate increase are presented by a majority of the affected parcels.**

A written protest must contain a description of the parcel or parcels in which the party signing the protest has an interest, sufficient to identify the parcel(s). If the party signing the protest is not shown on the last equalized assessment role of Shasta County as the owner of the parcel(s), the protest must contain or be accompanied by written evidence that such party is the owner of the parcel(s) or is a tenant on the parcel(s). Written protests regarding the proposed rate changes may be mailed to: County of Shasta, Clerk of the Board, 1450 Court Street, Suite 308B, Redding, California 96001. Written protests may also be personally delivered to the Clerk of the Board at this address. To be valid, a protest must be in writing and received by the Clerk of the Board at or before the time of the protest hearing.

**ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA,  
COUNTY SERVICE AREA NO. 2–SUGARLOAF WATER,  
REPEALING ORDINANCE NO. 701 AND SETTING FORTH THE CHARGES,  
RATES, AND FEES FOR WATER AND RELATED SERVICES**

The Board of Supervisors of the County of Shasta ordains as follows:

**WHEREAS**, on April 10, 2018, a written notice describing the proposed rates, fees, and charges to be imposed for water and related services was mailed to the affected property owners in accordance with the provisions of Cal. Const., art. XIII D, §6; and

**WHEREAS**, on June 5, 2018, a public hearing was held to provide an opportunity to protest the proposed the proposed rates, fees, and charges to be imposed for water and related services in accordance with Cal. Const., art XIII D, §6; and

**WHEREAS**, the proposed rates, fees, and charges are necessary in providing water services, including an appropriate level of reserves, and will not produce revenues in excess of the costs of such service; and

**WHEREAS**, there was not a majority protest to the proposed rates, fees, and charges to be imposed for water and related services; and

**WHEREAS**, this ordinance complies with the legal and procedural requirements for setting the charges and rates for water and related services including, but not limited to, Cal. Const., art XIII D, §6 and Government Code section 53750 *et seq.*

**Now therefore, the Board of Supervisors of the County of Shasta hereby and ordains as follows:**

**Section 1.** Water Rate Schedule: The rates, fees, and charges to be imposed for water and related services in County Service Area No. 2 (Sugarloaf Water) shall be as follows:

**Basic Bi-monthly Charge Effective July 1, 2018**

- (1) A basic Bi-monthly Charge of \$131.50, which includes the first 900 cubic feet of water consumed (0 - 900 cubic feet);
- (2) A charge of \$8.00 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 900 cubic feet.

**Basic Bi-monthly Charge Effective January 1, 2019**

- (1) A basic Bi-monthly Charge of \$131.50, which includes the first 900 cubic feet of water consumed (0 - 900cubic feet);

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June 5, 2018

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- (2) A charge of \$5.00 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 900 cubic feet.

**Water Sales to Out-of-District Users (Short-Term Usage):** Persons who are not residents or property owners in County Service Area No. 2 – Sugarloaf Water may purchase water where and when available at the rate of twice the amount charged to regular customers for the same usage in a two-month period.

County Service Area No. 2 - Sugarloaf Water will provide a meter to record water usage upon receipt of a \$500.00 deposit. A permit will be issued outlining the conditions of use.

**Section 2. Standby Charge Unchanged: \$25.00 (Bi-monthly)**

- (1) **Not Connected to Water System:** A standby charge shall be paid by the owner of each parcel in the service area for which delivery of water service is readily available but has not been initiated, whether structures are present on the property or not. Parcels that are determined not to be suitable for residential or commercial development may not be charged a standby fee. This determination will include factors such as size of the property, the topography of the property, and the shape of the property. The Director of Public Works will make this determination.
- (2) **Vacation Status:** Pursuant to the Shasta County Service Area Ordinance, customers with a meter may be charged the applicable standby fee during the months the property is vacant, upon request, if the property is to receive regular water service for less than three (3) consecutive months per year.

**Section 3.** This ordinance supersedes any prior ordinance or resolution setting water rate fees for County Service Area No. 2 – Sugarloaf Water. Ordinance No. 701 is repealed.

**Section 4.** This ordinance shall take effect and be in full force and effect from and after 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

**Section 5.** If any section, subsection, clause, phrases, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

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**DULY PASSED AND ADOPTED** this 5th day of June, 2018 by the Board of Supervisors of the County of Shasta, State of California, County Service Area No. 2 - Sugarloaf Water by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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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:** June 5, 2018

**CATEGORY:** Scheduled Hearings - Public Works-9.

**SUBJECT:**

CSA No. 23-Crag View Water Urgency Ordinance

**DEPARTMENT:** Public Works

County Service Area No. 23-Crag View

**Supervisory District No. :** 4

**DEPARTMENT CONTACT:** Pat Minturn, Public Works Director, (530) 225-5661

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Conduct a public hearing to consider adopting an ordinance that: (a) finds a water shortage emergency exists in CSA No. 23-Crag View Water due to the financial inability to continue to provide potable water which requires the limiting of water usage to 225 gallons per meter per day; (b) implements a moratorium on new water service connections; (c) finds that the project is exempt from the requirements of the California Environmental Quality Act (CEQA); and (d) provides for enforcement of the ordinance including civil and criminal penalties as necessary; and (2) introduce, waive the reading of, and enact An Urgency Ordinance of the Board of Supervisors of the County of Shasta Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act in CSA No. 23-Crag View Water.

