



SHASTA COUNTY

BOARD OF SUPERVISORS

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, June 26, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Pastor Bob Parrish, Fall River Mills Seventh Day Adventist Church

Pledge of Allegiance: Supervisor Baugh

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 the following: (1) A resolution which approves committed fund balances in accordance with Shasta County Policy Resolution 2011-02, and Administrative Policy 2-104 *Fund Balance Policy for Financial Statement Reporting*; (2) a salary resolution which reflects the position allocation amendments approved in the Fiscal Year (FY) 2018-19 Budget effective July 8, 2018; and (3) a resolution which adopts: (a) the FY 2018-19 Budget; (b) the FY 2018-19 Schedule of Position Allocations by budget unit; and (c) the County Salary Plan.

General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 2 Presentation

Receive a presentation from Partnership HealthPlan Northern Region Executive Director Wendi West.

No General Fund Impact

No Vote

R 3 Presentation

Receive the annual report on Mental Health, Alcohol and Drug Advisory Board activities from Chair Charles Menoher and Past-Chair Steve Smith.

No Additional General Fund Impact

No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff

member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

GENERAL GOVERNMENT

C 1 Administrative Office

Approve and authorize the Chairman to sign an agreement with the Economic Development Corporation in an amount not to exceed \$58,773 to provide business expansion, retention, and recruitment services for the period July 1, 2018 through June 30, 2019.

No Additional General Fund Impact Simple Majority Vote

C 2 Auditor-Controller

Approve and authorize the Chairman to sign the County claims list in the amount of \$1,412.99, as submitted.

No Additional General Fund Impact Simple Majority Vote

C 3 Auditor-Controller

Adopt a resolution which: (1) Establishes the Shasta County appropriations limit at \$191,982,243 for Fiscal Year 2018-19; and (2) sets the annual adjustment factors used to calculate the appropriations limit: (a) the percentage change (5.05%) in local assessment roll from preceding year due to the addition of local non-residential new construction; and (b) the percentage change (0.15%) in population within the incorporated areas in Shasta County.

No General Fund Impact Simple Majority Vote

C 4 Clerk of the Board

Adopt a resolution which designates the Director of Resource Management the authority to review less than three-acre timberland conversion exemption applications submitted to the California Department of Forestry and Fire Protection.

No Additional General Fund Impact Simple Majority Vote

C 5 Clerk of the Board

Approve the minutes of the meeting held on June 19, 2018, as submitted.

No General Fund Impact Simple Majority Vote

C 6 Support Services-Purchasing

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with All Seasons Moving and Storage, Inc. DBA Don Hemsted's Van and Storage, increasing maximum compensation by \$50,000, for a new maximum compensation of \$150,000, to provide moving services to various County Departments, and retaining the term February 17, 2016, through February

16, 2019.

No Additional General Fund Impact

Simple Majority Vote

C 7 Support Services-Purchasing

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Chris Cable DBA Caliber Office Furniture, LLC, increasing maximum compensation by \$50,000, for a new maximum compensation of \$100,000, to provide moving services, and retaining the term August 22, 2016, through August 21, 2019.

No Additional General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 8 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with Crestwood Behavioral Health, Inc. in an amount not to exceed \$4,800,000 during the entire term of the agreement to provide residential mental health treatment services for the period July 1, 2017 through June 30, 2020.

No Additional General Fund Impact

Simple Majority Vote

C 9 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign an amendment, effective July 1, 2018, to the agreement with Willow Glen Care Center to provide community residential treatment services for mentally disabled adults to increase daily rates, retain maximum compensation not to exceed \$1,000,000 during the entire term of the agreement, and retain the term July 1, 2016 through June 30, 2017, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 10 Health and Human Services Agency-Adult Services

Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign an amendment, effective July 1, 2018, to the agreement with Hill Country Community Clinic to provide a Community Mental Health Resource Center to remove Foster Parent Retention, Recruitment, and Support services, reduce maximum compensation during the entire term of the agreement by \$150,000 (from \$4,020,000 to \$3,870,000), and change service hours, and retain the term for the period January 1, 2017 through December 31, 2019.

No Additional General Fund Impact

Simple Majority Vote

C 11 Health and Human Services Agency-Business and Support Services

Approve and authorize the: (1) Chairman to sign an agreement with CPS HR Consulting, in an amount not to exceed \$43,750 to provide leadership training and the Clifton StrengthsFinder assessment (Online Assessment) for the period from

date of signing through January 31, 2019, or upon the completion of the entire Training Program, whichever comes first; and (2) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to authorize selected staff to sign or electronically sign terms and conditions for accessing the Clifton StrengthsFinder Online Assessment.

No Additional General Fund Impact Simple Majority Vote

C 12 Health and Human Services Agency-Business and Support Services

Take the following actions regarding the Regents of the University of California, Davis training agreements for the period July 1, 2018 through June 30, 2019: (1) Approve and authorize the Chairman to sign a renewal agreement in the amount of \$25,500 to provide training for staff in Child Welfare; and (2) approve and authorize the Chairman to sign a renewal agreement in the amount of \$119,000 to provide training for staff within the Health and Human Services Agency.

No Additional General Fund Impact Simple Majority Vote

C 13 Health and Human Services Agency-Office of the Director

Adopt the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2018-19.

No General Fund Impact Simple Majority Vote

C 14 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign a renewal agreement with Northern Valley Catholic Social Service, Inc., (NVCSS) in an amount not to exceed \$70,000 to provide Cal-Learn case management services for the period July 1, 2018, through June 30, 2019.

No Additional General Fund Impact Simple Majority Vote

C 15 Health and Human Services Agency-Regional Services

Approve and authorize the: (1) Chairman to sign a renewal revenue agreement with the U. S. Department of Interior through the Bureau of Reclamation in an amount not to exceed \$2,175,586.75 for the Opportunity Center to provide janitorial services at the Shasta Dam for the period July 1, 2018 through June 30, 2019, with four optional one-year renewals; and (2) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and does not result in a change in compensation of more than 10% through June 30, 2023, as long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No General Fund Impact Simple Majority Vote

C 16 Housing and Community Action Programs

Approve Fiscal Year 2017-18 budget amendments increasing appropriations by

\$25,000 in the Housing budget and \$25,000 in the Community Action Agency budget to be offset with Contingency Reserve to allow for termination pay.

General Fund Impact

4/5 Vote

LAW AND JUSTICE

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 \$100,000 to \$120,000, increasing the total agreement maximum compensation by \$20,000 (for a new total agreement maximum compensation of \$594,000) 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 Probation

Approve and authorize the Chairman to sign a renewal agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) in an amount not to exceed \$165,000 over the entire term of the agreement to provide counseling programs and services 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 19 Probation

Approve and authorize the Chairman to sign a renewal agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) in an amount not to exceed \$762,000 over the entire term of the agreement (includes up to a \$74,000 advance payment each fiscal year for the Resource Fund), to continue to provide a Participants' Actions To Housing (PATH) supportive housing program 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 20 Sheriff-Coroner

Approve Fiscal Year 2017-18 budget amendments: (1) Increasing appropriations and revenue by \$13,000 in the Sheriff Burney budget offset with a transfer in from the Sheriff budget; and (2) increasing appropriations and revenue by \$155,000 in the Sheriff and Sheriff Patrol budgets to recognize and utilize additional revenues including Remote Area Network trust funds.

No Additional General Fund Impact

4/5 Vote

C 21 Sheriff-Jail

Approve and authorize the Chairman to sign a renewal agreement with Keefe Commissary Network, L.L.C., with no maximum compensation, to provide

commissary services to the Jail for the period July 1, 2018 through June 30, 2021, with two automatic one-year renewals.

No General Fund Impact

Simple Majority Vote

C 22 **Sheriff**

Probation

District Attorney

Approve the following Fiscal Year 2017-18 budget amendments to reallocate appropriations and revenue related to the Board of State and Community Corrections (BSCC) Edward Byrne Memorial Justice Assistance Grant (JAG) Program: (1) Increasing and decreasing appropriations for a net zero result in the Sheriff budget; (2) increasing revenue by \$100,645 in the Probation budget; and (3) decreasing appropriations and revenue by \$3,951 in the District Attorney budget.

No Additional General Fund Impact

4/5 Vote

PUBLIC WORKS

C 23 **Public Works**

Approve and authorize the Public Works Director to sign a Notice of Completion for the "Front Street (1H02A) Rehabilitation Project," Contract No. 704009, and record it within 15 days of actual completion.

No General Fund Impact

Simple Majority Vote

C 24 **Public Works**

Award to the lowest responsive and responsible bidder, California Highway Construction Group, Inc., on a unit cost basis, the contract for "Junction School ATP Project," Contract No. 702985, in the amount of \$484,200.

No General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 25 **Resource Management**

Approve a Fiscal Year 2017-18 budget amendment increasing appropriations and revenue by \$50,000 in the Department of Resource Management Building Division budget for better alignment to projected and actual expenditures and revenues.

No Additional General Fund Impact

4/5 Vote

SHASTA COUNTY WATER AGENCY

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

The Shasta County Board of Supervisors will adjourn and reconvene as the Shasta County Water Agency.

SHASTA COUNTY WATER AGENCY

The Shasta County Board of Supervisors does not receive any additional compensation or stipend for acting as the Shasta County Water Agency.

**SDC 1 Public Works
 Water Agency**

Take the following actions regarding the Water Administration fund: (1) Approve a loan of \$20,000 to the County Service Area (CSA) No. 6-Jones Valley Water fund; (2) approve a loan of \$15,000 to the CSA No. 23-Crag View Water fund; and (3) approve a loan of \$15,000 to the CSA No. 25-Keswick Water fund.

No Additional General Fund Impact Simple Majority Vote

The Shasta County Water Agency will adjourn and reconvene as the Shasta County Board of Supervisors.

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 support of Senate Bill 212 (Jackson and Ting), *Sharps and Pharmaceutical Drug Take-Back Program*; and (3) receive Supervisors' reports on countywide issues.

No General Fund Impact Simple Majority Vote

**R 5 Administrative Office
 Probation**

Take the following actions regarding Board-appointed membership to the Community Corrections Partnership (CCP) pursuant to Penal Code § 1230(b)(2) (B): (1) Ratify the following retroactive appointments: (a) for the period June 8, 2011 through June 30, 2015, appoint: (i) Julie Hope, Principal Administrative Analyst, as a member; and (ii) Elaine Grossman, Senior Administrative Analyst, as an alternate member; and (b) for the period July 1, 2015 through March 21, 2018, appoint Elaine Grossman, Senior Administrative Analyst, as a member; (2) effective June 26, 2018: (a) appoint Supervisor Rickert, or another Board member, or the County Executive Officer, or a designee of the Board of Supervisors who is a County employee that does not already serve on the CCP; (b) appoint an alternate who is a Board member, the County Executive Officer, or a designee of the Board of Supervisors who is a County employee that does not already serve on the CCP; (c) provide that such appointments shall serve for a four-year term and shall serve at the pleasure of the Board of Supervisors; and (3) provide other direction to staff.

No Additional General Fund Impact Simple Majority Vote

R 6 Administrative Office

Take the following actions regarding the Request for Proposals (RFP 18-27) to provide an independent review of the County of Shasta's Jail operations: (1) Direct staff to enter into contract negotiations with the highest rated responder, CGL Companies, with a quoted proposal price of \$97,040; and (2) contingent on reaching agreement with CGL Companies on the terms of the contract, direct staff to return to the Board of Supervisors with an agreement for approval at a future date.

No 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.

PUBLIC WORKS

R 7 Public Works

Take the following actions regarding Siskiyou County Transfer Station parcel charges: (1) Open the public hearing; (2) close the public hearing; and (3) adopt a resolution which, effective July 1, 2018, extends parcel charges to pay tipping fees at Siskiyou County Transfer Station.

No General Fund Impact

Simple Majority Vote

R 8 Public Works

Take the following actions on behalf of USA Waste of California, Inc. (USA): (1) Conduct a public hearing to consider adding new waste collection service charges and increasing an existing service charge; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants; (4) in the absence of a majority protest, adopt a resolution which authorizes the new and revised service charges; and (5) approve and authorize the Chairman to sign the second amendment to the franchise agreement with USA authorizing the new and revised service charges for the period July 1, 2018, through July 1, 2022.

No General Fund Impact

Simple Majority Vote

ADJOURN

REMINDERS

| Date: | Time: | Event: | Location: |
|------------|-----------|--|----------------|
| 06/26/2018 | 5:00 p.m. | Board of Supervisors Special Meeting | Board Chambers |
| 07/03/2018 | | Board of Supervisors Meeting Canceled | |
| 07/10/2018 | | Board of Supervisors Meeting | |

Canceled

| | | | |
|------------|-----------|--|-------------------|
| 07/12/2018 | 2:00 p.m. | Planning Commission Meeting | Board Chambers |
| 07/17/2018 | 8:30 a.m. | Air Pollution Control Board Meeting | Board Chambers |
| 07/17/2018 | 9:00 a.m. | Board of Supervisors Meeting | Board Chambers |
| 07/24/2018 | 9:00 a.m. | Board of Supervisors Meeting | Board Chambers |
| 07/31/2018 | | Board of Supervisors Meeting Canceled | Board Chambers |

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018
CATEGORY: BOARD MATTERS-1.

SUBJECT:
Adoption of the FY 2018-19 Budget Resolution and Salary Resolution which includes the Schedule of Position Allocations, and the County Salary Plan
DEPARTMENT: Board Matters

Supervisory District No. :
DEPARTMENT CONTACT: Larry Lees, County Executive Officer

STAFF REPORT APPROVED BY: Terri Howat, County Chief Financial Officer

| | |
|-----------------------|-----------------------------|
| Vote Required? | General Fund Impact? |
| Simple Majority Vote | General Fund Impact |

RECOMMENDATION

Adopt the following: (1) A resolution which approves committed fund balances in accordance with Shasta County Policy Resolution 2011-02, and Administrative Policy 2-104 *Fund Balance Policy for Financial Statement Reporting*; (2) a salary resolution which reflects the position allocation amendments approved in the Fiscal Year (FY) 2018-19 Budget effective July 8, 2018; and (3) a resolution which adopts: (a) the FY 2018-19 Budget; (b) the FY 2018-19 Schedule of Position Allocations by budget unit; and (c) the County Salary Plan.

SUMMARY

State Law prescribes certain actions necessary to approve and adopt the County's annual budget. These actions are presented today to comply with state law and to adopt a spending plan for FY 2018-19.

DISCUSSION

The Board of Supervisors (“Board”) conducted budget hearings on Tuesday, June 5, 2018. The Board received a report from the County Executive Officer (“CEO”) and after careful review, consideration, and discussion, the Board approved the budget as recommended by the CEO and as amended by the Board prior to commencement of the budget hearings on record with the Clerk of the Board. The State of California County Budget Act provides a central reference point of state code requirements, administrative directives and recommended practices pertaining to the form and content of the annual county budget. Shasta County adheres to the provisions of the County Budget Act.

Following is a brief description of each recommended action:

1. The Board adopted Administrative Policy 2-104, Fund Balance Policy for Financial Statement Reporting on March 1, 2011. The classification “Committed Fund Balance” includes amounts that can be used only for the specific purpose determined by the Board. Commitments may be changed or lifted only by the Board taking the same formal action that imposed the constraint

originally. The formal action must occur prior to the end of the reporting period (June 30th), and the amount which will be subject to the constraint may be determined in the subsequent period. Therefore, it is recommended that the Board adopt a resolution which establishes committed fund balance classification for those funds formally constrained to be used for a specific purpose.

2. Adopting a Salary Resolution will make those personnel changes included in the FY 2018-19 Budget approved by the Board on June 5, 2018.

3. Government Code section 29089 requires a resolution for the adoption of the budget of the county, each dependent special district, and each other agency as defined in section 29002. The budget is comprised of the Recommended Budget as recommended by the CEO and approved by the Board of Supervisors and as amended prior to Budget Hearings on record with the Clerk of the Board, with inclusion of the following:

1. Various technical corrections to the Recommended Budget recommended by the Auditor Controller and approved by the CEO; and
2. By attachment, the Fiscal Year 2018-19 Schedule of Position Allocations by budget unit, and the County Salary Plan; and
3. Affirms that the budget, as adopted, is within the appropriations limit as required pursuant to statute; and
4. Reaffirms the budgetary policies, controls, and authorizations set out in Administrative Manual Policy #2-101, Budgetary Policies and Controls; and
5. Authorizes the Auditor-Controller, in consultation with the CEO, to make any technical adjustments to contingency reserves or fund balances, to be reflected in Fiscal Year 2018-19 appropriations, as necessary to balance the budget after the posting of accruals; and
6. Authorizes the Auditor-Controller, in consultation with the CEO, to transfer money from one fund to another if the Board of Supervisors has authority over each fund, as necessary during Fiscal Year 2018-19.

Staffing Levels

The FY 2018-19 Budget includes a workforce of 2,021 full time equivalents. This includes a net decrease of three full time equivalents.

As of April 30, 2018, total vacancies were 236, or 11 percent. The CEO confers with Support Services weekly to review all requests to fill positions.

Technical and Balancing Adjustments

This element allows the Auditor-Controller to make technical adjustments necessary to balance the budget after the actual year-end postings are complete for the 2017-18 fiscal year. Occasionally these adjustments require the Auditor-Controller to transfer money between funds; such action is in accordance with Government Code section 25252. Any adjustments will be made after consultation with the CEO to ensure there is agreement as to final determinations. The Adopted Budget Resolution will allow the Auditor-Controller to reduce FY 2018-19 appropriations if adequate fund balance is not available to support the Adopted Budget.

The review and compilation of the budget may on occasion require various technical adjustments to the FY 2018-19 Adopted Budget. These adjustments are recommended by the Auditor-Controller, approved by the CEO, and communicated to the affected departments.

ALTERNATIVES

The Board conducted FY 2018-19 Budget Hearings on June 5, 2018, and directed the CEO to return with the FY 2018-19 Budget Resolution.

OTHER AGENCY INVOLVEMENT

The FY 2018-19 Budget Resolution was prepared by the County Administrative Office with the concurrence of the Auditor-Controller. The FY 2018-19 Position Allocation was prepared by the Personnel Department based on recommendations made by the County Administrative Office and as a result of action of the Board at Budget Hearings.

FINANCING

The FY 2018-19 Budget totals approximately \$448.9 million after adjustments. The total funding requirement 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. The carryover estimate is developed through a joint effort of staff in the Auditor-Controller’s Office and the County Administrative Office. The actual budget total is to be calculated by the Auditor-Controller after processing all adjustments and final determination of year-end fund balances.

The Budget takes into consideration the overall financial health of the organization as well as specific areas of interest to the Board and the public in general. It is an attempt to maximize the use of available resources to provide a wide range of service delivery, yet maintain a quality of service of which we can be proud.

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.

ATTACHMENTS:

| Description | Upload Date | Description |
|---|-------------|---|
| Resolution Approving Committed Fund Balance as of June 30, 2018 | 6/15/2018 | Resolution Approving Committed Fund Balance as of June 30, 2018 |
| Salary Resolution Reflecting FY 2018-19 Position Allocations | 6/15/2018 | Salary Resolution Reflecting FY 2018-19 Position Allocations |
| FY 2018-19 Budget Resolution | 6/15/2018 | FY 2018-19 Budget Resolution |

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING COMMITTED FUND BALANCE FOR
THE FISCAL YEAR ENDING JUNE 30, 2018**

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying the constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Board of Supervisors of the County of Shasta, State of California, adopted Policy Resolution No. 2011-02, Administrative Policy 2-104 establishing a fund balance policy for financial reporting in accordance with GASB 54; and

WHEREAS, GASB 54 requires, for financial reporting purposes, that the formal action to establish committed fund balance to a specific purpose occur before the end of the reporting period; and

WHEREAS, the Auditor-Controller has determined funds constrained to be used for a specific purpose that fall within the “Committed Fund Balance” classification:

1. Title III Emergency Response Act – County Departments \$169,523
Emergency response activities for national forests and to update wildfire protection plans as defined by the Secure Rural School Act.
2. Public Health – Emergency Medical Services Communication \$132,052
Fee ordinance established to offset costs incurred by the County of Shasta for the purpose of operating, maintaining and replacing equipment for the Shasta County Emergency Medical Services Communication system. Any monies remaining after costs offset/reconciliation will be used for future maintenance, software upgrades and replacement of the repeaters and related equipment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta establishes committed fund balance classification for those funds formally constrained to be used for a specific purpose (line items, specific purpose and amounts detailed above).

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors allows, in accordance with GASB 54, that the amount subject to the commitment may be determined in the subsequent period before financial statements are issued.

BE IT FURTHER RESOLVED that committed funds cannot be used for any other purpose unless the Shasta County Board of Supervisors takes the same action it employed to impose the commitment to remove or change the limitation.

Resolution No. 2018-

Page 2

DULY PASSED AND ADOPTED this 26th day of June, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By _____
Deputy

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

BE IT RESOLVED that effective July 8, 2018, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

| <u>Classification Title</u> | <u>No. of Positions</u> | <u>FTE</u> | <u>Unique Position Number</u> | <u>Schedule</u> | <u>Range</u> | <u>Approx. Equiv. Monthly Salary A Step</u> | <u>F Step</u> |
|---|-----------------------------|------------|---------------------------------------|-----------------|--------------|---|---------------|
| AG COMMISIONER/SEALER OF WEIGH – Cost Center 280 | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| Agric & Stds Program Assist I or | 1 | 1.0 | 1461 | UPEC | 381 | 2589 | 3304 |
| Agric & Stds Program Assist II | | | | UPEC | 391 | 2718 | 3469 |
| <u>ADD</u> | | | | | | | |
| Agric & Stds Invest I or | 1 | 1.0 | | PROF | 447 | 3607 | 4603 |
| Agric & Stds Invest II or | | | | PROF | 467 | 3976 | 5075 |
| Agric & Stds Invest III | | | | PROF | 487 | 4384 | 5595 |
| AUDITOR CONTROLLER – Cost Center 110 | | | | | | | |
| <u>FROM</u> | | | | | | | |
| Payroll Technician I – Confid or | 3 | 3.0 | 3150 | CONF | 400 | 2868 | 3660 |
| Payroll Technician II - Confid | | | 3151 | CONF | 435 | 3402 | 4341 |
| <u>TO</u> | | | | | | | |
| Accounting Technician or | 3 | 3.0 | | UPEC | 425 | 3208 | 4095 |
| Accountant Auditor I or | | | | UPEC | 438 | 3419 | 4363 |
| Accountant Auditor II | | | | UPEC | 468 | 3958 | 5051 |
| COMMUNITY ACTION AGENCY – Cost Center 590 | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Program Manager I | 1 | 1.0 | | MMBU | 520 | 5201 | 6638 |
| DA – VICTIM WITNESS – Cost Center 256 | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Victim Advocate I or | 1 | 1.0 | | UPEC | 420 | 3131 | 3996 |
| Victim Advocate II | | | | UPEC | 450 | 3625 | 4626 |

Salary Resolution

June 26, 2018

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| <u>Classification Title</u> | <u>No. of Positions</u> | <u>FTE</u> | <u>Unique Position Number</u> | <u>Schedule</u> | <u>Range</u> | <u>Approx. Equiv. Monthly Salary A Step</u> | <u>F Step</u> |
|--|-----------------------------|------------|---------------------------------------|-----------------|--------------|---|---------------|
| <u>FROM</u> | | | | | | | |
| Legal Process Clerk I or | 1 | 1.0 | 2838 | UPEC | 361 | 2348 | 2996 |
| Legal Process Clerk II | | | | UPEC | 381 | 2589 | 3304 |
| <u>TO</u> | | | | | | | |
| Claims Specialist I or | 1 | 1.0 | | UPEC | 384 | 2627 | 3352 |
| Claims Specialist II | | | | UPEC | 409 | 2968 | 3787 |
| DISTRICT ATTORNEY – Cost Center 227 | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| Staff Services Manager | 1 | 1.0 | 2297 | MMBU | 520 | 5201 | 6638 |
| <u>ADD</u> | | | | | | | |
| Chief Fiscal Officer | 1 | 1.0 | | MGMT | 551 | 5991 | 7647 |
| ELECTION ADMIN & REGISTRATION – Cost Center 140 | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Elections Technician | 1 | 1.0 | | UPEC | 432 | 3320 | 4237 |
| HEALTH SERVICES-HHSA – Cost Center 502 | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Office Assistant I or | 1 | 1.0 | | UPEC | 335 | 2068 | 2640 |
| Office Assistant II | | | | UPEC | 348 | 2203 | 2813 |
| Staff Services Analyst I or | 1 | 1.0 | | UPEC | 425 | 3208 | 4095 |
| Staff Services Analyst II | | | | UPEC | 455 | 3714 | 4740 |
| HEALTH SERVICES-MH COMBINED – Cost Center 422 | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Alcohol and Drug Counselor I or | 1 | 1.0 | | UPEC | 418 | 3101 | 3958 |
| Alcohol and Drug Counselor II | | | | UPEC | 448 | 3589 | 4581 |
| HEALTH SERVICES-MHSA – Cost Center 404 | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Peer Support Specialist | 5 | 5.0 | | UPEC | 379 | 2563 | 3271 |

Salary Resolution

June 26, 2018

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| <u>Classification Title</u> | <u>No. of Positions</u> | <u>FTE</u> | <u>Unique Position Number</u> | <u>Schedule</u> | <u>Range</u> | <u>Approx. Equiv. Monthly Salary A Step</u> | <u>F Step</u> |
|--|-----------------------------|------------|---------------------------------------|-----------------|--------------|---|---------------|
| HEALTH SERVICES-PH-CCSS – Cost Center 417 | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| Typist Clerk I or | 1 | 1.0 | 2969 | UPEC | 335 | 2068 | 2640 |
| Typist Clerk II | | | | UPEC | 348 | 2203 | 2813 |
| HOUSING & COMM ACTION PROGRAM – Cost Center 543 | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| Staff Services Manager | 1 | 1.0 | 1983 | MMBU | 520 | 5201 | 6638 |
| <u>FROM</u> | | | | | | | |
| Housing Supervisor | 1 | 1.0 | 1317 | SUPV | 474 | 3957 | 5050 |
| <u>TO</u> | | | | | | | |
| Program Manager I | 1 | 1.0 | | MMBU | 520 | 5201 | 6638 |
| INFORMATION TECHNOLOGY – Cost Center 925 | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| IT Desktop Support Assistant | 1 | 1.0 | 1563 | UPEC | 392 | 2732 | 3486 |
| <u>ADD</u> | | | | | | | |
| Agency Staff Servs Analyst I or | 1 | 1.0 | | UPEC | 425 | 3208 | 4095 |
| Agency Staff Servs Analyst II | | | | UPEC | 455 | 3714 | 4740 |
| MENTAL HEALTH – Cost Center 410 | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| Office Assistant I or | 1 | 1.0 | 3186 | UPEC | 335 | 2068 | 2640 |
| Office Assistant II | | | | UPEC | 348 | 2203 | 2813 |
| PROBATION – Cost Center 263 | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| Deputy Probation Officer I or | 2 | 2.0 | 1492 | PPOA | 433 | 3336 | 4258 |
| | | | 1501 | | | | |
| Deputy Probation Officer II | | | | PPOA | 453 | 3678 | 4695 |
| Legal Process Clerk I or | 1 | 1.0 | 2045 | UPEC | 361 | 2348 | 2996 |
| Legal Process Clerk II | | | | UPEC | 381 | 2589 | 3304 |

Salary Resolution

June 26, 2018

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| <u>Classification Title</u> | <u>No. of Positions</u> | <u>FTE</u> | <u>Unique Position Number</u> | <u>Schedule</u> | <u>Range</u> | <u>Approx. Equiv. Monthly Salary A Step</u> | <u>F Step</u> |
|--|-----------------------------|------------|---------------------------------------|-----------------|--------------|---|---------------|
| <u>PUBLIC DEFENDER – Cost Center 207</u> | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Senior Deputy Public Defender | 1 | 1.0 | | MMBU | 605 | 7874 | 10050 |
| <u>FROM</u> | | | | | | | |
| Legal Process Clerk I or | 1 | 1.0 | 2158 | UPEC | 361 | 2348 | 2996 |
| Legal Process Clerk II | | | | UPEC | 381 | 2589 | 3304 |
| <u>TO</u> | | | | | | | |
| Legal Secretary | 1 | 1.0 | | UPEC | 406 | 2925 | 3733 |
| <u>PUBLIC HEALTH – Cost Center 411</u> | | | | | | | |
| <u>DELETE</u> | | | | | | | |
| Typist Clerk I or | 1 | 1.0 | 2668 | UPEC | 335 | 2068 | 2640 |
| Typist Clerk II | | | | UPEC | 348 | 2203 | 2813 |
| <u>ADD</u> | | | | | | | |
| Public Health Assistant | 1 | 1.0 | | UPEC | 386 | 2653 | 3385 |
| Typist Clerk I or | 1 | 1.0 | | UPEC | 335 | 2068 | 2640 |
| Typist Clerk II | | | | UPEC | 348 | 2203 | 2813 |
| <u>FROM</u> | | | | | | | |
| Community Education Special I or | 1 | 1.0 | 3301 | UPEC | 472 | 4035 | 5151 |
| Community Education Special II (Sunset 9/30/2018) | | | | UPEC | 488 | 4363 | 5569 |
| <u>TO</u> | | | | | | | |
| Community Education Special I or | 1 | 1.0 | | UPEC | 472 | 4035 | 5151 |
| Community Education Special II | | | | UPEC | 488 | 4363 | 5569 |
| <u>PUBLIC WORKS-FACILITIES MGMT – Cost Center 955</u> | | | | | | | |
| <u>ADD</u> | | | | | | | |
| Custodian I or | 1 | 1.0 | | TEAM | 349 | 2214 | 2826 |
| Custodian II | | | | TEAM | 359 | 2325 | 2967 |

Salary Resolution
June 26, 2018
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| <u>Classification Title</u> | <u>No. of Positions</u> | <u>FTE</u> | <u>Unique Position Number</u> | <u>Schedule</u> | <u>Range</u> | <u>Approx. Equiv. Monthly Salary A Step</u> | <u>F Step</u> |
|--|-----------------------------|------------|---------------------------------------|-----------------|--------------|---|---------------|
| Mechanical Crafts Worker I or | 1 | 1.0 | | TEAM | 439 | 3435 | 4384 |
| Mechanical Crafts Worker II | | | | TEAM | 449 | 3607 | 4604 |
| SOCIAL SERVICES & BEN ADMIN – Cost Center 501 | | | | | | | |

DELETE

| | | | | | | | |
|-------------------------|---|-----|------|------|-----|------|------|
| Eligibility Supervisor | 1 | 1.0 | 1714 | SUPV | 455 | 3606 | 4602 |
| | | | 2703 | | | | |
| | | | 2707 | | | | |
| Eligibility Worker I or | 7 | 7.0 | 2708 | UPEC | 384 | 2627 | 3352 |
| | | | 2727 | | | | |
| Eligibility Worker II | | | 2766 | UPEC | 409 | 2968 | 3787 |
| | | | 2796 | | | | |
| | | | 3245 | | | | |
| Eligibility Worker III | 1 | 1.0 | 1068 | UPEC | 419 | 3116 | 3977 |

ADD

| | | | | | | | |
|-------------------|---|-----|--|------|-----|------|------|
| Typist Clerk I or | 1 | 1.0 | | UPEC | 335 | 2068 | 2640 |
| Typist Clerk II | | | | UPEC | 348 | 2203 | 2813 |

DULY PASSED AND ADOPTED this 26th 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

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING THE BUDGET FOR FISCAL YEAR 2018-19**

WHEREAS, in accordance with section 29064 of the California Government Code, the Board of Supervisors approved the Fiscal Year 2018-19 recommended budget by Board action, including the revisions it deemed necessary; and

WHEREAS, in accordance with section 29080 of the California Government Code, the Board of Supervisors conducted a public hearing on the Fiscal Year 2018-19 recommended budget; and

WHEREAS, in accordance with section 29092 of the California Government Code the Auditor-Controller is authorized to make any technical adjustments to contingency reserves or fund balances as necessary to balance the budget after the posting of accruals; and

WHEREAS, in accordance with section 29007 of the California Government Code there shall be a schedule in or supporting the adopted budget or separate ordinance or resolution, setting forth for each budget unit the salary rate or range for each position classification, and the total allocated positions approved by the board; and

WHEREAS, in accordance with section 25252 of the California Government Code the board of supervisors of a county by resolution may authorize the Auditor-Controller to transfer money from one fund to another if the board of supervisors has authority over each fund; and

WHEREAS, in accordance with section 29088 of the California Government Code the required deadline for adoption of the recommended budget, including any revisions of, deductions from, or increases or additions to, is no later than October 2 of each year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby adopts the Budget for Fiscal Year 2018-19, said budget comprised of the Recommended Budget as recommended by the County Executive Officer and approved by the Board of Supervisors as amended prior to Budget Hearings on record with the Clerk of the Board, with inclusion of the following:

Various technical corrections to the Recommended Budget recommended by the Auditor-Controller and approved by the CEO; and

By attachment, the Fiscal Year 2018-19 Schedule of Position Allocations by budget unit, and the County Salary Plan; and

Affirms that the budget, as adopted, is within the appropriations limit as required pursuant to statute; and

Resolution No. 2017-_____

Page 2

Reaffirms the budgetary policies, controls, and authorizations set out in *Administrative Manual Policy #2-101, Budgetary Policies and Controls*; and

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors authorizes the Auditor-Controller, in consultation with the County Executive Officer, to make any technical adjustments to contingency reserves or fund balances, to be reflected in Fiscal Year 2018-19 appropriations, as necessary to balance the budget after the posting of accruals; and

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors authorizes the Auditor-Controller, in consultation with the County Executive Officer, to transfer money from one fund to another if the Board of Supervisors has authority over each fund, as necessary during Fiscal Year 2018-19.

DULY PASSED AND ADOPTED this 26th 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 26, 2018

CATEGORY: PRESENTATIONS-3.

SUBJECT:

RECEIVE THE MENTAL HEALTH, ALCOHOL AND DRUG ADVISORY BOARD'S 2017 ANNUAL REPORT

DEPARTMENT: Presentation

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

| Vote Required? | General Fund Impact? |
|-----------------------|-----------------------------------|
| No Vote | No Additional General Fund Impact |

RECOMMENDATION

Receive the annual report on Mental Health, Alcohol and Drug Advisory Board activities from Chair Charles Menoher and Past-Chair Steve Smith.

SUMMARY

The Mental Health, Alcohol and Drug Advisory Board (MHADAB) has prepared the 2017 Annual Report for the Board of Supervisors as stipulated by MHADAB bylaws and California statute.

DISCUSSION

The MHADAB was established on December 15, 2009 by Resolution No. 2009-121 adopted by the Board of Supervisors. Three primary roles of the MHADAB are: 1) to provide mental health, alcohol and drug programs with regular community input regarding services; 2) to identify unmet community needs; and 3) to review draft Mental Health Services Act plans and annual updates, and conduct related public meetings.

Per MHADAB bylaws and California statute, the MHADAB Chair wishes to present a report on the major milestones and accomplishments of the MHADAB during its sixteenth year.

ALTERNATIVES

The Board could choose not to receive the presentation.

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the County Administrative Office. The MHADAB supports the recommendation.

FINANCING

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

ATTACHMENTS:

Description

Upload Date

Description

MHADAB 2017 Annual Report

6/14/2018

MHADAB 2017 Annual
Report



Mental Health, Alcohol and Drug Advisory Board

Annual Report 2017

Our membership

Steve Smith (chair)
Charles Menoher (vice chair)
Ronald Henninger
Kari Hess
Kerrie Hoppes
David Kehoe
Dave Kent
Sam Major
Dale Marlar
Amanda Flowers Peterson
Marvin Peterson
Sonny Stupek
Michele Wright
Carol Zetina

We said goodbye to:

Dave Kent
Leon Polk

Dear Shasta County Board of Supervisors:

The members of the Shasta County Mental Health, Alcohol and Drug Advisory Board are pleased to present our 2017 annual report to the Shasta County Board of Supervisors. In 2017, the Board recommitted ourselves to our Mission and Responsibilities. We continue to review and evaluate the community's mental health and alcohol/drug treatment needs and the services that the Shasta County Health and Human Services Agency provides.

This report reflects the Board's dedication to our responsibilities, as we took the opportunity to learn more about the many services available in our community and to participate on many committees. During the year, we heard success stories from individuals who have received services from the Health and Human Services Agency, and we also heard about challenges and barriers that the Agency experiences. By providing sound and educated direction to Shasta County's mental health, alcohol and drug programs, the Board feels proud of the work we have done in assisting HHSA in its mission.

It is our sincere hope that the 2017 Annual Report will provide a clear understanding of our intentions and direction as we continue forward in 2018.

Sincerely,

Steve Smith
Shasta County Mental Health, Alcohol and Drug Advisory Board Chair

Board Mission and Responsibilities

The mission of the Board is to inform and educate the public on alcohol, drug and mental health issues as well as to advise the Shasta County Mental Health Plan on program development, availability of services and planning efforts as established by Welfare and Institutions Code Section 5604.2. This includes the following responsibilities:

1. Review and evaluate the community's mental health, alcohol and/or drug treatment needs, services and special problems as related to the above.
2. Review performance contracts.
3. Advise the Board of Supervisors, the Shasta County Director of Mental Health Services and the County Alcohol and Drug Program Administrator to any aspect of Shasta County's mental health, alcohol and drug treatment and prevention services.
4. Ensure citizen, consumer and professional involvement in the Shasta County Mental Health Plan's delivery planning efforts.
5. Submit an annual report to the Board of Supervisors on the needs, challenges and performance of Shasta County's mental health, alcohol and drug treatment and prevention services.
6. Review, interview and make recommendations on applicants for appointment of the Director and Administrator.
7. Review and comment on Shasta County's performance outcome data and communicate its findings to the State of California Mental Health Planning Council and/or other appropriate entities.
8. Assess the impact of the realignment of services from the State of California on mental health services delivered to clients and within the Shasta County community.
9. Review draft Mental Health Services Act (Proposition 63, General Election of November 2004) plans and annual updates, make recommendations to the Director regarding the plans and updates, and make recommendations to the County Mental Health Department for revisions, as needed (per Welfare and Institutions Code Section 5848(b)).
10. Conduct public hearings on draft Mental Health Services Act plans, annual updates and other matters as appropriate.

The board also receives updates on alcohol and drug programs and services. Presentations on these services were provided throughout the year, and are included within this report.

In the following pages, we have indicated where and how we have accomplished some of these missions.

Meetings: Action Items and Presentations

January



New members: The board welcomed new members Kerrie Hoppes, Amanda Flowers Peterson and Carol Zetina.

Presentation - Health and Human Services Agency Strategic Plan and Vision 2017 (joint meeting with Public Health Advisory Board): HHSA Director Donnell Ewert and other HHSA leaders reviewed the HHSA's top 10 accomplishments in honor of its 10th anniversary. They also shared an update on goals of the past strategic plan, introduced the new three-year plan and introduced the vision for 2017. This is a rolling three-year plan, so activities will be updated annually. The 2020 vision is, "As an integrated agency, HHSA coordinates an effective system of care to reduce the rate of harmful substance use." This focus will help the Agency direct its combined resources toward one of the most critical issues facing the county today. The three strategic priorities are: Integrate programs and clients services across HHSA branches; leverage strategic partnerships; and improve business processes.

March

Recommend appointment of new member: The board recommended that the Board of Supervisors appoint Dale Marlar to fill a board vacancy.

Presentation - psychotropic medications: Health and Human Services Agency Psychiatrist Shepard Greene described how brain cells and nerve cells communicate within the human brain, and how psychotropic medications work.



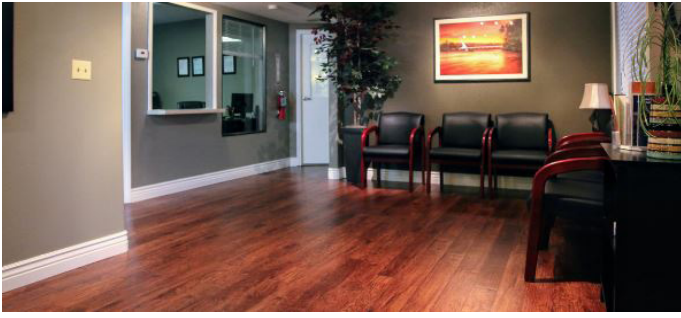
Presentation - External Quality Review Organization (EQRO) site review: Adult Services Branch Director Dean True described the site visit from an external team whose purpose is to look at how data is used to promote quality improvement activities within county mental health services. They also review and evaluate current performance improvement projects and current outcome measurements. Mr. True reviewed the strengths and opportunities that came out of this review in areas including access to care, timeliness of service, quality of care and consumer outcomes.