**SUMMARY**

Expenditures exceed revenues in CSA No. 23. A rate increase was rejected by the property owners and/or residents. Staff recommends that the Board consider measures to limit expenditures and to bring them closer in line to the revenues received. The measures would conserve the water supply and emphasize use for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection within CSA No.23.

**DISCUSSION**

CSA No. 23 provides water service to approximately 70 customers in Crag View. Water is pumped out of Little Castle Creek, filtered, chlorinated and conveyed to customers. Operating expenses have exceeded revenues. A four-year rate increase was proposed but was rejected due to a majority protest pursuant to Proposition 218 and, therefore, the Board was legally prohibited from adopting the rate increase. CSA No. 23 is presently insolvent. Insolvency will eliminate the ability to provide water to CSA No. 23. The following mitigation measures are proposed.

Prohibition on Excessive Use and Penalties Violations

Each gallon of water delivered to customers in CSA No. 23 costs more than the incremental revenue received. Consequently,

the more water that the customers use, the more insolvent CSA No. 23 becomes. The current rate structure only partially recovers operating costs and does not recover depreciation costs. It would thus be prudent to curtail excessive use beyond basic health and safety domestic needs while also ensuring priority of use for fire and sanitation. The median water bill in CSA No. 23 is for approximately 2000 cubic feet bi-monthly (250 gallons per day). Potential curtailment scenarios are shown below:

Prohibition on Excessive Use							
Max Use (gpd)	Compliant Billings	Deliveries (CF/yr)	Annual Revenue	Foregone Revenue	Operational Savings	Depreciation Savings	Reduced County Cost
225	45%	465,786	\$38,340	(\$7,228)	\$9,896	\$13,841	\$16,509
300	64%	556,403	\$38,900	(\$6,669)	\$9,148	\$12,794	\$15,273
No Limit	100%	1,664,008	\$45,568				

Additionally, to ensure compliance with the water consumption limitations, penalties have been proposed in the amount \$100 for the first violation, \$175 for a second violation, \$250 for a third violation and any subsequent violations. Under certain conditions specified in the Ordinance, a \$1,000 penalty may be levied for extraordinary violations.

Moratorium

Further expansion and development of the customer base would contribute to insolvency in CSA No. 23. A moratorium on new connections is thus recommended in conjunction with the above measures.

**ALTERNATIVES**

The Board may elect to pursue these or other options. The Board may also decline to impose the above measures. The CSA would continue to become even more insolvent thus threatening the entire water supply or requiring subsidization from the General Fund as water is being sold for less than its cost of production.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the resolution and the ordinance as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

CSA No. 23 is insolvent. The proposed measures may at least partially alleviate the deficit.

**ATTACHMENTS:**

Description	Upload Date	Description
CSA No. 23-Crag View Water Urgency Ordinance	5/31/2018	CSA No. 23-Crag View Water Urgency Ordinance

**ORDINANCE NO.**

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
DECLARING A WATER SHORTAGE EMERGENCY AND A NECESSITY FOR A  
WATER CONSERVATION PROGRAM,  
ADOPTING A WATER CONSERVATION PROGRAM AND FINDING THAT THE  
ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
IN COUNTY SERVICE AREA NO. 23 – CRAG VIEW WATER**

**WHEREAS**, the provision of potable water supplies for domestic use is essential to health, safety and general public welfare; and

**WHEREAS**, a water shortage emergency condition prevails in County Service Area No. 23-Crag View Water and that the ordinary demands and requirements of water consumers cannot be satisfied under the current restraints of County Service Area No. 23-Crag View Water without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

**WHEREAS**, County Service Area No. 23 - Crag View Water provides potable water to approximately 70 customers within its service area; and

**WHEREAS**, costs are incurred to provide potable water to customers; and

**WHEREAS**, County Service Area No. 23 - Crag View Water is presently insolvent; and

**WHEREAS**, efforts to secure an adequate funding stream to support County Service Area No. 23 - Crag View Water operations have not been successful; and

**WHEREAS**, County Service Area No. 23 - Crag View Water proposed a rate increase on May 15, 2018, which would have allowed it to continue to provide water service at the present level; and

**WHEREAS**, pursuant to article XIII C, section 6 of the California Constitution, the water users in County Service Area No. 23 - Crag View Water submitted protest ballots which constituted a majority of the users thus preventing the imposition of the new rates; and

**WHEREAS**, County Service Area No. 23 - Crag View Water presently incurs incremental operational and infrastructure costs in excess of incremental revenues to provide water to customers in excess of supplies which may be deemed necessary for basic health and safety minimums; and

**WHEREAS**, operating County Service Area No. 23 - Crag View Water does not have adequate revenue to provide the current level of water service thus threatening the entire future water supply; and

**WHEREAS**, County Service Area No. 23 - Crag View Water is not required to provide a service which is beyond its financial ability; and

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**WHEREAS**, the County Service Area Law embodies a State policy against the subsidization of one group of taxpayers by another; and

**WHEREAS**, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

**WHEREAS**, California Water Code section 350 provides that a public entity water supplier may declare a water shortage emergency condition exists within the area served whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

**WHEREAS**, California Water Code section 351 provides that except in the event of a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a water shortage emergency declaration shall be made only after a public hearing at which consumers of such water supply shall have an opportunity to be heard to protest against the declaration and to present their respective needs to the public entity; and

**WHEREAS**, California Water Code section 353 provides that upon declaration of a water shortage emergency, the public entity shall thereupon adopt such regulations and restrictions on the delivery and use of water as needed in the sound discretion of the public entity and conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection; and

**WHEREAS**, California Water Code section 355 provides that the regulations and restrictions shall thereafter be and remain in full force and effect until the period of the emergency and until the emergency condition no longer exists; and

**WHEREAS**, California Water Code section 356 provides that the regulations and restrictions may include the right to deny applications for new or additional service connections, and provisions for their enforcement by discontinuing service to customers willfully violating the regulations and restrictions; and

**WHEREAS**, California Water Code section 357 provides that if the regulations and restrictions on delivering consumption of water adopted pursuant to California Water Code section 350 conflict with any law establishing the rights of individual consumers to receive either specific or proportionate amounts of water supply available for distribution the service area, the regulations and restrictions adopted pursuant to California Water Code section 350 shall prevail; and

**WHEREAS**, California Water Code sections 375 et seq. empowers the County of Shasta through County Service Area No. 23 - Crag View Water as the supplier of water to County Service Area No. 23 - Crag View Water to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and



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**WHEREAS**, Water Code section 377 establishes that, from and after the publication of an ordinance pursuant to Water Code section 376, violation of the ordinance is a misdemeanor punishable by up to 30 days in county jail, or by a fine of up to \$1,000 or both; and

**WHEREAS**, Water Code section 377 establishes that any person violating this ordinance may also be subject to a civil penalty in an amount not to exceed \$10,000 in accordance with and subject to that provision as it may be amended from time to time. Civil penalties shall be:

\$100 for the first violation, and  
\$175 for the second violation, and  
\$250 for the third and any subsequent violation, and  
\$1,000 for extraordinary situations where all of the following has occurred:  
-The residential user had actual knowledge of the requirements found to be violated, and  
-the conduct was intentional, and  
-the amount of water involved was substantial. “Substantial” is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance; and

**WHEREAS**, notice of the time and place of this hearing of this ordinance has been provided in accordance with the applicable provisions including, but not limited to, California Water Code section 352 and Government Code section 6061; and

**WHEREAS**, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it includes regulations to protect water resources and the ability to provide water resources. Also it consists of regulations and restrictions on activities to ensure the maintenance, restoration, or enhancement of a natural resource pursuant to CEQA Guidelines 51501 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), 15307 (Actions for Protection of Natural Resources) and 15308 (Actions for Protection of Environment), and there are no unusual circumstances under CEQA Guideline 15300.2(c); and

**WHEREAS**, on June 5, 2018, the County of Shasta held a public hearing to consider an ordinance adopting a water conservation program.

**The Board of Supervisors of the County of Shasta ordains as follows in County Service Area No. 23 – Crag View Water:**

#### **SECTION 1. Immediate Effect**

This ordinance is an urgency measure and is effective immediately upon adoption.

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## **SECTION 2. Publication**

Pursuant to Water Code section 376, the County of Shasta shall publish, in accordance with Government Code section 6061, this ordinance adopting a water conservation program within 10 days after its adoption.

## **SECTION 3. Findings of Necessity**

- (A) The Board of Supervisors finds and determines that the foregoing recitals are true and correct.
- (B) The Board of Supervisors further finds that because of fiscal insolvency within the CSA, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure the continued availability of water for human consumption, sanitation, and fire protection.
- (C) The Board of Supervisors further finds and determines that the general welfare requires that the County maximize the beneficial use of its available water resources in County Service Area No. 23 - Crag View Water to the extent that it is capable, and that the unreasonable use, or unreasonable method of use of water shall be prevented and the conservation of water is to be extended with the view to the reasonable and beneficial use thereof in the interests of the people County Service Area No. 23 - Crag View Water and for their public health, safety, and welfare.