April (special meeting)

The Board toured Hill Country's CARE Center, which was Shasta County's Innovations project that was funded by the Mental Health Services Act. The center opened in March 2017 and provides urgent outpatient mental health services 365 days a year.

May



Presentation - Aegis Redding: Michele Saldana, Daniel Moore and Katrina Sherby of Aegis gave an overview of the new Aegis medication unit in Redding. Though it's not a full clinic, clients can receive their medication in Redding rather than having to drive down to Chico each day. Clients do still have to travel to Chico once a week for counseling appointments, and it's Aegis' desire to one day be able to provide a full clinic in Redding. Though there was some skepticism during the planning process,

this program has been effective and none of the anticipated problems have come to fruition.

Presentation - problem resolution: Health and Human Services Agency clinical program coordinator Justina Larson described the Health and Human Services Agency's problem resolution process. This included grievances, appeals and state fair hearings. Personal advocates, patients' rights advocates and managed care can help people navigate this process if they wish.

June(special meeting)

The Board toured the refresh of 2640 Breslauer Way, and Adult Services Branch Director Dean True discussed the programs that are provided there.

July

Letter to editor: The board authorized its chairman to sign a letter on MHADAB's behalf to Intermountain News regarding the publication of a comic called "Off My Meds," which the board deemed inappropriate and insensitive.

Mental Health, Alcohol and Drug Advisory Board 2016 Annual Report: Recommended this annual report for submission to the Shasta County Board of Supervisors.

Presentation - Whole Person Care: HHSA Program Manager Liz Leslie described the Whole Person Care pilot project. Its goal is to coordinate health, behavioral health and social services in a patient-centered manner to improve people's health and wellbeing through more efficient and effective use of resources. At this time, 66 people have been referred, 32 have been enrolled and 13 are pending.

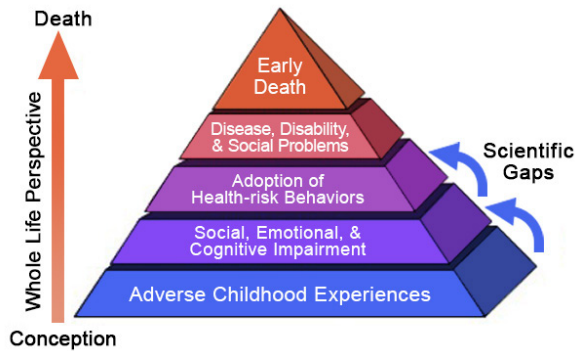
Presentation - Patients Rights Advocate: Patients Rights Advocates Jill Ward and Nicole Fisher discussed patients' rights laws and their role, which is to provide advocacy for any patient in a locked psychiatric or skilled nursing facility/special treatment program in Shasta County. They also help other clients with grievances, complaints and other concerns related to mental health services.

Mental Health Services Act Three-Year Program and Expenditure Plan: The Mental Health Services Act coordinator reviewed this plan, including the changes from last year and feedback from more than 300 stakeholders. This report will come back to MHADAB after the public comment period for their approval and recommendation.



September

Mental Health Services Act Three-Year Program and Expenditure Plan: Conducted a public hearing, asked questions and recommended that the Shasta County Board of Supervisors approve the 2017-2020 Mental Health Services Act Three-Year Program and Expenditure Plan.



Presentation - Grievance Report: Mental Health Clinician Monteca Zumalt reviewed the Annual Medi-Cal Beneficiary Grievance and Appeal Report for Fiscal Year 2016-17.

Presentation - Adverse Childhood Experiences: Health and Human Services Agency Children's Services Branch Director Dianna Wagner shared a presentation about understanding adverse childhood experiences.

November

Provider Reports: Aegis Chico Clinic Manager Michelle Saldana stated that Aegis opened April 5, 2017, and hopes to expand to a full treatment center by the summer of 2018. The medication has 110 patients and has grown from three to five staff. Visions of the Cross' Tammy Lucarelli shared that their sober living facility has 30 men, nine new houses and will soon have 17 new houses to add to the program.

Membership: Review and recommend nominees for the board. Recommended that the Shasta County Board of Supervisors reappoint Kari Hess, Charles Menoher and Marvin Peterson for three-year terms to the Board. Approved the nominating committee's recommendation for 2018 MHADAB Chair Charles Menoher and Vice Chair Kari Hess. Board was also informed that Amanda Flowers Peterson has resigned.

Presentation - Restpadd Redding and Red Bluff:

Representatives from both of these Restpadd locations provided an overview on the services they provide, their goals and their approaches to treatment. They answered numerous questions from the board.

Presentation - Regional Drug Medi-Cal Model:

Liz Leslie, program manager for Partnership HealthPlan of California, described the regional Drug Medi-Cal model. She explained what services are covered under the waiver, the role of managed care, county responsibilities and the fiscal structure.



Informational item, 2018 goal planning session: An ad hoc committee is putting together a survey for board members that will be used to craft a plan to determine goals and planning sessions for the board.

Mental Health Performance Contract, 2017-18: HHSA Director Donnell Ewert explained the contract and changes from the prior year. The board reviewed and recommended it for the Board of Supervisors' approval.

Committees

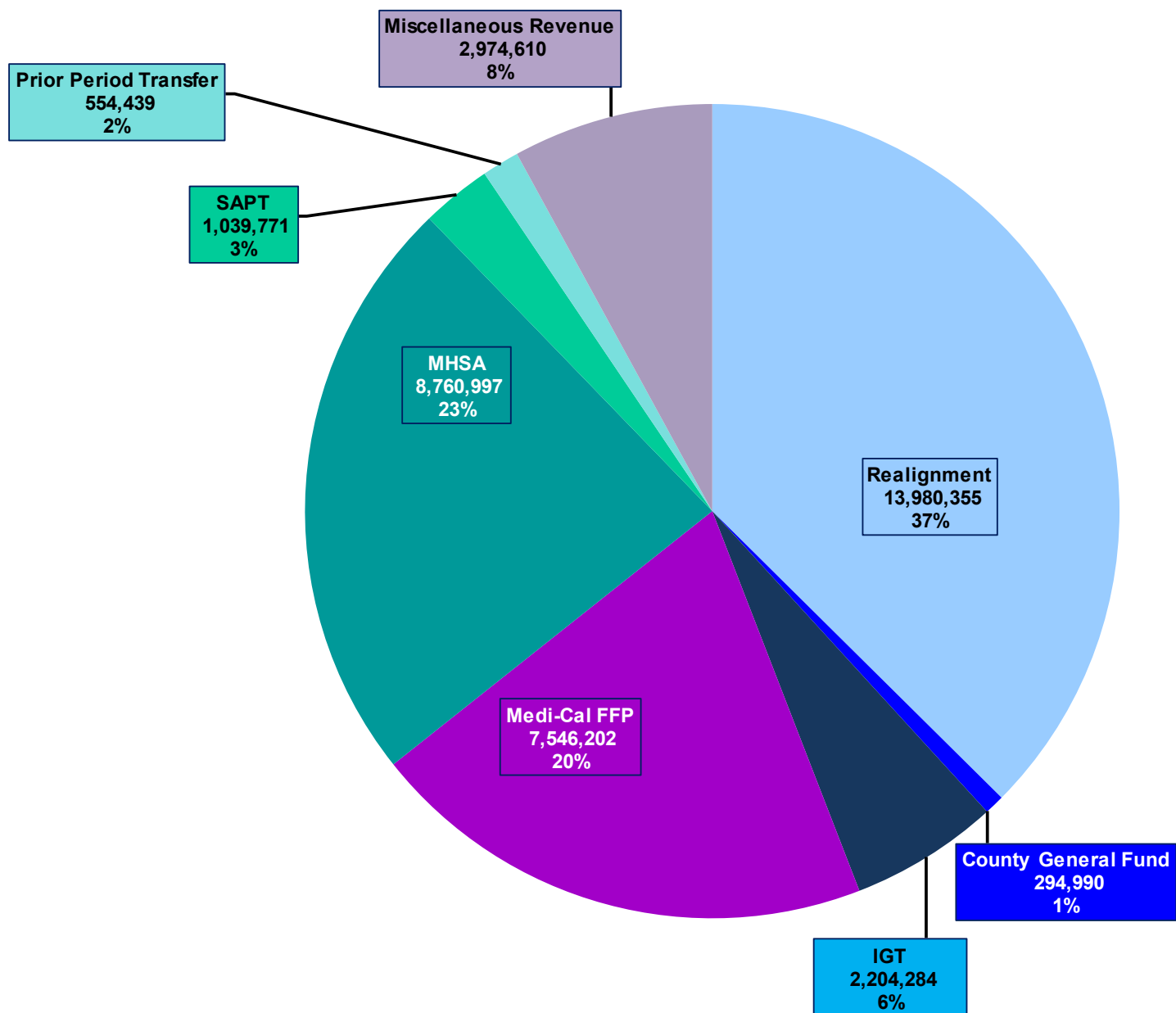
Board members serve on various community and agency committees to share input, gather information and bring that knowledge back to their fellow board members. Committees include:

- Mental Health, Alcohol and Drug Advisory Board Executive Committee
- California Association of Local Behavioral Health Boards and Commissions
- Stand Against Stigma Committee
- Mental Health Services Act Advisory Committee
- Suicide Prevention Workgroup
- Redding Area Homeless Coalition Project

Budget - Revenues

The Health and Human Services Agency receives funding for mental health and substance use treatment services from various sources. The bulk of our revenue is realignment funding, which comes from vehicle license fees and a portion of the state sales tax. The second largest piece of our revenue comes from the Mental Health Services Act, which is a tax on millionaires that was approved by voters in 2004. These dollars are designed to develop a comprehensive system of community-based mental health services and supports.

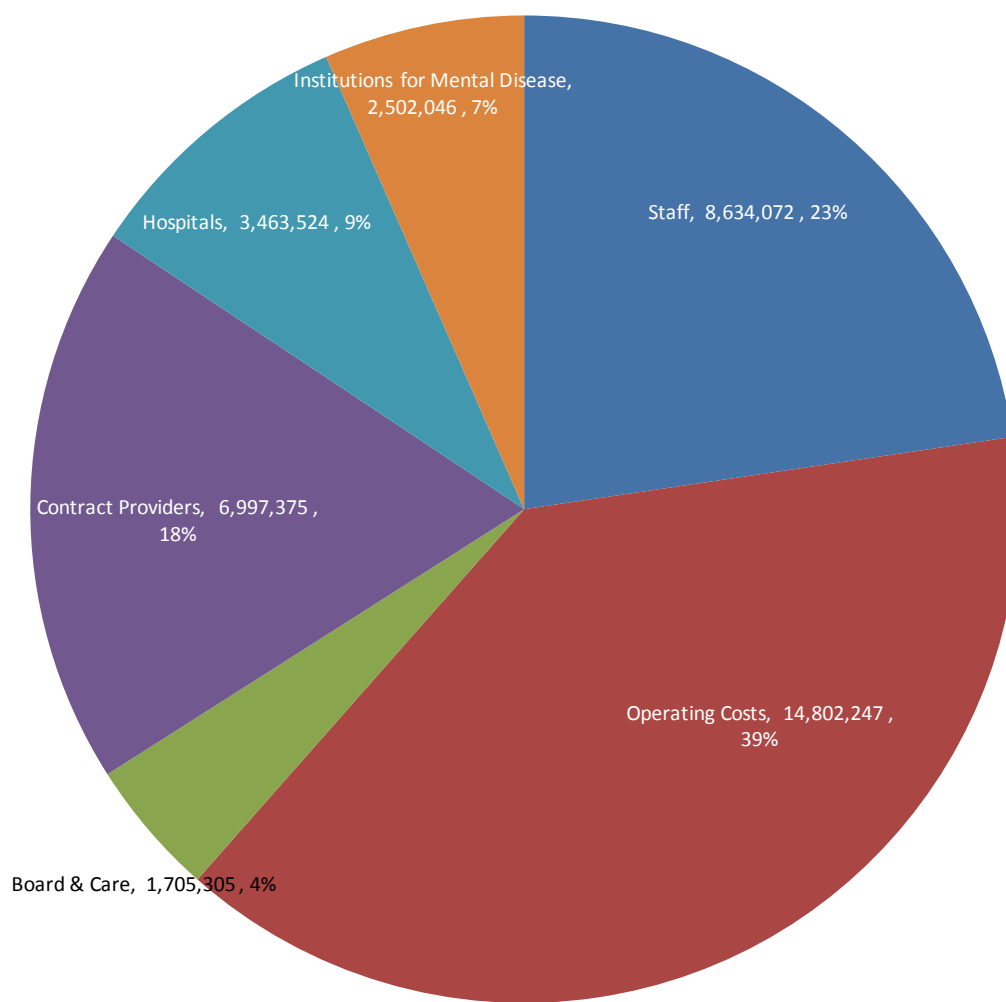
Fiscal Year 2016/2017 Revenues: \$37,355,648



Budget - Expenditures

The Health and Human Services Agency uses the majority of its funding to provide services to clients, either through our own programs or through our contracted providers. About 20 percent of funding is spent on care for Shasta County clients in psychiatric facilities, hospitals and board-and-care homes.

Fiscal Year 2016/2017 Expenditures: \$38,104,569



Summary

The Shasta County Health and Human Services Agency continues to work diligently to provide mental health and alcohol/drug treatment services in our community. We are heartened by staff's commitment to this difficult and exceptionally important work. Many of the problems we've seen in prior years continue to plague our community, including homelessness, crime, an increase in substance use, a lack of professional resources (such as psychiatrists and nurses) and inadequate funding to meet the full scope of needs. Fortunately, we've seen some great progress this year in other areas, including:

- New medication services for people struggling with addiction. Aegis' medication-only clinic has already proven very successful, they are looking to establish a full clinic this year. Naloxone is being distributed in our community, and additional drug disposal kiosks have been installed at Owens Pharmacies. A youth treatment service collaborative was started. The Health and Human Services Agency is looking to further develop its medication assisted treatment capacity, and medication-assisted treatment is looking to be increased in the jail.
- New supportive housing for people with mental illness. The Woodlands opened in Spring 2017, and this 55-unit complex includes 19 one- and two-bedroom apartments for people who qualify for Full Service Partnership services.
- The CARE Center, operated by Hill Country Community Clinic and funded by the Mental Health Services Act, is filling a significant gap for people experiencing mental health crisis. The center is already seeing three times more people than were originally anticipated, and they are being connected with needed services.

The Board remains committed to its responsibility to provide sound direction to Shasta County's mental health, alcohol and drug programs, and together, we will continue striving to ensure that Shasta County's treatment and prevention services meet the needs of our ever-changing community.

Acknowledgements

The Board would like to thank the Shasta County Board of Supervisors and David Kehoe for their support and commitment to our meetings, goals and concerns. Also, we offer a special thank you to Executive Assistant Cara Schuler for her dedication and support. Thanks to Health and Human Services Agency Director Donnell Ewert, Adult Services Branch Director Dean True and Children's Services Branch Director Dianna Wagner for their assistance. Finally, we thank all County staff for providing the help that we need as a Board to do our work.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Agreement with the Economic Development Corporation of Shasta County

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Ayla Tucker, Administrative Analyst, 530-225-5561

STAFF REPORT APPROVED BY: Ayla Tucker, Administrative Analyst

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with the Economic Development Corporation in an amount not to exceed \$58,773 to provide business expansion, retention, and recruitment services for the period July 1, 2018 through June 30, 2019.

SUMMARY

N/A

DISCUSSION

The County has contracted with the Economic Development Corporation of Shasta County (EDC) for many years. The EDC provides economic development services designed to promote the Shasta County region. Their main focus is the expansion of current business and the recruitment of new business to the area.

ALTERNATIVES

The Board could choose not to approve the agreement. This is not recommended as the EDC helps to provide for the recruitment and expansion of business in the Shasta County area.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The County Administrative Office prepared this recommendation.

FINANCING

This agreement is funded through the Economic Development Budget. Funding for this agreement has been included in the FY 2018-19 Recommended Budget. There is no additional General Fund impact with the recommended action.

ATTACHMENTS:

| Description | Upload Date | Description |
|--------------------|-------------|--------------------|
| Agreement with EDC | 6/21/2018 | Agreement with EDC |

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
THE ECONOMIC DEVELOPMENT CORPORATION OF SHASTA COUNTY FOR
THE PURPOSE OF ECONOMIC DEVELOPMENT ACTIVITIES**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("County") and the Economic Development Corporation of Shasta County ("Consultant" or "EDC"), a California corporation, for the purpose of implementing a comprehensive economic development strategic plan to improve industrial employment in Shasta County through the attraction of new industry and the expansion of existing industry.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide services to County during the term of this agreement as specified in Exhibit 1 ("Scope of Services") attached and incorporated herein.
- B. Coordinate with the County's Executive Officer or his/her designee in performing the services prescribed in this agreement.
- C. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

Consultant shall be paid at the rates provided for in Exhibit 1 in an amount not to exceed \$58,773 for the services described in this agreement as specified.

Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement. This provision shall not be construed to limit any other remedies available to County for Consultant's violation or breach of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to monthly to County an itemized statement or invoice of services rendered the previous month. Each monthly statement or invoice must be received by County no later than the 15th of the month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. To the extent necessary to effectuate full compensation to Consultant, this provision shall survive the expiration of this agreement.
- 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 5. TERM OF AGREEMENT.

This agreement shall commence on July 1, 2018 and shall end on June 30, 2019.

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 for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors or by the County's Executive Officer or his/her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments 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 Executive Officer, 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 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 insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; 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 the 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 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.
- D. 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 *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional 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 the 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, 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 the County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant 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. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by 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.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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.

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.

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 15. 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 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. 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 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: County Executive Officer

1450 Court Street, Suite 308A
Redding, CA 96001
Phone: 530-225-5561
Fax: 530-229-8238

If to Consultant: President/CEO
Economic Development Corporation of Shasta
County
4300 Caterpillar Road
Redding, CA 96003
Phone: 530-224-4920
Fax: 530-224-4921

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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.

/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:

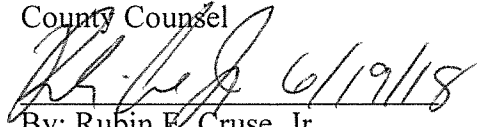
LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

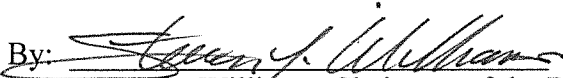
RUBIN E. CRUSE, JR
County Counsel



By: Rubin E. Cruse, Jr.
County Counsel

By:  06/20/18
James Johnson
Risk Management Analyst II

CONSULTANT

Date: 6/20/18

By: 
Steven Williams, Chairman of the Board
Economic Development Corporation of
Shasta County

By: 
David H. Scott, Secretary/Treasurer
Economic Development Corporation of
Shasta County

Tax I.D.#: 94-1417261

SCOPE OF SERVICES

| | |
|-------------------------------|------------------------|
| Executive/Professional Staff: | \$60.00/Hour |
| Support Staff: | \$23.00 - \$35.00/Hour |

Consultant's services provided pursuant to this agreement shall include, but are not limited to, the following:

1. Company Recruitment

Development of a comprehensive business attraction program which focuses on the following:

- A. Build a network of Corporate Real Estate Vice Presidents, Site Selectors and Commercial Realtors, that Consultant can leverage relationships with to find companies to market the region to.
- B. Directly Target Companies Profiled Using a Strategic Filter – Resource/Needs Alignment
- C. Maintain a contact system to feed information to the above network using:
 - Electronic contact systems supported by website information.
 - Consultant's electronic network by increasing Consultant's website, Facebook and Twitter marketing.
 - A strong connection with GoBiz, for companies looking at California, from other states and other countries. Where possible include Shasta County's Elected State Representatives in these meetings.
 - Team California as an introductory organization.
 - Industrial Asset Management Council as a networking and education opportunity.
 - Company direct prospecting visits, where feasible.
- D. Maintain Consultant's marketing focus on specific regional markets and targeted industry segments:
 - California - Cost and resource advantage
 - National – West Coast Market Access and Cost Advantage when compared to other California locations
 - Asia – US access
- E. Work with Consultant's Foreign Consulate connections to continue to build delegation visits and expand to a Shasta County outgoing trade delegation.
- F. Leverage the networks of Consultant's existing businesses to develop new prospects
- G. Local Marketing: In recognition that much of our lead creation comes from local connections, Consultant shall continue to expand its local electronic marketing to keep the community aware of the EDC and the awareness that this is a community project, including but not limited to optimizing Consultant's new website and using analytical tool sets and new technologies to better understand who is touching County's website as well as their specific areas of interest.

2. Business Expansion/Retention Program

Consultant shall continue to conduct its overall countywide Retention Program calling on businesses throughout Shasta County in the next year. Consultant shall work to support local industry expansion needs, as follows:

- A. Coordinate a menu of services available to existing businesses from Shasta County economic partners – labor, finance, technology, local government.
- B. Continue to keep in contact with and monitor manufacturers to assess regional economic change and identify needs.
- C. Maintain a directory of Manufacturers by industry.
- D. Promote North State Manufacturers/Suppliers On Line Directory as a way for manufacturers to find and connect with other manufacturers, contract manufacturers and suppliers to increase business-to-business sales in the region
- E. Maintain relationships and leverage resources with local business groups such as Chambers of Commerce, Shasta Builders Exchange, Shasta Association of Realtors and Shasta Wonderland.
- F. Develop and provide business-related trainings and workshops in conjunction with partners, based on local business needs.
- G. Work with regional Global Trade programs to connect companies with resources to develop or expand International trade opportunities
- H. Attend International Economic Development Council national conference to study what other EDC's are doing to stay competitive in business retention and attraction.
- I. Look at the possibilities of building industry clusters where key suppliers move into the area for proximity to their customers.

3. Entrepreneurial Development

Build the infrastructure for an Entrepreneurial Ecosystem in our region to create successful manufacturing and technology startups, leading to job creation, by focusing on the following:

- A. Continue to develop and refine a start-up development program by identifying support resources already available and developing resources needed.
- B. Identify and connect with entrepreneurs and start-ups by holding networking events.
- C. Connect start-ups with mentors and investors by holding pitch events.
- D. Monitor and maintain communication with local Angel Group.
- E. As Shasta Venture Hub lease expires, evaluate continuing in this location or evaluate other alternatives for supporting the growth of the startup community.
- F. Publish website landing page providing information on resources available, events.
- G. Publish and maintain start-up communication program-newsletter, Facebook.
- H. A state and national start-up attraction plan to market Shasta County as entrepreneurial-friendly.
- I. Measurement of progress - Annual event showcasing new start-ups and expansions

4. Competitive Vitality

Maintain maximum competitiveness for the Shasta County region by ensuring business has access to the resources to help them thrive. These resources include:

- A. Capital Resources: Maintain a pool of financial resources such as Small Business Administration and Revolving fund financing, local banks and entrepreneurial funds.
- B. Workforce Development: Insure that there is an adequate supply of skilled workers by coordinating local educational institutions with businesses to develop training initiatives.
 - a. Build an alliance with a Private Entity to Develop a High Velocity training program capable of filling current and emerging talent gaps, in technology and business disciplines. Encourage, include, and educate the parts of the population who would not have ready access to more formal pathways to education.
- C. Regulatory Assistance: Assist companies with all levels of government regulatory needs by maintaining strong relationships with state and federal governing offices and local jurisdiction department heads.
- D. Business and Tax Incentives: Monitor and maintain a data base of incentives and tax rebates and ensure businesses are aware of these incentives.
- E. Technology: Identify the technology infrastructure that is in place and work toward expanding that infrastructure to meet the needs of existing companies in the future.
- F. Special Projects: Invest in community projects, programs and studies that support EDC's goals including working with Public and Private sectors to bring additional sites into production, enhancing air service and assisting jurisdictions in obtaining and implementing economically based grants.

5. Priority Projects for this Calendar Year

- 1. Marketing: Continually update the website to support search engine optimization (SEO) strategies and drawing people in to our site. Better understanding the needs of our website visitors and delivering content based on their objectives. Integrate more access to commercial real estate information on Consultant's website. Regularly refine Consultant's Google "Adwords" strategy leveraging Consultant's non-profit status and the advantages offered by Google to Non-Profits.
- 2. Incubation Project: The Shasta Venture Hub will continue to provide services to the startup community, including working with emerging private sector organizations who are also supporting the entrepreneurial community. Adjusting Consultant's strategy, as required, to insure all resources and organizations focused on startups are working efficiently and collaboratively, wherever possible, with the primary focus being growth and job creation.

Assess the feasibility of developing and deploying a strategy targeting telecommuters and freelance workers from outside of the Shasta County area, to relocate, and work from the Redding Metropolitan Statistical Area.

- 3. Delegations: To work with overseas delegations, through Go-Biz, to bring at least one incoming delegation to the region and depending on budget restraints one outgoing Delegation from the region.
- 4. Live Site Inventory: Use the local Commercial Real Estate Broker network, and their access to tools such as LoopNet and others, to provide easy access to data on all properties available as may be required by prospects or to promote the development of new prospects. Build

Consultant's database on "Oppsites" or other real estate databases to provide more visibility to our commercial/industrial sites.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Claims List

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

DEPARTMENT CONTACT: Brian Muir, Auditor-Controller, (530) 225-5541

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Approve and authorize the Chairman to sign the County claims list in the amount of \$1,412.99, as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:

Description
Claims List

Upload Date
6/19/2018

Description
Claims List

| FUND/DEPT/ACCT | DEPARTMENT | PAYEE | DESCRIPTION | Amount | REASON | DEPARTMENT'S EXPLANATION |
|----------------|-----------------|---|---------------------|-------------|---|-----------------------------------|
| 41020/034310 | MENTAL HEALTH | REMI VISTA INC | 3/17 MH SERVICES | \$ 140.49 | Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval. | SEE ATTACHED MEMO FROM DEPARTMENT |
| 13000/034310 | PERSONNEL | REDDING OCCUPATIONAL MEDICAL CENTER INC | PHYSICAL EXAM | \$ 175.00 | Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval. | SEE ATTACHED MEMO FROM DEPARTMENT |
| | | | | \$ 175.00 | | |
| | | | | \$ 193.75 | | |
| | | | | \$ 103.75 | | |
| | | | | \$ 180.00 | | |
| 95002/034310 | RISK MANAGEMENT | REDDING OCCUPATIONAL MEDICAL CENTER INC | BREATH ALCOHOL TEST | \$ 30.00 | Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval. | SEE ATTACHED MEMO FROM DEPARTMENT |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 25.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| | | | | \$ 30.00 | | |
| TOTAL | | | | \$ 1,412.99 | | |

Page 53 of 596



Health and Human Services Agency

Donnell Ewert, MPH, Director

Business and Support Services

Tracy Tedder, Branch Director

1810 Market Street
Redding, CA 96001-1930

P.O. Box 496005

Redding, CA 96049-6005

Phone: (530) 229-8425

Fax: (530) 225-5555

CA Relay Service: (800) 735-2922

Inter-Office Memorandum

To: Brian Muir, Auditor Controller
From: Tracy Tedder, HHSA Branch Director
Date: June 12, 2018
Re: Board Claim for Remi Vista, Inc.

A handwritten signature in black ink, appearing to read "Tracy Tedder", is written over the "From:" line of the memorandum.

Shasta County HHSA had a contract agreement with Remi Vista, Inc. to provide services for residential treatment for Mental Health clients that expired on June 30, 2017. Supplemental invoice #4189 in the amount of \$140.49 was submitted for payment on June 18, 2017, however the invoice was not received by HHSA-Business & Support Services at that time. During an audit of services provided, it was determined that payment for these services was not previously made. Remi Vista, Inc. submitted a copy of the original invoice for payment processing. Since the invoice is now more than a year past the date that services were provided, it requires Board of Supervisors approval for payment.

Pursuant to Welfare & Institution Code section 17000, County Mental Health is statutorily responsible for responding and providing mental health services to individuals.

"Healthy people in thriving and safe communities"

www.shastahhsa.net

B862
C/17
OR6 ENC
OR6 SUM



Remi Vista, Inc.
3191 Churn Creek Road
Redding, CA 96002

Invoice No: 4189
Invoice Date: 03/31/17

Date of Submission: 6/18/2017

Billed to:
Shasta County Mental Health
Fiscal Data Services
P.O. Box 496048
Redding, CA 96049-6048
RESIDENTIAL TREATMENT SERVICES

CR003764
41020-034310
3/17 MH SVCS

Summary Invoice
March 2017

| Reporting Unit | Service Code | Description | Minutes | Rate | Amount |
|---|--------------|-----------------------------|---------|--------|----------|
| 45404 | 50 | Case Management | 0.00 | \$1.68 | \$0.00 |
| 45404 | 10 | Assessment | 0.00 | \$2.23 | \$0.00 |
| 45404 | 13 | Plan Development | 0.00 | \$2.23 | \$0.00 |
| 45404 | 30 | Individual Therapy | 63.00 | \$2.23 | \$140.49 |
| 45404 | 31 | Group | 0.00 | \$2.23 | \$0.00 |
| 45404 | 33 | Collateral | 0.00 | \$2.23 | \$0.00 |
| 45404 | 34 | Rehabilitation | 0.00 | \$2.23 | \$0.00 |
| 45404 | 35 | Rehab Group | 0.00 | \$2.23 | \$0.00 |
| 45404 | 37 | Intensive in Home Kettle A | 0.00 | \$2.23 | \$0.00 |
| 45404 | 70 | Crisis | 0.00 | \$3.21 | \$0.00 |
| 45404 | 53 | Intensive Care Coordination | 0.00 | \$1.68 | \$0.00 |
| Total Residential Treatment Counseling Services | | | 63.00 | | \$140.49 |

SCHOOL BASED TREATMENT SERVICES

| Reporting Unit | Service Code | Description | Minutes | Rate | Amount |
|--|--------------|--------------------|---------|--------|--------|
| 45404 | 50 | Case Management | 0.00 | \$1.68 | \$0.00 |
| 45404 | 10 | Assessment | 0.00 | \$2.23 | \$0.00 |
| 45404 | 13 | Plan Development | 0.00 | \$2.23 | \$0.00 |
| 45404 | 30 | Individual Therapy | 0.00 | \$2.23 | \$0.00 |
| 45404 | 31 | Group | 0.00 | \$2.23 | \$0.00 |
| 45404 | 33 | Collateral | 0.00 | \$2.23 | \$0.00 |
| 45404 | 34 | Rehabilitation | 0.00 | \$2.23 | \$0.00 |
| 45404 | 35 | Rehab Group | 0.00 | \$2.23 | \$0.00 |
| 45404 | 70 | Crisis | 0.00 | \$3.21 | \$0.00 |
| Total School Based Counseling Services | | | 0.00 | | \$0.00 |

Therapeutic Behavioral Services

| | | | | | |
|--------------------|----|-----|------|--------|--------|
| 45404 | 47 | TBS | 0.00 | \$2.23 | |
| Total TBS Services | | | 0.00 | | \$0.00 |

| | | |
|-------|-------|----------|
| TOTAL | 63.00 | \$140.49 |
|-------|-------|----------|

Remit Payment to: Remi Vista, Inc.
P.O. Box 494100
Redding, CA 96049-4100

John Tillery signing for
Angie Terhorst

Authorized by:

Angie Terhorst, MFT
District Director/Clinical Supervisor

Questions regarding billing? Please Contact Tracey at 245.5805 Thank you

Date: 4/30/18

Original invoice unavailable,
please pay from copy.

Remi Vista Inc

4/30/2018

ENTERED

MAY 17 2018

OH 682570



MEMORANDUM
DEPARTMENT OF SUPPORT SERVICES
 Angela Davis, Director of Support Services
 (530) 225-5515 Voice
 (530) 225-5345 Fax

To: Brian Muir, Auditor - ~~Controller~~
 From: Angela Davis, Director of Support Services
 Date: June 4, 2018
 Subject: Board Claims for Redding Occupational Medical Center

The County utilized Redding Occupational Medical Center (ROMC) for various medical services, including pre-employment physical examinations for potential employees, physical examinations and testing for current employees, and random drug screening, under contract CB003187, which was signed June 8, 2010 and expired on June 8, 2015.

The following invoices have been identified by ROMC as outstanding. We have no record of having received these invoices; however, we have verified the charges are valid and have not previously been paid.

Board approval is now required to pay the following invoices to Redding Occupational Medical Center, as they are older than one year:

| | | |
|----------------|---------------------------|-----------|
| 105 | \$ 85.00 | <i>BM</i> |
| 106 | \$ 175.00 | <i>BM</i> |
| 107 | \$ 175.00 | |
| 108 | \$ 175.00 | |
| 109 | \$ 193.75 | |
| 110 | \$ 103.75 | |
| 5259 | \$ 180.00 | |
| 35381 | \$ 30.00 | |
| 35376 | \$ 30.00 | |
| 35363 | \$ 30.00 | |
| 35673 | \$ 30.00 | |
| 35602 | \$ 30.00 | |
| 35599 | \$ 30.00 | |
| 35590 | \$ 30.00 | |
| 35581 | \$ 30.00 | |
| 35579 | \$ 30.00 25.00 | <i>BM</i> |
| 35861 | \$ 30.00 | |
| 35860 | \$ 30.00 | |
| 35859 | \$ 30.00 | |

| | |
|---------|-------------------------|
| ▪ 35858 | \$ 30.00 |
| ▪ 35857 | \$ 30.00 |
| ▪ 35856 | \$ 30.00 |
| <hr/> | |
| | <u>\$1532.50</u> |

logged 6/14/18
80

ROMC

Redding Occupational Medical Center

P.O. Box 99740
Emeryville, CA 94662

Phone: 530-646-4242
Fax: 530-646-4243

Invoice

| Date | Invoice # |
|-----------|-----------|
| 5/25/2011 | 105 |

| |
|--|
| Bill To |
| Shasta County Personnel 1450 Court St., #348 Redding, CA 96001 |

| |
|--------------|
| Employer |
| Public Works |

30100

| P.O. No. | Due Date |
|----------|-----------|
| | 7/11/2011 |

| Service Date | Patient Name | Description | Qty | Rate | Amount |
|---|--------------|---|-----|-------|-----------------|
| ✓ 05/12/2011 | | Shasta County Type A (Physical Exam , Grip Strength Test, Urine Collection) | 1 | 85.00 | 85.00 <i>ML</i> |
| <p><i>sent 6/9/11</i></p> <p>VEND <u>8613</u></p> <p>Invoice <u>105</u></p> <p>CC/Acct <u>13000--034837</u></p> <p>IFAS _____</p> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$85.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$85.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/25/2011 | 106 |

| |
|--|
| Bill To |
| Shasta County Personnel 1450 Court St., #348 Redding, CA 96001 |

| |
|----------|
| Employer |
| |

23500

P.O. No.

Due Date

For billing questions please call (530) 646-4242 Opt 7

7/11/2011

| Service Date | Patient Name | Description | Qty | Rate | Amount |
|--------------|--------------|---|-----|--------|--------|
| ✓ 05/12/2011 | | Shasta County Type B (Physical Exam, ✓ Audiogram, Strength & Fitness, 2 View Lumbar Spine X-Ray, Urine collection) Sent 6/9/11 VEND <u>8673</u> Invoice <u>106</u> CC/Acct <u>13000-034310</u> IFAS <u>6/4/18 SP</u> | | 175.00 | 175.00 |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___Amex ___MC ___Visa ___Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

Total \$175.00**Payments/Credits** \$0.00**Balance Due** \$175.00

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/25/2011 | 107 |

| |
|--|
| Bill To |
| Shasta County Personnel 1450 Court St., #348 Redding, CA 96001 |

| |
|----------|
| Employer |
| |

30100

P.O. No.

Due Date

For billing questions please call (530) 646-4242 Opt 7

7/11/2011

| Service Date | Patient Name | Description | Qty | Rate | Amount |
|--------------|--------------|--|-----|--------|--------|
| 05/12/2011 | | Shasta County Type B (Physical Exam, Audiogram, Strength & Fitness, 2 View Lumbar Spine X-Ray, Urine collection) Sent 6/9/11 VEND <u>8673</u> Invoice <u>107</u> CC/Acct <u>13000-034310</u> IFAS _____ | | 175.00 | 175.00 |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

Total \$175.00**Payments/Credits** \$0.00**Balance Due** \$175.00

Logged
6/4/18
SB**ROMC****Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/25/2011 | 108 |

| |
|--|
| Bill To |
| Shasta County Personnel 1450 Court St., #348 Redding, CA 96001 |

| |
|---------------|
| Employer |
| Mental Health |

| 41000 | | | | P.O. No. | Due Date |
|---|--------------|--|-----|----------|-----------|
| | | | | | 7/11/2011 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 05/13/2011 | [REDACTED] | Shasta County Type B (Physical Exam, Audiogram, Strength & Fitness, 2 View Lumbar Spine X-Ray, Urine collection) | 1 | 175.00 | 175.00 |
| <p>Sent 6/9/11</p> <p>VEND <u>8673</u></p> <p>Invoice <u>108</u></p> <p>CC/Acct <u>13000 - 034310</u></p> <p>IFAS _____</p> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|----------|
| Total | \$175.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$175.00 |

Logged 6/4/18
SB**ROMC****Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/25/2011 | 109 |

| |
|--|
| Bill To |
| Shasta County Personnel 1450 Court St., #348 Redding, CA 96001 |

| |
|----------|
| Employer |
| |

41000

| P.O. No. | Due Date |
|----------|-----------|
| | 7/11/2011 |

For billing questions please call (530) 646-4242 Opt 7

| Service Date | Patient Name | Description | Qty | Rate | Amount |
|---|--------------|--|-----|--------|--------|
| 05/13/2011 | Clark, Eric | Shasta County Type B (Physical Exam, ✓ Audiogram, Strength & Fitness, 2 View Lumbar Spine X-Ray, Urine collection) | | 175.00 | 175.00 |
| 05/13/2011 | Clark, Eric | PPD (TB Skin Test) ✓ | | 18.75 | 18.75 |
| <p>Sent 6/9/11</p> <p>VEND <u>8673</u></p> <p>Invoice <u>109</u></p> <p>CC/Acct <u>13000-034310</u></p> <p>IFAS _____</p> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|----------|
| Total | \$193.75 |
| Payments/Credits | \$0.00 |
| Balance Due | \$193.75 |

Logged 6/4/18 SB

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/25/2011 | 110 |

| |
|--|
| Bill To |
| Shasta County Personnel 1450 Court St., #348 Redding, CA 96001 |

| |
|----------|
| Employer |
| |

41000

| | | | |
|--|--|----------|-----------|
| For billing questions please call (530) 646-4242 Opt 7 | | P.O. No. | Due Date |
| | | | 7/11/2011 |

| Service Date | Patient Name | Description | Qty | Rate | Amount |
|--|---------------|---|-----|-------|--------|
| 05/13/2011 | Karla Zachary | Shasta County Type A (Physical Exam , Grip Strength Test, Urine Collection) | | 85.00 | 85.00 |
| 05/13/2011 | Karla Zachary | PPD (TB Skin Test) | | 18.75 | 18.75 |
| <p>Sent 6/19/11</p> <p>VEND <u>8473</u></p> <p>Invoice <u>110</u></p> <p>CC/Acct <u>13000 - 034310</u></p> <p>IFAS _____</p> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

☐ Amex
 ☐ MC
 ☐ Visa
 ☐ Discover
 CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|----------|
| Total | \$103.75 |
| Payments/Credits | \$0.00 |
| Balance Due | \$103.75 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 3/31/2012 | 5259 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|--|--------------|---------------------|-----|----------|-----------|
| For billing questions please call (530) 646-4242 Opt 7 | | | | | 6/11/2012 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 03/01/2012 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| 03/06/2012 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| 03/09/2012 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| 03/12/2012 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| 03/13/2012 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| 03/14/2012 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <p>Mailed on 8-22-12</p> <p>VEND _____</p> <p>Invoice _____</p> <p>CC/Acct _____</p> <p>_____</p> <p>_____</p> <p>IFAS _____</p> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|----------|
| Total | \$180.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$180.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 3/31/2015 | 35381 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|-----------------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|--|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 5/12/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 03/31/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <div style="text-align: right;"> VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|----------------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 3/31/2015 | 35376 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|--|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 5/12/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 03/26/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <div style="display: flex; justify-content: space-between;"> <div> VEND _____ _____ CC/Acct _____ _____ IFAS _____ </div> </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 3/31/2015 | 35363 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|-----------------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|--|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 5/12/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 03/24/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <div style="text-align: right;"> VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC

Redding Occupational Medical CenterP.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243

Invoice

| Date | Invoice # |
|-----------|-----------|
| 4/30/2015 | 35673 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|--|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 6/15/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 04/02/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <div style="text-align: right;"> VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 4/30/2015 | 35602 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 6/15/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 04/30/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| | | VEND _____ | | | |
| | | _____ | | | |
| | | _____ | | | |
| | | IFAS _____ | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 4/30/2015 | 35599 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 6/15/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 04/28/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <div style="display: flex; justify-content: space-between;"> <div> VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ </div> <div></div> </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 4/30/2015 | 35590 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 6/15/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 04/28/2015 | i | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 4/30/2015 | 35581 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 6/15/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 04/14/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <div style="display: flex; justify-content: space-between;"> <div> VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ </div> <div></div> </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 4/30/2015 | 35579 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|-----------------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|--|--------------|-------------------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 6/15/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 04/10/2015 | | Drug Screen - Collection ONLY | 1 | 25.00 | 25.00 |
| <div style="display: flex; justify-content: space-between;"> <div> VEND _____ Invoice _____ CC/Acct _____ _____ IFAS _____ </div> <div></div> </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$25.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$25.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/31/2015 | 35861 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 7/13/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 05/26/2015 | / | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/31/2015 | 35860 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 7/13/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 05/26/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

Redding Occupational Medical Center

Phone: 530-646-4242
Fax: 530-646-4243

| | |
|-----------|-----------|
| Date | Invoice # |
| 5/31/2015 | 35859 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| Employer |
|----------|
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 7/13/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 05/12/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| | | <p>VEND _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>IFAS _____</p> | | | |

Signature _____

| | |
|-------------------------|----------------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/31/2015 | 35858 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 7/13/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 05/07/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| | | VEND _____ | | | |
| | | Invoice _____ | | | |
| | | CC/Acct _____ | | | |
| | | _____ | | | |
| | | IFAS _____ | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/31/2015 | 35857 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 7/13/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 05/05/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| <div style="display: flex; justify-content: space-between;"> <div> VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ </div> </div> | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

ROMC**Redding Occupational Medical Center**P.O. Box 99740
Emeryville, CA 94662Phone: 530-646-4242
Fax: 530-646-4243**Invoice**

| Date | Invoice # |
|-----------|-----------|
| 5/31/2015 | 35856 |

| |
|--|
| Bill To |
| Shasta County Sheriff's Department Attention: Accounts Payable 300 Park Marina Circle Redding, CA 96001 |

| |
|----------|
| Employer |
| |

| | | | | P.O. No. | Due Date |
|---|--------------|---------------------|-----|----------|-----------|
| Please Note Effective 07/01/14 a 1.5% per month finance charge if not paid within 60 days | | | | | 7/13/2015 |
| Service Date | Patient Name | Description | Qty | Rate | Amount |
| 05/05/2015 | | Breath Alcohol Test | 1 | 30.00 | 30.00 |
| VEND _____ Invoice _____ CC/Acct _____ _____ _____ IFAS _____ | | | | | |

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____

Acct # _____ Exp date _____

Name on Card _____

Signature _____

| | |
|-------------------------|---------|
| Total | \$30.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$30.00 |

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Fiscal Year 2018-19 Appropriations Limit imposed by Article XIII-B of the State Constitution

DEPARTMENT: Auditor-Controller

Supervisory District No. : All

DEPARTMENT CONTACT: Brian Muir, Auditor-Controller (530)225-5541

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Adopt a resolution which: (1) Establishes the Shasta County appropriations limit at \$191,982,243 for Fiscal Year 2018-19; and (2) sets the annual adjustment factors used to calculate the appropriations limit: (a) the percentage change (5.05%) in local assessment roll from preceding year due to the addition of local non-residential new construction; and (b) the percentage change (0.15%) in population within the incorporated areas in Shasta County.

SUMMARY

State law requires the County to set an appropriation limit for each fiscal year. The limit is based on appropriations only from proceeds of taxes. The appropriations limit amount is changed each year by a formula that uses a combination of percent changes in the price factor and the population factor.

In November 1979, California voters approved Proposition 4, which added Article XIII B to the State Constitution. This Article establishes limits, which restrict government spending of proceeds from taxes.

In June 1990, California voters approved Proposition 111 (Senate Constitution Amendment No. 1), which increased the choices of calculation factors and broadened the definition of appropriations exempt from the limit. In addition, this Amendment requires that the County Board select the growth factors to be used in calculating the appropriations limit.

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:

| Description | | Upload Date | Description |
|---------------------|--|-------------|---------------------|
| FY 18/19 Resolution | | 6/5/2018 | FY 18/19 Resolution |
| FY 18/19 Exhibits | | 6/5/2018 | FY 18/19 Exhibits |

RESOLUTION 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-19**

WHEREAS, the people of California on November 6, 1979, added Article XIII B to the State Constitution placing various limitations on the appropriations of the State and local governments; and

WHEREAS, the State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII B; and

WHEREAS, the people of California on June 5, 1990 amended Article XIII B effective July 1, 1990; and

WHEREAS, the provisions of the amendments have been interpreted by a coalition of Statewide organizations, and the State Controller's Office have issued guidelines to recalculate the appropriations limit; and

WHEREAS, Government Code §7900-7914 provides the process in which to calculate the appropriations limit and requires counties to adopt a resolution setting the annual appropriations limit at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, the County of Shasta has complied with the provisions of Article XIII B in determining the appropriations limit for fiscal year 2018-19; and

NOW, THEREFORE, BE IT RESOLVED that the Board establish the Shasta County appropriations limit at \$191,982,243 for fiscal year 2018-19 and the annual adjustment factors used to calculate the appropriations limit shall be:

- a) The percentage change (5.05%) in local assessment rolls from preceding year due to the addition of local non-residential new construction.
- b) The percentage change (.15%) in population within the incorporated areas of Shasta County.

DULY PASSED AND ADOPTED this 26th day of June 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____
Deputy

COUNTY OF SHASTA

FY 2018-2019

APPROPRIATIONS LIMIT CALCULATION

FY 18-19 CEO RECOMMEND BUDGET:

| | | |
|----------------------|-----------|----------------------------|
| TOTAL APPROPRIATIONS | Exhibit E | \$ 392,792,108 |
| TOTAL REVENUES | Exhibit E | 357,304,672 |
| | | <u>(35,487,436) Exempt</u> |

| | | Net Proceeds | | Total Revenues |
|--|------------|-------------------------|-------------|-------------------|
| | | From Taxes | Non Tax | |
| Revenues | Exhibit E | \$ 55,270,349 | 302,034,323 | 357,304,672 |
| Provisions for new obligations | Exhibit D | 938,088 | | |
| Subtotal: | | <u>56,208,437</u> | | |
| Appropriations not subject to limit: | | | | |
| Retirement Costs | Exhibit C | (2,996,128) | | |
| Unemployment Insurance | Exhibit C | (161,980) | | |
| Qualified capital outlay projects | Exhibit C | (2,042,500) | | |
| Mandated Costs | Exhibit C | (6,765,796) | | |
| Debt Service | Exhibit C | (2,964,340) | | |
| Total Appropriations not subject to the limit: | | <u>(14,930,744)</u> | | |
| Appropriations subject to the limit | FY 2018-19 | 41,277,693 | | |
| Appropriations Limit Calculation | Exhibit B | <u>191,982,243</u> | | |
| AMOUNT OVER(UNDER) APPROPRIATIONS LIMIT | FY 2018-19 | <u>\$ (150,704,550)</u> | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

A) PRICE FACTORS

(1) Per Capita Personal Income percentage change over prior year

3.67%

(2) Percentage change in local assessment roll from preceding year due to the addition of local non-residential new construction

5.05%

Change in Price Factor

5.05%

B) POPULATION CHANGE FACTORS

(1) The change in population within Shasta County.

0.07%

| | POPULATION MINUS EXCLUSIONS | | CHANGE IN |
|--------------|-----------------------------|----------|------------|
| | 01/01/17 | 01/01/18 | POPULATION |
| County Total | 177,902 | 178,025 | 123 |

(2) The change in population within Shasta County, combined with the change in population within all counties having borders that are contiguous with Shasta County.

0.12%

| COUNTY | POPULATION MINUS EXCLUSIONS | | CHANGE IN POPULATION |
|----------|-----------------------------|----------|-------------------------|
| | 01/01/17 | 01/01/18 | |
| Lassen | 23,241 | 23,491 | 250 |
| Modoc | 9,474 | 9,524 | 50 |
| Plumas | 19,818 | 19,773 | (45) |
| Shasta | 177,902 | 178,025 | 123 |
| Siskiyou | 44,585 | 44,542 | (43) |
| Tehama | 63,774 | 63,864 | 90 |
| Trinity | 13,536 | 13,537 | 1 |
| Total | 352,330 | 352,756 | 426 |

(3) Change in population within the Incorporated Area:

0.15%

| | POPULATION MINUS EXCLUSIONS | | CHANGE IN |
|-------------------------|-----------------------------|----------|------------|
| | 01/01/17 | 01/01/18 | POPULATION |
| Anderson | 10,240 | 10,263 | 23 |
| Redding | 91,074 | 91,210 | 136 |
| Shasta Lake | 10,134 | 10,143 | 9 |
| Incorporated Area Total | 111,448 | 111,616 | 168 |

Change in Population

0.15%

Information provided by the California Department of Finance and the Shasta County Assessor-Recorder

COUNTY OF SHASTA**FY 2018-19****APPROPRIATIONS LIMIT CALCULATION****APPROPRIATION LIMIT FACTORS**

| | <u>Exhibit A</u> | | | |
|-------------------|------------------|-------|-------|--------|
| Price Factor | A) (2) | 5.05% | Ratio | 1.0505 |
| Population Factor | B) (3) | 0.15% | Ratio | 1.0015 |

GROWTH FACTOR

| | | |
|----------------------------------|---------|------------------------|
| Price Factor X Population Factor | 2018-19 | <u><u>1.052066</u></u> |
|----------------------------------|---------|------------------------|

CALCULATION OF APPROPRIATION LIMIT

| | | |
|---|---------|------------------------------|
| Appropriation Limit - Prior Fiscal Year | 2017-18 | \$ 182,481,259 |
| Growth Factor | 2018-19 | \$ 1.052066 |
| APPROPRIATION LIMIT - Current Fiscal Year | 2018-19 | <u><u>\$ 191,982,243</u></u> |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

APPROPRIATIONS NOT SUBJECT TO LIMITATION

1 RETIREMENT COSTS

| | | |
|--|----|-----------|
| Total General Ledger Acct 018307 FY 18/19 CEO Recommended Budget | \$ | 2,996,128 |
|--|----|-----------|

2 UNEMPLOYMENT INSURANCE

| | | |
|--|----|---------|
| Total General Ledger Acct 018400 FY 18/19 CEO Recommended Budget | \$ | 161,980 |
|--|----|---------|

3 QUALIFIED CAPITAL OUTLAY PROJECTS (Cost Exceeds \$100,000 useful life 10yrs+):

| | | | |
|--------------------------------|----|-----------|--|
| 1600 Court/1815 Yuba Roof-HVAC | \$ | 400,000 | |
| Sheriff ACP Modular Building | \$ | 342,500 | |
| Jail Rec Yard Improvements | \$ | 1,300,000 | |
| Total | \$ | 2,042,500 | |

4 COURT MANDATED COSTS

| | | |
|-----------------------------------|-----------|-----------|
| Public Defender - Net County Cost | 6,765,796 | |
| Total | \$ | 6,765,796 |

5 DEBT SERVICE ARISING FROM MANDATE OF COURT

| | | | |
|--|----|-----------|--|
| Debt Service | \$ | 2,964,340 | |
| Less: Court Fines Collected - | | | |
| Trial Courts | | - | |
| Total Appropriations not subject to the limit: | | | |
| Jail | | - | |
| NET DEBT SERVICE | \$ | 2,964,340 | |

| | | |
|--|----|------------|
| TOTAL APPROPRIATIONS NOT SUBJECT TO THE LIMIT: | \$ | 14,930,744 |
|--|----|------------|

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| FUND NUMBER | FUND | A | B | C IF(B<=0,0,IF(B<A,B,A)) | D A - C |
|----------------|---------------------------------|--|---|--------------------------------------|--------------------|
| | | PROVISIONS FOR OBLIGATED FUND BALANCES | ESTIMATED FUND BALANCE AVAILABLE 6-30-18 | OBLIGATED 6-30-18 FUND BALANCE | NEW OBLIGATIONS |
| 0040 | Accumulated Cap Outlay | | \$ - | - | \$ - |
| 0041 | Capital Proj Crthse Remodel | | - | - | \$ - |
| 0043 | Capital Proj Library Building | | - | - | \$ - |
| 0045 | Capital Proj Anml Shelter Admin | | - | - | \$ - |
| 0046 | Capital Proj Juvenile Hall Bldg | | - | - | \$ - |
| 0047 | Capital Proj Adult Rehab Center | | - | - | \$ - |
| 0057 | Impact Mitigation Fee | 419,200 | - | - | \$ 419,200 |
| 0060 | General | 37,275,860 | 43,541,762 | 37,275,860 | \$ - |
| 0061 | General - CMSP | - | - | - | \$ - |
| 0062 | General Capital Proj | - | - | - | \$ - |
| 0064 | Resource Management | - | - | - | \$ - |
| 0065 | Fed Forest Title III | 41,023 | 115,173 | 41,023 | \$ - |
| 0070 | Courthouse Bond | | - | - | \$ - |
| 0071 | Justice Center Bond | | - | - | \$ - |
| 0072 | Admin Center Bond | | - | - | \$ - |
| 0073 | Energy Retrofit | | - | - | \$ - |
| 0080 | Mental Health | 420,000 | - | - | \$ 420,000 |
| 0081 | Mental Health Service Act | | \$ - | - | \$ - |
| 0100 | Intermountain Fair | 8,508 | 20,039 | 8,508 | \$ - |
| 0110 | Library | | - | - | \$ - |
| 0120 | Opportunity Center | 718,557 | 1,182,274 | 718,557 | \$ - |
| 0140 | Social Services | 602,991 | 6,073,387 | 602,991 | \$ - |
| 0150 | Wildlife | 22,491 | 25,555 | 22,491 | \$ - |
| 0170 | General Reserve | 60,000 | - | - | \$ 60,000 |
| 0185 | PHA Housing Assistance | | - | - | \$ - |
| 0186 | Hsg Home IPP | | - | - | \$ - |
| 0187 | Hsg Home IPP | | - | - | \$ - |
| 0188 | Endangered Species | | - | - | \$ - |
| 0189 | Substance Abuse Crime Prev. | | - | - | \$ - |
| 0190 | Roads | | - | - | \$ - |
| 0191 | Roads - Dust Mitigation | | - | - | \$ - |
| 0192 | Child Support Services | | - | - | \$ - |
| 0193 | Shasta County Transit | | - | - | \$ - |
| 0195 | Public Safety | 38,888 | - | - | \$ 38,888 |
| 0196 | Public Health | | - | - | \$ - |
| 0197 | Housing Rehabilitation | | - | - | \$ - |
| 0851 | IHSS Public Authority | | - | - | \$ - |
| Total | | \$ 39,607,518 | \$ 50,958,190 | \$ 38,669,430 | \$ 938,088 |

Proposition 4 states that all "new" reserves are subject to the current year's appropriation limit. The above schedule eliminates all reserves which were created from fund balance. Fund balance was already subject to last year's appropriation limit. Hence, use of fund balance to create reserves should not be subject to the current year's appropriation limit. Doing so would subject the same appropriations to the limit in both years.

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E | | | |
|--|--------------------------------------|------------------------|---------------------|-----------------------|--------------------|
| | | TOTAL ALL FUNCTIONS | | | |
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | 53,052,230 | - | - | 53,052,230 |
| 2@ | Licenses & Permits | - | 4,179,107 | - | 4,179,107 |
| 3@ | Fines, Forfeitures & Penalties | - | 3,130,876 | - | 3,130,876 |
| 420000-01 | Interest | - | - | 1,080,369 | 1,080,369 |
| | Other Rev from \$ and Property | - | 492,246 | - | 492,246 |
| 5@ | Intergovernmental Revenue | 2,051,000 | 233,914,768 | - | 235,965,768 |
| 6@ | Charges for Service | - | 16,353,998 | - | 16,353,998 |
| 7@ | Miscellaneous Revenue | - | 2,739,085 | - | 2,739,085 |
| 80@ | Other Financing Sources | - | 40,306,493 | - | 40,306,493 |
| 85@ | Long Term Debt Proceeds | - | - | - | - |
| 89@ | Sale of Fixed Assets | - | 4,500 | - | 4,500 |
| | TOTAL REVENUE | 55,103,230 | 301,121,073 | 1,080,369 | 357,304,672 |
| | | 15% | 85% | | 100% |
| | Apportion "Allocable" % of revenue | 167,119 | 913,250 | (1,080,369) | |
| | | 55,270,349 | 302,034,323 | - | 357,304,672 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 345,257,554 |
| | For Contingencies | | | | 5,580,000 |
| | Other Financing Uses | | | | 41,954,554 |
| | TOTAL EXPENDITURES | | | | 392,792,108 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | 55,270,349 | | | |
| | Appropriations | 392,792,108 | | | |
| | Appropriations (Over)Under Taxes | (337,521,759) | | | |
| | Amount (Over) Taxes | | (337,521,759) | | |
| | Non Proceed Revenue | | 302,034,323 | | |
| | Revenue Excess(Under) Appropriations | | (35,487,436) | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-2 | | | |
|--|-------------------------------------|------------------------|-------------------|--------------------------|-------------------|
| | | GENERAL FUNCTION | | | |
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | 50,476,000 | | | 50,476,000 |
| 2@ | Licenses & Permits | | 650,000 | | 650,000 |
| 3@ | Fines, Forfeitures & Penalties | | 1,937,500 | | 1,937,500 |
| 420000-01 | Interest | | | 575,300 | 575,300 |
| | Other Rev from \$ and Property | | 370,300 | | 370,300 |
| 5@ | Intergovernmental Revenue | 2,051,000 | 587,158 | | 2,638,158 |
| 6@ | Charges for Service | | 3,870,025 | | 3,870,025 |
| 7@ | Miscellaneous Revenue | | 1,658,910 | | 1,658,910 |
| 80@ | Other Financing Sources | | 2,199,576 | | 2,199,576 |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | - | | - |
| | TOTAL REVENUE | 52,527,000 | 11,273,469 | 575,300 | 64,375,769 |
| | | 82% | 18% | | 100% |
| | Apportion "Allocable" % of revenue | 473,645 | 101,655 | (575,300) | |
| | | 53,000,645 | 11,375,124 | - | 64,375,769 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 13,053,242 |
| | For Contingencies | | | | 5,000,000 |
| | Other Financing Uses | | | | 37,102,746 |
| | TOTAL EXPENDITURES | | | | 55,155,988 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | 53,000,645 | | | |
| | Appropriations | 55,155,988 | | | |
| | Appropriations (Over)Under Taxes | (2,155,343) | | | |
| | Amount (Over) Taxes | | (2,155,343) | | |
| | Non Proceed Revenue | | 11,375,124 | | |
| | Revenue Excess(Under) Appropriation | | 9,219,781 | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-3 | | | |
|--|-------------------------------------|------------------------|----------------------|-----------------------|--------------------|
| | | PUBLIC PROTECTION | | | |
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | 76,230 | | | 76,230 |
| 2@ | Licenses & Permits | | 2,140,064 | | 2,140,064 |
| 3@ | Fines, Forfeitures & Penalties | | 1,170,376 | | 1,170,376 |
| 420000-01 | Interest | | | 131,025 | 131,025 |
| | Other Rev from \$ and Property | | 115,446 | | 115,446 |
| 5@ | Intergovernmental Revenue | | 38,948,462 | | 38,948,462 |
| 6@ | Charges for Service | | 6,661,590 | | 6,661,590 |
| 7@ | Miscellaneous Revenue | | 260,350 | | 260,350 |
| 80@ | Other Financing Sources | | 27,411,892 | | 27,411,892 |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | - | | - |
| | TOTAL REVENUE | 76,230 | 76,708,180 | 131,025 | 76,915,435 |
| | 0% | | 100% | | 100% |
| | Apportion "Allocable" % of revenue | 130 | 130,895 | (131,025) | |
| | | 76,360 | 76,839,075 | - | 76,915,435 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 97,745,859 |
| | For Contingencies | | | | 250,000 |
| | Other Financing Uses | | | | 2,766,261 |
| | TOTAL EXPENDITURES | | | | 100,762,120 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | 76,360 | | | |
| | Appropriations | | 100,762,120 | | |
| | Appropriations (Over)Under Taxes | | (100,685,760) | | |
| | Amount (Over) Taxes | | (100,685,760) | | |
| | Non Proceed Revenue | | 76,839,075 | | |
| | Revenue Excess(Under) Appropriation | | (23,846,685) | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-4 | | | |
|--|-------------------------------------|--------------------------|--------------------|-----------------------|-------------------|
| | | PUBLIC WAYS & FACILITIES | | | |
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | 2,500,000 | - | - | 2,500,000 |
| 2@ | Licenses & Permits | - | 40,000 | | 40,000 |
| 3@ | Fines, Forfeitures & Penalties | - | - | - | - |
| 420000-01 | Interest | | | 40,000 | 40,000 |
| | Other Rev from \$ and Property | | | | - |
| 5@ | Intergovernmental Revenue | | 16,880,186 | | 16,880,186 |
| 6@ | Charges for Service | | 625,000 | | 625,000 |
| 7@ | Miscellaneous Revenue | | - | | - |
| 80@ | Other Financing Sources | | 1,025,000 | | 1,025,000 |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | - | | - |
| | TOTAL REVENUE | 2,500,000 | 18,570,186 | 40,000 | 21,110,186 |
| | | 12% | 88% | | 100% |
| | Apportion "Allocable" % of revenue | 4,746 | 35,254 | (40,000) | |
| | | 2,504,746 | 18,605,440 | - | 21,110,186 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 22,712,958 |
| | For Contingencies | | | | 300,000 |
| | Other Financing Uses | | | | 37,389 |
| | TOTAL EXPENDITURES | | | | 23,050,347 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | 2,504,746 | | | |
| | Appropriations | <u>23,050,347</u> | | | |
| | Appropriations (Over)Under Taxes | <u>(20,545,601)</u> | | | |
| | Amount (Over) Taxes | | (20,545,601) | | |
| | Non Proceed Revenue | | <u>18,605,440</u> | | |
| | Revenue Excess(Under) Appropriation | | <u>(1,940,161)</u> | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-5 | | | |
|--|-------------------------------------|------------------------|--------------|-----------------------|------------|
| | | HEALTH & SANITATION | | | |
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | - | - | - | - |
| 2@ | Licenses & Permits | | 1,306,000 | | 1,306,000 |
| 3@ | Fines, Forfeitures & Penalties | | 23,000 | | 23,000 |
| 420000-01 | Interest | | | 256,256 | 256,256 |
| | Other Rev from \$ and Property | | 1,500 | | 1,500 |
| 5@ | Intergovernmental Revenue | | 62,953,545 | | 62,953,545 |
| 6@ | Charges for Service | | 2,130,529 | | 2,130,529 |
| 7@ | Miscellaneous Revenue | | 44,325 | | 44,325 |
| 80@ | Other Financing Sources | | 2,562,567 | | 2,562,567 |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | - | | - |
| | TOTAL REVENUE | - | 69,021,466 | 256,256 | 69,277,722 |
| | 0% | | 100% | | 100% |
| | Apportion "Allocable" % of revenue | - | 256,256 | (256,256) | |
| | | - | 69,277,722 | - | 69,277,722 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 76,358,839 |
| | For Contingencies | | | | 30,000 |
| | Other Financing Uses | | | | 2,048,158 |
| | TOTAL EXPENDITURES | | | | 78,436,997 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | - | | | |
| | Appropriations | 78,436,997 | | | |
| | Appropriations (Over)Under Taxes | (78,436,997) | | | |
| | Amount (Over) Taxes | | (78,436,997) | | |
| | Non Proceed Revenue | | 69,277,722 | | |
| | Revenue Excess(Under) Appropriation | | (9,159,275) | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-6 | | | |
|--|-------------------------------------|------------------------|---------------|-----------------------|-------------|
| | | PUBLIC ASSISTANCE | | | |
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | - | - | - | - |
| 2@ | Licenses & Permits | | 43,043 | | 43,043 |
| 3@ | Fines, Forfeitures & Penalties | | - | | - |
| 420000-01 | Interest | | | 77,788 | 77,788 |
| | Other Rev from \$ and Property | | - | | - |
| 5@ | Intergovernmental Revenue | | 114,545,417 | | 114,545,417 |
| 6@ | Charges for Service | | 3,063,484 | | 3,063,484 |
| 7@ | Miscellaneous Revenue | | 775,500 | | 775,500 |
| 80@ | Other Financing Sources | | 4,143,118 | | 4,143,118 |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | 4,500 | | 4,500 |
| | TOTAL REVENUE | - | 122,575,062 | 77,788 | 122,652,850 |
| | | 0% | 100% | | 100% |
| | Apportion "Allocable" % of revenue | - | 77,788 | (77,788) | |
| | | - | 122,652,850 | - | 122,652,850 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 130,502,762 |
| | For Contingencies | | | | - |
| | Other Financing Uses | | | | - |
| | TOTAL EXPENDITURES | | | | 130,502,762 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | - | | | |
| | Appropriations | 130,502,762 | | | |
| | Appropriations (Over)Under Taxes | (130,502,762) | | | |
| | Amount (Over) Taxes | | (130,502,762) | | |
| | Non Proceed Revenue | | 122,652,850 | | |
| | Revenue Excess(Under) Appropriation | | (7,849,912) | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-7 EDUCATION | | | |
|--|-------------------------------------|------------------------|-----------------|--------------------------|-----------|
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | - | - | - | - |
| 2@ | Licenses & Permits | | - | | - |
| 3@ | Fines, Forfeitures & Penalties | | - | | - |
| 420000-01 | Interest | | - | - | - |
| | Other Rev from \$ and Property | | - | | - |
| 5@ | Intergovernmental Revenue | | - | | - |
| 6@ | Charges for Service | | 3,020 | | 3,020 |
| 7@ | Miscellaneous Revenue | | - | | - |
| 80@ | Other Financing Sources | | - | | - |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | - | | - |
| | TOTAL REVENUE | - | 3,020 | - | 3,020 |
| | | 0% | 100% | | 100% |
| | Apportion "Allocable" % of revenue | - | - | - | - |
| | | - | 3,020 | - | 3,020 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 1,670,814 |
| | For Contingencies | | | | - |
| | Other Financing Uses | | | | - |
| | TOTAL EXPENDITURES | | | | 1,670,814 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | - | | | |
| | Appropriations | 1,670,814 | | | |
| | Appropriations (Over)Under Taxes | (1,670,814) | | | |
| | Amount (Over) Taxes | | (1,670,814) | | |
| | Non Proceed Revenue | | 3,020 | | |
| | Revenue Excess(Under) Appropriation | | (1,667,794) | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-8 RECREATION | | | |
|--|-------------------------------------|------------------------|-----------------|--------------------------|---------|
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | - | - | - | - |
| 2@ | Licenses & Permits | | - | - | - |
| 3@ | Fines, Forfeitures & Penalties | | - | - | - |
| 420000-01 | Interest | | - | - | - |
| | Other Rev from \$ and Property | | 5,000 | | 5,000 |
| 5@ | Intergovernmental Revenue | | - | | - |
| 6@ | Charges for Service | | 350 | | 350 |
| 7@ | Miscellaneous Revenue | | - | | - |
| 80@ | Other Financing Sources | | - | | - |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | - | | - |
| | TOTAL REVENUE | - | 5,350 | - | 5,350 |
| | 0% | | 100% | | 100% |
| | Apportion "Allocable" % of revenue | - | - | - | - |
| | | - | 5,350 | - | 5,350 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 248,740 |
| | For Contingencies | | | | - |
| | Other Financing Uses | | | - | - |
| | TOTAL EXPENDITURES | | | | 248,740 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | - | | | |
| | Appropriations | 248,740 | | | |
| | Appropriations (Over)Under Taxes | (248,740) | | | |
| | Amount (Over) Taxes | | (248,740) | | |
| | Non Proceed Revenue | | 5,350 | | |
| | Revenue Excess(Under) Appropriation | | (243,390) | | |

COUNTY OF SHASTA

FY 2018-19

APPROPRIATIONS LIMIT CALCULATION

| | | E-9 | | | |
|--|-------------------------------------|------------------------|--------------|-----------------------|-----------|
| | | DEBT SERVICE | | | |
| | | PER PRELIMINARY BUDGET | | | |
| ACCT # | ACCOUNT TITLE | Proceeds of Taxes | Non Proceeds | Allocable Invest Earn | TOTAL |
| FINANCING SOURCES | | | | | |
| 1@ | Taxes | - | - | - | - |
| 2@ | Licenses & Permits | | - | - | - |
| 3@ | Fines, Forfeitures & Penalties | | - | - | - |
| 420000-01 | Interest | | | - | - |
| | Other Rev from \$ and Property | | - | | - |
| 5@ | Intergovernmental Revenue | | - | | - |
| 6@ | Charges for Service | | - | | - |
| 7@ | Miscellaneous Revenue | | - | | - |
| 80@ | Other Financing Sources | | 2,964,340 | | 2,964,340 |
| 85@ | Long Term Debt Proceeds | | - | | - |
| 89@ | Sale of Fixed Assets | | - | | - |
| | TOTAL REVENUE | - | 2,964,340 | - | 2,964,340 |
| | | 0% | 100% | | 100% |
| | Apportion "Allocable" % of revenue | - | - | - | - |
| | | - | 2,964,340 | - | 2,964,340 |
| APPROPRIATIONS | | | | | |
| | General Use | | | | 2,964,340 |
| | For Contingencies | | | | - |
| | Other Financing Uses | | | | - |
| | TOTAL EXPENDITURES | | | | 2,964,340 |
| NON PROCEED REVENUE IN EXCESS OF COST | | | | | |
| | Proceeds of Taxes | - | | | |
| | Appropriations | 2,964,340 | | | |
| | Appropriations (Over)Under Taxes | (2,964,340) | | | |
| | Amount (Over) Taxes | | (2,964,340) | | |
| | Non Proceed Revenue | | 2,964,340 | | |
| | Revenue Excess(Under) Appropriation | | - | | |

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Designate appointee to review less than three-acre timberland conversion exemption applications.

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 designates the Director of Resource Management the authority to review less than three-acre timberland conversion exemption applications submitted to the California Department of Forestry and Fire Protection.

SUMMARY

N/A

DISCUSSION

The California Board of Forestry and Fire Protection (CAL FIRE) enforces laws which regulate logging on privately-owned lands in California under the rules of the Forest Practice Act of 1973 and other regulations. The conversion of timberland to a use other than growing timber requires CAL FIRE to approve a Timberland Conversion Permit. Public Resources Code Section 4621 contains a provision which allows for a one-time conversion exemption which permits up to three acres of forested land be converted to a bona fide land use other than growing timber, such as a home site or an agricultural use.

As such land conversion activities can result in impacts to the environment, public safety, and county operations, CAL FIRE has requested that County Boards of Supervisors consider the appointment of an authorized designee to review less than three-acre timberland conversion exemption applications submitted to CAL FIRE.

Title 14 of the California Code of Regulations, Section 1104.1(a)(1)(D) provides for county participation in land use decision-making by allowing county Boards of Supervisors to appoint an authorized designee to review less than three-acre timberland conversion exemption applications. This enhances the consideration of county regulatory requirements in the application review process. County participation in the review of conversion exemption applications gives the County the opportunity to determine that the proposed timberland conversion is in conformance with all County regulatory requirements through the incorporation of a signed and dated statement, from an authorized designee of the County Board of Supervisors, that the

conversion is in conformance with all county regulatory requirements, including county public notice requirements.

Shasta County does not currently have such a designee. California Code of Regulations Title 14 Section 1104.1 (a)(1)(D) states: “When counties do not have an authorized designee, the RPF [Registered Professional Forester] shall certify that the county has been contacted and the conversion is in conformance with county regulatory requirements...” CAL FIRE has expressed challenges with ensuring conformance to regulatory requirements as these can vary greatly from county to county and has indicated a desire to work in cooperation with local entities. To this end, CAL FIRE has requested the Board of Supervisors take advantage of this opportunity to have closer review of less than three-acre timberland conversion exemptions by appointing an authorized designee pursuant to Title 14 of the California Code of Regulations, Section 1104.1.

This appointment would afford the County increased control over land use in the Board of Supervisors’ jurisdiction. If appointed, the Director of Resource Management would be authorized to review applications which would afford the County an increased opportunity to ensure land uses conform to County regulatory requirements and rules, to verify that project applicants have demonstrated a bona fide intent to convert land to a use other than growing timber, and are not otherwise in violation of County requirements.

ALTERNATIVES

The Board could decline to designate an appointee, which would mean that review would continue to fall with an RPF and project applicants may proceed with conversion so long as the County has been notified.

OTHER AGENCY INVOLVEMENT

The California Board of Forestry and Fire Protection has requested that the Board appoint a designee. County Counsel has approved the Resolution as to form.

FINANCING

There is no additional general fund impact associated with the recommendation.

ATTACHMENTS:

| Description | Upload Date | Description |
|-----------------------------|-------------|-----------------------------|
| Appoint Designee Resolution | 6/15/2018 | Appoint Designee Resolution |
| 9/1/17 Correspondence | 6/15/2018 | 9/1/17 Correspondence |
| 6/1/18 Correspondence | 6/15/2018 | 6/1/18 Correspondence |

DRAFT

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA DESIGNATING THE DIRECTOR OF RESOURCE
MANAGEMENT TO REVIEW LESS THAN THREE ACRE CONVERSION
EXEMPTION APPLICATIONS RECEIVED FROM THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

WHEREAS, the California Department of Forestry and Fire Protection (hereinafter referred to as CALFIRE) enforces the laws that regulate logging on privately-owned lands in California under the rules of the Forest Practice Act (FPA) of 1973 and other duly adopted regulations; and

WHEREAS, within these rules and regulations is a provision that allows, upon approved application submitted to CAL FIRE, a one-time conversion exemption of less than three acres of forested land to be converted to another bona fide land use, such as a home site or an agricultural use or other authorized use; and

WHEREAS, CALFIRE acknowledges the importance of county participation in reviewing the conversion exemption applications to ensure that the County has the opportunity, through an authorized representative, to verify that applicants demonstrate a bona fide intent to convert land to a use other than growing timber that conforms with all County regulatory requirements; and

WHEREAS, in order for a county to take advantage of this review opportunity the Board of Supervisors must appoint a designee to review conversion exemption applications and should a county not do so, it may relinquish this review opportunity; and

WHEREAS, the Shasta County Board of Supervisors has duly considered this issue and has determined that it is in the County's best interest to appoint and authorize a designee to review less than three-acre conversion exemption applications.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta does hereby designate and authorize the Director of the Shasta County Resource Management Department, or his/her assigns, to review, comment on, and make determinations that respective proposed timberland conversions are in conformance with all County regulatory requirements; provide signed and dated statements, when appropriate, that the conversion is in conformance with all County regulatory requirements, including county public notice requirements; and take all other related actions pertaining with respect to less than three-acre conversion exemption applications submitted by CALFIRE as may be reasonably necessary.

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

AYES:

DRAFT

Resolution No. 2018-_____

Page 2 of 2

NOES:

ABSENT:

ABSTAIN:

RECUSE:

[CHAIRMAN'S NAME], CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

SEP 12 2017

STATE OF CALIFORNIA —THE NATURAL RESOURCES AGENCY

Edmund G. Brown, Jr., Governor

BOARD OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 Website: www.bof.fire.ca.gov
 (916) 653-8007

RECEIVED

SEP 12 2017

CLERK OF THE BOARD



August 23, 2017

RE: Request to County Board of Supervisors to Appoint Authorized Designee to Review Less Than 3 Acre Conversion Exemptions

Dear County Board of Supervisors,

The issue of conversion of timberland for the purposes of cannabis cultivation has been surfacing in the forum of the Board of Forestry and Fire Protection (Board) over the course of the last several years. In October of 2013, the Board organized a symposium on cannabis, and in September of 2016 the Board held a special workshop to investigate the potential environmental and public safety impacts of cannabis cultivation and Less Than 3 Acre Conversion Exemptions (Exemption). CAL FIRE has responded to these concerns with education of timberland owners, Registered Professional Foresters (RPF) and Licensed Timber Operators (LTOs) to prevent illegal conversions and enforcement to gain compliance where violations have been identified. However, the lack of county appointed authorized designees to review Exemptions was identified as an integral component of Exemption review that may be underutilized, consequently minimizing the opportunity to reduce the impacts listed later in this letter.

The conversion of timberland¹ to a use other than growing timber requires, prior to conversion, a Timberland Conversion Permit (or its equivalent) to be approved by CAL FIRE² or, if eligible, a Less Than 3 Acre Conversion Exemption (Exemption) to be accepted by CAL FIRE³.

The Board strives to cooperate with local, federal, and other state entities. In this context, the Board, pursuant to section (§) 1104.1(a)(1)(D) of title 14 of the California Code of Regulations (14 CCR), acknowledges the importance of county participation in land use decision making by giving the county the opportunity to determine that the proposed timberland conversion is in conformance with all county regulatory requirements through the incorporation of a signed and dated statement from an authorized designee of the County Board of Supervisors. When a county does not have an authorized designee, the county relinquishes this opportunity and it falls to the RPF preparing the Exemption to certify that the county has been contacted and the conversion is in conformance with county regulatory requirements. RPFs have communicated that this determination has been challenging because they may work in multiple counties, each of which may have different regulatory requirements.

Consequently, the Board encourages County Boards of Supervisors, if they have not already done so, to appoint an authorized designee to ensure land uses conform to county regulatory requirements. Recently chaptered laws⁴ regarding medical and recreational cannabis cultivation, as well as comments received by the Board in respect to cannabis cultivation, has motivated the Board to reach out to counties to convey that local jurisdictions, under existing Board regulations, have the opportunity to appoint an authorized designee. An authorized designee provides counties with the opportunity to verify that project applicants have demonstrated a bona fide intent to convert land to a use other than growing timber⁵ that conforms with county requirements.

COMMUNICATIONS DISTRIBUTION
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¹ Appendix 1. Definition of Timberland pursuant to PRC § 4526. See also the definition for Timberland pursuant to PRC § 4527.

² Appendix 2. Description of the application for conversion, pursuant to PRC §§ 4621, 4621.2 and 4622 and 14 CCR §§ 1100-1104, and CAL FIRE contact information.

³ Appendix 3. Description of the Less Than 3 Acre Conversion Exemption pursuant to PRC § 4584(g), 14 CCR § 1104.1, summary, form, and CAL FIRE contact information.

⁴ Appendix 4. Medical marijuana statute referencing the Board; Health and Safety Code (HSC) § 11362.769.

⁵ Appendix 5. Regulatory requirements regarding intent to convert land to a use other than growing timber pursuant to PRC § 4623 and 14 CCR §§ 1100(b), 1104.1(a)(1)(E)(2.), 1104.1(a)(6) and 1105.2.

The primary issues that have been raised, related to cannabis cultivation on timberland or lands converted from timber production, have been environmental impacts and threats to public safety. There has been an exponential increase in number and size of grow operations, thereby escalating the potential environmental impact and threat to public safety.

Potential individual and cumulative environmental impacts have been alleged to be severe and pervasive in localized areas. Evidence indicates that these impacts may include:

- Water diversions and water storage that cause environmental damage.
- Water diversions that decrease summer base flows and impact downstream water users.
- Erosion and sedimentation from extended and increased use of seasonal roads that heighten stress on aquatic species.
- Habitat loss and habitat fragmentation and inappropriate use of fertilizers and pesticides that impact sensitive species.
- Improper storage of fertilizers, pesticides, oil, diesel and gasoline that cause environmental damage.
- Improper soil stabilization that cause sediment to enter watercourses that degrade water quality and impact fish habitat.
- Deficient slash cleanup that increase the risk of catastrophic wildfire.
- Removal of trees that cause unmitigated impacts to long term carbon dioxide storage.
- *Light pollution that impact biological and visual resources.*
- Conflicting landowner objectives that impact the manageability on adjacent timberland.

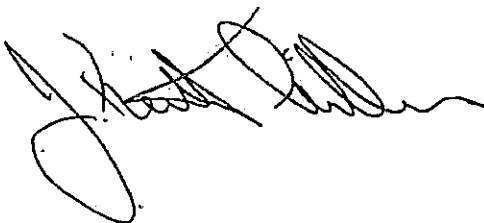
Potential public safety threats may include:

- Violence, associated with crop protection, that result in fatalities and serious injury.
- Inappropriate use of fertilizers and pesticides that impact the quality of domestic water.
- Accumulations of human waste and garbage that create a public health hazard.
- Improper fire clearance, substandard wiring and outdoor refuse burning, associated with grow encampments, that increase the risk of catastrophic wildfire.

While the Board is charged with the regulation of timber operations on timberland, which informs their approach to land use conversion and the use of an authorized designee in the conversion process, the Board appreciates the challenges counties face regarding land use. This request letter is focused on appointing a county authorized designee due to the increase in land conversion activities because of cannabis cultivation. However, since all land conversion activities (e.g. subdivision, single home, other agricultural, or industrial uses) can influence county operations, appointment of an authorized designee will ensure that the county is aware of all proposed timberland conversion activities, that timberland conversions conform with all applicable county regulatory requirements, and ultimately provide an effective mechanism for counties to increase control over land use within their jurisdiction.

If you have any questions or comments regarding this letter, please contact the Board's Executive Officer, Matt Dias at matt.dias@bof.ca.gov or 916-653-8007.

Sincerely,



J. KEITH GILLES
Chair, California Board of Forestry and Fire Protection

Enclosures (Appendixes 1-5)

cc: County Board of Supervisors Administrator and County Planning Administrator

Appendix 1. Definition of Timberland and Timber Operations pursuant to PRC §§ 4526 and 4527.

PRC § 4526.

"Timberland" means land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the board on a district basis.

PRC § 4527.

(a)

(1) "Timber operations" means the cutting or removal, or both, of timber or other solid wood forest products, including Christmas trees, from timberlands for commercial purposes, together with all the incidental work, including, but not limited to, construction and maintenance of roads, fuelbreaks, firebreaks, stream crossings, landings, skid trails, and beds for the falling of trees, fire hazard abatement, and site preparation that involves disturbance of soil or burning of vegetation following timber harvesting activities, but excluding preparatory work such as treemarking, surveying, or roadflagging.

(2) "Commercial purposes" includes (A) the cutting or removal of trees that are processed into logs, lumber, or other wood products and offered for sale, barter, exchange, or trade, or (B) the cutting or removal of trees or other forest products during the conversion of timberlands to land uses other than the growing of timber that are subject to Section 4621, including, but not limited to, residential or commercial developments, production of other agricultural crops, recreational developments, ski developments, water development projects, and transportation projects.

(b) For purposes of this section, the removal of trees less than 16 inches in diameter at breast height from a firebreak or fuelbreak does not constitute "timber operations" if the removal meets all of the following criteria:

(1) It is located within 500 feet of the boundary of an urban wildland interface community at high risk of wildfire, as defined in pages 751 to 776, inclusive, of Volume 66 of the Federal Register (66 FR 751-02), as that definition may be amended from time to time. For purposes of this paragraph, "urban wildland interface community at high risk of wildfire" means an area having one or more structures for every five acres.

(2) It is part of a community wildfire protection plan approved by the department or part of a department fire plan.

(3) The trees to be removed will not be processed into logs or lumber.

(4) The work to be conducted is under a firebreak or fuelbreak project that has been subject to a project-based review pursuant to a negative declaration, mitigated negative declaration, or environmental impact report in compliance with the California Environmental Quality Act (Division 13 (commencing with Section 21000)). For projects to be conducted on forested landscapes, as defined in Section 754, the project and the project-based review shall be prepared by or in consultation with a registered professional forester.

(5) The removal of surface and ladder fuels is consistent with paragraph (9) of subdivision (j) of Section 4584.

Appendix 2. Description of the application for conversion pursuant to PRC §§ 4621, 4621.2 and 4622 and 14 CCR §§ 1100 to 1104.

PRC § 4621.

(a) A person who owns timberlands that are to be devoted to uses other than the growing of timber shall file an application for conversion with the board. The board shall, by regulation, prescribe the procedures for, and the form and content of, the application. An application for a timberland conversion permit shall be accompanied by an application fee, payable to the department, in an amount determined by the board pursuant to subdivision (b).

(b) The board shall establish, by regulation, a system of graduated timberland conversion permit fees to finance the cost of administering this article.

(c) For purposes of this section, "growing of timber" shall include restoration and conservation forest management activities, which may include the removal of commercial species, if necessary to achieve specific forest health and ecological goals, including the restoration and conservation of oak woodlands, grasslands, wet meadows, and other ecologically important or unique habitats, that are not conducted in conjunction with the cutting or removal of trees or other forest products during the conversion of timberlands for other uses, including, but not limited to, residential or commercial developments, production of other agricultural crops, recreational developments, ski developments, water development projects, and transportation projects.

PRC § 4621.2.

(a) If the timberlands which are to be devoted to uses other than the growing of timber are zoned as timberland production zones under Section 51112 or 51113 of the Government Code, the application shall specify the proposed alternate use and shall include information the board determines necessary to evaluate the proposed alternate use. The board shall approve the application for conversion only if the board makes written findings that all of the following exist:

(1) The conversion would be in the public interest.

(2) The conversion would not have a substantial and unmitigated adverse effect upon the continued timber-growing use or open-space use of other land zoned as timberland preserve and situated within one mile of the exterior boundary of the land upon which immediate rezoning is proposed.

(3) The soils, slopes, and watershed conditions would be suitable for the uses proposed if the conversion were approved.

(b) The existence of an opportunity for an alternative use of the land shall not alone be sufficient reason for conditionally approving an application for conversion. Conversion shall be considered only if there is no proximate and suitable land which is not zoned as timberland production for the alternate use not permitted within a timberland production zone.

(c) The uneconomic character of the existing use shall not be sufficient reason for the conditional approval of conversion. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable timber-growing use to which the land may be put.

(d) In the event that the board delegates its responsibilities under this section to the director pursuant to Section 4627, the director shall make the written findings required by subdivision (a). In the event that the director denies a conversion, the applicant may request a hearing before the board within 15 days of the denial. The hearing shall be scheduled within 60 days from the filing of the appeal.

PRC § 4622.

Approval of an application for conversion shall be conditioned upon the granting of the necessary rezoning or use permit if rezoning or a use permit is required. Except as provided in Section 4584, all timber shall be cut pursuant to an approved conversion pursuant to Section 4581, excluding requirements for stocking and methods of silviculture, except that the timber harvesting plan required by that section need not be prepared by a registered professional forester, and no timber operations shall commence until the granting of such rezoning or use permit as may be required and until the timberland conversion permit is recorded in the county recorder's office in each county wherein the timberland to be converted is located.

14 CCR § 1100. Definitions.

The following are definitions of words and terms as used in this article:

(a) "Alternate Use" or "Alternative Use" means a proposed land use that is not a compatible use within a timberland production zone. (Reference: Section 51134(b), Government Code.)

(b) "Bona Fide Intention" or "bona fide intent" means a present, sincere intention of the applicant to conform with and successfully execute the conversion plan, as determined by the Director in accordance with provisions of Section 1105.2. (Reference: Section 4623, Public Resources Code.)

(c) "Coastal Commercial Timberlands" means timberland as defined in PRC § 4526, for those lands which lie within the coastal zone and outside a timberland production zone. (Reference: Sections 4526 and 30243, Public Resources Code.)

(d) "Coastal Zone" means those lands defined in PRC § 30103. (Reference: Section 30103, Public Resources Code.)

(e) "Compatible Use" means compatible use as defined in Gov. C. 51104(h) and 51201(e), as made specific by county or city ordinance adopted pursuant thereto. (Reference: Sections 51104(h) and 51201(e), Government Code.)

(f) "Contiguous" means two or more parcels of land that are adjoining or neighboring or are sufficiently near to each other, as determined by the County Board of Supervisors or City Council, that they are manageable as a single forest unit.

(Reference: Section 51104(b), Government Code.)

(g) "Timberland Conversion" means:

(1) Within non-TPZ timberland, transforming timberland to a nontimber growing use through timber operations where:

(A) Future timber harvests will be prevented or infeasible because of land occupancy and activities thereon; or

(B) Stocking requirements of the applicable district forest practice rules will not be met within five years after completion of timber operations; or

(C) There is a clear intent to divide timberland into ownerships of less than three acres (1.214 ha.).

(2) Within TPZ lands, the immediate rezoning of TPZ lands, whether timber operations are involved or not, except as exempt from a timberland conversion permit under 14 CCR § 1104.1.

(h) "Conversion Permit" means the timberland conversion permit, issued by the Director or the Board upon appeal, approving the application for timberland conversion and authorizing a conversion of timberland to use or uses other than the growing of timber. (Reference: Sections 4622, 4624, 4624.5 and 4625, Public Resources Code.)

(i) "Government Agency" means the State or any department, agency, or public body thereof, a city or county, public corporation, municipal corporation, or public district. (Reference: Sections 21062 and 21063, Public Resources Code.)

(j) "Immediate Rezoning" means a change in zoning for land use by the appropriate county or city having jurisdiction of an area within a TPZ to allow an alternative use pursuant to Article 4 (commencing with Section 51130) of Chapter 6.7, Part 1, Division 1, Title 5 of the Government Code. (Reference: Section 4526, Public Resources Code; Section 51130, Government Code.)

(k) "Land Parcel" means a piece of land under one ownership where no part is completely separated from any other part by a different fee ownership.

(l) "Parcel" means parcel as defined in Section 51104(i) of the Government Code.

(m) "Timberland" means timberland as defined in PRC § 4526, for land outside a timberland production zone.

"Timberland" means timberland as defined in Gov. C. 51104(f), for land within a timberland production zone. (Reference: Section 4526, Public Resources Code; Section 51104(f), Government Code.)

(n) "Timberland Production Zone" or "TPZ" means timberland production zone as defined in Gov. C. 51104(g).

(Reference: Section 51104(g), Government Code.)

14 CCR § 1101. Purpose.

The purpose of these regulations is to interpret and make specific certain provisions of the Z'berg-Nejedly Forest Practice Act of 1973, contained in Chapter 8 (commencing with Section 4511) of Part 2, Division 4 of the Public Resources Code; the Environmental Quality Act of 1970, contained in Division 13 (commencing with Section 21000) of the Public Resources Code; portions of the Z'berg-Warren-Keene-Collier Forest Taxation Reform Act of 1976 (Chapter 176, California Statutes of 1976), contained in Chapter 67 (commencing with Section 51100) or Part 1, Division 1, Title 5 of the Government Code; the California Coastal Act of 1976, contained in Division 20 (commencing with Section 30000) of the Public Resources Code; and the Public Records Act, contained in Chapter 3.5 (commencing with Section 6250) of Division 7, Title 1 of the Government Code. These regulations pertain to the conversion of certain timber-growing lands to a use or uses other than the growing of timber.

14 CCR § 1102. Authority Delegated to Director.

The Board delegates its authority and responsibilities to the Director for administration of Article 9 (commencing with Section 4621) of Chapter 8, Part 2, Division 4 of the Public Resources Code, and Article 4 (commencing with Section 51130) of Chapter 6.7, Part 1, Division 1, Title 5 of the Government Code, and the administrative regulations adopted pursuant to each of the above cited authorities, except that all hearings thereunder shall be before the Board.

14 CCR § 1103. Conversion of Timberland.

Any person, firm, corporation, company, partnership or government agency owning timberland for which the timberland owner proposes conversion as defined in Section 1102 shall apply to the Director on a form prescribed by him for issuance of a Timberland Conversion Permit.

Note: Authority cited: Sections 4621 and 4627, Public Resources Code. Reference: Section 4621, Public Resources

14 CCR § 1103.1. Prohibited Activity.

(a) No timber operations or other conversion activities shall be conducted on timberland which is proposed to be converted to a use other than the growing of timber unless a conversion permit has been issued by the Director or the Board upon appeal and the permit has been recorded in compliance with 14 CCR 1107.4(a).

(b) No timber operations shall be conducted on timberland for which a conversion permit has been issued until a Timber Harvesting Plan has been filed with, and found in conformance by, the Director in accordance with Article 7 (commencing

with Section 4581) of Chapter 8, Part 2, Division 4 of the Public Resources Code and the rules and regulations of the Board issued pursuant thereto.

(c) The timberland owner shall provide each timber operator copies of both the recorded conversion permit, and recorded amendments thereto, and the approved Timber Harvesting Plan. Copies of said documents shall be conveniently available for inspection at all times during timber operations conducted pursuant to said conversion permit.

14 CCR § 1103.2. Public Records.

All applications, forms, documents, correspondence, maps, photographs, and other materials submitted to the Director or Board relating to an application for conversion are public records pursuant to the provisions of the Public Records Act, contained in Chapter 3.5 (commencing with Section 6250) of Division 7, Title 1 of the Government Code.

14 CCR § 1104. Operations Requiring Conversion Permit.

Except as exempted by Sections 1104.1 and 1104.2 of this article a timberland conversion permit issued by the Director is required for conversion of timberland as defined in Section 1100. Issuance of the Timberland Conversion Permit to the timberland owner must be completed before conversion operations begin. "Conversion operations" include final immediate rezoning of timberland production zone lands, and timber operations as defined in PRC 4527 on nontimberland production zone timberlands.

The CAL FIRE contact for the application for conversion is the THP Administration Manager who can be reached at 916-531-2173 or Bill.Solinsky@fire.ca.gov

Appendix 3. Description of the Less Than 3 acre Conversion Exemption pursuant to PRC § 4584(g), 14 CCR § 1104.1, summary, and form.

PRC § 4584.

Upon determining that this exemption is consistent with the purposes of this chapter, the board may exempt from this chapter, or portions of this chapter, a person engaged in forest management whose activities are limited to any of the following:

(g)

(1) The one-time conversion of less than three acres to a nontimber use. A person, whether acting as an individual, as a member of a partnership, or as an officer or employee of a corporation or other legal entity, shall not obtain more than one exemption pursuant to this subdivision in a five-year period. If a partnership has as a member, or if a corporation or other legal entity has as an officer or employee, a person who has received this exemption within the past five years, whether as an individual, as a member of a partnership, or as an officer or employee of a corporation or other legal entity, then that partnership, corporation, or other legal entity is not eligible for this exemption. "Person," for purposes of this subdivision, means an individual, partnership, corporation, or other legal entity.

(2)

(A) Notwithstanding Section 4554.5, the board shall adopt regulations that do all of the following:

(i) Identify the required documentation of a bona fide intent to complete the conversion that an applicant will need to submit in order to be eligible for the exemption in paragraph (1).

(ii) Authorize the department to inspect the sites approved in conversion applications that have been approved on or after January 1, 2002, in order to determine that the conversion was completed within the two-year period described in subparagraph (B) of paragraph (2) of subdivision (a) of Section 1104.1 of Title 14 of the California Code of Regulations.

(iii) Require the exemption pursuant to this subdivision to expire if there is a change in timberland ownership. The person who originally submitted an application for an exemption pursuant to this subdivision shall notify the department of a change in timberland ownership on or before five calendar days after a change in ownership.

(iv) The board may adopt regulations allowing a waiver of the five-year limitation described in paragraph (1) upon finding that the imposition of the five-year limitation would impose an undue hardship on the applicant for the exemption. The board may adopt a process for an appeal of a denial of a waiver.

(B) The application form for the exemption pursuant to paragraph (1) shall prominently advise the public that a violation of the conversion exemption, including a conversion applied for in the name of someone other than the person or entity implementing the conversion in bona fide good faith, is a violation of this chapter and penalties may accrue up to ten thousand dollars (\$10,000) for each violation pursuant to Article 8 (commencing with Section 4601).

14 CCR § 1104.1. Conversion Exemptions.

Timber operations conducted under this subsection shall be exempt from conversion permit and timber harvesting plan requirements of this article except no tree that existed before 1800 A.D and is greater than sixty (60) inches in diameter at stump height for Sierra or Coastal Redwoods, and forty-eight (48) inches in diameter at stump height for all other tree species shall be harvested unless done so under the conditions or criteria set forth in subsection 1104.1(i). Timber operations shall comply with all other applicable provisions of the Z'berg-Nejedly-Forest-Practice-Act, regulations of the Board and currently effective provisions of county general plans, zoning ordinances and any implementing ordinances. The Notice of Conversion Exemption Timber Operations shall be considered synonymous with the term "plan" as defined in 14 CCR 895.1 when applying the operational rules and regulations of the Board.

(a) This conversion exemption is applicable to a conversion of timberland to a non-timber use only, of less than three acres in one contiguous ownership, whether or not it is a portion of a larger land parcel and shall not be part of a THP. This conversion exemption may only be used once per contiguous land ownership. No person, whether acting as an individual, acting as a member of a partnership, or acting as an officer or employee of a corporation or other legal entity, may obtain more than one exemption pursuant to this section in a five-year period. If a partnership has as a member, or if a corporation or any other legal entity has as an officer or employee, a person who has received this exemption within the past five years, whether as an individual or as a member of a partnership, or as an officer or employee of a corporation or other legal entity, then that partnership, corporation, or other legal entity is not eligible for this exemption. "Person," for purposes of this section, means an individual, partnership, corporation, or any other legal entity.

(1) A Notice of Conversion Exemption Timber Operations (notice) must be prepared by an RPF and submitted to the Director. The notice shall contain the following:

(A) the names, addresses, and telephone numbers of the timber owner, owner of the timberland to be converted, RPF, timber operator, and the submitter of the Notice of Conversion Exemption Timber Operations;

(B) legal description of the area where the timber operation is to be conducted, showing section, township, range, county and assessor parcel number;

(C) maps showing the ownership boundaries, the location of the timber operation, boundaries of the conversion, access routes to operation, location and classification of all watercourses, and landing locations;

(D) incorporation of a signed and dated statement from the authorized designee of the County Board of Supervisors stating that the conversion is in conformance with all county regulatory requirements, including county public notice requirements. When counties do not have an authorized designee, the RPF shall certify that the county has been contacted and the conversion is in conformance with county regulatory requirements (this may be incorporated into the notice);

(E) incorporation of a statement by the owner of the timberland to be converted:

1. certifying that this is a one-time conversion to non-timberland use,
2. certifying that after considering the owner's own economic ability to carry out the proposed conversion and the feasibility evaluation required by 14CCR 1104.1(a)(6) that there is "bona fide intent", as defined in CCR 1100(b), to convert,
3. specifying what the non-timberland use will be after conversion, and
4. certifying and declaring under penalty of perjury that he/she whether acting as an individual, acting as a member of a partnership, or acting as an officer or employee of a corporation or other legal entity, has not obtained an exemption pursuant to this section in the last five years unless a waiver has been granted pursuant to 1104.1(a)(9); and

(F) signature of the submitter, timberland owner responsible for the conversion, the timber operator, and the RPF.

(2) The following conditions apply to conversion exemption timber operations:

(A) All timber operations shall be complete within one year from the date of acceptance by the Director.

(B) All conversion activities shall be complete within two years from the date of acceptance by the Director unless under permit by local jurisdiction. Failure to timely complete the conversion shall require compliance with stocking standards of PRC 4561 and stocking report requirements of Forest Practice Act and Board regulations.

(C) The RPF or supervised designee shall visit the site and flag the boundary of the conversion exemption timber operation and flag any applicable WLPZs and equipment limitation zones.

(D) This section refers to slash and woody debris resulting from timber operations associated with conversion exemptions. The timber operator shall be the responsible party for the treatment of logging slash and woody debris. Responsibility for treatment of logging slash and woody debris may be assumed by the landowner, provided that the landowner acknowledges in writing to the Director at the time of notice such responsibility and specific slash and woody debris treatment requirements and timing.

1. Unless otherwise required, slash greater than one inch in diameter and greater than two feet long, and woody debris, except pine, shall receive full treatment no later than April 1 of the year following its creation, or within one year from the date of acceptance of the conversion exemption by the Director, whichever comes first.

2. All pine slash three inches and greater in diameter and longer than four feet must receive initial treatment if it is still on the parcel, within 7 days of its creation.

3. All pine woody debris longer than four feet must receive an initial treatment prior to full treatment.

4. Initial treatment shall include limbing woody debris and cutting slash and woody debris into lengths of less than four feet, and leaving the pieces exposed to solar radiation to aid in rapid drying.

5. Full treatment of all pine slash and woody debris must be completed by March 1 of the year following its creation, or within one year from the date of acceptance of the conversion exemption by the Director, whichever comes first.

6. Full slash and woody debris treatment may include any of the following:

- a. burying;
- b. chipping and spreading;
- c. piling and burning; or
- d. removing slash and woody debris from the site for treatment in compliance with (a)-(b). Slash and woody debris may not be burned by open outdoor fires except under permit from the appropriate fire protection agency, if required, the local air pollution control district or air quality management district. The burning must occur on the property where the slash and woody debris originated.

7. Slash and woody debris, except for pine, which is cut up for firewood shall be cut to lengths 24 inches or less and set aside for drying by April 1 of the year following its creation. Pine slash and

woody debris which is cut up for firewood shall be cut to lengths 24 inches or less and set aside for drying within seven days of its creation.

All treatment work must be completed prior to the expiration date for the conversion exemption.

8. Any treatment which involves burning of slash or woody debris shall comply with all state and local fire and air quality rules.

9. This section does not supersede more restrictive treatments or time frames within a Forest district or subdistrict.

(E) Timber operations may be conducted during the winter period. Tractor operations in the winter period are allowed under any of the following conditions:

1. During dry, rainless periods but shall not be conducted on saturated soil conditions that may produce significant sediment discharge. Erosion control structures shall be installed on all constructed skid trails and tractor roads prior to sunset if the National Weather Service forecast is a "chance" (30% or more) of rain within the next 24 hours.

2. When ground conditions in the conversion exemption area and appurtenant roads satisfy the "hard frozen" definitions in 14 CCR 895.1.

3. Over-snow operations where no soil disturbance occurs.

(F) No timber operations within a WLPZ unless specifically approved by local permit (e.g. County, City).

(G) The timber operator shall not conduct timber operations until receipt of the Director's notice of acceptance. Timber operations shall not be conducted without a valid on-site copy of the Director's notice of acceptance of operations and a copy of the Notice of Conversion Exemption Timber Operations as filed with the Director.

(H) No sites of rare, threatened or endangered plants or animals shall be disturbed, threatened or damaged and no timber operations shall occur within the buffer zone of a sensitive species as defined in 14 CCR 895.1.

(I) No timber operations on significant historical or archeological sites, except under the following conditions:

1. If a significant archeological site is identified by the RPF preparing the Notice of Conversion Exemption within the project boundary, the site may be preserved in place by capping or covering with a layer of soil prior to submission.

a. If a site has been preserved in place, the RPF preparing the Notice of Conversion Exemption shall obtain written concurrence from a Department Archeologist prior to submission indicating operations will not cause damage to a significant archeological site.

b. The written concurrence from a Department Archeologist shall be submitted with the Notice of Conversion Exemption.

(J) The RPF and the timber operator shall meet (on-site, or off-site) if requested by either party to ensure that sensitive on-site conditions and the intent of the conversion regulations such as, but not limited to, slash disposal, will be complied with during the conduct of timber operations.

(3) A neighborhood notification of conversion exemption timber operations shall be posted on the ownership visible to the public by the RPF or supervised designee, at least 5 days prior to the postmark date of submission of the Notice of Conversion Exemption Timber Operations to the Director. The date of posting shall be shown on the neighborhood notice. In addition, immediately prior to the submission of the exemption to the Director, the landowner shall mail a letter to adjacent landowners within 300 feet of the boundaries of the exemption, and to Native Americans, as defined in 895.1 notifying them of the intent to harvest timber. The mailed letter of notice and the posted notice shall contain the following information on a form prepared by the RPF:

(A) the name, address and telephone number of the timberland owner, the timber operator, the agency of the county responsible for land use changes and the designated representative; if any, and the RPF;

(B) the location of the project, parcel number, street address, section, township and range, and;

(C) A statement explaining that this is a conversion from timberland use to a new land use, what the new land use will be, and that the maximum size is less than three acres.

(4) The Director shall determine if the Notice of Conversion Exemption Timber Operations is complete and accurate within fifteen days from the date of receipt.

(A) If the Notice of Conversion Exemption Timber Operations is not complete and accurate it shall be returned to the submitter identifying the specific information required. When found complete and accurate, the Director shall immediately send a notice of acceptance of operations to the submitter.

(5) The timberland owner shall, within one month from the completion of conversion exemption timber operations, which includes all slash disposal work, submit a work completion report to the Director.

(6) The timberland owner shall, using the services of an RPF to the extent the information required is within the scope of professional forestry practice, provide information documenting that the conversion to the stated non-timber use is feasible based upon, at a minimum, the following:

(A) the extent of the vegetation removal and site preparation required for the conversion;

(B) the suitability of soils, slope, aspect, and microclimate for the stated non-timber use;

- (7) The Department shall provide for inspections, as needed, to determine that the conversion was completed.
- (8) The notice shall expire if there is any change in timberland ownership.
- (A) If the conversion has not been completed, the timberland owner on the notice shall notify the Department of the change in timberland ownership on or before 5 calendar days after a change in ownership.
- (B) If operations have been conducted, but not completed under the exemption, the timberland owner on the notice shall notify the new timberland owner at least 15 days prior to the sale of the timberland of the requirements under 14CCR 1104.1(a)(8)(C).
- (C) If operations have been conducted, but not completed under the exemption, the new timberland owner shall:
1. submit a new notice, or
 2. comply with the following:
 - a. harvest no additional timber;
 - b. meet stocking requirements of 14CCR 1104.1(a)(2)(B);
 - c. dispose of the slash created under the exemption activities according to 14CCR 1104.1(a)(2)(D);
 - d. provide erosion control for skid trails, roads, landings, and disturbed areas as required by the Forest Practice Rules.
 - e. submit a report within 90 days of the change of timberland ownership that items a through d above were completed.
- (9) A timberland owner may request a waiver to the five-year limitation described in 14 CCR 1104.1(a). The Director may grant the waiver upon finding that one of the following conditions exist:
- (A)
1. the construction of a building approved by the appropriate county/city permitting process is listed in the accepted Notice of Conversion Exemption Timber Operations as the non-timberland use after the conversion, and
 2. the timberland owner demonstrates to the Director that substantial liabilities for building construction have been incurred on each conversion exemption that the timberland owner has received in the last 5 years at the time the waiver is requested, and
 3. operations conducted on all exemptions issued to the timberland owner within the past 5 years, prior to the time the waiver is requested, have been conducted in a manner that meets or exceeds the intent of the Act and rules or any corrective work required by the Director has been satisfactorily completed.
- (B) the change of ownership which caused the previous notice to expire was not the result of the sale of the timberland and the new timberland owner provides information demonstrating that the imposition of the 5-year limitation described in 14 CCR 1104.1(a) would impose an undue hardship on the timberland owner.
- (C) the notice has expired and no operations have been conducted.
- (D) The timberland owner provides an explanation and justification for the need of a waiver that demonstrates that the imposition of the 5-year limitation described in 14 CCR 1104.1(a) would impose an undue hardship on the timberland owner.

SUMMARY

The current process, associated with the acceptance of three (3) acre-conversion exemption notice(s) (Notice) is ministerial. A RPF must prepare a Notice, on a form provided by the Department of Forestry and Fire Protection (the Department) to facilitate the provision of information pursuant to the Board's rules (14 CCR § 1104.1). This includes certification that there is a bona fide intent to convert, specifically what the land is being converted to and that a letter of notice of intent to harvest timber has been mailed to all adjacent landowners within 300 feet of the boundaries of the exemption. Additionally, the RPF must certify that, if the County Board of Supervisors has not designated a representative authorized to make a declaration that the conversion exemption is in conformance with all county regulatory requirements, that the County has been contacted and the Notice is in conformance with county regulations.

FORM

The LESS THAN 3 ACRE CONVERSION EXEMPTION FORM can be downloaded from the following site:
http://calfire.ca.gov/resource_mgt/resource_mgt_EPRP_TimberlandConversions

The CAL FIRE contact for the Less Than 3 acre Conversion Exemption is the local CAL FIRE Unit, a partial list of which is available at <http://calfire.ca.gov/general/units>

Appendix 4. Medical marijuana statute referencing the Board; Health and Safety Code (HSC § 11362.769)

HSC § 11362.769.

Indoor and outdoor medical cannabis cultivation shall be conducted in accordance with state and local laws. State agencies, including, but not limited to, the Department of Food and Agriculture, the State Board of Forestry and Fire Protection, the Department of Fish and Wildlife, the State Water Resources Control Board, the California regional water quality control boards, and traditional state law enforcement agencies shall address environmental impacts of medical cannabis cultivation and shall coordinate, when appropriate, with cities and counties and their law enforcement agencies in enforcement efforts.

Appendix 5. Regulatory requirements regarding intent to convert land to a use other than growing timber pursuant to PRC § 4623 and 14 CCR §§ 1100(b), 1104.1(a)(1)(E)(2.), 1104.1(a)(6) and 1105.2.

PRC § 4623.

The application shall be accompanied by an affidavit by the applicant that the applicant has a present bona fide intent to convert the land to a use other than timber growing. The board may require such additional proof of intent to convert as it deems necessary.

14 CCR § 1100(b)

... "Bona Fide Intention" or "bona fide intent" means a present, sincere intention of the applicant to conform with and successfully execute the conversion plan, as determined by the Director in accordance with provisions of Section 1105.2. (Reference: Section 4623, Public Resources Code.)...

14 CCR § 1104.1(a)(1)(E)(2.)

...certifying that after considering the owner's own economic ability to carry out the proposed conversion and the feasibility evaluation required by 14CCR 1104.1(a)(6) that there is "bona fide intent", as defined in CCR 1100(b), to convert,...

14 CCR § 1104.1(a)(6)

...The timberland owner shall, using the services of an RPF to the extent the information required is within the scope of professional forestry practice, provide information documenting that the conversion to the stated non-timber use is feasible based upon, at a minimum, the following:...

14 CCR § 1105.2.

The Director shall determine the applicant's bona fide intention to convert in light of the present and predicted economic ability of the applicant to carry out the proposed conversion; the environmental feasibility of the conversion, including, but not limited to, suitability of soils, slope, aspect, quality and quantity of water, and micro-climate; adequacy and feasibility of possible measures for mitigation of significant adverse environmental impacts; and other foreseeable factors necessary for successful conversion to the proposed land use.

BOARD OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.bof.fire.ca.gov
(916) 653-8007



June 1, 2018

RE: Request to County Board of Supervisors to Appoint Authorized Designee to Review Less Than 3 Acre Conversion Exemptions

Dear County Representative,

In August of 2017, the Board of Forestry and Fire Protection (Board) sent a letter requesting that County Board of Supervisors appoint an Authorized Designee to review less than three-acre timberland conversion exemptions pursuant to Title 14 of the California Code of Regulations, Section 1104.1. This letter is being sent to follow up on that initial request.

The Board encourages County Boards of Supervisors, if they have not already done so, to appoint an Authorized Designee to review less than three-acre timberland conversion exemption permits to ensure that land use(s) conform to county regulatory requirements. An Authorized Designee provides counties with the opportunity to verify that project applicants have demonstrated a bona fide intent to convert land to a use other than growing timber that conforms with county requirements. If no authorized designee is appointed, the project applicant may proceed with the conversion as long as someone within the County has been contacted.

If you have any questions regarding the appointment of an authorized designee, or if the decision is made, or has already been made, to appoint an Authorized Designee, please contact: Eric Hedge, Regulations Coordinator, Board of Forestry and Fire Protection at 916-653-9633 or eric.hedge@bof.ca.gov

Sincerely,

Eric Hedge
Regulations Coordinator
Board of Forestry and Fire Protection | **CAL FIRE**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

6/19/18 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

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

RECOMMENDATION

Approve the minutes of the meeting held on June 19, 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 |
|-------------|-------------|-------------|
|-------------|-------------|-------------|

June 19, 2018

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, June 19, 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 - Trisha Boss
Administrative Board Clerk - Kristin Gulling-Smith
Administrative Board Clerk - Darcey Prior

INVOCATION

Invocation was given by Dr. George Gunn, Shasta Bible College.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT PERIOD - OPEN TIME

Sydney Lewis, Field Representative from Senator Kamala Harris' office, introduced herself to the Board and invited them to contact her with any issues that arise that they would like her to relay to the Senator.

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June 19, 2018

Monique Welin spoke regarding various issues in Shasta County.

Lee Clarke spoke regarding issues he has experienced with Shasta County.

CONSENT CALENDAR

By motion made, seconded (Kehoe/Moty), and unanimously carried (except for the agreement with Remi Vista noted below where Supervisor Rickert recused herself from the vote), the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Approved and authorized the County Executive Officer or his designee to sign an amendment, effective date of signing, to the lease and personal services agreement with the Inter-Mountain Fair Heritage Foundation (Foundation), for the maintenance and operation of the

Inter-Mountain Fair and Fairgrounds, which: Extends the end date through June 30, 2038; requires the Foundation to prepare a twenty year infrastructure maintenance and funding plan, to be updated in five year increments; and provides a provision for the County's Health and Human Services Agency Women, Infants, and Children (WIC) Program to occupy rent-free office or building space consistent with its existing tenancy. (Administrative Office)

Approved the minutes of the meeting held on June 12, 2018, as submitted. (Clerk of the Board)

Approved and authorized the County Executive Officer or his/her designee to execute an agreement, for the term and compensation listed in the agreement, with Sabot Technologies, Inc. for consulting services contingent upon approval of the Settlement Agreement by the Court in *Jewett, et al. v. County of Shasta, et al.* (County Counsel)

Approved and authorized the Chairman to sign a renewal agreement with Shasta Women's Refuge, Inc. dba One Safe Place, in an amount not to exceed \$161,817 to provide domestic violence prevention and intervention services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals. (Health & Human Services Agency-Children's Services)

Approve and authorize the Chairman to sign a renewal agreement with VOTC, Inc, dba Visions of the Cross in an amount not to exceed \$624,000 to provide Sober Living, Parent University, and other therapeutic services to Health and Human Services Agency and Probation clients for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services, Probation)

Adopted Resolution No. 2018-043 which: Approved and authorized the Chairman to sign a revenue renewal agreement, Cooperative Agreement No. 02A1753, with the State of California Department of Transportation (CalTrans) in an amount not to exceed \$356,039.81 for the Opportunity Center to provide roadside maintenance services for the period July 1, 2018 through

June 19, 2018

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June 30, 2021; and approved and authorized the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and do not result in a change in compensation of more than \$35,000 as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency-Regional Services)

(See Resolution Book No. 60)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with the Shasta County Office of Education to provide Stage One Child Care services to decrease the maximum compensation during the entire term of the agreement from \$6,000,000 to \$5,540,000, and retain the term for the period July 1, 2017 through June 30, 2020. (Health and Human Services Agency-Regional Services)

Adopted Resolution No. 2018-044 which: Finds that licensing the County's real property to the Shasta County Superior Court (Court), a portion of the property located at 2600 Park Marina Drive, Redding, California, is in the public interest; finds that conveyance of the license to the Court will not substantially conflict or interfere with the County's use of the property; and approved and authorized the County Executive Officer to sign the renewal license agreement with the Court in the amount of \$6,691.20 per month (\$1.36/square foot) for approximately 4,920 square feet of office space and approximately 21 workstations located at 2600 Park Marina Drive, Redding, California, for the period July 1, 2018, through June 30, 2021, with annual adjustments of 2%. (Child Support Services)

(See Resolution Book No. 60)

Approved and authorized: The Chairman to sign the following documents with LexisNexis, a division of RELX, Inc. for the period July 1, 2018 through June 30, 2021: an amendment to the Lexis Advance Subscription Agreement in an estimated total amount of \$39,720 to provide online subscription services for legal research; an amendment to the Lexis Advance Edition Order in an estimated total amount of \$1,368 to provide Lexis for Microsoft Office features and content; the

Contract Addendum which includes additional conditions for access to the Online Services; and the General Addendum to Amendment; the Public Defender or his designee to approve changes to the list of users in the Public Defender's Office; and the County Executive Officer or his designee to sign future amendments, including retroactive, and including extending the term beyond June 30, 2021, to the Subscription Agreement, Lexis Advance Edition Order, Contract Addendum, General Addendum to Amendment, and related documents so long as the annual compensation to LexisNexis for these services does not exceed \$20,000, the documents are in substantially similar form to these documents, and the documents are processed through County Counsel, Risk Management, and County Information Technology. (Public Defender)

Approved and authorized the Chairman to sign a retroactive amendment, effective June 1, 2018, to the agreement with Victor Community Support Services, Inc. to increase the maximum compensation by \$100,000 to a new maximum compensation of \$150,000 to provide Aggression

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June 19, 2018

Replacement Training, retaining the term of the agreement through June 30, 2017, with two automatic one-year renewals. (Probation)

Approved and authorized the Chairman to sign an agreement with Remi Vista, Inc. in the amount of \$100,000 per fiscal year, for a maximum compensation of \$300,000, to provide Moral Reconation Therapy for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals. Supervisor Rickert recused herself from voting on the agreement with Remi Vista due to her acting as a landlord of the company. (Probation)

Approved a budget amendment that: Increases appropriations and revenue by \$32,104 in the Sheriff's Coroner budget for better alignment to projected and actual expenditures and revenues; and increases appropriations by \$5,554 in Accumulated Capital Outlay, offset by use of fund balance. (Sheriff-Coroner)

Approved and authorized the Chairman to sign a retroactive agreement, effective June 1, 2018, with California Safety Company, Inc., in an amount not to exceed \$50,000, to provide fire and burglar alarm leasing and monitoring for County- owned and leased buildings for the period June 1, 2018 through May 31, 2019. (Public Works)

Approved and authorized the Chairman to sign an agreement with Dokken Engineering in an amount not to exceed \$32,111.70 to provide right-of-way services for the Gas Point Road at No Name Ditch Box Culvert Replacement Project effective June 25, 2018, and ending June 28, 2019. (Public Works)

Approved the following year-end budget amendments to align appropriations and revenues: decreasing appropriations and revenue by \$6,295,500 in the Roads budget; decreasing appropriations by \$390,000 in the West Central Landfill Replace and Improvement budget; decreasing appropriations by \$6,290,000 and revenue by \$5,390,000 in the Solid Waste Disposal Admin budget; decreasing appropriations by \$5,000,000 in the West Central Landfill Closure/Postclosure budget; decreasing appropriations by \$100,000 in the CSA #8 Palo Cedro Sewer Capital Improvement Admin budget; decreasing appropriations by \$125,000 in the CSA #17 Cottonwood Sewer Capital Improvement Admin budget; decreasing appropriations and revenue by \$450,000 in the CSA #2 Sugarloaf Water Admin budget; decreasing appropriations and revenue by \$100,000 in the CSA #6 Jones Valley Water Admin budget; decreasing revenue by \$100,000 in the CSA #8 Palo Cedro Sewer Admin budget; increasing appropriations and revenue by \$20,000 in the CSA #13 Alpine Meadows Sewer/Water Admin budget; decreasing appropriations and revenue by \$625,000 in the CSA #17 Cottonwood Sewer Admin budget; increasing revenue by \$15,000 in the CSA #25 Keswick Water Admin budget; decreasing appropriations and revenue by \$4,700 in the Surveyor budget; decreasing appropriations and revenue by \$30,000 in the Fleet Management Operations budget; decreasing appropriations and revenue by \$375,000 in the Facilities Management Admin budget; decreasing appropriations and revenue by \$549,000 in the Fall River Mills Airport Admin budget; increasing appropriations by \$105,989 in the Accumulated Capital Outlay budget offset by use of assigned fund balance; increasing appropriations and revenue by \$105,989 in the Land Buildings & Improvements

June 19, 2018

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(LB&I) budget; increasing appropriations and revenue by \$100,000 in the Jail budget; and increasing appropriations and revenue by \$5,989 in the Coroner budget. (Public Works)

Took the following actions regarding a vacant parcel once used by the now closed Shingletown Airport (Assessor Parcel Number 095-050-012-000), in the town of Shingletown, California: Adopted Resolution No. 2018-045 which declares the property no longer necessary for County or other public purposes and authorizes its sale; set the sale price at \$12,000; approved and authorized the Chairman to sign a Real Property Purchase Agreement with Brentley Hennefer in the amount of \$12,000 and Quitclaim Deed; and authorized the funds be deposited into the Fall River Mills Airport Administration fund. (Public Works)

(See Resolution Book No. 60)

9:14 a.m.: The Shasta County Board of Supervisors recessed and reconvened as the Shasta County Water Agency.

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

SHASTA COUNTY WATER AGENCY

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors approved a budget amendment transferring appropriations in the amount of \$55,000 within the Shasta County Water Agency Administration budget. (Public Works, Water Agency)

9:15a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

REGULAR CALENDAR

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

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

Supervisor Kehoe recently attended the Redding Area Bus Authority meeting.

Supervisor Morgan recently attended the Area Agency on Aging, Planning and Service Area 2 Executive Board meeting.

Supervisor Baugh recently attended the Area Agency on Aging, Planning and Service Area 2 Executive Board meeting.

Supervisors reported on issues of countywide interest.

PUBLIC WORKSHOP: RESOURCE MANAGEMENT

County Executive Officer Larry Lees gave a report in response to Board direction during a previous public workshop in which the Department of Resource Management was discussed.

In response to questions by Supervisor Baugh, CEO Lees stated he will need to clarify if cost of living adjustment is embedded into permit fees.

CEO Lees explained that aerial imagery will no longer be used for routine building permits. It will be used to investigate violations and complaints. In addition, CEO Lees will be working to update the County Code to include a disclaimer for unpermitted structures.

In response to questions by Supervisor Baugh, CEO Lees stated funds have been allocated in the current budget for training of staff on the permit process.

In response to questions by Supervisor Rickert, CEO Lees explained that it will be the process for Resource Management staff to present a business card when helping someone at the counter so they have a point of contact.

In response to questions by Supervisor Kehoe, CEO Lees stated that the Resource Management Director position job description has not been changed.

In response to questions by Supervisor Baugh, CEO Lees explained that he would request that the Board offer direction to research the option of lowering the permit fees.

County Counsel Rubin E. Cruse, Jr. stated that the Board can offer their recommendation to staff.

In response to questions by Supervisor Kehoe, CEO Lees stated that he is asking for direction from the Board to approve an impact fee study. In addition, CEO Lees stated that the City of Redding and Shasta County do not have the same needs, so he doesn't recommend going forward with a shared fee study.

In response to questions by Supervisor Baugh, CEO Lees stated that he is requesting the Board offer direction to staff to go forward in researching the possibility of lowering or having a holiday on impact fees.

County Counsel Cruse stated it would take further research to ensure that if there are any legal complications the County can meet legal requirements.

In response to questions by Supervisor Moty, Mr. Cruse stated that if the impact fee study is pursued, if the costs were found to be lower the County would be required to lower the fee, but

June 19, 2018

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if they were found to be higher the County would not be required to increase fees. However, there may be legal implications.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors directed staff to analyze the opportunity for an across the board reduction of existing impact fees and bring it back before the Board at a later date to be determined.

CLOSED SESSION ANNOUNCEMENT

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

Confer with legal counsel to discuss existing litigation entitled *Tracey Bowman and Michael Williamson v County of Shasta*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

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

Letter dated June 8, 2018 from the Animal Legal Defense Fund

10:14 a.m.: The Board of Supervisors recessed to Closed Session.

10:58 a.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss existing litigation and anticipated litigation; In the matter of Conference with Legal Counsel – Anticipated Litigation, Significant Exposure to Litigation: One Potential Case, Supervisor Rickert declared that she had a potential financial conflict of interest under Government Code section 87100, recused herself, and was not present for the closed session discussion of this item.

There was no reportable action.

10:59 a.m.: The Board of Supervisors adjourned.

Chairman

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June 19, 2018

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - General Government-6.

SUBJECT:

Second Amendment to Agreement with All Seasons Moving and Storage, Inc. DBA Don Hemsted's Van and Storage

DEPARTMENT: Support Services-Purchasing

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

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with All Seasons Moving and Storage, Inc. DBA Don Hemsted's Van and Storage, increasing maximum compensation by \$50,000, for a new maximum compensation of \$150,000, to provide moving services to various County Departments, and retaining the term February 17, 2016, through February 16, 2019.

SUMMARY

N/A

DISCUSSION

Various County Departments use All Seasons Moving and Storage, Inc. DBA Don Hemsted's Van and Storage (Hemsted's) for moving services and disassembly and/or assembly of office systems and furniture. As a result of an increase in the number of moving projects taking place throughout the County Departments, as well as increased moving costs associated with the payment of prevailing wage rates as required by the California Labor Code, the current agreement is nearing its \$100,000 maximum compensation. If Hemsted's services continue to be utilized at its current rate, the contract maximum will be exceeded before the expiration of the agreement.

An agreement with another vendor to provide moving services to County Departments is also in place; however, having two Countywide contracts available allows Departments to choose the vendor who can provide services best suited to their needs, and also provides additional options in the event of scheduling conflicts.

ALTERNATIVES

The Board may choose to not approve the amendment. This is not recommended as it would limit options available to departments for moving services, upon reaching the maximum compensation. Limited options for moving services could delay projects due to scheduling conflicts with available vendors and/or Facilities Management. The Board may request additional

information from staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no additional General Fund impact from this amendment. The funds involved with this agreement are included in the FY 17-18 Adopted Budget for all affected departments and will be included in future proposed budgets.

ATTACHMENTS:

| Description | Upload Date | Description |
|---|-------------|---|
| All Seasons Moving and Storage dba Hemsteds - 2nd Amendment | 6/15/2018 | All Seasons Moving and Storage dba Hemsteds - 2nd Amendment |

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND ALL SEASONS MOVING AND STORAGE, INC.
DBA DON HEMSTED'S VAN AND STORAGE FOR THE PURPOSE OF PROVIDING
MOVING SERVICES**

This Second Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and All Seasons Moving and Storage, Inc dba Don Hemsted's Van and Storage, ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on February 17, 2016 to provide moving services, and to disassemble and assemble office systems and furniture ("Agreement"); and

WHEREAS, the original Agreement was amended on October 4, 2016 to increase maximum compensation payable to Consultant by \$50,000 ("First Amendment"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the maximum compensation payable to Consultant by an additional \$50,000 ("Second Amendment"); and

WHEREAS, the Original Agreement, the First Amendment, and the Second Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3. COMPENSATION, paragraph E of the Agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

3. COMPENSATION

E. Total compensation payable to Consultant during the entire term of this agreement, including any renewal periods as provided for in Section 5 of this agreement, shall not exceed \$150,000.

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 Second Amendment shall be deemed effective as of the last date it is signed by both parties.

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:

RISK MANAGEMENT APPROVAL


RUBIN E. CRUSE, JR
County Counsel

 6/14/18
By: Adam Pressman
Senior Deputy County Counsel

By:  06/14/18
James Johnson, Risk Management Analyst

CONSULTANT

Date: 6/13/18

By: 
Robert Wilson
Don Hemsted's Van and Storage
Tax I.D.#: 68-0397917

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - General Government-7.

SUBJECT:

First Amendment to Agreement with Chris Cable dba Caliber Office Furniture, LLC.

DEPARTMENT: Support Services-Purchasing

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

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Chris Cable DBA Caliber Office Furniture, LLC, increasing maximum compensation by \$50,000, for a new maximum compensation of \$100,000, to provide moving services, and retaining the term August 22, 2016, through August 21, 2019.

SUMMARY

N/A

DISCUSSION

Various County Departments use Caliber for moving services and disassembly and/or assembly of office systems and furniture. As a result of an increase in the number of moving projects taking place throughout the County Departments, as well as increased moving costs associated with the payment of prevailing wage rates as required by the California Labor Code, the current agreement is nearing its \$50,000 maximum compensation. If Caliber's services continue to be utilized at its current rate, the contract maximum will be exceeded before the expiration of the agreement.

An agreement with another vendor to provide moving services to County Departments is also in place; however, having two Countywide contracts available allows Departments to choose the vendor who can provide services best suited to their needs, and also provides additional options in the event of scheduling conflicts.

ALTERNATIVES

The Board may choose to not approve the amendment. This is not recommended as it would limit options available to departments for moving services, upon reaching the maximum compensation. Limited options for moving services could delay projects due to scheduling conflicts with available vendors and/or Facilities Management. The Board may request additional information from staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no additional General Fund impact from this amendment. The funds involved with this agreement are included in the FY 17-18 Adopted Budget for all affected departments and will be included in future proposed budgets.

ATTACHMENTS:

| Description | Upload Date | Description |
|---|-------------|---|
| Caliber Office Furniture - 1st Amendment | 6/18/2018 | Caliber Office Furniture - 1st Amendment |
| Caliber Office Furniture - Original Agreement | 6/18/2018 | Caliber Office Furniture - Original Agreement |

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND CHRIS CABLE, DBA CALIBER OFFICE
FURNITURE, LLC FOR THE PURPOSE OF PROVIDING MOVING SERVICES AND
DISASSEMBLY AND/OR ASSEMBLY OF OFFICE SYSTEMS FOR VARIOUS
COUNTY DEPARTMENTS**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Chris Cable dba Caliber Office Furniture, LLC ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on August 22, 2016 for the purpose of providing moving services and disassembly and/or assembly of office systems for various County departments ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the maximum compensation payable to Consultant by \$50,000;

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3. **COMPENSATION**, Paragraph D of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

3. COMPENSATION

D. Total compensation payable to Consultant during the entire term of this agreement, including any renewal periods as provided for in Section 5 of this agreement, shall not exceed \$100,000.

II. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the 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: _____

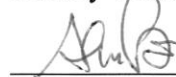
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

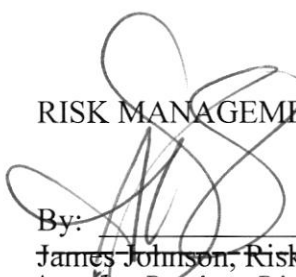
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

 6/15/18
By: Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/18/18
James Johnson, Risk Management Analyst
Angela Davis, Director of Support Services

CONSULTANT

Date: 6-15-18

By: 
Chris Cable, President
Caliber Office Furniture, LLC
Tax I.D.#: 27-2272717

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
CHRIS CABLE, DBA CALIBER OFFICE FURNITURE, LLC**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Support Services, Purchasing Unit ("County") and Chris Cable dba Caliber Office Furniture, LLC ("Consultant") for the purpose of providing moving services and disassembly and/or assembly of office systems for various County departments (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide appropriate moving vehicles and manpower, on an "on call" basis, suitable for moving office furnishings from one location to another for various County departments.
- B. Provide qualified personnel to disassemble and assemble office systems and furniture.
- C. Obtain written approval by County prior to performing any work that requires alteration of, renovation of, or attachment to, a County owned or leased structure.
- D. Obtain approval from the Department Head (or designee) of the requesting department, prior to performing services under this contract.
- E. Undertake, at the County's written direction, prevailing wage projects, during the term of this Agreement. The Consultant shall perform modular furniture disassembly and/or assembly during the term of this Agreement as requested by County. Each such project shall be negotiated between the Consultant and Department Head (or designee) of the requesting department. The scope of work, materials type, and the project price shall be agreed to in writing between the Consultant and County. A purchase order number shall be issued by the County Purchasing Unit prior to the commencement of each prevailing wage project and shall be considered a notice to proceed ("Notice to Proceed") with the work. In no event shall the total sum payable for all projects assigned under this Agreement exceed the amount set forth in Section 3 of this Contract.
- F. Pay and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Agreement in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Purchasing Department, located at 1450 Court Street Suite 348, Redding, California, and are available to Consultant upon request. Consultant shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

- G. Comply with Labor Code section 1775. In accordance with Labor Code section 1775, Consultant shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise \$50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Agreement or by any subcontractor under this Agreement. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant.
- H. Keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant and any subcontractors in connection with the execution of this Agreement or any subcontract under this Agreement. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Consultant shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.
- I. The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> for public works consultants to meet the requirements of Senate Bill 854. Consultants must register and meet requirements using the new online application before performing work on public works agreements in California. The application also provides agencies that administer public works programs with a searchable database of qualified Consultants at <https://efiling.dir.ca.gov/PWCR/Search>.

Section 2. RESPONSIBILITIES OF COUNTY.

- A. County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. County shall direct priorities in moving, and provide access to appropriate locations.

Section 3. COMPENSATION.

- A. Consultant shall be paid at the rate of \$60.00 per hour, per man, to provide the services described in this agreement. Consultant shall be paid in quarter hour increments at the rate of \$15 per quarter hour, or fraction thereof.
- B. Consultant shall be paid at the prevailing wage rate of \$90 per hour, per employee, to disassemble and/or assemble modular office systems. Consultant shall be paid in quarter hour increments at the rate of \$22.50 per quarter hour or fraction thereof.
- C. An overtime rate will apply to all work performed on a Saturday or a Sunday, Holidays, or after 5:00 p.m. Monday through Friday, at a rate of time plus one-half of the normal rates listed in Section 3 A and B. Any overtime must be approved by County in writing prior to the services being performed.
- D. Total compensation payable to Consultant during the entire term of this agreement, including any renewal periods as provided for in Section 5 of this agreement, shall not exceed \$50,000.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to County within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. 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 as of the date it has been signed by both parties. 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 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 for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Director of Support Services.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments 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 Director of Support Services, 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 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 insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 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 insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; 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 the 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 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.

D. 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 *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional 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 the 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, 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 the County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant 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. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age,

marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

Section 14. 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 15. 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 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. 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 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

| | |
|---------------|------------------------------|
| If to County: | Director of Support Services |
| | Purchasing Unit |
| | 1450 Court Street, Suite 348 |
| | Redding, CA 96001 |
| | Phone: (530) 225-5346 |
| | Fax: (530) 225-5344 |

If to Consultant: Chris Cable
Caliber Office Furniture, LLC
8719 Airport Road, Suite A
Redding, CA 96002
Phone: (530) 225-8677
Fax: (530) 225-8667

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. 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 21. 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 22. 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 23. 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 24. 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.


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.

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

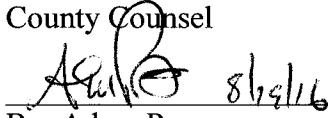
Date: 8/22/16


Lawrence G Lees
County Executive Officer

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR
County Counsel


By: Adam Pressman
Senior Deputy County Counsel

By: 8/19/16
James Johnson, Risk Management Analyst

CONSULTANT

Date: 8-19-16

By: 
Chris Cable, President
Caliber Office Furniture, LLC
Tax I.D.#: 27-2272717

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

Agreement with Crestwood Behavioral Health, Inc. for the Provision of Residential Mental Health Treatment Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

DEPARTMENT CONTACT: Dean True, Adult Services Branch Director, 225-5900

STAFF REPORT APPROVED BY: Dean True, Adult Services Branch Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with Crestwood Behavioral Health, Inc. in an amount not to exceed \$4,800,000 during the entire term of the agreement to provide residential mental health treatment services for the period July 1, 2017 through June 30, 2020.

SUMMARY

The proposed agreement will allow Crestwood Behavioral Health, Inc. (Crestwood) to continue to provide residential treatment program options for Shasta County clients with serious mental illness which include 24-hour long-term, residential treatment.

DISCUSSION

Crestwood includes a range of residential options, including Institutes for Mental Disease for Skilled Nursing Facilities (IMD/SNF) and Mental Health Rehabilitation Centers (MHRC), for adults with severe and persistent mental illness. Besides residential care, services include life skills training, money management, training on accessing community services, transitional programs, and coordinated discharge planning with County staff. IMD/SNF and MHRC facilities offer numerous advantages to the individual mental health client and to the County.

Placing residents in facilities such as Crestwood represents a significant cost savings over state mental hospitalization. These facilities provide treatment focused on developing living skills to assist client transition from a rigidly supervised setting to a board and care or other less structured community setting. Through this agreement, Shasta County can place clients at Crestwood facilities in numerous locations throughout California including those closest to home in Redding, Eureka, and Sacramento, based on the best match between the client, the services, and the location. Every attempt is made to keep clients in Shasta County, but these options are limited and it is necessary to have the flexibility to place individuals in an out-of-county facility.

The approximate average annual placement cost for a patient is anticipated to be \$109,500 at a Crestwood facility versus more

than \$240,000 per year in a state hospital. Statute requires clients be placed in the least restrictive environment possible, and having access to a lower level of residential placement with these services available provides a reasonable solution to meet statutory requirements for the clients and for the County.

In addition to the long-range residential services offered at Crestwood, Psychiatric Health Facility services are also available, providing a safe environment for clients needing stabilization during a psychiatric crisis. These services are typically short-term, and will only be used when in the best interests of the client.

The proposed agreement will also authorize the Health and Human Services Agency (HHS) Director, or any HHS Branch Director designated by the HHS Director, to approve, rate changes made by Crestwood, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate on the effective date of signing of this agreement, shall not exceed 15 percent during the entire term of this agreement provided further that any rate increase shall not increase the total compensation payable under this agreement. The proposed agreement is retroactive due to the complexities of level of care issues needing clarification that impact rate setting.

ALTERNATIVES

The Board could choose not to approve the recommendation, defer consideration to a future date, or provide direction to staff to negotiate changes to the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The maximum amount payable under the proposed agreement for Crestwood is \$4,800,000 during the entire term of the agreement. These costs are included in the Mental Health FY 2017-18 Adopted Budget and are included in the FY 2018-19 Recommended Budget. Residential services are excluded from Medi-Cal reimbursement and, therefore all costs for the services incurred through this agreement are funded entirely through department discretionary revenues. Because the County General Fund contribution to Mental Health is currently set at the maintenance of effort level of \$266,778, the majority of the cost is borne by Mental Health Realignment. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

| Description | Upload Date | Description |
|-------------|-------------|-------------|
| Agreement | 6/13/2018 | Agreement |

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND CRESTWOOD BEHAVIORAL HEALTH, 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 Crestwood Behavioral Health, Inc. ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the provision of residential mental health treatment services.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement and in consideration of the compensation hereinafter set forth, Contractor shall perform services for County as prescribed in **EXHIBIT A, PROGRAM SERVICES**, attached and incorporated herein.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Participate in regular site visitations for the purpose of monitoring client's progress, general welfare of clients, physical and program integrity of the facility as well as routine review of service provider reports, fiscal claims.
- B. Participate in monthly Utilization Review which may be composed of, but not limited to, the following participants: the client's conservator or representative, County, Contractor's facility staff or designee. Findings and recommendations of this review shall become integrated in the client's treatment plan.
- C. Review each facility's admission, discharge and length of stay data on a quarterly basis.
- D. Compensate Contractor as prescribed in sections 3 and 4 of this agreement and monitor the outcomes achieved by Contractor.

Section 3. COMPENSATION.

- A. County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms set forth in **EXHIBIT B, FISCAL YEAR 2017-18 PAYMENTS**, attached and incorporated herein, and **EXHIBIT C, FISCAL YEAR 2018-19 PAYMENTS**, attached and incorporated herein.
- B. The total compensation payable to Contractor under this agreement shall not exceed \$1,600,000 per fiscal year ("FY") beginning FY 2017-18 through FY 2019-20. In no event shall the maximum amount payable under this agreement exceed \$4,800,000 during the entire term of the agreement. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following year.
- C. During the term of this agreement, the Health and Human Services Agency ("HHS") Director ("Director"), or any HHS Branch Director designated by Director, may approve rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate set forth in **EXHIBIT C** on the effective date of signing of this agreement shall not exceed 15 percent during the entire term of this agreement provided further

that any rate increase shall not increase the total compensation payable under this agreement.

- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- E. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to HHS Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 a single written, monthly statement incorporating all uses of Contractor's facilities pursuant to this agreement ("Statement") by the 10th day of each month following the month in which the services were rendered. The Statement shall include, at a minimum, the facility's name, and current active National Provider Identifier ("NPI"), client's name, number of days of service, and dates of service for each client billed for. County shall make payment within 30 days of receipt of Contractor's correct and approved Statement.
- B. Notwithstanding the foregoing, upon termination, expiration, or cancellation of this agreement, Contractor shall submit to County a final Statement within 10 days of the termination, expiration, or cancellation of this agreement, and County shall make payment within 30 days of receipt of Contractor's correct and approved final Statement. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.
- C. 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.
- D. 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 5. TERM OF AGREEMENT.

- A. This agreement shall commence July 1, 2017 and shall end June 30, 2020.
- 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 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.
- 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 County Executive Officer, the HHSA Director or any HHSA Branch Director designated by the Director.
- 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, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. 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. In addition to the provisions of Section 3 of this agreement, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- 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 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.

Section 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 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 10. 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 11. 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, \$3 million in the aggregate.
- 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 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. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. 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 not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. 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 regulations and guidelines issued pursuant thereto.
- D. 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.
- E. 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 14. 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 15. 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 16. LICENSES AND PERMITS.

- A. 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.
- B. Contractor shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

Section 17. 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 18. 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 19. NOTICES.

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHS Adult Services Branch
 Attn: Contracts Unit
 2640 Breslauer Way
 Redding, CA 96001
 Phone: (530) 225-5900
 Fax: (530) 225-5977

If to Contractor: President and Chief Operating Officer and Controller
 Crestwood Behavioral Health, Inc.
 520 Capitol Mall, Suite 800
 Sacramento, CA 95814
 Phone: (916) 471-2242
 Fax: (916) 471-2212

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor'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; 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. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CLINICAL RECORDS.

Contractor shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual client clinical treatment records shall contain assessment information, treatment planning documents, and progress notes which reflect all client contacts and/or all treatment decisions. Program and client clinical treatment records shall contain detail adequate for the evaluation of the service. Contractor shall provide monthly reports to the Director in conformance with the Client and Service Information ("CSI") System as directed by the County.

Section 28. FINANCIAL RECORDS.

Appropriate service and financial records must be maintained and retained for seven years following the close of the fiscal year to which the records pertain. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 29. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to, an audited financial statement prepared by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement), and 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. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor 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 30. PERSONNEL.

- A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in **EXHIBIT A**.
- B. Contractor shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.
- C. All Contractor's personnel shall have the appropriate state licensure required for their given profession.

Section 31. AGREEMENT SUPERVISION.

- A. The Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.

- B. County shall monitor the kind, quality, and quantity of Contractor's services and criteria for determining the persons to be served and length of treatment for the persons receiving mental health services covered under the terms of this agreement.

Section 32. CLIENTS' RIGHTS.

Contractor shall give all clients served under this agreement, notice of their rights ("Client's Rights") pursuant to and in compliance with section 5325 of the Welfare and Institutions Code and California Code of Regulations, title 9, section 862. In addition, in all facilities providing the services described herein Contractor shall have prominently posted in the predominant languages of the community a copy of the Clients' Rights.

Section 33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor 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. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor 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 Contractor that are provided for in Section 10.

[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: Alan B. Cox 6/1/18
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 06/04/18
Risk Management Analyst

CONTRACTOR

Date: 6/12/2018

George Lytal
George Lytal, President and CEO

Date: 6/6/18

Gary L. Zeyen
Gary L. Zeyen, Controller

Tax I.D.#: On file

**EXHIBIT A
PROGRAM SERVICES**

- I. In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this agreement:

A. Licensed Skilled Nursing Facility Services (SNF)/Institute of Mental Disease (IMD)

Contractor shall maintain a licensed skilled nursing facility (SNF) that serves adults and older adults with co-occurring disorders (psychiatric/medical) in need of 24-hour skilled nursing services.

B. Mental Health Rehabilitation Center

Contractor shall maintain a Mental Health Rehabilitation Center (MHRC) license in good standing. The MHRC focuses on psychiatric rehabilitation and empowering clients to become active participants in developing rehabilitation goals and plans. The MHRC model focuses primarily on assessing and building upon the strengths and the personal goals of each individual. All services provided by Contractor shall be directed at improving the independent living skills of clients with persistent mental illness with the goal to assist in community integration and movement to a lower level of care.

C. Neurobehavioral Facility Service

Contractor shall maintain a licensed SNF for treating adults with significant co-morbid psychiatric and medical conditions that prevent them from living in a less restrictive environment. The medical conditions may include but are not limited to: Huntington's chorea, Multiple Sclerosis, Traumatic Brain Injury, Dementia, Cognitive Deficits impacting independent living skills. The medical conditions may require a range of nursing care from minimal assistance to total nursing care.

II. SERVICE & STAFFING STANDARDS

Contractor shall:

- A. Comply with all applicable state and federal laws in carrying out the requirements of this agreement.
- B. Provide clinical supervision to all staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.
- C. Identify lead clinical staff responsible for or organizing training of staff. Training will include but is not limited to the following: clinical characteristics of core target population, co-occurring substance use, service planning, risk assessments, psychiatric rehabilitation, skill-based groups, family education intervention, crisis management and relapse prevention.

III. SERVICE REQUIREMENTS

Contractor shall ensure adherence to the following:

A. Service Levels

1. Provide a minimum of weekly face to face contact or more as clinically indicated which may include but is not limited to: wellness plan development and monitoring, and enrollment in mental health rehabilitation groups.

B. Service Authorization

1. Services are pre-authorized in writing by the County. Services not pre-authorized in writing by County shall not be reimbursed.
2. Facility rates shall be in accordance with **EXHIBITS B and C**, and shall be determined as part of the written authorization.
3. Modifications to the County authorized rate without the written consent of County shall not be reimbursed.
4. Services rendered without a written authorization from County shall not be reimbursed.
5. Bed holds can be authorized if the Contractor agrees to have the client return.
6. Bed holds are limited to a maximum of 10 days. Bed holds are for clients currently residing in the facility and must be pre-authorized by County.
7. Referrals will be reviewed and disposition will be made within three working days from receipt. All denials will be in writing and submitted to County.

C. Admission Criteria

Client Eligibility. Contractor shall admit clients with a DSM 5 diagnosis. Clients in need of 24-hour mental health services, clients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that clients whose mental illness is deemed appropriate for acute care, as well as clients suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission.

D. Core Mental Health Services

1. Individualized service plans that focus on strengths and target identified behavioral problems and other conditions such as cognitive impairments.

Contractor shall involve the client in treatment planning to the extent the client is able to participate.

2. Provide opportunities to participate in educational and/or peer support groups for clients and caregiver/family (when available).
3. Provide supportive individual therapy for clients as clinically appropriate. Individual therapy is time-limited, targeted and focused on clearly identified goals and objectives.
4. Provide services that target symptom remission or functional improvements which may include, but are not limited to; motivational interviewing, teaching independent living skills, employment and vocational skills, and preparing wellness and recovery, and relapse prevention plans.
5. Provide rehabilitation groups for specific issues, such as money management, stress management, health and wellness, anger management (frustration and impulsivity) and relapse prevention.
6. Provide education on psychiatric and/or co-occurring substance use disorders and relapse prevention.
7. Provide crisis intervention as needed to prevent hospitalization.

E. Crisis Response

1. Ensure individualized crisis plans are developed during admission and updated as indicated. Plans should address triggers of stress, patterns of behaviors, personal supports, helpful interventions, relevant medication history, and current prescriptions to reduce the frequency of relapse.
2. Provide 24 hour 7 days per week crisis services as clinically indicated.
3. Notify in writing the County via facsimile at (530) 225-5229 when a client requires acute psychiatric or medical hospitalization.

F. Discharge Criteria – Contractor shall only discharge a client from service when:

1. Client has achieved a level of recovery stability as determined by client, caregiver/family member, legal guardian and providers as measured by symptom management, recognition of triggers of relapse, active participation in a wellness plan. A LOCUS will be used as a data source.
2. The length/duration of services shall be determined by the individualized needs of each client, in accordance with his/her Treatment Plan.
3. Contractor's staff making client discharge plans shall consult with County regarding placement options and outpatients supports early in the discharge planning process.
4. Client has been determined by the client, caregiver/family member, legal guardian, County and current treatment provider to no longer benefit from the treatment environment or regime.

G. Performance Measures

Admissions: 90 percent of all clients referred for placement by County will be admitted into the identified programs.

H. Additional Provisions

1. Contractor shall provide information on adverse incidents to County within 24 hours of their occurrence including, but not limited to, deaths, elopements, physical injury, physical or sexual abuse, or significant assaults. Contractor shall provide corrective action plans and progress reports when indicated or requested by County.
2. Contractor will provide client progress notes on a quarterly basis in a format as included in **EXHIBIT D**, attached and incorporated herein. When deemed necessary and requested in advance by County, Contractor shall provide more frequent progress notes, within three working days of request, to evaluate the progress of individual client treatment goals in order to facilitate timely discharges.
3. Contractor shall cooperate with County requests for information on clients placed under the terms of this agreement.
4. Contractor shall allow County to have reasonable access to all areas of any of Contractor's facilities wherein a client is currently placed, or had been placed, pursuant to this agreement, at any time and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
5. Contractor shall provide County, within 24 hours of receipt, copies of any reports prepared by State agencies or licensing bodies regarding the facilities or quality of care provided, including any notations of deficiencies.

IV. TREATMENT GOALS.

The treatment goals at Contractor's facilities under the terms and conditions of this agreement are:

- A. To modify a client's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client to live in a less restrictive, more independent setting.
- B. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.
- C. At request of County, Contractor shall consult with County's psychiatrist on the proper dosage and administration of appropriate medications to reduce the lengths of stay in order to transition clients to less restrictive levels of care in a timely manner.

EXHIBIT B
FISCAL YEAR 2017-18 PAYMENTS

PAYMENT. Payment shall be made to Contractor for the number of days of services provided under this agreement pursuant to the following conditions and terms:

- A. Contractor shall submit to County a monthly Statement in accordance with Section 4 of this agreement.
- B. Contractor shall provide County with National Provider Identifier (NPI). Services provided without submission to County of NPI by Contractor shall be the responsibility of the Contractor and will not be reimbursed by County.
- C. IMD/SNF (18-64) rates, including temporary absence days, are set forth in California Code of Regulations, title 22, section 51511, plus the rate for Special Program Services as set forth in California Code of Regulations, title 22, section 51511.1.
- D. IMD/SNF rates per client per day at the time of the execution of this agreement are \$204.94. Temporary client absence rates per client per day at the time of the execution of this agreement are listed below (bed hold rate) pursuant to this exhibit.
- E. Specialized services will consist of three distinct levels (A, B, and C) and shall be paid at the IMD/SNF rate (\$204.94 per bed-day) plus the enhanced rates as identified in this **EXHIBIT B**, based upon psychology/psychiatry visits authorized by the Director or his/her designee.
- F. Enhanced rates include staffing and other items associated with a program or level of service a client requires above or in addition to services provided under the daily rate and shall be preapproved by County.

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, Section 51511 C.

IMD/SKILLED NURSING FACILITY 18-64

| | BASIC | ENHANCED | TOTAL |
|----------------|--------|----------|--------|
| <u>REDDING</u> | 204.94 | 21.00 | 225.94 |
| | 204.94 | 42.00 | 246.94 |
| | 204.94 | 53.00 | 257.94 |
| | 204.94 | 105.00 | 309.94 |

NON IMD/SKILLED NURSING FACILITY 18-64

| | | | |
|-----------------|--|--------|--------|
| <u>STOCKTON</u> | | 21.00 | 21.00 |
| | | 32.00 | 32.00 |
| | | 34.00 | 34.00 |
| | | 53.00 | 53.00 |
| | | 79.00 | 79.00 |
| | | 105.00 | 105.00 |

SUB ACUTE

NEGOTIABLE

NON MEDI-CAL

MODESTO

| | |
|--------|--------|
| 21.00 | 21.00 |
| 37.00 | 37.00 |
| 53.00 | 53.00 |
| 79.00 | 79.00 |
| 105.00 | 105.00 |

SUB ACUTE

NEGOTIABLE

NON MEDI CAL

FREMONT

| | | | |
|---------------------------------|------|--------|--------|
| NON MEDI CAL | **** | 124.00 | |
| NEURO-BEHAV | | 124.00 | 124.00 |
| CONVERSION (REQUIRES PRIV ROOM) | | | 270.00 |

| | BASIC | ENHANCED | TOTAL |
|----------------|-------|----------|--------|
| <u>FREMONT</u> | | 21.00 | 21.00 |
| | 0.00 | 29.00 | 29.00 |
| | 0.00 | 53.00 | 53.00 |
| | | 84.00 | 84.00 |
| | | 124.00 | 124.00 |

**** MEDI-CAL PUBLISHED RATE

| IMD\MENTAL HEALTH REHAB CENTERS |
|---------------------------------|
|---------------------------------|

| | | |
|--------------------|-----------|--------|
| <u>ANGWIN</u> | LEVEL 1 | 314.00 |
| | LEVEL 2 | 250.00 |
| | LEVEL 3 | 204.00 |
| <u>BAKERSFIELD</u> | LEVEL 1 | 239.00 |
| | LEVEL 2 | 530.00 |
| <u>CHULA VISTA</u> | LEVEL 1 | 398.00 |
| | LEVEL 2 | 342.00 |
| | LEVEL 3 | 285.00 |
| | BED HOLD | 277.00 |
| <u>EUREKA</u> | | 276.00 |
| <u>KINGSBURG</u> | LEVEL 1 | 414.00 |
| | LEVEL 2 | 362.00 |
| | LEVEL 3 | 311.00 |
| | BED HOLD | 259.00 |
| <u>SACRAMENTO</u> | MHRC | 219.00 |
| | SUB ACUTE | 265.00 |
| <u>SAN DIEGO</u> | LEVEL 1 | 398.00 |
| | LEVEL 2 | 342.00 |
| | LEVEL 3 | 285.00 |
| | BED HOLD | 277.00 |
| <u>SAN JOSE</u> | | 262.00 |
| | PREGNANT | 273.00 |
| <u>VALLEJO</u> | LEVEL 1 | 324.00 |
| | LEVEL 2 | 275.00 |
| | LEVEL 3 | 244.00 |
| | LEVEL 4 | 229.00 |

County clients may be placed at other Crestwood facilities based upon County needs and availability at a rate negotiated and agreed upon between Director and Contractor without requiring an amendment to this agreement. Director or designee shall have the discretion to agree to the client placement and the rates for such placement, in writing, whether in advance of the placement or retroactively, provided there is no increase in total compensation.

EXHIBIT C
FISCAL YEAR 2018-19 PAYMENTS

PAYMENT. Payment shall be made to Contractor for the number of days of services provided under this agreement pursuant to the following conditions and terms:

- A. Contractor shall submit to County a monthly Statement in accordance with Section 4 of this agreement.
- B. Contractor shall provide County with National Provider Identifier (NPI). Services provided without submission to County of NPI by Contractor shall be the responsibility of the Contractor and will not be reimbursed by County.
- C. IMD/SNF (18-64) rates, including temporary absence days, are set forth in California Code of Regulations, title 22, section 51511, plus the rate for Special Program Services as set forth in California Code of Regulations, title 22, section 51511.1.
- D. IMD/SNF rates per client per day at the time of the execution of this agreement are \$212.11. Temporary client absence rates per client per day at the time of the execution of this agreement are listed below (bed hold rate) pursuant to this exhibit.
- E. Specialized services will consist of three distinct levels (A, B, and C) and shall be paid at the IMD/SNF rate (\$212.11 per bed-day) plus the enhanced rates as identified in this **EXHIBIT C**, based upon psychology/psychiatry visits authorized by the Director or his/her designee.
- F. Enhanced rates include staffing and other items associated with a program or level of service a client requires above or in addition to services provided under the daily rate and shall be preapproved by County.

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

| |
|---|
| IMD/SKILLED NURSING FACILITY 18-64 |
|---|

| | BASIC | ENHANCED | TOTAL |
|---|--------|----------|--------|
| CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING | | | |
| | 212.11 | 22.00 | 234.11 |
| | 212.11 | 43.00 | 255.11 |
| | 212.11 | 55.00 | 267.11 |
| | 212.11 | 108.00 | 320.11 |

| |
|---|
| NON IMD/SKILLED NURSING FACILITY 18-64 |
|---|

| | | | | |
|-------------|-------------------------|------|------------|--------|
| STOCKTON | | | 22.00 | 22.00 |
| | | | 33.00 | 33.00 |
| | | | 35.00 | 35.00 |
| | | | 55.00 | 55.00 |
| | | | 81.00 | 81.00 |
| | | | 108.00 | 108.00 |
| SUB ACUTE | | | NEGOTIABLE | |
| | NON MEDI CAL | **** | | |
| MODESTO | | | 22.00 | 22.00 |
| | | | 38.00 | 38.00 |
| | | | 55.00 | 55.00 |
| | | | 81.00 | 81.00 |
| | | | 108.00 | 108.00 |
| SUB ACUTE | | | NEGOTIABLE | |
| | NON MEDI CAL | **** | | |
| FREMONT GTC | | **** | 128.00 | |
| | NON MEDI CAL | | | |
| | NEURO-BEHAV | | 128.00 | 128.00 |
| | CONVERSION | | | 278.00 |
| | (REQUIRES PRIVATE ROOM) | | | |

| | | | |
|-------------------------|------|--------|--------|
| CRESTWOOD MANOR FREMONT | | 22.00 | 22.00 |
| | 0.00 | 30.00 | 30.00 |
| | 0.00 | 55.00 | 55.00 |
| | | 87.00 | 87.00 |
| | | 128.00 | 128.00 |

**** Medi-Cal Published Rate

| |
|------------------------------------|
| MENTAL HEALTH REHAB CENTERS |
|------------------------------------|

| | | |
|-------------|----------|--------|
| SACRAMENTO | LEVEL 1 | 274.00 |
| | LEVEL 2 | 227.00 |
| SAN JOSE | LEVEL 1 | 283.00 |
| | LEVEL 2 | 271.00 |
| VALLEJO | LEVEL 1 | 335.00 |
| | LEVEL 2 | 285.00 |
| | LEVEL 3 | 253.00 |
| | LEVEL 4 | 237.00 |
| ANGWIN | LEVEL 1 | 325.00 |
| | LEVEL 2 | 259.00 |
| BAKERSFIELD | LEVEL 1 | 274.00 |
| | LEVEL 2 | 609.00 |
| | MIST | 300.00 |
| EUREKA | | 286.00 |
| SAN DIEGO | LEVEL 1 | 412.00 |
| | LEVEL 2 | 354.00 |
| | LEVEL 3 | 295.00 |
| | BED HOLD | 287.00 |
| CHULA VISTA | LEVEL 1 | 412.00 |
| | LEVEL 2 | 354.00 |
| | LEVEL 3 | 295.00 |
| | BED HOLD | 287.00 |

| | | |
|-----------|----------|--------|
| KINGSBURG | LEVEL 1 | 428.00 |
| | LEVEL 2 | 375.00 |
| | LEVEL 3 | 322.00 |
| | BED HOLD | 268.00 |

| | | |
|---------------|-----------|--------|
| SAN FRANCISCO | LEVEL 1 | 528.00 |
| | LEVEL 2 | 466.00 |
| | LEVEL 3 | 450.00 |
| | LEVEL 3-A | 431.00 |
| | BED HOLD | 287.00 |

| | | |
|-----------|----------|--------|
| FALLBROOK | LEVEL 1 | 420.00 |
| | LEVEL 2 | 360.00 |
| | LEVEL 3 | 300.00 |
| | BED HOLD | 287.00 |

County clients may be placed at other Crestwood facilities based upon County needs and availability at a rate negotiated and agreed upon between Director and Contractor without requiring an amendment to this agreement. Director or designee shall have the discretion to agree to the client placement and the rates for such placement, in writing, whether in advance of the placement or retroactively, provided there is no increase in total compensation.

EXHIBIT D**Shasta County Mental Health/Public Guardian
Locked/Secured Facility Monthly Placement Report**

Client Name: _____ Report Month: _____ thru _____

IMD Name: _____ Telephone: _____

Describe specific treatment outcomes expected with this placement: _____

Projected length of IMD treatment: _____

Gender: M F Parent/Guardian/Conservator: _____

Current Treating Psychiatrist: _____ PCP: _____

Medication Concerns (include PRNs, med changes): _____

Mental Status: If MSE completed within 2 weeks from date of request, you may leave this blank and attach copy of the MSE Form.

| Check if outside normal limits | Describe | Check if outside normal limits | Describe |
|---|----------|--|----------|
| <input type="checkbox"/> General appearance | | <input type="checkbox"/> Presentation | |
| <input type="checkbox"/> Speech | | <input type="checkbox"/> Mood | |
| <input type="checkbox"/> Psychomotor Activity | | <input type="checkbox"/> Judgment | |
| <input type="checkbox"/> Intellect | | <input type="checkbox"/> Affect | |
| <input type="checkbox"/> Thought Content | | <input type="checkbox"/> Motivation | |
| <input type="checkbox"/> Memory | | <input type="checkbox"/> Thought Process | |
| <input type="checkbox"/> Concentration | | <input type="checkbox"/> Orientation | |

Describe further, if needed: _____

Current Symptoms/Behaviors that Warrant IMD Level of Care Placement (Must include adequate descriptions, including severity and frequency of issues.

| | |
|---|--|
| Danger to self/others | |
| Psychosis | |
| Mood | |
| Anxiety | |
| Substance Use (describe CURRENT issues) | |
| Behavior | |
| Physical | |
| Cognitive | |

Shasta County Medical Record Number: _____

Success Assessment

This assessment tool focuses on locating client strength areas and specific services that will lead to success. It is based on the assumption that mental health clients will be successful moving to higher level of independence, if adequate supports are identified and put in place.

I believe that this person will succeed at (include narrative):

A. Managing money

- ☐ with no assistance
- ☐ with assistance learning how to budget and pay bills
- ☐ with a payee's support, in addition to assistance learning how to budget and pay bills

Identify any growth and barriers previously encountered during attempts to use this support.

B. Managing relationships with family, friends, roommates, and neighbors (include narrative):

- ☐ with no assistance
- ☐ with some assistance negotiating these relationships
- ☐ with intensive assistance negotiating these relationships

Identify any growth and barriers previously encountered during attempts to use this support.

C. Staying clean and sober

- ☐ with no assistance
- ☐ with community supports such as AA/NA
- ☐ with participation in an outpatient treatment program, followed by community supports (such as AA/NA)
- ☐ with residential substance treatment, followed by community supports (AA, etc.), and/or outpatient treatment
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

D. Purchasing, preparing, and eating adequate food

- ☐ with no assistance
- ☐ with some help learning to purchase and prepare food
- ☐ with intensive training on how to purchase and prepare food
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

E. Keeping appointments (with doctors, therapists, service agencies, etc.)

- ☐ with no assistance
- ☐ with reminder phone calls
- ☐ with transportation assistance
- ☐ with both reminder phone calls and transportation assistance
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

F. Taking medications as prescribed

- ☐ with no assistance
- ☐ with training on how to fill med boxes
- ☐ with weekly/biweekly assistance filling medication boxes
- ☐ with weekly/biweekly assistance filling medication boxes, in addition to periodic follow up during the week
- ☐ with assistance attending injection appointments
- ☐ with daily medication dispense
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

G. Using transportation

- ☐ with no assistance
- ☐ with assistance obtaining a driver's license/insurance/vehicle
- ☐ with some training on how to use public transportation
- ☐ with intensive training on how to use public transportation
- ☐ with help identifying alternative means of transportation
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

H. Caring for personal grooming and hygiene

- ☐ with no assistance
- ☐ with some assistance learning grooming and hygiene skills
- ☐ with intensive assistance and follow up with grooming and hygiene
- ☐ with routine in-home supportive services
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

I. Getting care for chronic medical conditions

- ☐ with no assistance
- ☐ with some assistance and encouragement
- ☐ with intensive assistance and encouragement
- ☐ with routine in-home supportive services
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

J. Avoiding risky behaviors (such as self-harm, crime, unsafe sexual activity, etc.)

- ☐ with no assistance
- ☐ with occasional contact, support, or training
- ☐ with routine contact, support, or training
- ☐ with intensive contact, support, or training
- ☐ other: Describe _____

Identify any growth and barriers previously encountered during attempts to use this support.

SUMMARY

Based on this assessment, the following are areas of strength: _____

| Current Symptoms/Behaviors that Warrant IMD Level of Care Placement (Must include adequate descriptions, including severity and frequency of issues. | |
|--|--|
| Housing | |
| Community Involvement/Support | |
| Educational | |
| Vocational | |
| Other (Describe) | |

Based on this assessment, this individual will likely succeed in a higher level of independence, if the following supports are in place:

| Support Service | To Be Provided By | Starting Date |
|-----------------|-------------------|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Progress Toward Goals: _____

Problems or Issues: _____

Volunteering: _____

Activities – Inside/Outside: _____

Suitability for Discharge: _____

Completed by: _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

First Amendment to the Agreement with Willow Glen Care Center for Mental Health Treatment 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 an amendment, effective July 1, 2018, to the agreement with Willow Glen Care Center to provide community residential treatment services for mentally disabled adults to increase daily rates, retain maximum compensation not to exceed \$1,000,000 during the entire term of the agreement, and retain the term July 1, 2016 through June 30, 2017, with two automatic one-year renewals.

SUMMARY

This first amendment will allow Willow Glen Care Center (Willow Glen) to continue to provide community residential treatment services on a fee-for-service basis for mentally disabled adults identified and placed into treatment by Shasta County Health and Human Services Agency Adult Services.

DISCUSSION

The Board approved the original agreement on June 14, 2016. Willow Glen is a comprehensive 24-hour residential care facility that serves adults with mental health disorders. Willow Glen's facilities provide specialized residential care programs with a primary focus on continuous diagnostic assessment of individuals' mental health status, prevention of a mental health crisis, stabilization and maintenance of the individuals' mental health condition, and transition planning with appropriate referrals to a less restrictive level of care. Willow Glen has four distinct programs that specialize in providing program elements to meet the individual needs of each resident. Willow Glen coordinates with the County to ensure the residents receive services from the program that best matches their individual physical and mental health needs.

Placement at Willow Glen provides a significant cost savings as an alternative to placement in the more restrictive Institutes for Mental Disease (IMD). For example, even with the proposed rate increases, the daily rate at Willow Glen is as much as \$190 less than that of an IMD, a 60% percent savings. The requested rate increases are due to increased costs for continuing to provide the contracted services. Willow Glen Care Center has provided a quality residential program for Shasta County residents requiring this level of care for many years.

ALTERNATIVES

The Board could choose not to approve the amendment or approve the amendment with modified terms.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Costs are only incurred upon placement of a Shasta County client in Willow Glen. The Mental Health FY 2018-19 Requested Budget includes sufficient appropriation authority for the activities described in this amendment. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

| Description | Upload Date | Description |
|-----------------|-------------|-----------------|
| First Amendment | 6/15/2018 | First Amendment |

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND WILLOW GLEN CARE CENTER**

This First 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 Willow Glen Care Center ("Contractor"), a California corporation.

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on June 14, 2016, effective July 1, 2016, for the provision of community mental health treatment services ("Mental Health Treatment Services"); and

WHEREAS, County and Contractor desire to amend the agreement to increase rates paid to Contractor for Mental Health Treatment Services ("First Amendment"); and

WHEREAS, the agreement and the First Amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

- I. Subsection A. of Section 3, **COMPENSATION**, is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

County shall pay Contractor on a monthly basis at the rates specified in **EXHIBIT B-1**, attached and incorporated herein. During the term of this agreement, the Director, or any HHSA Branch Director designated by the HHSA Director, may approve in writing and in advance, changes in any of Contractor's rates provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided that the rate increase shall not increase the maximum compensation under this agreement. The maximum amount payable to Contractor shall not exceed \$1,000,000 during the entire term of the agreement, including the renewal period pursuant to Section 5. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following year.

- II. **EXHIBIT B-1** is attached to this First Amendment and is deemed incorporated in the agreement as of the effective date of this First Amendment. **EXHIBIT B** shall control from July 1, 2016, until the effective date of this First Amendment. **EXHIBIT B** to the agreement is deemed superseded by **EXHIBIT B-1** as of the effective date of this First Amendment.

III. **REAFFIRMATION**

In all other respects, the agreement, as amended, 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 First Amendment shall be deemed effective July 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



Alan B. Cox
Deputy County Counsel

Risk Management Approval



James Johnson
Risk Management Analyst

CONTRACTOR

Date 6-14-18



JEFF PAYNE
Executive Director

**EXHIBIT B-1
FEE SCHEDULE**

The Daily Rate is based on the total number of individuals participating in Contractor's programs as described in **Exhibit A** to this agreement on a daily basis, including those Clients referred by County as well as Contractor's other clients. The Daily Rate covers the Mental Health Treatment Services received by Clients.

| <u>Number of Participants</u> | <u>Daily Rate</u> |
|-------------------------------|-------------------|
| 0 - 59 | \$170.00 |
| 60 - 79 | \$150.00 |
| 80 - 100 | \$130.00 |

*Ancillary Fees - \$100.00 per day

*Ancillary Fees refer to when one-to-one Client supervision is required for safety of Client and others. Ancillary Fee shall be pre-authorized, in writing, by County.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-10.

SUBJECT:

Amendment to agreement with Hill Country Community Clinic for a Community Mental Health Resource Center.

DEPARTMENT: Health and Human Services Agency-Adult Services
Health and Human Services Agency-Children's Services

Supervisory District No. : All

DEPARTMENT CONTACT: Dean True, Director, Adult Services, (530) 225-5900

STAFF REPORT APPROVED BY: Dean True, Director, Adult Services, Dianna L. Wagner, Director, Children's Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective July 1, 2018, to the agreement with Hill Country Community Clinic to provide a Community Mental Health Resource Center to remove Foster Parent Retention, Recruitment, and Support services, reduce maximum compensation during the entire term of the agreement by \$150,000 (from \$4,020,000 to \$3,870,000), and change service hours, and retain the term for the period January 1, 2017 through December 31, 2019.

SUMMARY

In November 2004, California voters approved the Mental Health Services Act (MHSA), which provides funding dedicated to the support of community mental health programs. In January 2016, the Mental Health Services Oversight and Accountability Commission approved Shasta County's plan for a Community Mental Health Resource Center (CARE Center), with part of it funded by MHSA Innovation dollars. Two other components, Foster Parent Retention and Recruitment Support (FPRRS) and Assisted Outpatient Treatment (AOT) (also known as Laura's Law), were also part of this center, though they are not funded by MHSA. Due to funding cuts at the state level, funding for the FPRRS program will not be available after July 1, 2018. In addition, Hill Country Community Clinic (Hill Country) has submitted an updated budget which reflects the proposed reduction in FPRRS services, and also shifts funding between categories to better reflect their current operational needs. Hill Country has also requested a reduction in hours of operation to allow staff more time to provide follow-up on linkages and referrals for clients from the prior day

DISCUSSION

The CARE Center serves residents of Shasta County of all ages and addresses various needs with a wide array of services. The Resource Center is at 1401 Gold Street Redding, CA 96001 and is open 365 days per year. Current hours of operation are 2 p.m. to 11 p.m. Monday through Friday, and 11 a.m. to 11 p.m. Saturdays, Sundays, and holidays.

The CARE Center is an MHSA Innovation project which is designed to increase after-hours access to evaluation services,

particularly for individuals currently un-served or under-served by the community’s current mental health system, to bridge service gaps to better meet the needs of our community, and to reduce the use of the local emergency rooms. The project provides both limited direct service and comprehensive referrals to other community-based organizations. Additional activities at the CARE Center include peer support for those individuals navigating systems, education groups for individuals and families, pre-crisis and emergent crisis access to mental health professionals, case management including warm handoffs (transportation), and issues related to housing. The Assisted Outpatient Treatment component provides direct services to individuals who are deemed eligible under the guidelines of Laura’s Law. The project’s purpose is to provide comprehensive mental health services that promote stabilization, wellness and recovery.

This amendment would remove the FPRRS component, effective July 1, 2018, due to a decrease in state funding. This component was designed to increase placement stability among foster youth and to increase retention of care providers by providing supportive services and training. This component included resources for foster youth and their caregivers including: childcare, parenting and psycho-education training, post placement services, and normalcy activities for youth. In the last quarter of 2017, 37 respite events were provided through FPPRS at the CARE Center, including dinners, youth activities, walk-and-talk activities, relaxation classes, and others.

This amendment would also incorporate Hill Country’s revised budget, which reflects the proposed services changes. The CARE Center’s Innovations project saw 210 unduplicated clients in the last quarter of 2017, nearly triple the project’s goal. The overwhelming popularity of this center has required Hill Country to adjust how it allocates its budget dollars. Hill Country has also requested a reduction in hours of operation by two hours each weekday, which will allow staff more time to provide follow-up on linkages and referrals for clients from the prior day. The CARE Center would close at 9 p.m. instead of 11 p.m., and CARE Center staff report that they see fewer clients during those hours, so community impact should be minimal. The Board approved the original agreement on February 28, 2017.

ALTERNATIVES

The Board could choose not to approve this amendment, defer consideration to a future date, or provide direction to staff to negotiate changes to the amendment.

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

Funding is provided through the MHSA, mental health realignment, and the California Department of Social Services. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

| Description | Upload Date | Description |
|---|-------------|---|
| A1.Agr.AS.MHSA.Hill County MH Resource Center. 1719 | 6/15/2018 | A1.Agr.AS.MHSA.Hill County MH Resource Center. 1719 |

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND HILL COUNTRY COMMUNITY CLINIC FOR
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
HILL COUNTRY**

This First 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 the Hill Country Community Clinic, a California non-profit corporation ("Contractor")

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on February 28, 2017 and effective January 1, 2017 to provide a Community Mental Health Resource Center ("Center"), located at 1401 Gold Street, Redding, CA 96001, that enable the residents of Shasta County to voluntary access mental health evaluation, education and referral services and Caregiver support services 365 days per year with hours of operation from 2 p.m. to 11 p.m. Monday through Friday and 11 a.m. to 11 p.m. Saturdays, Sundays, and Holidays. The Center shall also provide Foster Parent Retention Recruitment, and Support and Assisted Outpatient Treatment services ("Original Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to exclude Foster Parent Retention, Recruitment, and Support ("FPRRS") Services from the scope of services, reduce maximum compensation for the services to be provided herein, change hours of service, and change address of Shasta County Managed Care ("First Amendment"); and

WHEREAS, the Original Agreement, the First Amendment, are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. The purpose of the Agreement is amended as to effective date of this First Amendment in its entirety, to read as follows:

The purpose of this Agreement is to provide a Center, located at 1401 Gold St. Redding, CA 96001, that will enable the residents of Shasta County to voluntarily access mental health evaluation, education and referral services and Caregiver support services 365 days per year with hours of operation from noon to 9 p.m. Monday through Friday and 11 a.m. to 9 p.m. Saturdays, Sundays, and Holidays. The Center shall also provide Assisted Outpatient Treatment services. The Center will increase after-hours access to clinical services, particularly to individuals currently un-served or under-served by County's current mental health system, to bridge service gaps to better meet the needs of our community, and reduce the use of local hospital emergency rooms.

- II. Section 1. DEFINITIONS of the Agreement is amended as to effective date of this First Amendment in its entirety, to read as follows:

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

- A. **Assertive Community Treatment (“ACT”)**: An evidence-based service delivery model for individuals who are diagnosed with serious mental illness who experience the most intractable symptoms. The staff to Client ratio is 1:10.
- B. **Assisted Outpatient Treatment (“AOT”)**: Program which allows the court to order individuals ages 18 and older with a serious mental illness to comply with outpatient treatment while living in the community. Also known as Laura’s Law.
- C. **AOT Client** – Individual referred by County to Center for authorized AOT services.
- D. **Case Management**: The coordination of community services for County mental health clients by allocating a professional to be responsible for the assessment of need and providing services.
- E. **Client**: Any Shasta County resident who voluntarily receives services, other than AOT, from the Center.
- F. **Caregiver**: Family member of Client or other person who provides support or assistance to Client.
- G. **Cultural Competency**: A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among Client providers, family member providers, and professionals that enable that system, agency, or those Client providers, family member providers, and professionals to work effectively in cross-cultural situations. Cultural competence includes language competence, and views cultural and language competent services as methods for the elimination of racial, ethnic, age, and sexual orientation biases in the delivery of mental health services.
- H. **Innovation**: The Mental Health Services Act project approved by the Shasta County Board of Supervisors. It includes after-hours access to clinicians for assessment and subsequent referral to community resources and education. For the purposes of this Agreement, The Center is representative of the Innovation Project.
- I. **Laura’s Law**: A California state law that allows for court-ordered outpatient treatment for individuals 18 years of age or older with a serious mental illness who have a recent history of psychiatric hospitalizations, incarcerations, or acts, threats, or attempts of serious violent behavior towards themselves or others.
- J. **Peer**: An individual with lived experience as it relates to mental illness.
- K. **Project(s)**: Services provided at the Center are categorized into three separate projects.
 - (1) Innovation
 - (2) AOT
- L. **Wellness and Recovery Action Plan® (“WRAP”)**: A self-designed prevention and wellness process that anyone can use to get well and stay well. It is used extensively by individuals, health care systems, and mental health systems to address physical health, mental health, and life issues in order to support the fulfillment of a person’s life dreams and goals.

- III. Section 2. **RESPONSIBILITIES OF CONTRACTOR** of the Agreement is amended as to effective date of this First Amendment in its entirety, to read as follows:

Pursuant to the terms and conditions of this Agreement, Contractor shall provide at Center, pre-crisis assessment (Innovation) services and preauthorized AOT services.

A. Innovation (Center) Services

Contractor shall:

- 1) Provide access to clinical staff for any Client who is experiencing mental health issues and in need of clinical services in order to prevent a mental health crisis, and a Peer-staffed resource center for Clients and Caregivers. All services shall be provided utilizing the WRAP model. Innovation services to be provided shall include but not be limited to the following:
 - a) Upon arrival at Center, Clients shall be welcomed and their immediate needs evaluated, including their housing status, through an assessment. Verbal support and encouragement shall be provided, snacks made available as well as a quiet environment, as the Client's level of need is determined and the Client is stabilized.
 - b) Returning Clients, Caregivers, or AOT Clients arriving for use of the Peer-staffed resource center, or AOT services are not required to be re-assessed and shall be directed accordingly.
 - c) Once the assessment is complete and Client is stabilized and considered not to be in crisis as determined by Contractor, a voluntary plan to assist the Client with his or her needs and goals for improvement will be developed with the Client to include a referral or referrals to appropriate Partner Organizations and/or the Peer-staffed resource center. Referrals to Partner Organizations shall incorporate the specific strategies, to also include Client/Caregiver surveys/questionnaires, Contractor has developed with each individual Partner Organization to refer and track referral results to monitor expected outcomes. Partner Organizations shall include but not be limited to the following agencies:
 - a. National Alliance on Mental Illness (NAMI),
 - b. Empire Recovery Center,
 - c. Visions of the Cross,
 - d. Northern Valley Catholic Social Service,
 - e. Homeless Coalition,
 - f. YMCA, and
 - g. Good News Rescue Mission.
- 2) Provide Peer staffing at the Center designed to meet Client and Caregiver needs by providing an array of resources and evidence-based interventions and services. Services and activities provided shall include but not be limited to the following:
 - a) Assist with facilitating access to benefits such as Medi-Cal and Social Security,

- b) Resource materials,
 - c) Referrals to other community-based organizations,
 - d) Education classes,
 - e) Discussion and support groups,
 - f) WRAP classes,
 - g) Assistance with navigating systems of care,
 - h) Assistance in understanding and completing paperwork,
 - i) Warm line,
 - j) Transportation,
 - k) Community room for activities and trainings that support Projects,
 - l) Buddy System
- 3) Staffing shall be in accordance with staffing as represented in Care Center Budget – Innovations, attached and incorporated herein as **EXHIBIT D**.
- 4) Develop and provide all Center services with the intent to meet the following Project objectives:
- a) Improve access to services, particularly for individuals currently not served or under-served by the existing mental health system;
 - b) Reduce mental health crises, including trips to the hospital emergency room, in both human and economic benefits;
 - c) Bridge service gaps, facilitate access to community-based resources, and better meet individual and family needs;
 - d) Positively impact families by partnering with other agencies and community-based organizations, including family-focused services as a priority, to increase access to mental health services and supports for families with competing daytime responsibilities; and
 - e) Identify services that are most associated with successful individual and family outcomes, with a particular focus on effective, innovative collaborative approaches.

5) Surveys/Questionnaires

Following the provision of services to Client and/or Caregiver at Center Contractor shall:

- a) Request Client and/or Caregiver complete survey and/or questionnaire appropriate to the services(s) being provided to enable Contractor to measure progress toward expected outcomes.
- b) Ensure all Client and/or Caregiver contact is documented and demographic/statistical information is captured.

6) Expected Outcomes

Contractor shall provide all Center services with the intent to meet the following expected outcomes:

- a) Assessment

- (1) Average of 75+ unique individuals per quarter (50% or higher) at the end of year one.
- (2) Average of 113+ unique individuals per quarter (75% or higher) at the end of year two.
- (3) Average of 128+ unique individuals per quarter (85% or higher) middle of year three.
- (4) 50% or more Clients receiving assessment services self-report that they used the Center instead of a hospital emergency room.
- (5) 50% or more of the Clients completing survey respond that the existence of the Center made them more likely to seek services.
- (6) 50% or more of the Clients completing the survey respond that services are easier to access because of the existence of the Center.

b) Peer-Staffed

- (1) Average of 50+ unique individuals per quarter (50% or higher) at the end of year one.
- (2) Average of 75+ unique individuals per quarter (75% or higher) at the end of year two.
- (3) Average of 85+ unique individuals per quarter (85% or higher) at the middle of year three.

c) Partner Organizations

- (1) 85% or more of given referrals result in the Client successfully receiving the services/resources to which they were referred.
- (2) 75% or more of those completing surveys report an increase in knowledge and comfort when seeking/discussing mental health services.
- (3) 85% or more of those who complete surveys, report better access to mental health services due to location and time of group/class.

B. AOT Services

Contractor shall:

- 1) Provide ACT services to all individuals deemed eligible and referred by County for the AOT Project. The maximum number of referred AOT Clients receiving services at the same time shall not exceed 20.
- 2) Within three months of the start date of this Agreement, have completed the Medi-Cal certification process with County to certify the Center location to provide Medi-Cal services.

- 3) Provide to AOT Clients referred by County to Contractor and accepted by Contractor, specialized mental health services, as defined in the California Code of Regulations, Title 9, Chapter 11, to Medi-Cal eligible beneficiaries who meet the criteria established in, and in accordance with, the Shasta County Managed Care Mental Health Plan (Plan) number 12-89397, including Medi-Cal beneficiaries as defined above that also have private insurance coverage. For the purposes of this Agreement, the "Shasta County Managed Care Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide mental health managed care services to California Medi-Cal beneficiaries. The Shasta County Managed Care Mental Health Plan is available at: <http://www.co.shasta.ca.us/docs/HHSA/org-providers/AgrDHCS.pdf?sfvrsn=0>. Contractor shall check the website for updates regularly to ensure Contractor has current approved Shasta County Managed Care Mental Health Plan. Should Contractor be unable to access the electronic version of the Shasta County Managed Care Mental Health Plan, County will provide Contractor with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this Agreement and Shasta County's Managed Care Mental Health Plan, the Shasta County Managed Care Mental Health Plan shall govern.
- 4) Ensure available mental health services include: assessment; plan development; psychotherapy including individual therapy, group therapy, collateral services; individual and group rehabilitation services; case management; medication support services; and crisis intervention services.
- 5) Obtain prior written authorization for all services provided beyond the initial 60-day authorization. All services other than assessment, plan development, and crisis intervention must be authorized through the submission and approval of a treatment plan and Treatment Authorization Request (TAR), as provided to Contractor by County. Services rendered by Contractor without prior authorization, unless otherwise specified from County, shall not be reimbursed.
- 6) Complete the initial assessment, treatment plan, and TAR within 45 days of referral and submit to Shasta County Managed Care at 2640 Breslauer Way, Redding, CA 96001. Subsequent treatment plans and TARs must be submitted to Shasta County Managed Care within 15-30 days prior to the expiration of the current authorization. The first treatment plan and authorization request after the 60-day initial authorization, shall be for a service period of six months from the date of the initial authorization, including the period of the initial authorization. Subsequent authorization periods shall be for six months. The County may in its sole discretion, change the length of the authorization period.
- 7) Complete a comprehensive assessment of the Client at least once per year based on the date of Client's initial assessment and submit a written copy of the annual comprehensive assessment with the treatment plan and completed TAR to County when continued services are clinically indicated and requested. County may authorize continued services within 30 days of expiration of the prior authorization period.

- 8) Inform County and submit assessment document to County, by fax at 530-225-5950, within three working days after assessment is completed, when any Medical beneficiary is determined after assessment not to meet medical necessity for specialty mental health services. County shall review the assessment document and, if applicable, issue a Notice of Action to Client in accordance with the guidelines set forth in the approved Plan.
- 9) Notify County immediately regarding instances of significant harm to AOT Client by contacting Managed Care at (530) 245-6750 or by FAX (530) 225-5950 and Adult Services at (530) 225-5758.
- 10) Conduct a minimum of three internal chart audits each month and shall submit documentation of said audits to County by the 15th day of the following month. Contractor shall participate in additional internal Utilization Review activities as directed by County and conduct additional chart audits as requested by County.
- 11) Participate in trainings and meetings as deemed necessary by County and DHCS.
- 12) Perform other duties as requested by County.
- 13) Use only those forms pre-approved by County.
- 14) In any promotional documents and activities associated with this Agreement acknowledge services provided pursuant to this Agreement are provided on behalf of Shasta County Health and Human Services Agency and the Mental Health Services Act.
- 15) Ensure all AOT services are developed and provided with the intent to meet the following Project objectives:
 - a) Maintain living arrangement in one of the following community settings: Independent apartment/house, supportive housing, board and care facility licensed by the California Department of Social Services ("CDSS") Community Care Licensing,
 - b) Reduce the incidence of hospital emergency room visits for a mental health crisis,
 - c) Reduce or eliminate incidence of involuntary psychiatric hospitalization,
 - d) Reduce or eliminate incidence of incarceration,
 - e) Reduce incidence of harmful behaviors, and
 - f) Reduce incidence of harmful events.
- 16) All Center staff will participate in Cultural Competence training, as approved or provided by County, with a focus on the sub-populations of Native American, Southeast Asian, and monolingual Spanish speakers.
- 17) Staffing – shall be accordance with staffing as represented in Care Center Budget – AOT, attached and incorporated herein as **EXHIBIT C**.
- 18) Expected Outcomes

Contractor shall provide AOT services with the intent to meet the following expected outcomes:

- a) Housing status
 - (1) A minimum 15% improvement after 6+ months of engagement with services
 - (2) A minimum of 20% improvement after 12+ months of engagement with services
- b) Hospitalizations/Emergency Room usage
 - (1) A minimum of 15% fewer visits to hospital emergency rooms for psychiatric reasons after six+ months of engagement with services
 - (2) A minimum of 20% fewer visits to hospital emergency rooms for psychiatric reasons after 12+ months of engagement with services.
 - (3) A minimum of 15% fewer hospitalizations and /or a minimum of 15% fewer days spent in psychiatric inpatient hospitalizations after six + months of engagement with services.
 - (4) A minimum of 20% fewer hospitalizations and/or days spent in inpatient psychiatric hospitalizations after 12+ months of engagement with services.
- c) Incarcerations
 - (1) A minimum of 15% fewer arrests, and/or a minimum of 15% fewer days spend incarcerated after six+ months of engagement with services.
 - (2) A minimum of 20% fewer arrests and/or days spend incarcerated after 12+ months of engagement with services.
- d) Harmful Behaviors
 - (1) 95% or more will have a completed WRAP.
 - (2) 95% or more of WRAP will be completed within 30 days of starting AOT services.

C. Community Outreach

Contractor shall:

- a) Engage in activities throughout the community in order to advertise the Center's availability and services inclusive of a variety of outreach methods to include but not be limited to: development and distribution of flyers, brochures, and speaking at public events.
- b) Maintain collaborative relationships with the law enforcement agencies in Shasta County, including Probation; the local hospital emergency rooms;

medical professionals and other Shasta County community-based mental health organizations. Contractor shall be actively involved in facilitating access to these resources as needed to meet the needs of the community.

- c) Conduct a minimum of four outreach activities per month for the first six months that the Center is open to include information on available services, procedures for accessing the Center and establish lines of communication.
- 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 the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. 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."

IV. The Section 4. **COMPENSATION** of the Agreement is amended as to effective date of this First Amendment in its entirety, to read as follows:

- A. In accordance with the budgets as prescribed in **EXHIBITS A (CARE CENTER BUDGET – ALL PROJECTS) , C (CARE CENTER BUDGET – AOT), and D (CARE CENTER BUDGET - INNOVATIONS)**, attached and incorporated herein, and together referred to as "Budget(s)" and in accordance with the rates as set forth in **EXHIBIT E (Rates for Assisted Outpatient Treatment)**, attached and incorporated herein, County shall pay to Contractor a maximum of \$1,290,000 per County Fiscal Year for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") and the Executive Office of the President of the United States for satisfactorily providing services pursuant to this Agreement.
- B. Total line item budgeted costs per Budget and per fiscal year may vary up to a maximum of 15 percent between categories within each budget line item with prior written approval of the County's Health and Human Services Agency, ("HHSA") Director ("Director") or any HHSA Branch Director as designated by the HHSA Director, and provided the maximum amount of compensation per County fiscal year of this Agreement is not exceeded.
- C. In no case whatsoever shall the maximum compensation payable under this Agreement for Clients referred by County for AOT services, as described in Section 2.B., exceed \$1,500,000 during the entire term of the Agreement.
- D. In no case whatsoever shall the maximum compensation payable under this Agreement for Clients receiving Innovation services, as described in Section 2.A., exceed \$2,220,000 during the entire term of the Agreement.

- E. Overhead/Administrative expenses shall be calculated at an amount not to exceed 15 percent of direct expenses and shall not exceed \$380,731.50 during the entire term of the Agreement for all Projects.
- F. In no event shall the maximum amount payable under this Agreement exceed \$3,870,000 for all Projects during the entire term of the Agreement.
- G. Contractor's violation or breach of Agreement terms may result in fiscal penalties, withholding of compensation, or termination of Agreement.

V. From the effective date of this First Amendment, **Exhibit A**, attached to the Agreement and entitled "**HILL COUNTY COMMUNITY CLINIC CARE CENTER BUDGET – ALL PROJECTS**", is replaced with **Exhibit A-1**, entitled "**HILL COUNTY COMMUNITY CLINIC CARE CENTER BUDGET – ALL PROJECTS**", attached and incorporated herein. From the date of execution of this First Amendment all references in the Agreement to **Exhibit A** shall be construed as references to **Exhibit A-1**. **Exhibit A** shall control from January 1, 2017, until the effective date of this First Amendment.

VI. From the effective date of this First Amendment, **Exhibit B**, attached to the Agreement and entitled "**HILL COUNTY COMMUNITY CLINIC CARE CENTER BUDGET – FPRRS**", is excluded from the Agreement. **Exhibit B** shall control from January 1, 2017, until the effective date of this First Amendment.

VII. From the effective date this First Amendment, **Exhibit D**, attached to the Agreement and entitled "**HILL COUNTY COMMUNITY CLINIC CARE CENTER BUDGET – AOT**", is replaced with **Exhibit D-1**, entitled "**HILL COUNTY COMMUNITY CLINIC CARE CENTER BUDGET – ALL PROJECTS**", attached and incorporated herein. From the date of execution of this First Amendment all references in the Agreement to **Exhibit D** shall be construed as references to **Exhibit D-1**. **Exhibit D** shall control from January 1, 2017, until the effective date of this First Amendment.

VIII. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IX. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

X. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective July 1, 2018.
[SIGNATURE PAGE FOLLOWS]

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

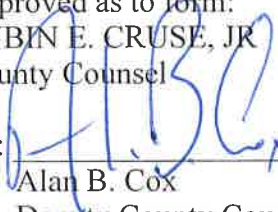
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By:  6/14/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/14/18
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 6/14/18

By: 
Lynn Dorroh,
Executive Director

Tax I.D.#: On File

Exhibit A-1

HILL COUNTRY COMMUNITY CLINIC CARE CENTER BUDGET - ALL PROJECTS

Shasta County Health & Human Services Agency
1810 Market Street
Redding, CA 96001

Hill Country Community Clinic
P.O. Box 228
Round Mountain, CA 96084

Multi-Year Service Budgets

| Budget Category | Budget Period | | Budget Period | | Budget Period | | Total Budgeted Costs |
|-----------------------------|-----------------------|----------------|-----------------------|----------------|-----------------------|----------------|-------------------------|
| | Year 1 | | Year 2 | | Year 3 | | |
| | 01/01/2017-12/31/2017 | | 01/01/2018-12/31/2018 | | 01/01/2019-12/31/2019 | | |
| Personnel/Position | FTE | | FTE | | FTE | | |
| LCSW/MFT | 2.75 | 206,250.00 | 3.60 | 275,340.00 | 3.60 | 283,601.00 | 765,191.00 |
| Case Managers | 4.58 | 206,250.00 | 7.00 | 280,275.00 | 7.00 | 264,813.00 | 751,338.00 |
| Engagement/Outreach Workers | 2.75 | 96,250.00 | 2.00 | 74,880.00 | 2.00 | 77,126.00 | 248,256.00 |
| Site Manager | 1.00 | 55,000.00 | 0.57 | 31,460.00 | 0.40 | 23,340.00 | 109,800.00 |
| | | | | | | | |
| Fringe Benefits (25%) | | 140,939.00 | | 165,492.00 | | 162,221.00 | 468,652.00 |
| Total Salary and Benefits | | 704,689.00 | | 827,447.00 | | 811,101.00 | 2,343,237.00 |
| | | | | | | | |
| Operating Expenses | | | | | | | |
| Client Support Services | | 55,000.00 | | 60,000.00 | | 60,000.00 | 175,000.00 |
| Contracted Services | | 121,465.00 | | 109,492.00 | | 106,307.00 | 337,264.00 |
| Rent & Utilities | | 120,627.00 | | 100,050.50 | | 97,949.00 | 318,626.50 |
| Program Supplies | | 45,220.00 | | 43,555.00 | | 36,410.00 | 125,185.00 |
| Travel & Training | | 28,700.00 | | 15,350.00 | | 13,750.00 | 57,800.00 |
| | | | | | | | |
| Total Operating Expenses | | 371,012.00 | | 328,447.50 | | 314,416.00 | 1,013,875.50 |
| | | | | | | | |
| Other Expenses | | | | | | | |
| Fixed Assets | | 79,519.00 | | 0.00 | | 0.00 | 79,519.00 |
| Start-up Costs | | 52,637.00 | | 0.00 | | 0.00 | 52,637.00 |
| Total Other Expenses | | 132,156.00 | | 0.00 | | 0.00 | 132,156.00 |
| | | | | | | | |
| Total Expenses | | 1,207,857.00 | | 1,155,894.50 | | 1,125,517.00 | 3,489,268.50 |
| | | | | | | | |
| Administrative Cost | | 132,143.00 | | 134,105.50 | | 114,483.00 | 380,731.50 |
| (Not to exceed 15%) | | | | | | | |
| Totals | | \$1,340,000.00 | | \$1,290,000.00 | | \$1,240,000.00 | \$3,870,000.00 |

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

Exhibit D-1

HILL COUNTRY COMMUNITY CLINIC CARE CENTER BUDGET - INNOVATIONS

Shasta County Health & Human Services Agency
1810 Market Street
Redding, CA 96001

Hill Country Community Clinic
P.O. Box 228
Round Mountain, CA 96084

Multi-Year Service Budgets

| Budget Category | Budget Period | | Budget Period | | Budget Period | | Total Budgeted Costs |
|-----------------------------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|-------------------------|
| | Year 1 | | Year 2 | | Year 3 | | |
| | 01/01/2017-12/31/2017 | | 01/01/2018-12/31/2018 | | 01/01/2019-12/31/2019 | | |
| Personnel/Position | FTE | | FTE | | FTE | | |
| LCSW/MFT | 1.83 | 137,500.00 | 2.60 | 198,090.00 | 2.60 | 204,033.00 | 539,623.00 |
| Case Managers | 1.83 | 82,500.00 | 4.00 | 164,400.00 | 4.00 | 169,332.00 | 416,232.00 |
| Engagement/Outreach Workers | 2.75 | 96,250.00 | 2.00 | 74,880.00 | 2.00 | 77,126.00 | 248,256.00 |
| Site Manager | 0.60 | 33,000.00 | 0.17 | 8,800.00 | | | 41,800.00 |
| | | | | | | | |
| Fringe Benefits (25%) | | 87,313.00 | | 111,545.00 | | 112,624.00 | 311,482.00 |
| | | | | | | | |
| Total Salary and Benefits | | 436,563.00 | | 557,715.00 | | 563,115.00 | 1,557,393.00 |
| | | | | | | | |
| Operating Expenses | | | | | | | |
| Client Support Services | | 15,000.00 | | | | | 15,000.00 |
| Contracted Services | | 51,233.00 | | 43,760.00 | | 45,075.00 | 140,068.00 |
| Rent & Utilities | | 66,615.00 | | 49,460.00 | | 50,945.00 | 167,020.00 |
| Program Supplies | | 16,010.00 | | 17,000.00 | | 17,510.00 | 50,520.00 |
| Travel & Training | | 15,000.00 | | 3,250.00 | | 3,250.00 | 21,500.00 |
| | | | | | | | |
| Total Operating Expenses | | 163,858.00 | | 113,470.00 | | 116,780.00 | 394,108.00 |
| | | | | | | | |
| Other Expenses | | | | | | | |
| Fixed Assets | | 39,759.00 | | 0.00 | | 0.00 | 39,759.00 |
| Start-up Costs | | 25,460.00 | | 0.00 | | 0.00 | 25,460.00 |
| Total Other Expenses | | 65,219.00 | | 0.00 | | 0.00 | 65,219.00 |
| | | | | | | | |
| Total Expenses | | 665,640.00 | | 671,185.00 | | 679,895.00 | 2,016,720.00 |
| | | | | | | | |
| Administrative Cost | | 74,360.00 | | 68,815.00 | | 60,105.00 | 203,280.00 |
| (Not to exceed 15%) | | | | | | | |
| Totals | | \$740,000.00 | | \$740,000.00 | | \$740,000.00 | \$2,220,000.00 |

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-11.

SUBJECT:

Agreement with CPS HR Consulting.

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: (1) Chairman to sign an agreement with CPS HR Consulting, in an amount not to exceed \$43,750 to provide leadership training and the Clifton StrengthsFinder assessment (Online Assessment) for the period from date of signing through January 31, 2019, or upon the completion of the entire Training Program, whichever comes first; and (2) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to authorize selected staff to sign or electronically sign terms and conditions for accessing the Clifton StrengthsFinder Online Assessment.

SUMMARY

This agreement will provide a five month training program to approximately 30 Health and Human Services Agency (HHSA) managers to expand leadership skills for HHSA staff.

DISCUSSION

With the promotion of numerous staff to management positions in the past few years, HHSA sees the need to provide training to these staff to help further develop their leadership skills. In addition, with the different branches within HHSA, these trainings will provide opportunity for team-building and cross-collaboration for the managers in the different branches. The training programs will include Implementing Strengths-Based Leadership, Creating a Culture of Trust, Improving Employee Performance and Accountability, Relationship Strategies in the Workplace, Leading Effectively, Building High Performing

Teams, Coaching as a Management Tool, and Employee Engagement Motivation. CPS HR Consulting is using the Clifton StrengthsFinder Online Assessment, a strengths-based product, to assist staff in determining their strengths and weaknesses. This is an online assessment, and requires the users to accept their terms and conditions.

ALTERNATIVES

The Board could choose not to approve the agreement or request revisions be made to the agreement

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The Clifton StrengthsFinder Online Assessment terms and conditions have been reviewed and approved by County Counsel, Risk Management, and Information Technology. This recommendation has been reviewed by the County Administrative Office.

FINANCING

HHSA’s Fiscal Year 2018-19 Recommended Budget includes sufficient appropriation authority for the activities described in this agreement. No additional County General Funds are requested.

ATTACHMENTS:

| Description | Upload Date | Description |
|--|-------------|--|
| Agr.BSS.CPS HR Consulting.Leadership Training.2018 | 6/19/2018 | Agr.BSS.CPS HR Consulting.Leadership Training.2018 |

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND CPS HR CONSULTING

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 CPS HR Consulting, California Joint Powers Authority ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the purpose of delivering training program to build leadership skills and competencies for supervisors and managers.

Section 1. DEFINITIONS.

- A. **Training Program** means courses, collectively 10 days in a two-day block format over five-month schedule, as described in **Attachment A, Scope of Training Program**, attached and incorporated herein.
- B. **DiSC® Assessment** is a registered trademark assessment tool to improve work productivity, teamwork, and communication.

Section 2. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall:
 - (1) Provide the Training Program as described in **Attachment A** in Redding, CA in a training venue designated by County.
 - (2) Make travel and accommodation arrangements.
 - (3) Provide all Training Program materials prior to Training Program schedule as described in **Attachment A**, including, but not limited to:
 - a. Implementing Strengths-Based Leadership book and code;
 - b. Pre-Seminar Gallup Clifton StrengthsFinder® Online Assessment; and
 - c. Other pertinent materials (electronic or printed participant materials), per Training Program course.

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 4 and 5 of this agreement and monitor the outcomes achieved by Consultant.
- B. Provide the Training Program venue to accommodate up to 30 County participants.
- C. Provide equipment, including but not limited, to:
 - (1) Easel,
 - (2) Projector.
- D. Designate a County onsite point of contact who will receive the shipment of Training Program materials prior to each scheduled course.

- E. Schedule County participants in a class size up to 30-participants and confirm with Consultant at least two-weeks prior to each Training Program course as described in **Attachment A**.
- F. Participate in the Gallup Clifton Strengths Finder® Online Assessment ("Online Assessment") prior to Training Program. Each participant is required to accept Terms and Conditions for the access to the Online Assessment described in Section 2A(3)(b). The County is granted authority to authorize its employees to accept the Terms and Conditions of the Online Assessment solely for the purpose of accessing and completing the Online Assessment as described in **Attachment B, Terms and Conditions**, attached and incorporated herein.

Section 4. COMPENSATION.

- A. Consultant shall be paid for Training Program, as follows:
 - (1) \$5,000 for services rendered: Implementing Strengths-Based Leadership course;
 - (2) \$4,000 for services rendered: Creating a Culture of Trust course;
 - (3) \$7,000 for services rendered: Improving Employee Performance and Accountability course;
 - (4) \$8,750 for services rendered: Relationship Strategies in the Workplace course;
 - (5) \$4,000 for services rendered: Leading Effectively course;
 - (6) \$7,000 for services rendered: Building High Performing Teams course;
 - (7) \$4,000 for services rendered: Coaching as a Management Tool course; and
 - (8) \$4,000 for services rendered: Employee Engagement and Motivation course.
- B. In no event shall maximum compensation exceed \$43,750 during the entire term of the agreement for the services described in this agreement.
- C. Consultant'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. Consultant shall submit to County Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation and/or receipts. County shall make payment within 30 days of receipt of Consultant's correct and approved billhead or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

- A. This agreement shall commence as of the last date it has been signed by both Parties and shall end January 31, 2019 or upon completion of entire Training Program, whichever comes first.

Section 7. TERMINATION OF AGREEMENT.

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

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and 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 Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

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.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-

owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance

Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

- A. Except as provided in section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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

If to Consultant: Title Karen Evans, PhD
Business Name CPS HR Consulting
Business Mailing Address 2450 Del Paso Rd., Suite 120
City, State Zip Sacramento, CA 95834
Phone: (916) 471-3341
Fax: (916) 263-3600

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. 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 24. 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 25. 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 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: [Signature] 6/13/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: [Signature]
~~James Johnson~~ Monica Fugitt
Risk Management Analyst Chief Fiscal Officer

**INFORMATION TECHNOLOGY
APPROVAL**

By: [Signature] 6/18/18
Tom Schreiber
Chief Information Officer Gretchen Allen, Dep. Dir.

CONSULTANT

[Signature]
Melissa Asher,
Senior Practice Leader

Date: 6/15/18

Tax I.D.#: _____ on file

SCOPE OF TRAINING PROGRAM

Consultant shall provide the following training 10-day courses to the County at their location determined by County. All courses jointly are called Training Program. Courses are highly interactive and can accommodate up to 30 County participants in each session.

Course Title and Dates of Training

| Date | Number of days | Course Title |
|-------------------------------------|----------------|---|
| July 17, 2018 | 1 day | Implementing Strengths-Based Leadership |
| July 18, 2018 | 1 day | Creating a Culture of Trust |
| August 6, 2018 – August 7, 2018 | 2 days | Improving Employee Performance and Accountability |
| September 13, 2018 | 1 day | Relationship Strategies in the Workplace |
| September 14, 2018 | 1 day | Leading Effectively |
| October 22, 2018 – October 23, 2018 | 2 days | Building High Performing Teams |
| November 28, 2018 | 1 day | Coaching as a Management Tool |
| November 29, 2018 | 1 day | Employee Engagement and Motivation |
| Total | 10 days | |

Course Descriptions

Implementing Strengths-Based Leadership

1-day course

In this workshop you will take the Gallup Clifton StrengthsFinder® assessment, gain an understanding of your strengths, and those of your team, and investigate what areas you are strong in, and as well as where opportunities exist to fill in gaps with new talent and strengths. Participants will take a deep dive into understanding Gallup's 34 Signature Themes of Talent, the 4 Leadership Domains, and will complete exercises to grow in use of these concepts in their daily work.

Learning Objectives

- Understand why focusing on strengths can lead to increased engagement and improved performance.
- Enhance your self-awareness through a deeper understanding of your unique strengths and talents.
- Learn new ideas and techniques to understand and leverage the strengths and talents of others.
- Develop a plan to guide your team to the next level in use of members' strengths to drive increased performance and results.

Creating a Culture of Trust

1-day course

Creating, nurturing, and safeguarding trust may be the most important aspect of a work environment for manager and employee alike. In today's workplace, employee and manager often work remotely, whether in the field, down the hall, or in separate buildings altogether. Without mutual trust, work relationships suffer, communication breaks down, productivity slows, and engagement on the job all but disappears. This session sheds light on the value and importance of trust as an essential ingredient in the workplace. It provides a context for why trust has eroded and offers solutions, strategies, and action plans that redirect to create and maintain relationships where a culture of trust can thrive.

Learning Objectives

- Learn the value and importance of trust in today's workplace.
- Understand the history and context that overlay our ability to trust at work.
- Discover behaviors and actions that generate trust – and those that diminish it.
- Develop strategies to be more transparent in the workplace.
- Create a context for conversation between manager and employees that creates and nurtures trust and engagement for both.
- Draft agreements for improving trusting relationships at work.
- Create an action plan to cultivate a culture of trust in your workplace.

Improving Employee Performance and Accountability

2-day course

This course is intended for supervisors and managers who are responsible to set expectations, improve employee performance, and ensure employee accountability. It encompasses job documentation, communicating expectations and coaching employees to ensure success. Participants will learn the steps to identify and establish performance measurements and conduct the Performance Appraisal/Individual Development Plan. Additionally, participants will learn to give continual positive and negative feedback as well as to provide the necessary ingredients for sufficient and effective documentation to support the progressive discipline process. Participants will know how to support the assessment of the appropriate adverse action when necessary. Most importantly, participants will be able to motivate employees to change behavior and learn the steps to sustain the new performance level.

Learning Objectives

- Be able to list how to set expectations to ensure employee accountability.
- Recognize the steps to identify and establish performance standards.
- Determine performance measurements to ensure accountability for each of the competencies listed on the Individual Development Plan (IDP).
- Apply the steps to effective employee coaching.
- Develop the ability to give more effective positive and negative feedback.
- Conduct the probationary performance review.
- Conduct an effective annual performance review/Individual Development Plan.
- Understand the necessary ingredients for sufficient and effective documentation.

- List the steps in the progressive discipline process.
- Support the assessment and facilitate the determination of the appropriate adverse action when necessary.
- Motivate employees to change behavior and learn the steps to sustain the new performance level.

Relationship Strategies in the Workplace

1-day course

Ever wonder why others behave the way they do? Ever wonder how you come across to them? In this class, you will increase effectiveness and understanding of others (and yourself) in the workplace. We use a four-part model to explain and interpret human behavior. It is a non-threatening way to present information about personality style so they can be viewed in a positive light. Then, it gives more specific personality information to individuals to build strong relationships in the workplace.

Learning Objectives

- Describe the four dimensions of personality.
- Identify your own work behavioral style(s) as well as the strengths and drawbacks of each style.
- Build on personal strengths and minimize weaker areas for increased effectiveness.
- Improve work relationships through understanding different behavioral styles, and what each must contribute to the team.

Leading Effectively

1-day course

Leading Effectively helps managers and supervisors strengthen their abilities to challenge, inspire, empower, model, and encourage. These abilities will enable them to lead others in getting extraordinary things done in their organizations. Based on research presented in the best-selling book *The Leadership Challenge*, this workshop focuses on practices common to most extraordinary leadership achievements. The workshop also focuses on concrete behaviors that are the basis for these important leadership practices.

Learning Objectives

- Understand the difference between management and leadership.
- Understand the key ingredients of effective leadership.
- Identify their own leadership strengths and areas to improve.
- Model the behavior they expect of others.
- Inspire a shared vision.
- Challenge the process to stimulate innovation and change.
- Enable others to act by fostering teamwork, collaboration, and trust.
- Encourage the heart by recognizing and celebrating people's contributions.

Building High Performing Teams

2-day course

Team leaders need to know the basic concepts of building and maintaining an effective team. Effective teams produce at higher levels with better quality. Building High Performance Teams will demonstrate the power of teams and show team leaders how to use accountability and responsibility to improve their team's measurable performance.

Learning Objectives

- Understand teams, the dynamics of team development, and the principles and practices of team building.
- Develop a high-performance team.
- Develop and maintain team goals, expectations and ground rules.
- Establish and clarify team roles and responsibilities.
- Foster and promote collaboration and trust among team members.
- Empower team members and motivate them to develop buy-in and ownership.
- Manage the behavior of difficult people on your team.
- Develop and maintain team commitment to goals and objectives.

Coaching as a Management Tool

1-day course

This session looks at a shift in approach to managing employees that lends itself more to coaching than traditional top-down management. Technology and workplace changes have given employees more autonomy and freedom to be selective about priorities. The prominence of knowledge workers requires a different style of managing than the command-and-control regimen of the past.

At its core, coaching revolves around asking questions that help people discover the answers that are right for them. It stretches employees' thinking so they can be more creative in their decision making, solve problems on their own, and enjoy more clarity and innovation. This session affords managers and supervisors a new approach and specific tools to engage and elicit high performance from employees.

Learning Objectives

- Identify candidates who would most benefit from coaching.
- Discover methods to begin that process.
- Understand when to manage, when to coach, and why.
- Learn the four key foundational elements of successful coaching.
- Discover ways to establish and maintain trust in coaching relationships.
- Learn and practice key communication tools essential to coaching.
- Identify next steps and action plans.

Employee Engagement and Motivation

1-day course

This highly-interactive workshop will provide public sector managers with new strategies and tools to leverage government's most important resource: its people. Organizations with highly-engaged employees outperform those with low employee engagement, yet most

government agencies still don't survey their employees or fully implement evidence-based strategies to increase employee engagement. Managers can play a significant role in increasing employees' engagement levels—and make it more likely they'll go the extra mile for their organization.

Learning Objectives

- Define and recognize employee engagement.
- Communicate the value of employee engagement.
- Explore a process for measuring engagement.
- Identify public sector engagement strategies.
- Practice aligning engagement strategies with agency needs.
- Create an initial action plan for prioritizing employee engagement.

TERMS AND CONDITIONS

Last Updated: 11/16/2015 from <http://www.gallup.com/shared/188507/product-terms.aspx>

The following terms and conditions are applicable to the usage of Clifton StrengthsFinder®

Clifton StrengthsFinder® and BP10TM Terms

Strengths-based products are offered as a service of Gallup, Inc. and were created to enable people to discover, develop and apply their Strengths in every aspect of their lives. Your use of Strengths products or services is governed by these Product Terms. By purchasing and using Strengths products or services, you accept without limitation or qualification all Product Terms. Gallup reserves the right, at its sole discretion, to change, modify, add or remove portions of these Product Terms at any time. All changes are effective immediately when posted. Gallup will notify you when any material changes, modifications or additions to these Product Terms are made. Your continued use of the Gallup services means that you accept and agree to these changes. You will be subject to the terms and conditions, policies and Product Terms in force at the time that you use the Gallup Services. If any of these Product Terms are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not be part of this Agreement. For the purposes of these Product Terms, the words content, assessment(s), tool(s), Strength(s) and StrengthsFinder(s) refer jointly and separately to the Clifton StrengthsFinder® and the Builder Profile 10TM (BP10TM) products and services.

These Product Terms incorporate the provisions contained in Gallup's Site Terms of Use and Sale.

All Strengths materials published by Gallup in any form of media, including, but not limited to, text, news articles, photographs, images, illustrations, audio clips, video clips, poll results, trademarks, service marks, logos, training materials, and other material (collectively, "Content"), are protected by U.S. and international copyright and other intellectual property laws and are owned or controlled by Gallup, Inc. or the party credited as the provider of the Content.

You may use Content on the Gallup Strengths Center website and from the Strengths Coaching Kits for personal or organizational purposes. You may not copy or republish Content from the website or Strengths Coaching Kit materials, except for those items included on the Strengths Coaching Kit portable media device (DVD or USB flash drive). The items on the portable media device are specifically designed for republication for personal or organizational purposes.

In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights in these copyrighted materials by downloading them. To protect the science and concepts behind Gallup's Strengths work, Gallup reserves the right to audit any user created content. Based on the results of that audit, Gallup may require modification of user created content.

For specific trademark and copyright information, please review the Trademark and Copyright Guidelines under the Site Terms of Use and Sale Agreement.

If you are purchasing or accessing Strengths Content for use by someone other than yourself, you are responsible for complying with the additional Professional Conduct Rules.

Ownership of Individual Strengths

The individual who participated in the Clifton StrengthsFinder or BP10 assessment owns his or her results, regardless of whether the individual purchased the Access Code or the Access Code was purchased for his or her benefit. Only this individual can give permission to share his or her results. If an employer, coach, consultant, or other individual or entity (collectively, the "Purchaser") purchases Clifton StrengthsFinder or BP10 access for an individual, the Purchaser may be granted access to the results, but the individual will still own the results, and the Purchaser may not share the individual results without prior consent from the individual. Purchasers who receive access to individual results have an obligation to protect the privacy and confidentiality of the individual.

The Assessments offered on the Gallup Strengths Center website are intended to be used by individuals age 14 years and older. If you are a school administrator, teacher, or otherwise part of an educational organization and you intend to have students participate in any Gallup assessment, you agree to take all necessary actions to comply with applicable student privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

Access Codes for Clifton StrengthsFinder and BP10

Each individual will receive an Access Code to participate in the Clifton StrengthsFinder or BP10 assessment they purchased. Purchasers are responsible for the distribution of Access Code(s) and for any uses, acts, or omissions while their Access Code(s) are being used.

Professional Conduct Rules

In your use of the content, any related Strengths materials or the individual Strengths of another individual for the purposes of coaching, training or consulting with that individual or an organization, you agree to conduct yourself in a way that reflects positively on Gallup and the Content. The following Professional Conduct Rules are the minimum expectations Gallup places on the relationships you create with individuals or organizations.

- You acknowledge that nothing in the Product Terms, the Professional Conduct Rules, or your work with Strengths shall be construed as creating a partnership, joint venture, agency relationship, or the granting of a franchise between Gallup and you.
- You shall not make any representations, warranties, or guarantees to anyone on behalf of Gallup.
- You will not knowingly make untrue or misleading claims, and you are responsible for setting clear, appropriate, and culturally sensitive boundaries.
- You acknowledge that Clifton StrengthsFinder or BP10 assessments are not validated as selection/hiring tools under the Uniform Guidelines promulgated by the EEOC, and as such, you will not use a Clifton StrengthsFinder or BP10 assessment as a hiring tool or for selection purposes.
- You shall not advertise, promote, or suggest in any manner that the services you provide to individuals or organizations in connection with the Strengths Content are provided by

or sponsored by Gallup, except to state that, if applicable, you have completed one or more Gallup Strengths Workshops, or you have successfully completed all requirements for coaching certification. Additionally, you will not claim that you are employed by, affiliated with, or sponsored by Gallup.

- You will not claim to be a Gallup-Certified Strengths Coach unless you complete the requirements to be certified, which includes successful completion of any required recertification programs.
- You will respect the right of the individual or organization to terminate the consulting process at any time.
- You will respect the confidentiality of the individual's or organization's information, except as otherwise authorized by the individual or organization or as required by law.
- You will obtain agreement from the individual or organization before releasing their names as clients or references or any other identifying information.
- You will obtain agreement from any person you consult with before releasing information to another person compensating you.
- You will accurately create, maintain, store, and dispose of any records of work done in relation to the practice of consulting in a way that promotes confidentiality and complies with any applicable laws.
- Your use of the Content shall not harm the reputation of Gallup or the Content.
- You must notify all participants in writing of Gallup's trademarks. A complete listing of Gallup's trademarks can be found here.
- You must notify all participants in writing that you and your company are not authorized representatives of Gallup, and you must include the following in any non-Gallup material:

The non-Gallup information you are receiving has not been approved and is not sanctioned or endorsed by Gallup in any way. Opinions, views, and interpretations of Clifton StrengthsFinder or BP10 results are solely the beliefs of [Insert Name of Company or Individual].

End of Clifton StrengthsFinder and BP10 Product Terms

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-12.

SUBJECT:

Training Services Agreements with the University of California, Davis

DEPARTMENT: Health and Human Services Agency-Business and Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Tracy Tedder, Branch Director, HHSA Business & Support Services,
(530) 229-8419

STAFF REPORT APPROVED BY: Tracy Tedder, Branch Director, HHSA Business & Support Services

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

RECOMMENDATION

Take the following actions regarding the Regents of the University of California, Davis training agreements for the period July 1, 2018 through June 30, 2019: (1) Approve and authorize the Chairman to sign a renewal agreement in the amount of \$25,500 to provide training for staff in Child Welfare; and (2) approve and authorize the Chairman to sign a renewal agreement in the amount of \$119,000 to provide training for staff within the Health and Human Services Agency.

SUMMARY

Approval of these agreements will allow University of California, Davis (UCD) to continue to provide training to Health and Human Services Agency (HHSA) staff in accordance with the annual training plan submitted to and approved by the Training Bureau of the California Department of Social Services (CDSS).

DISCUSSION

UCD has been satisfactorily providing training to HHSA staff for many years. Through these agreements, UCD will continue to provide training to HHSA staff in subject areas selected by HHSA. Because UCD supports this effort by providing matching resources equal to the County's share of cost under a training collaborative arrangement, California counties receive a training opportunity that could not easily be procured at this cost through other providers outside of these arrangements. Matching resources for Child Welfare differ from those available for other areas within the HHSA requiring separate contracts for these training components.

ALTERNATIVES

The Board could choose not to approve these agreements or direct HHSA staff to seek alternative training services.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Ninety percent (\$22,950) of the Child Welfare training agreement is reimbursed through the Federal Child Welfare Services training allocation, with ten percent (\$2,550), equal to the County share of cost, funded by UCD as an in-kind match. Ninety percent (\$107,100) of the HHSA trainings for other programs are reimbursed through federal and state allocations with ten percent (\$11,900), equal to the County share of cost, funded by UCD as an in-kind match. These funds are included in the Social Services Administration FY 2018-19 Adopted Budget. No additional County General Funds are requested.

ATTACHMENTS:

| Description | Upload Date | Description |
|------------------------------------|-------------|------------------------------------|
| Training Agreement - Child Welfare | 6/18/2018 | Training Agreement - Child Welfare |
| Training Agreement - HHSA | 6/18/2018 | Training Agreement - HHSA |

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UC DAVIS EXTENSION
www.extension.ucdavis.edu

1333 RESEARCH PARK DRIVE
DAVIS, CALIFORNIA 95618-4852

Agreement #CW-2018-29

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and SHASTA COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2018 through June 30, 2019. All courses must be completed by June 30, 2019.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' 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, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

Agreement #CW-2018-29

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Shasta County
Health and Human Services Agency
1810 Market Street
Redding, CA 96001

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

Shasta County
HHSA Business and Support Services
PO Box 496005
Redding, CA 96049-6005

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship.

Agreement #CW-2018-29

University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By [Signature]
Name Paul M. McNeil
Title Dean, UC Davis Extension

Date 3/12/2018

FEIN: 94-6036494

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

SHASTA COUNTY

By _____
Name
Title

Date _____

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel
By: [Signature] 6/15/18
Alan B. Cox, Deputy County Counsel

RISK MANAGEMENT APPROVAL
By: [Signature] 6/18/2018
James Johnson, Risk Management Analyst

EXHIBIT A

TRAINING PROGRAM

1. 6.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

| | |
|--|-------------|
| Total cost of training under this agreement is | \$25,500.00 |
| University's in-kind contribution | \$ 2,550.00 |
| User's share of cost | \$22,950.00 |

UNIVERSITY OF CALIFORNIA, DAVIS

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Agreement #GENT-2018-29

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WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

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 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2018 through June 30, 2019. All courses must be completed by June 30, 2019.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
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5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' 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, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
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Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

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UC Davis Extension
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HHSA Business and Support Services
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Redding, CA 96049-6005

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University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship.

University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: [Signature]
Name Paul McNeil
Title Dean, UC Davis Extension

Date 3/27/2018

FEIN: 94-6036494

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

By: _____
Deputy

SHASTA COUNTY

By: _____
Name
Title

Date _____

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By: [Signature] 6/15/18
Alan B. Cox, Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: [Signature] 06/16/2018
James Johnson
Risk Management Analyst

EXHIBIT A

TRAINING PROGRAM

1. 28.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

| | |
|--|--------------|
| Total cost of training under this agreement is | \$119,000.00 |
| University's in-kind contribution | \$ 11,900.00 |
| User's share of cost | \$107,100.00 |

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-13.

SUBJECT:

Mental Health Services Act Fiscal Year 2018-19 Annual Update

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) 245-5899

STAFF REPORT APPROVED BY: Donnell Ewert, Select Title, Health and Human Services Agency

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

RECOMMENDATION

Adopt the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2018-19.

SUMMARY

The proposed Annual Update (Plan) will allow Shasta County to continue to provide services pursuant to the Mental Health Services Act (MHSA).

DISCUSSION

In November 2004, California voters approved Proposition 63, the MHSA, which became effective January 1, 2005. The purpose of the initiative was to dedicate additional funds for the provision of enhanced mental health services. The planning process for MHSA was initiated in mid-2005 and continues today. The process includes many community forums, stakeholder groups, and other public input-gathering activities.

Between 2005 and 2012, all annual updates and three-year program and expenditure plans were approved by the California Department of Mental Health, pursuant to Welfare and Institutions Code (W&I). Senate Bill 1136, which went into effect on June 27, 2012, amended W&I to require all county annual updates and three-year program and expenditure plans to be adopted by the local county Board of Supervisors, be certified by the County Auditor-Controller, and then forwarded to the state Mental Health Services Oversight and Accountability Commission.

The Plan is a progress report on the MHSA Three-Year Program and Expenditure Plan adopted in September 2017, which discusses Mental Health Services Act activities in Shasta County and was created with support and input from more than 300 MHSA stakeholders, the MHSA Advisory Committee, and the Mental Health Alcohol and Drug Advisory Board (MHADAB). The content covers Fiscal Year (FY) 2018-19 and includes information on the community planning process, program updates, budgets, and program data and evaluations.

Highlighted in this document are many MHSA-funded programs that share common goals of effectively serving individuals and families in our community who experience mental illness, reducing the long-term adverse impact of mental illness, and promoting wellness and recovery. Programs address a broad continuum of prevention, early intervention, crisis, and service needs, as well as the necessary infrastructure to provide support. Included are strategies and activities that serve older adults, adults, transition age youth, and children. Just a few examples are the new CARE Center, The Woodlands permanent supportive housing, consumer-run wellness centers, the Full Service Partnership program, the MHSA Volunteer Program, Crisis Residential Recovery Center services, the Brave Faces Portrait Gallery, and the Suicide Prevention Workgroup.

Of special note this year is the Plan for Funds Subject to Reversion on page 42 of the report. MHSA funds must be spent within three years of receiving them, or they revert back to the state for redistribution. In 2017, AB 114 became law and reverted unspent funds from FY 14/15 and earlier years, and reallocated the funds to the county of origin. The California Department of Health Services (DHCS) determined that Shasta County had \$422,238 in unspent funds in the one-time 10-year allocation for Capital Facilities and Technological Needs. The County felt this was an error and appealed this finding, and since the publication of the annual update, we learned that our appeal was upheld. DHCS also determined that \$1,784,475 in Innovation funds from FY 14/15 and prior years were not spent timely and should revert to the state. Fortunately, the state Mental Health Services Oversight and Accountability Commission had previously approved the CARE Center project operated by Hill County Health and Wellness Center as an Innovation Project, and the previously unspent funds will remain with the County and be expended on that project within the required five-year time period.

ALTERNATIVES

The Board of Supervisors could ask that the Plan be revised and resubmitted, or elect not to adopt it. This is not recommended as Board adoption of the Plan is required pursuant to W&I section 5847 and without it, the services and activities currently funded through MHSA would have to be suspended and/or discontinued. Shasta County’s share of MHSA funds may then be reallocated to other California counties.

OTHER AGENCY INVOLVEMENT

Pursuant to W&I Code section 5847, the Plan was circulated for public review and comment for 30 days, including public notification in Shasta County newspapers. The MHADAB closed the public comment period and held a public hearing about the Plan on June 6, 2018. No public comments were received. The MHADAB voted to approve the Plan at their regular meeting held on June 6, 2018. This recommendation has been reviewed by the County Administrative Office.

FINANCING

The funding referenced in this Plan has been included in the MHSA FY 2018-19 Recommended Budget (BU404) and the programs for the subsequent fiscal years will be included in future budget requests. MHSA programs receive no General Fund support. There is no impact to the County General Fund with approval of the recommendation.

ATTACHMENTS:

| Description | Upload Date | Description |
|--|-------------|--|
| MHSA Annual Update for Fiscal Year 2018-19 | 6/19/2018 | MHSA Annual Update for Fiscal Year 2018-19 |

MENTAL HEALTH SERVICES ACT

AN ANNUAL UPDATE TO THE
THREE-YEAR PROGRAM AND
EXPENDITURE PLAN

JUNE 2018



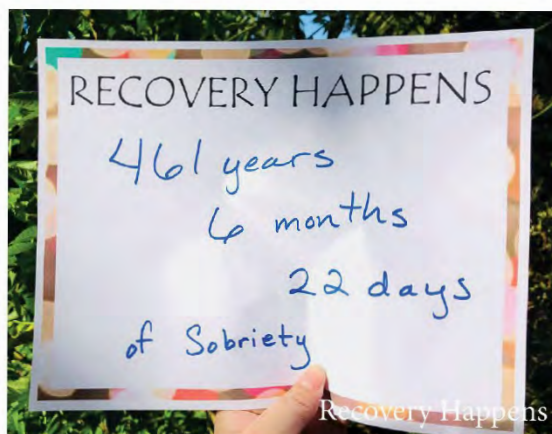
Health and Human
Services Agency



Crisis Residential and Recovery Center



Men's Mental Health Campaign



Recovery Happens



Shasta MHSA Academy

A Vision of Recovery

Recovery is a process of change through which people improve their health and wellness, live a self-directed life and strive to reach their full potential. There are many different pathways to recovery, and each individual determines his or her own way.

Supporting a Life in Recovery

Health: Overcoming or managing one's disease(s) or symptoms and for everyone in recovery, making informed, healthy choices that support physical and emotional wellbeing.

Home: A stable and safe place to live.

Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking or creative endeavors, and the independence, income and resources to participate in society.

Community: Relationships and social networks that provide support, friendship, love, and hope.

Guiding Principles of Recovery

Recovery emerges from hope.

Recovery is person-driven.

Recovery occurs via many pathways.

Recovery is holistic.

Recovery is supported by peers and allies.

Recovery is supported through relationship and social networks.

Recovery is culturally-based and influenced.

Recovery is supported by addressing trauma.

Recovery involves individual, family, and community strengths and responsibility.

Recovery is based on respect.

Source: Substance Abuse and Mental Health Services Administration (SAMHSA)

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MESSAGE FROM THE DIRECTOR

Our Mental Health Services Act programs continue to grow and thrive in Shasta County, and I'm pleased to share the highlights in this Fiscal Year 2018/2019 Annual Update.

The Mental Health Services Act was designed to create a system that promotes recovery and wellness for adults with serious mental illness and resiliency for children with severe emotional disturbance and their families. Thanks to collaboration among our clients, loved ones, service providers and many others, we continue to work diligently to provide people with the tools they need to make progress in their recovery from mental illness.



With the help of community partners, the Shasta County Health and Human Services Agency continues to provide Mental Health Services Act-funded programs that serve children, transitional age youth, adults and older adults. These programs align with our Agency's mission: "Engaging individuals, families and communities to protect and improve health and wellbeing."

We continue to grow and change our programs based on feedback from our community, and we measure the results of these programs to ensure that they are effective. This report outlines the progress we have made on some of the projects included in last year's Three-Year Program and Expenditure Plan, as well as our plans for the year to come. Because some people enjoy diving into the data more deeply than others, we have included more thorough reports in the Appendices section to supplement the summaries included in this report.

Thank you for reviewing this report and providing the feedback that continues to help us meet the needs of all Shasta County residents.

Sincerely,

Donnell Ewert, MPH
Shasta County Health and Human Services Agency Director
Mental Health Director

MENTAL HEALTH SERVICES ACT OVERVIEW

Proposition 63, known as the Mental Health Services Act, was approved by California voters in November 2004 and became law in January 2005. The Mental Health Services Act is an additional 1 percent tax on individual taxable income in excess of \$1 million, and that money funds a comprehensive approach to developing a system of community-based mental health services and supports. It addresses a broad continuum of prevention, early intervention and service needs, and the necessary infrastructure, technology and training elements that effectively support this system.

The purpose and intent of the Mental Health Services Act is:

To define serious mental illness among children, adults and seniors as a condition deserving priority attention, including prevention and early intervention services, and medical and supportive care.

To reduce the long-term adverse impact on individuals, families, and state and local budgets resulting from untreated serious mental illness.

To expand the kinds of successful, innovative service programs begun in California, including culturally and linguistically competent approaches for underserved populations. These programs have already demonstrated their effectiveness in providing outreach and integrated services, including medically necessary psychiatric services, and other services, to individuals most severely affected by or at risk of serious mental illness.

To provide state and local funds to adequately meet the needs of all children and adults who can be identified and enrolled in programs under this measure. State funds shall be available to provide services that are not already covered by federally sponsored programs or by individuals' or families' insurance programs.

To ensure that all funds are expended in the most cost-effective manner and services are provided in accordance with recommended best practices subject to local and state oversight to ensure accountability to taxpayers and to the public.

The Mental Health Services Act is divided into five components: Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Workforce Education and Training (WET), Capital Facilities and Technological Needs (CF/TN), and Innovation (INN). Through the community planning process, the projects and programs under each of these components are planned, developed, approved, implemented, monitored and updated.

Shasta County Health and Human Services Agency spearheads the community planning process and is responsible for outreach, providing opportunities to participate, involving consumers and/or family members and providing training when necessary. The community planning process involves many stakeholders, both individuals and agencies with an interest in mental health services in Shasta County.

COMMUNITY PROGRAM PLANNING

The Mental Health Services Act community stakeholder process is a collaboration that adheres to California Code of Regulations § 3320 to plan, implement and evaluate Shasta County's Mental Health Services Act programs. We take care to ensure that we reach out to people of all ages, ethnicities and socioeconomic backgrounds, mental health clients and family members, people who provide services to people with mental health challenges and substance use disorders, and people from all corners of our county. The goal is to work together to gather diverse opinions to ensure that our wellness-, recovery- and resilience-focused programs will be successful.

Community program planning for the Mental Health Services Act in Shasta County happens throughout the year, at locations all over the county. Several standing committees and workgroups actively involve a wide array of people and agencies, and their input helps guide the Health and Human Services Agency as it administers the Mental Health Services Act in Shasta County. These groups provide ideas and feedback for plans and updates, mental health policies, programs, budgets, and outreach and engagement efforts.

The stakeholder process also uses e-mail, websites, newsletters, social media, trainings and webinars to communicate with stakeholders.

| Stakeholders | |
|----------------------------------|--|
| Sector | Organization |
| Underserved cultural populations | Redding Rancheria |
| | Good News Rescue Mission |
| | Pit River Health Services |
| | Victor Youth Services (LGBT) |
| | Hispanic Latino Coalition |
| | Local Indians for Education |
| | Shasta County Citizens Against Racism |
| Consumer-based organizations | Olberg Wellness Center |
| | Circle of Friends Wellness Center |
| Consumer and/or family member | NAMI Shasta County |
| | Rowell Family Empowerment |
| | Mental Health, Alcohol and Drug Advisory Board |
| | Adult/Youth Consumers and Family Members |
| Health and Human Services Agency | Adult Services Branch |
| | Children's Services Branch |
| | Regional Services Branch |
| | Public Health Branch |
| | Office of Director |
| Law enforcement | Sheriff's Department |
| | Redding and Anderson police departments |
| | Shasta County Probation Department |
| Education | Shasta Community College |
| | Shasta County Office of Education |
| | Simpson University |
| | National University |
| Community-based organizations | Tri-Counties Community Network |

| | |
|-------------|---|
| Health care | Youth Violence Prevention Council |
| | Shasta County Chemical People |
| | Hill Country Health and Wellness Center |
| | Shasta Community Health Center |
| | Mountain Valleys Health Center |
| | Shingletown Medical Center |

Stakeholder input meetings, 2017:

- January 25, 2017: Redding Library (At-Risk Middle School Program)
- March 15, 2017: Mental Health Administration Conference Room, 2640 Breslauer Way (gathering input from Community Services and Supports program staff)
- March 17, 2017: Mental Health Administration Conference Room, 2640 Breslauer Way (gathering input from Prevention and Early Intervention program staff)
- May 24, 2017: Olberg Wellness Center, Redding (Three-Year Program and Expenditure Plan)
- May 31, 2017: Circle of Friends, Burney (Three-Year Program and Expenditure Plan)
- May 31, 2017: Redding Library (Three-Year Program and Expenditure Plan)
- Online input for Three-Year Program and Expenditure Plan received from May 5-June 9, 2017
- Aug. 29, 2017: Redding Library, stakeholder review of comments received during Public Comment period for Three-Year Program and Expenditure Plan
- Dec. 6, 2017: General stakeholder meeting, Redding.

Regular stakeholder committees

MHSA Stakeholder Workgroup: The MHSA Stakeholder Workgroup meets quarterly and as needed, depending upon the needs of the Health and Human Services Agency in administering the Mental Health Services Act. The workgroup provides input for the planning, implementation and oversight of the Mental Health Services Act.

Stand Against Stigma Committee: This committee (whose name was changed from Community Education Committee to better reflect its mission) works to promote mental wellness, increase community awareness of mental health and end the stigma surrounding mental illness and substance abuse. The community-based committee supported by the Health and Human Services Agency meets monthly and is open to all interested members of the public. Its biggest annual events are Mental Health Month and Recovery Happens activities. The committee also organizes Becoming Brave trainings (which help people determine if, when and how to disclose mental health conditions); quarterly forums on specific mental health topics; open mic nights, which celebrate how art heals; and the Stand Against Stigma/Brave Faces portrait gallery.

Suicide Prevention Workgroup: The Suicide Prevention Workgroup is a local collaboration of community members, public and private agencies which focuses on reducing suicide in Shasta County. This active workgroup discusses the progress being made in suicide prevention, as well as continued action planning, implementation and evaluation.

The **Mental Health, Alcohol and Drug Advisory Board** also provides opportunities for discussion, education and input at its meetings. A Mental Health Services Act update report is given at its regular bi-monthly meeting, and they hear periodic presentations on Mental Health Services Act programs.

COMMUNITY STAKEHOLDER MEETINGS

Six in-person community stakeholder meetings were held in 2017 to provide guidance on MHSA programs, including the completion of the MHSA Three-Year Program and Expenditure Plan. Each meeting included robust discussion about what stakeholders believe is working, what needs improvement and what is still missing from Shasta County's mental health services. An online survey was also distributed via email and social media channels, and 299 surveys were received from people who represented all of the following groups.

- People who have severe mental illness
- Families of children, adults, and seniors who have severe mental illness
- People who provide mental health services
- Law enforcement agencies
- Educators
- Social services agencies
- Veterans
- Providers of alcohol and drug services
- Health care organizations

We have been heartened by the diverse, engaged people who have participated in our quarterly stakeholder meetings in the past year. They have provided useful feedback and ideas that are incorporated throughout this report.

In addition to our regular quarterly stakeholder meetings, we held a special stakeholder meeting on April 9, 2018, to solicit input on our application for an addition to The Woodlands permanent supportive housing complex. This would add 20 units, including five MHSA units, to the existing campus. Stakeholders provided resounding support for this effort, as housing is a growing challenge in our community. After receiving stakeholder endorsement, our proposal to submit an application for this project was heard and approved by our Mental Health, Alcohol and Drug Advisory Board on April 10, and subsequently approved by the Shasta County Board of Supervisors on April 24, 2018. The associated Supportive Services Plan was put into public comment on April 16, 2018. Stakeholders had minor edits to the plan, which were incorporated into the final document. The Mental Health, Alcohol and Drug Advisory Board will close the public comment on that document during their meeting on June 6, 2018, hold a public hearing, and consider recommending approval. If approved, it will go to the Shasta County Board of Supervisors for final approval on June 12, 2018.

All stakeholder meetings were advertised in press releases and on social media, and we encouraged our partners and committee members to also share them in their circles.

Because Shasta County does not have any threshold languages, all meetings were conducted in English. However, the county has interpreters who were available to translate verbally and a translation service that could translate the survey into other languages if we were to receive such a request. The Stakeholder Survey Results Report, which can be found in Appendix A.

We also receive feedback on our services through a Client Satisfaction Survey, which is in Appendix C.

MENTAL HEALTH SERVICES ACT PROGRAMS

The following is a list of all Mental Health Services Act programs by component.

| |
|--|
| Community Services and Supports (CSS) |
| Client and Family Operated Services <ul style="list-style-type: none"> Wellness centers NAMI |
| STAR (Shasta Triumph and Recovery) |
| Rural Health Initiative |
| Older adult services |
| Crisis services |
| Housing continuum |
| Co-occurring disorders |
| Outreach |
| Prevention and Early Intervention (PEI) |
| Children and Youth in Stressed Families <ul style="list-style-type: none"> Triple P Trauma-Focused Treatment Community programs for At-Risk Middle School Students Adverse Childhood Experiences |
| Older adult |
| Individuals experiencing the onset of serious psychiatric illness |
| Stigma and discrimination reduction |
| Suicide prevention |
| Workforce Education and Training (WET) |
| Volunteer program |
| Comprehensive training program – MHSA Academy |
| Internship/residency program |
| Psychosocial rehabilitation program (discontinued) |
| Innovation (INN) |
| CARE Center |
| Community intervention pre-crisis team (completed) |
| Capital Facilities/Technological Needs (CF/TN) |
| Capital facilities project (completed) |
| Technological needs (completed) |

PROGRAM OVERVIEW: COMMUNITY SERVICES AND SUPPORTS (CSS)

Community Services and Supports (CSS) programs aim to change the public mental health system by providing for system improvement, service expansion and new systems of delivery. CSS programs are designed with a comprehensive and inclusive approach for individuals with serious mental illness or serious emotional disturbance.

The nine CSS projects, along with the number of unique individuals served by HHSA staff in 2017, are:

1. Client- and family-operated systems (unduplicated number cannot be determined)
2. Shasta Triumph and Recovery (STAR) (98)
3. Rural health initiative (70)
4. Older adult (14)
5. Crisis services (990)
6. Crisis Residential and Recovery Center (279)
7. Housing continuum (68)
8. Co-occurring disorders integration (21)
9. Outreach/Access (1,665)

1. Client- and Family-Operated Systems

Shasta County has two consumer-run wellness centers: the Olberg Wellness Center in Redding, and Circle of Friends in Burney. Both wellness centers are funded through contracts with community providers. Circle of Friends is operated by Hill Country Health and Wellness Center, and the Olberg Wellness Center is operated by Northern Valley Catholic Social Service.

These multi-service mental health programs provide ethnically and culturally diverse opportunities in a healthy, inclusive manner with a wide spectrum of activities. Both centers provide services and activities for people with mental illness and/or their family members. In 2017, the centers offered more than 2,300 individual workshops, groups, activities and 12-step recovery meetings.

Sampling of Wellness Center activities

- Redding Library visits
- Stand Against Stigma Committee
- Farmers' Market
- Arts and crafts
- Veggie store food bank
- Thrift store shopping
- Movies
- Turtle Bay Exploration Park
- Healthy eating via SNAP-Ed training
- Salvation Army bell ringing

Some of the goals for wellness center participants include an increased ability to spend time in meaningful activities, increased community involvement, a reduction in the consequences of untreated or under-treated mental illness, and increased linkages to services. The contracts for both wellness centers require participant involvement in the planning and direction of services and activities provided there. Staffing for the centers, including the use of volunteers, must meet requirements for consumer and/or family member employment. Services and activities support consumers in reaching and maintaining their wellness and recovery goals; foster recovery and resiliency; and are therapeutic, social and educational in nature.

The Wellness Centers Summary Report can be found in Appendix D.

Also through Client- and Family-Operated Systems, the Health and Human Services Agency contracts with the Shasta County National Alliance on Mental Illness (NAMI) to provide education programs in the community:

- NAMI Basics is for parents and other family caregivers of children and adolescents who have either been diagnosed with a mental health condition or who are experiencing symptoms but have not yet been diagnosed.
- NAMI Family-to-Family is for families, partners and friends of individuals with mental illness. The course is designed to facilitate a better understanding of mental illness, increase coping skills and empower participants to become advocates for their family members.
- NAMI Peer-to-Peer is a recovery education course open to anyone experiencing a mental health challenge. The course is designed to encourage growth, healing and recovery among participants.

NAMI moved to the Hill Country CARE Center in March 2017, which improves the alignment of services and resources with Hill Country to provide services to the underserved. The NAMI Summary Report can be found in Appendix E. For more information on NAMI educational programs, please visit www.nami.org/find-support/nami-programs.

Three-Year Goal: Stakeholders would like to see more support groups for specific issues, such as eating disorders and depression. We would also like to continue increasing the number of clients who are served by our local wellness centers and by NAMI, which were praised by stakeholders for their compassionate support and assistance.

Year One Progress: Graduates from the MHSA academy are looking into ways to offer support groups as needs are identified at the wellness centers. The MHSA co-coordinator will also meet with wellness center staff to brainstorm strategies to increase attendance. NAMI On Campus has now been done by the California Heritage Youth Build Academy, and Shasta High School and Shasta College are looking to implement it. NAMI is also building a facilitated peer support group, which will meet at least twice a month. Due to its co-location with the CARE Center, NAMI now offers one-on-one mentoring in the office and on the phone for at least 20 hours a week.

2. Shasta Triumph and Recovery (STAR)

The requirements and guidelines for Full Service Partnership programs are contained in Title 9 of the California Code of Regulations. Each California county provides a Full Service Partnership program through the Mental Health Services Act. Shasta Triumph and Recovery (STAR) is the Full Service Partnership program in the urbanized I-5 corridor that includes Redding, Anderson, and the City of Shasta Lake. The STAR program serves all age groups, is enrollee-based, and can serve up to 60 people.

Full Service Partnership program outcomes, January-December 2017:

Of the 62 people who completed a year or more in the program:

- 66% fewer participants were hospitalized
- 79% fewer days spent hospitalized
- 16% fewer participants in residential treatment
- 39% fewer days spent in treatment

The Health and Human Services Agency also contracts with Hill Country Health and Wellness Center to provide a Full Service Partnership program in the Intermountain area with a capacity to serve up to 20

individuals, with a focus on children and transitional-age youth. Hill Country also provides Full Partnership Services in North Redding.

Full Service Partnership programs are wellness-, recovery-, and resiliency-based and practice the 24/7 “whatever it takes” model to provide access to services. People eligible for partnership include those with severe and persistent mental illness or children with severe emotional disturbance, 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. The individuals who meet this criteria are provided with outreach until they either become a Full Service Partner or are transferred to other appropriate programs. Services include individual and group therapy, rehabilitation activities, case management, medication support, transportation, supports for housing, employment or employment preparation, peer relations, social activities and education. This program also has very strong links to the wellness centers, which provide additional support and services.

This year, housing for Full Service Partners and participants in other mental health programs was increased through the Housing Continuum projects, most notably The Woodlands supportive housing complex, which opened in late May. An application has been submitted to increase The Woodlands by 20 units, five of which would be for Full Service Partner-eligible tenants. Permanent supportive housing in the Burney area is also being pursued.

Shasta County tracks what treatments and services our Full Service Partners are receiving, and how they compare with other Shasta County consumers who are not part of the Full Service Partnership program. That report can be found in Appendix F.

Three-Year Goal: Full Service Partners living at The Woodlands will soon be receiving more extensive social and supportive services with the goal of maintaining permanent housing. The STAR Team will continue its efforts to reach out to the hardest-to-reach populations, including people who are homeless, which was identified as an underserved group by stakeholders.

Year One Progress: The Health and Human Services Agency’s on-site case manager and peer support specialist have built relationships with tenants and are providing the supportive services that are critical to helping tenants maintain housing. Northern Valley Catholic Social Service is charged with providing support services, and MHSA staff will work with them to ensure that these services are fully implemented by July 1, 2018.

3. Rural Health Initiative

The focus of the Rural Health Initiative is to engage people of all ages who are living with severe and persistent mental illness, are unserved or underserved, and have previously not been able to access mental health services in the rural areas. The Rural Mental Health Committee meets monthly and is a forum for service providers to discuss barriers and service options for the rural population.

Federally Qualified Health Center use, 2017

- An average of 1,169 people visited a federally qualified health center in 2017 – an 8.6% increase from 2016
- There were a total of 18,209 visits to a federally qualified health center for mental health services – a 22.4% increase from the previous year.

Because people of all ages and ethnicities were unserved and underserved in Shasta County's rural areas, the Health and Human Services Agency has contracts with four Federally Qualified Health Centers, which provide integrated primary and mental health care to these populations. These are Hill Country Health and Wellness Center in Round Mountain, Shingletown Medical Center, Mountain Valleys Health Centers in Burney, and Shasta Community Health Center in Redding. Services include telepsychiatry, intensive case management, medication management, crisis services and support, and integration with primary care physicians. The Federally Qualified Health Center Annual Summary Report can be found in Appendix G.

Three-Year Goal: Our Federally Qualified Health Centers are in the unique position of being able to attend to patients' physical and mental health in rural areas, and this dovetails with stakeholders' interest in treating "the whole person." We will work to ensure that programs and services offered in the larger cities are as accessible as possible to those in rural areas, potentially increasing the use of technology that helps to bridge geographical gaps, such as telepsychiatry.

Year One Progress: The Health and Human Services Agency continues to monitor these contracts and work closely with administrators to ensure that programs meet community needs.

4. Older Adult

This program focuses on older adults with severe and persistent mental illness who are transitioning from acute care medical hospitals, psychiatric hospitals, board and care homes or jail. Outreach and engagement activities in the community are age appropriate, culturally competent and accessible, and they support recovery or rehabilitation as deemed appropriate by the client and his/her natural support system of family and community. Services also include access to increased housing options, depending upon the level of care the person needs.

The Health and Human Services Agency serves on the Shasta County Older Adult Policy Council, which meets monthly. It is also involved with the Area Agency on Aging. This collaboration among government and community-based agencies aims to enhance the well-being of Shasta County adults aged 50 and older. It develops policies to increase resources and the effectiveness of services available to seniors. These services address co-occurring substance use disorders, including prescription drug abuse, homelessness, physical disabilities, chronic serious medical illness and risk of loss of independence.

Three-Year Goal: We will continue to ensure that outreach efforts and stakeholder groups include older adults.

Year One Progress: Of the stakeholders who filled out online surveys or participated in in-person meetings, 27 percent were older adults (60 and up). This is right on par with the proportion of Shasta County residents who are in this age group (25.9 percent).

5. Crisis Services

The Crisis Services work plan serves people experiencing a mental health emergency. Participants include people who come to local emergency rooms on an involuntary mental health hold, people with a psychiatric diagnosis who visit emergency rooms frequently, people who may need acute psychiatric hospitalization, and people who require specialized services to maintain a lower level of care and stability.

Services include discharge planning to coordinate and ease transition of care, emergency services and 24/7 telephone crisis services. Clinical staff are co-located in Redding's two emergency rooms. This allows for more rapid assessment and shortens the time people spend in the emergency room. For people who don't need inpatient psychiatric hospitalization, the time from evaluation to discharge is shorter.

Three-Year Goal: Stakeholders were vocal about the need for increased services for people in crisis. Options to achieve this could include mobile outreach, more wraparound services (where a multidisciplinary team works together to help someone after a crisis), or something else. The Intermountain area was specifically identified as an area where crisis services are lacking.

Year One Progress: A mobile crisis unit is being planned as part of the CARE Center. We will continue to look for ways to increase crisis services in the Intermountain area.

6. Crisis Residential and Recovery Center

The Crisis Residential and Recovery Center provides services for up to 30 days to people 18 years of age and older. The center provides support to people following a mental health crisis, and aims to prevent the need for the person to be hospitalized. Stays are voluntary and include such services as daily groups focused on wellness and recovery, coping skills, medication support, education, daily living activities, peer support, and short-term respite care.

The center is designed for adults with mental illness who have become suicidal, critically depressed or otherwise psychiatrically incapacitated. These services help people move from crisis into short-term transitional housing and stabilization and Full Service Partnership enrollment, or to outpatient intensive case management and support, as needed. For some, the Crisis Residential and Recovery Center is the initial access point into the public mental health system. The center's Program Activity Report can be viewed in Appendix H.

Three-Year Goal: This center is rarely full, and stakeholders said many people are unaware that it exists. Mental health advocates added that they are not well-versed on who is eligible or how to refer someone. We will provide more community and provider education about this center so it can be used to its fullest capacity.

Year One Progress: The Crisis Residential and Recovery Center supervisor has been giving talks throughout the community to raise awareness about the center, and is working closely with the CARE Center to coordinate linkages among clients who could benefit from this service.

7. Housing Continuum

Housing continually arises as an unmet need for consumers. The Housing Continuum work plan was put in place to help address the need for housing for people with serious mental illness. The primary goal is to help people who have serious mental illness and their families who are homeless or at risk of homelessness by providing access to housing options, both transitional and permanent supportive, in the least restrictive setting possible.

Permanent Supportive Housing

The Health and Human Services Agency partnered with housing developer Palm Communities and Northern Valley Catholic Social Service to build a low-income apartment complex called The Woodlands. Located on Polk Street, the complex includes 55 units, 19 of which are designated for people who are eligible for Full Service Partnership services. Clients moved in at the end of May 2017, and 34 people live in the 19 MHSA units. At the Woodlands, a Health and Human Services Agency case manager and peer support specialist provide case management, links to community resources and more for people in the MHSA-funded apartments.

Northern Valley Catholic Social Service is responsible for providing various life skills classes that will help them maintain permanent housing. They have presented courses including "Being a Smart Tenant in California" and a computer literacy class, and will be expanding classes in the year to come. Activities like a holiday potluck and ice cream socials were well attended and helped build a sense of community. Classes offered to all Woodlands residents included Wellness Recovery Action Planning (WRAP), life skills, seeking safety and peer support. A residents' council helps tenants troubleshoot challenges at the complex.

Because of the success of The Woodlands, Palm Communities and Shasta County have applied to the California Housing Finance Agency (CalHFA) to receive funding to build 20 more units, including 5 for people who are eligible for Full Service Partnership services.

Transitional Housing

For individuals with severe mental illness, accessing and maintaining housing can be very difficult and housing can be lost very quickly if that individual suffers a mental health crisis, has a loss of income, or experiences a loss of their support system. The Health and Human Services Agency aims to house people in the least restrictive setting possible and help move them toward permanent independent living situations. The Transitional Housing program helps people find affordable, accessible housing near their support systems with adequate access to transportation to services. Activities that support this goal include:

- Evaluate all placement options locally and in neighboring counties
- Expand local placement options with existing providers
- Develop new placement options with existing providers
- Review existing Board and Care contracts for the purposes of:
 - Expanding current capacity
 - Developing levels of care for varying client needs
- Evaluate financial leveraging opportunities

The Ridgeview Board and Care supportive transitional apartment complex in Shasta Lake City has increased housing options for MHSA clients. Board and care facilities in Shasta County are privately owned and receive their funding from residents. Most individuals receive Social Security Income, which pays for their board and care. Some residents require additional supports due to their mental illness, and in those instances, the Health and Human Services Agency will provide “patch” funding to cover the costs of the increased care.

Three-Year Goal: Housing was identified by stakeholders as a significant barrier to wellness, and fortunately, there are opportunities on the horizon to increase housing in our community. Whole Person Care, No Place Like Home and other programs provide opportunities for collaboration, and we will continue working collaboratively to identify ways to secure funding for housing in our county. We will also continue working on creative solutions to establish permanent supportive housing in the Intermountain area.

Year One Progress: As mentioned above, Phase 2 of The Woodlands is in progress now, and plans for No Place Like Home are moving forward. Housing is also one piece of the Whole Person Care pilot, which is designed to connect people to care. That program has helped 159 households and housed 17 of them; eligible participants must use Partnership HealthPlan, be homeless (or at risk), have visited the emergency room or been hospitalized multiple times in recent months, and have either a serious mental illness, substance use disorder or undiagnosed opioid addiction. For the Intermountain area, non-MHSA funding has been earmarked for housing that includes permanent supportive housing, and additional information should be available by year’s end.

8. Co-occurring/Primary Care Integration

The Co-occurring/Primary Care Integration program serves people who have both mental illness and substance use problems, as well as people who have a mental illness and another physical illness. The mind and body are intrinsically connected, and what happens to one profoundly impacts the other. This program coordinates needed care for the whole person for easier access, greater consumer satisfaction and better outcomes.

People with serious mental health conditions die an average of 25 years earlier than the general population. For those with a physical illness, the goal is to connect them to primary care in order to provide coordinated care to treat the whole person, and to provide services that focus not only on their mental illness, but also on their physical illness and how the two can interact. Medical and mental health providers will partner to coordinate the detection, treatment and follow-up of both mental and physical conditions. Services include outreach, education, case management, treatment, medication support, and clinical and nursing services. This program looks at the following diagnoses:

- Diabetes
- Hypertension
- Chronic Obstructive Pulmonary Disease
- Hepatitis B or C
- Metabolic Syndrome (could include anything that leads to obesity)

- Chronic Heart Failure

Three-Year Goal: The Health and Human Services Agency, along with community providers, will continue to work together to improve the integrated treatment of co-occurring disorders in order to improve the quality of life for people who have both co-occurring severe mental illness and substance use disorders.

Year One Progress: Siloed funding streams create challenges, but this is a key goal of the Health and Human Services Agency. Clinical staff continue to identify ways to effectively identify whether a client's symptoms are due to a mental health disorder or substance use, and treatment programs look at clients holistically.

9. Outreach

Outreach services help people who are unserved and underserved using a "whatever it takes" approach. Case management, nursing and clinical staff reach out to bring people in need into the behavioral health system. Access services are provided in the main mental health services building and out in the field. The Access Team evaluates and assesses everyone who is referred to (or is seeking) mental health services. During this process, the person's level of need is determined and they are referred to a service provider, which can include county mental health outpatient programs, contract service providers, primary care physicians, wellness centers and other community behavioral health providers.

Outreach also includes field-based nursing services, which are provided in a client's home by registered nurses working in the field. Many clients have difficulty taking their medications correctly, are at risk of their medications being misused or stolen, or need education to feel more comfortable with their medication regime. Nursing staff can help clients set up their own medication systems, or even deliver medications. Over time, clients become more comfortable with managing medications on their own. During a home visit, the nurse may identify other issues the client is experiencing: they may have no food in the home, the home is in bad repair, hygiene needs are not being met, or the electricity is shut off. The nurse may be able to fix the issue or may work with the client's case manager for resolution. Nurses also spend time with the client to provide basic health education, and can work with the client's family members if desired. Field-based nursing allows clients to be served in their own environment where they are most comfortable.

Three-Year Goal: We will continue to work collaboratively with clients, health care providers and community partners to provide field-based nursing services to help people remain as stable and independent as possible.

Year One Progress: Work continues by to reach out to these difficult-to-reach clients and engage them in services.

PROGRAM OVERVIEW: PREVENTION AND EARLY INTERVENTION (PEI)

Shasta County's Prevention and Early Intervention Plan is designed to bring mental health awareness to the entire community. Reducing stigma and discrimination against people with mental health problems helps encourage people to seek the help they need. Early intervention programs provide help at the earliest possible signs of concern.

Prevention includes promoting wellness, fostering health and preventing suffering that can result from untreated mental illness. Early intervention involves identifying mental health problems early, so they can be addressed quickly, ideally avoiding the need for more extensive treatment.

The five projects in Prevention and Early Intervention are:

1. Children and Youth in Stressed Families
2. Older Adult Gatekeeper Program
3. Individuals Experiencing Onset of Serious Psychiatric Illness
4. Stigma and Discrimination
5. Suicide Prevention

Unlike programs in Community Services and Supports, it is difficult to measure the number of people served by these programs during a specific time period. Therefore, we have done our best to quantify their impact in ways that make the most sense for each unique program.

1. Children and Youth in Stressed Families

The goal of this project is to help parents become positive change agents for their children and enhance the community's capacity to support at-risk children and their families. This project includes Triple P - Positive Parenting Program, Trauma Focused Treatment, Positive Action, and Adverse Childhood Experiences.

Triple P – Positive Parenting Program®

Triple P is an evidence-based, multi-level parenting and family support strategy that aims to prevent severe behavioral, emotional and developmental problems in children by enhancing parents' knowledge, skills and confidence. This program is done in partnership with First 5 Shasta.

The Triple P Sustainability Committee reconvened and continues to meet quarterly to discuss program barriers and successes. Recently, Shasta County presented the Triple P Automatic Scoring and Reporting Application (ASRA) to the Sustainability Committee. ASRA's features have been introduced to the Triple P community to help with better data entry and ease of surveying families. ASRA will replace the current Shasta County Triple P Scoring Application, which no longer meets program requirements and is not supported by Triple P America. ASRA should be implemented in the summer of 2018 with initial community training and ongoing support provided to community partners.

The Triple P Shasta County Evaluation Report can be found in Appendix I.

Three-Year Goal: Going forward, the Health and Human Services Agency will study how the program is being used, what barriers prevent the use of the program and its tools, how to address the barriers and how organizations can fund Triple P in the future. The Agency is also exploring a new version of the Triple P Scoring Application that Triple P Australia has built, specifically looking at ease of use for practitioners and the availability of data reports and their content.

Year One Progress: Efforts to meet program goals this year have been vast and successful in working to streamline and monitor program deliverables, update marketing materials and target training needs based on community input and support. The county secured contracts with four community organizations to deliver Triple P services in the community. The county also improved its claim forms to be more efficient. Several community providers attended local trainings for Level 5 Pathways, Level 5 Enhanced, and Level 5 Family Transitions. This increased the availability of the clinical based levels offered to caregivers that extends the intervention focus to include skills training, mood management, stress coping skills for parents, partner support and communication skills. Level 5 Family Transitions is a newer level that focuses on divorced or co-parenting families and has been welcomed by the community in helping to address the needs of many families experiencing separation. The Triple P Sustainability Committee reconvened and meets quarterly to discuss program barriers and successes. A new scoring application, the Triple P Automatic Scoring and Reporting Application (ASRA), will make it easier to survey families.

Trauma Focused Treatment

Trauma focused treatment is a necessity for serving youth and families today. Trauma-informed treatment addresses the unique needs of children with difficulties related to traumatic life experiences. This is imperative to helping those affected by Adverse Childhood Experiences move through their trauma so that they don't continue to affect them into adulthood. In the past, the Health and Human Services Agency has used Trauma Focused-Cognitive Behavioral Therapy, a psychotherapy model, to address these children's needs.

Three-Year Goal: The agency will be evaluating both evidence-based practices and promising practices to best meet the needs of the youth and families in our community.

Year One Progress: The Health and Human Services Agency is intensely focused on Adverse Childhood Experiences throughout the Agency, and work continues to figure out how to best address trauma among youth and families.

Community Implemented Programs for At-Risk Middle School Students

During the transition from middle school to high school, adolescents frequently establish patterns of behavior and make lifestyle choices that affect their current and future mental well-being. This is especially true for children and youth in stressed families or in underserved populations. Evidence supports the idea that a prevention or early intervention approach which targets mental health during the adolescent years is appropriate and effective, with both short-term and lifespan benefits. The target

population for this strategy is at-risk middle school students from stressed families who either live in an underserved geographic location or are a member of an underserved cultural population.

Three-Year Goal: Through the community feedback process, we have reviewed different evidence-based programs that would serve the target population in the 2017-18 fiscal year. The Botvin LifeSkills Training Middle School program was selected, and we will partner with Shasta Lake City schools to bring a pilot prevention program to Shasta Lake Elementary. The training is comprehensive, dynamic and developmentally designed to promote positive development in youth in grades 6-8. Its focus is helping resist drug, alcohol and tobacco use while supporting reduction of violence and other high-risk behaviors. The competitive procurement process will be used to select a consultant that will support the implementation of the evidence-based program selected during the community feedback process.

Year One Progress: In 2017, plans were put in place to implement the At-Risk Middle School program Botvin LifeSkills which was selected to be introduced in the Shasta Lake City schools. This program will be used in the sixth through eighth grades. Training for four Shasta Lake Middle School staff members plus two Health and Human Services Agency staff was given in December 2017 and will be introduced to approximately 300 children during 2018.

Adverse Childhood Experiences

The experiences of childhood impact our health, behavior and overall well-being in adulthood - for better or worse. Adverse Childhood Experiences are traumatic experiences in the first 18 years of a person's life and include abuse, neglect and household dysfunction. Many children in Shasta County will suffer long-term consequences from this, including chronic disease, like heart disease and cancer, mental illness, substance abuse, homelessness and violent behavior in adulthood.

The Strengthening Families Collaborative was founded in 2012 to begin addressing the abnormally high numbers of Adverse Childhood Experiences in Shasta County. It focused on identifying better ways for family-serving agencies and medical providers to work as one. After five years of laying this groundwork, First 5 Shasta and the Health and Human Services Agency hosted an ACES Town Hall in April 2017 to put this important issue in the public spotlight, with nearly 400 people participating.

In May 2017, nationally recognized ACE experts Dr. Robert Anda and Laura Porter came to Shasta County to share the science behind the ACE research and give guidance to the Strengthening Families Collaborative and other community leaders. The goal is to support those in our community with high ACEs and break generational cycles. Porter described it as "a springboard for transformational change in Shasta County." In June, Anda and Porter returned to Shasta County to train 25 ACE Interface Trainers who can now present the Neuroscience, Epigenetics, Adverse Childhood Experiences and Resiliency (NEAR) Science evidence-informed curriculum to family-serving organizations, healthcare providers, community and faith-based partners, businesses, service clubs and schools throughout Shasta County. More about this work is available at www.shastastrongfamilies.org.

Three-Year Goal: The Strengthening Families Collaborative and newly trained ACE Interface Trainers will work on ways to reduce Adverse Childhood Experiences in Shasta County.

Year One Progress: A second Town Hall was held in May 2018 at the Cascade Theatre, and trainings have been held throughout the community. Television commercials, billboards and bus shelter ads are helping to spreading awareness about ACEs, and a data dashboard with 11 indicators is being developed. A Partnership HealthPlan grant is funding a training for medical professionals to learn how to screen all patients for ACEs. The www.shastastrongfamilies.org website is being expanded. This year's focus is to move from building awareness to building resiliency in those who have experienced ACEs.

2. Older Adult Gatekeeper Program

This was completed, as reflected in a prior Three-Year Plan, and is therefore not included in this report.

3. Individuals Experiencing Onset of Serious Psychiatric Illness

Because psychiatric illnesses such as schizophrenia and bipolar disorder often emerge in late adolescence or early adulthood, the Individuals Experiencing the Onset of Serious Psychiatric Illness (Early Onset) project targets individuals between ages 15 and 25 who have symptoms that might indicate the start of a serious and persistent mental illness. The priority focus is on early detection, prompt assessment and referral, treatment, family support and engagement, and community outreach and education.

Between January 1 and
December 31, 2017,
19
unique clients received
clinical services through the
Early Onset program.

Early in 2017, a new clinician took over the Early Onset Project with an abundance of energy. Psycho-education, individual therapy, individual rehabilitation services, cognitive behavioral group therapy and collateral services are provided to support people on the Early Onset caseload as needed. The primary Early Onset clinician also partners with the Brave Faces project (see p. 22) to offer information on mental illness and how to seek help.

Challenges to the program are providing the best client care for engaged persons, while also doing outreach and community services. To meet these challenges, Early Onset has expanded to include a Peer Support Specialist as of spring 2018.

Three-Year Goal: The new Early Onset clinician will continue building rapport with gatekeepers and engaging in community outreach.

Year One Progress: The early onset clinician continually meets with Children's Access Team to give trainings regarding early signs and symptoms and when to refer to a clinician for further evaluations, when appropriate. This clinician has also provided information materials to local high schools, including continuation and independent study schools, and has met with the local school therapist who provides services to multiple school districts.

4. Stigma and Discrimination Reduction

To facilitate implementation of the Stigma and Discrimination Reduction project strategies, the Health and Human Services Agency organizes the monthly meetings of the Stand Against Stigma Committee and the Suicide Prevention Workgroup. These projects supplement and are coordinated with statewide stigma reduction and suicide prevention projects. Shasta County's Stand Against Stigma campaign works to promote mental wellness, increase community awareness of mental health and end the stigma surrounding mental illness and substance abuse. The stakeholder-developed messages used in this project are strength-based and focused on recovery:

- Mental health problems affect almost every family in America.
- People with mental health problems make important contributions to our families and our communities.
- People with mental health problems recover, often by working with mental health professionals and by using medication, self-help strategies, and community supports.
- Stigma and fear of discrimination are key barriers that keep many people from seeking help.
- You can make a difference in the way people view individuals' mental health problems if you:
 - Learn and share the facts about mental health and about people with mental health problems, especially if you hear or read something that isn't true;
 - Treat people with mental health problems with respect and dignity; and
 - Support the development of community resources for people with mental health problems and their friends and family.

Stand Against Stigma includes the following strategies:

- Media campaign
- Community education and open-to-the-public forums
- Promoting and rewarding positive portrayals of people with mental health problems
- Brave Faces Speakers bureau featuring more than 25 local residents who share their experiences with mental illness, substance abuse disorders and suicide loss
- Annual Minds Matter Mental Health Fair and Music Festival
- The mental health-themed Hope Is Alive! Open Mic series
- Becoming Brave trainings (based on the Honest, Open and Proud curriculum) that provide guidance on how and when to disclose
- Recovery Happens events to celebrate recovery from substance use disorders
- Social media campaigns/awareness
- Multimedia and short documentaries

Stand Against Stigma activities are directed by input and guidance from the Stand Against Stigma Committee, which includes many people with lived experience, family members, representatives from community-based organizations and members of the Shasta County Mental Health, Alcohol and Drug Advisory Board. The projects for this program include the Minds Matter Mental Health Resource Fair, the Brave Faces Portrait Gallery and Speakers Bureau, the "Stand Against Stigma: Changing Minds About Mental Illness" awareness campaign, the "Hope is Alive!" open mic series, quarterly Brave Faces public

forums, and promoting the "Get Better Together" campaign. During 2017, thousands of people witnessed or took part in Stand Against Stigma activities in person, and social media campaigns have reached tens of thousands more.

Since 1949, May has been recognized as Mental Health Awareness Month throughout the United States. To bring attention to the many issues related to mental health and wellness, Shasta County holds an annual Minds Matter Mental Health Resource Fair, which is designed to connect people with community resources and promote mental health and wellness. The 2017 fair was expanded to include a music festival, as our open mic nights have proven to be an effective way to encourage people to talk about mental health through the arts. The traditional resource fair featured about 30 exhibitors from community organizations, who made connections with more than 400 people. Once the fair concluded, three bands performed in the Promenade downtown, drawing more than 100 people.

The *Get Better Together* campaign aims to connect 16- to 25-year-olds with peers who are dealing with heavy issues, educating them about the normalcy of struggles with mental illness, asking them to help themselves, help others, and share what they live and know. Plans are under way to partner with other youth-focused programs and revitalize the *Get Better Together* website.

Shasta County's ***Stand Against Stigma: Changing Minds About Mental Illness*** campaign has been in place since 2012. Its strength-based messages promote mental wellness, and counter the discrimination and stigma associated with mental health problems. The logo is seen throughout the community on publications, advertisements, websites and at events.

In addition, the Stand Against Stigma Committee has collaborated with local musicians and performers to hold 13 Hope Is Alive! Open Mic nights over the past three years, which encourage any local performer to show up and present music, dance or art that connects with overcoming difficult times or promoting awareness of misunderstood issues. This theme has led to many performers sharing creative works that are mental health related. More than 800 people have attended the open mic nights, and more than 70 performers have participated.

The Brave Faces Portrait Gallery and True Colors Art Gallery use true stories of hope and recovery to fight stigma by improving our understanding of mental illness and suicide. About one in four people will struggle with a mental illness every year, and about 40 people in Shasta County die by suicide every year. Because of shame and discrimination associated with mental health problems, many people don't seek the help they need.

Brave Faces are people with lived experience of mental illness, suicide and substance abuse. They go into the community and talk about their lives and their experiences. They use their stories to offer hope and recovery, provide education, promote seeking help, end stigma and make a difference in the lives of those in our community. These presentations are made to a wide variety of audiences which include faith-based organizations, media organizations, local businesses, community-based organizations, cultural groups, county and state government agencies, junior high and high schools, and local colleges. In the past three years, more than 200 Brave Faces presentations have been done within our community, and more than 7,000 people have been reached through these presentations. Our growing number of speakers (about 30 active participants in total) allows us to effectively tailor our messages to the audiences we serve.

Stand Against Stigma also hosts semi-annual, open-to-the-public forums to increase the reach of Brave Faces speakers and to engage more community members on important topics. Forum topics have included suicide, substance use disorders, medication management and Adverse Childhood Experiences.

The Stand Against Stigma Committee also produces short documentaries and promotes them on social media as a way to reach more people online. See Appendix K for more information.

Three-Year Goal: In addition to all of the activities outlined above, we will continue producing short films and social media content to expand our reach. We are pursuing a Minds Matter podcast and television show in partnership with a local nonprofit. We will also actively participate in local Recovery Happens activities to focus more heavily on addiction related issues. We will continue to evaluate our cadre of Brave Faces speakers to ensure that they are a diverse and dynamic mix.

Year One Progress: In 2017, we hosted forums on ACEs and managing medications, two Becoming Brave trainings and three Hope is Alive! Open Mic Nights. We expanded the Minds Matter Mental Health Resource Fair to include a music festival. We hosted the first-ever "Recovery Happens: Celebrating Life, Community and Sobriety" event, which included educational booths and music in a local park, and more than 300 people attended. We also provided a free training called "Healing Through Performance" to help performers use their creativity to promote healing and understanding. A local videographer produced "Becoming Brave: Changing Minds About Mental Illness in Shasta County," a 16-minute documentary about the Brave Faces program featuring speakers who discuss suicide loss, PTSD, depression, substance abuse and historical trauma.

5. Suicide Prevention

From 2015 to 2017, an average of 44 Shasta County residents died by suicide each year. Hundreds more are left to cope with the aftermath. This does not include the many more who struggle to cope with or recover from attempted suicide or self-injury. Suicide Prevention project activities are implemented by the Health and Human Services Agency in partnership with the Shasta Suicide Prevention Workgroup, a local collaboration of public and private agencies and concerned community members, who meet monthly and are focused on reducing suicide in Shasta County.

Activities must meet five fundamental concepts of the MHSA: cultural competence; wellness, recovery, resilience; community collaboration; client- and family-driven mental health system; and integrated service experience. A suicide prevention website promotes these ideas and keeps the community up to date on local meetings, trainings and events. The page also promotes local and national resources, such as the National Suicide Prevention Lifeline, the Institute on Aging Friendship Line for older adults, and the Alex Project Crisis Text Line.

A new men's mental health campaign was unveiled in 2017 to combat the societal pressures to repress emotions and not show weaknesses. Captain Awesome demystifies mental health and depression while giving men the tools to maintain their mental and emotional health.

Another educational program for students grades 8-12 called "More than Sad" is being implemented in local schools. This best practice program teaches teens to recognize signs of depression in themselves and others, challenges the stigma surrounding depression and demystifies the treatment process. Workgroups

also meet quarterly to educate media about the importance of appropriate and responsible reporting of suicide. Health fairs help raise awareness of suicide prevention.

Question, Persuade, Refer (QPR) trainings are a major focus of the Suicide Prevention program. This practice seeks to teach people the warning signs of suicide and provide them with tools to respond to an individual in suicide crisis. These trainings are given to groups or organizations in the county on request.

The Suicide Prevention Workgroup Facebook page encourages community involvement in efforts to reduce suicide in Shasta County by providing information and invitations to Question, Persuade, Refer (QPR) Suicide Prevention Trainings, which trained 551 people in 2017, and monthly Workgroup meetings.

“Keep giving hope to the community.”

Attendee from Question, Persuade, Refer training

Community education about decreasing the access to lethal means for suicide attempts is another important activity of the Suicide Prevention project.

Additional suicide prevention activities include:

- Promotion of the Directing Change Program and Student Film Contest to local high schools.
- Annual Suicide Prevention and Mental Health Symposium.
- Workgroup maintains a presence at many community events, especially those concerning mental health, support services (health fairs) and suicide prevention, such as Running Brave, the American Foundation for Suicide Prevention’s Out of the Darkness Walk, and Suicide Loss Survivor Day.

See Appendix J for the complete Suicide Prevention Report.

Three-Year Goal: We will roll out the men’s mental health campaign. We will evaluate options for providing support follow-up after suicide attempts, either in-house or through a community partner. We will continue to work with law enforcement and help them work effectively with people exhibiting suicidal tendencies. We will explore the possibility of creating more wellness-based approaches to suicide prevention, including more wrap-around services for people who have experienced suicidal ideation.

Year One Progress: We rolled out the Captain Awesome men’s mental health campaign, which features local men in advertisements to spread awareness about the need to care for one’s mental health. We also presented the “More than Sad” program in grades 8-12. The second annual Suicide Prevention and Mental Health Symposium included evidenced-based suicide prevention training, a special presentation on resources for schools and families, and a panel discussion.

5. CalMHSA Statewide Projects

CalMHSA provides California counties, including Shasta, with a flexible, efficient and effective administrative and fiscal structure. It helps counties collaborate and pool their efforts in:

- Development and implementation of common strategies and programs
- Fiscal integrity, protections and management of collective risk
- Accountability at state, regional and local levels

CalMHSA administers three MHSA Prevention and Intervention statewide initiatives on behalf of California counties:

- Suicide Prevention
- Stigma and Discrimination Reduction
- Student Mental Health Initiative

CalMHSA's work plan provides an outline for statewide implementation and includes program evaluation. A new report from the Rand Corporation's independent review of CalMHSA's Prevention and Early Intervention Initiatives concludes, "CalMHSA PEI initiatives are successfully launched and already showing positive outcomes in stigma and discrimination, suicide prevention, and promotion of student mental health." By working jointly through CalMHSA, California counties are delivering effective social marketing campaigns that change the conversation around mental health stigma and delivering value for Californians and taxpayers.

Key findings:

- Each dollar invested in stigma reduction is estimated to return \$1,251 to California's economy, and \$36 to state coffers by increasing employment and worker productivity.
- CalMHSA stigma reduction programs, including Each Mind Matters: California's Mental Health Movement, boosted the number of adults seeking help for psychological distress by 22% among those exposed to campaigns.
- As a result of these programs, an additional 120,000 Californians accessed mental health services.

Here are three examples of what CalMHSA's PEI initiatives have accomplished:

- **"Know the Signs" suicide prevention campaign empowers Californians to stop suicide.** Those who viewed these materials were more confident in intervening with those at risk of suicide, more comfortable discussing suicide and more aware of the warning signs.
- **Innovative stigma reduction efforts result in attitude changes.** Middle school students who attended "Walk in Our Shoes" presentations expressed less stigmatizing attitudes. They were more willing to interact with fellow students with a mental health problem.
- **Trainings equip education systems to meet student mental health needs.** Trainings reached educators, students and staff in the state's K-12 and higher education systems. Participants reported greater confidence to intervene with students in distress, greater confidence to refer students to mental health resources, and greater likelihood to intervene or refer students in distress.

PROGRAM OVERVIEW: WORKFORCE EDUCATION AND TRAINING (WET)

The purpose of Workforce Education and Training (WET) programs is to create a public mental health workforce which includes clients and family members; is sufficient in size; has the diversity, skills, and resources to deliver compassionate, safe, timely and effective mental health services to all individuals who are in need; and contributes to increased prevention, wellness, recovery, and resiliency. The intent of WET is to provide programs to address identified shortages in occupations, skill sets, and individuals with unique cultural and linguistic competence in public mental health programs.

These projects are included in the Health and Human Services Agency's WET plan, along with the estimated number of people who were reached:

1. Comprehensive Training (152)
2. Consumer and Family Member Volunteer Program (123)
3. Internship Program
4. Superior Region WET Partnership
5. Office of Statewide Health Planning and Development (more than 70 loan awards)

In addition to the WET projects, the Health and Human Services Agency employs three Peer Support Specialist staff members and will be hiring more. These Peer Support Specialists must successfully complete the Shasta Mental Health Services Act Academy prior to hire or within the first 6 months of employment.

1. Comprehensive Training Program

The Comprehensive Training project provides trainings on specific strategies and skills to help people working in the public mental health field learn more about providing services that meet the community's needs. Trainings provide opportunities to increase competencies of the community workforce and are available to Health and Human Services Agency staff, contract providers, private practice professionals, community-based organizations, consumers, family members, and students.

Because Shasta County does not have many local opportunities for mental health professionals to earn the continuing education units (CEU) required to maintain licensure, this program provides training opportunities that match the expressed interests of the public mental health workforce and allow both clinical and nursing professionals to obtain CEUs locally. CEUs are coordinated by the Health and Human Services Agency's human resources staff and are provided through the California Board of Behavioral Sciences and the American Nurses Credentialing Center.

Since 2014, the Health and Human Services Agency has provided Non-violent Crisis Intervention Training to all employees. The eight-hour training teaches people how to identify behaviors that could lead to a crisis, effectively respond to behaviors to prevent the situation from escalating, use verbal and nonverbal techniques to defuse hostile behavior and resolve a crisis before it becomes violent, cope with one's own fear and anxiety, and use the principles of personal safety to avoid injury if behavior does become physical.

A four-hour refresher training is also available to employees who have taken the training, but would like an update. Initial and refresher classes are offered on a bi-monthly basis.

Three Year Goal: The Health and Human Services Agency will continue coordinating CEUs, and it has applied to become a California Marriage and Family Therapy-Approved continuing education provider.

Year One Update: This program has been incorporated into our overall HHSA training coordination and is managed by our Business and Support Services Office and is no longer managed or funded by MHSA.

2. Volunteer Program

The Mental Health Services Act Volunteer Program addresses the WET goals of increasing mental health career development opportunities and promoting employment of consumers and family members. It establishes a career pathway and responds to the identified need to increase the public mental health workforce capacity while involving the community in a meaningful way in service delivery. This program is open to anyone over age 18 who desires an introduction to the public mental health system and the opportunity to explore their interest in and suitability for this type of work. Individuals are fingerprinted and complete background screening prior to participation in the program.

Between January 1, 2017 and December 31, 2017, we recruited new participants, but due to some complications with facilities and staffing, we dedicated our limited resources to sustaining the current volunteer base and activities. We resumed outreach to increase program participation again in May 2017.

The Volunteer Program has three main avenues for participation: General volunteering, the Shasta MSHA Academy, and the Shasta College Student Volunteer Internship Program. Though slightly different, all have the same purpose: to provide individuals training and hands-on exploration of what it is like to work in the public mental health field. Many individuals choose to participate through more than one avenue. Many start out as general volunteers or interns and then decide to also participate in the Academy.

General volunteering: This portion of our program provides individuals with or without lived experience of mental illness a chance to not only give back to their community, but also get a broad introduction into what it is like to work in this field. Volunteers are oriented to the Agency and receive 16 hours of training. They learn about topics including wellness and recovery, stigma, ethics and boundaries, communication, strengths-based focus, professionalism and customer service. General volunteers assist staff in completing special projects and provide social enrichment activities in our Crisis Residential and Rehab Center and Board and Care Homes.

The MHSA Volunteer Program also partners with the HHSA CalWORKs Work Experience program. These participants are screened for their interest in pursuing a career in the mental health and/or social work field



MHSA Academy class practicing a stigma awareness exercise.

"Thank you for all our discussions - it has been the first time in my wellness that I have legitimately spoken truth about my illness in a supportive and non-biased place."
- Academy participant

and then referred to the volunteer program, where they receive education, training and hands-on work experience. To date, there have been seven participants from the Work Experience program.

Shasta Mental Health Services Act Academy: This free 65-hour training program helps people prepare for careers in the public mental health field or to become peer mentors. Participants have opportunities to learn new information, strengthen skills and network with mental health professionals. The Academy is divided into two main parts: 45 hours of interactive classroom-based learning and 20 hours of hands-on learning. Classroom learning is based on curriculum from the International Association of Peer Specialists and

reflects the national ethical guidelines and practice standards for peer supporters. Hands-on learning covers training in group dynamics, meeting facilitation, stakeholder engagement, peer interaction, and center-based program delivery. Participants spend time volunteering in local wellness centers and our main mental health facility, are required to participate in advisory groups and/or stakeholder meetings, and shadow staff.

Between January 1, 2017 and December 31, 2017, 44 people registered for the Academy. Of those, 26 completed all 65 hours and 15 more are scheduled to complete their hours in May 2018. The remaining three didn't finish the Academy for a variety of reasons, including job-related scheduling conflicts, lack of reliable childcare and/or transportation, and health issues. The Academy will continue to be offered multiple times per year in the Redding and Burney area.

One of the most exciting outcomes from the Academy is that the Health and Human Services Agency has hired two graduates to work as Peer Support Specialists. One is supporting the volunteer program, and the other is supporting the residents of The Woodlands, our new permanent supportive housing complex.

Shasta College Student Volunteer Internship Program: In September 2015, the Mental Health Services Act program began partnering with Shasta College to provide students interested in the mental health field with hands-on learning and experience through our volunteer program. Each student receives one unit of college credit for spending at least 60 hours volunteering and job shadowing mental health staff. Occasionally, we hear from a volunteer who has completed our program. We are aware of 10 people who graduated our program and went on to become employed in the public mental health field, and two who are in graduate school pursuing a degree in social work.

"Shadowing staff was the best experience, and gave me the most growth academically and professionally."
Volunteer Program participant

Between January 1, 2017 and December 31, 2017, 17 students applied for internships through the MHSA volunteer program. Of these 17, three successfully fulfilled the 60-hour requirement. The remaining students did not clear background in time to complete 60 hours before the end of the semester.

Mental Health Services Act staff have a strong partnership with Shasta College. In addition to the internship program through Shasta College's psychology department, the college has asked to incorporate the Shasta Mental Health Services