## **SECTION 4. Application**

Due to the unique circumstances involving the ability of County Service Area No. 23 - Crag View Water to provide the current level of water service, including demand, thus threatening the availability of water in County Service Area No. 23 - Crag View Water, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure that there is sufficient water for human consumption, sanitation, and fire protection and for the public health, safety, and welfare of the residents of County Service Area No. 23 - Crag View Water.

## **SECTION 5. Water Use Limitations**

- (A) No metered connection shall use in excess of 225 gallons per day unless a variance is granted in accordance with the terms of this ordinance.
- (B) A water consumer may apply for a variance from the maximum permitted water consumption provisions prescribed in Section 5.A. by submitting a written request for a variance to the Director of the Shasta County Department of Public Works or his/her designee ("Director"). The Director shall consider all information provided by the water

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consumer in determining whether a variance will be granted. The Director may, in his or her sole discretion, grant a variance from the maximum permitted water consumption provisions of Section 5 if the application of the provisions prescribed in 5.A. would constitute an extraordinary hardship. The factors which may be taken into consideration include, but are not limited to: failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance; compliance with the water conservation measures cannot be accomplished due to technical or other limitations; is necessary to avoid or mitigate a significant adverse impact on an endangered or listed protected plant, animal, or aquatic species or critical environmental feature present on the property or to maintain the traditional and natural character of a critical environmental feature; or, other limitations and alternative methods achieving the same level of reduction in water use can be implemented and are specified in the request for the variance.

- (C) If the Director grants a variance, the maximum permitted water consumption shall be as determined by the Director, and the civil penalty provisions prescribed in this Ordinance shall apply to the increased maximum permitted water consumption. The Director shall inform the water consumer seeking a variance of the decision within 30 days of the Director's receipt of the request for a variance. Service of the Director's decision shall be by first-class mail addressed to the water consumer at the address given by the water consumer in the request for a variance and shall be deemed received by the water consumer five days after the date of mailing. The water consumer may appeal the Director's decision to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Director's decision. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer seeking a variance of the BOS's of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking the variance of the BOS decision. The BOS's decision on the appeal shall be final.
- (D) Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties (Usage Penalty) in addition to the regular bi-monthly bill as follows:
- \$100 for the first violation, and
  - \$175 for the second violation, and
  - \$250 for the third and any subsequent violation, and
  - \$1,000 for extraordinary situations where all of the following has occurred:
    - The residential user had actual knowledge of the requirements found to be violated, and
    - the conduct was intentional, and
    - the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance.

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- (E) If a Usage Penalty is imposed, the water consumer may appeal the Usage Penalty to the Shasta County Board of Supervisors (“BOS”) by filing an appeal. The water consumer’s appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking appealing the Usage Penalty of the BOS decision. The BOS’s decision on the appeal shall be final.
- (F) If the BOS upholds the Usage Penalty, the water consumer may seek judicial review of that action by filing a petition for writ of mandate in accordance with Sections 1094.5 and 1094.6 of the California Code of Civil Procedure and the time limits specified therein. In addition, notwithstanding the provisions of Sections 1094.5 or 1094.6 of the California Code of Civil Procedure, within 20 days after service of this final decision of the Shasta County Board of Supervisors regarding the imposition of the Usage penalty, the water consumer may also contest the final decision and seek review by filing an appeal to be heard de novo by the Superior Court. This right to appeal is limited to the terms and conditions set out in outlined in California Government Code Section 53069.4. In the event that a copy of the notice of appeal is served in person or by first-class mail upon the Clerk of the Board for the County of Shasta by the water consumer pursuant to the appeal to the Superior Court, the time for payment shall be suspended from the date of said service until the judgment of the court is final.
- (G) Usage Penalties shall be subject to Shasta County Code section 13.12.050-Water Service-Billing.
- (H) The remedies provided for in this section are cumulative and not alternative.
- (I) Should there be any inconsistency or conflict with the penalty provisions of this ordinance and Water Code section 377, the provisions of Water Code section 377 shall control.

#### **SECTION 6. Moratorium on New or Additional Water Service Connections**

Pursuant to article XI, section 7 of the California Constitution and California Water Code sections 350 et seq, no new or additional water services connections shall be approved or established. This provision shall apply to all applications for new or additional water service connections that have not been received by the Shasta County Department of Resource Management as of the effective date of this ordinance.

#### **SECTION 7. California Environmental Quality Act**

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.)

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### **SECTION 8. Severability**

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

### **SECTION 9. Adoption**

This ordinance shall take effect and be in full force and effect immediately after its passage as an urgency ordinance pursuant to the provisions of Government Code sections 25123 and 25131 and Water Code section 376. The clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this 5th day of June, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy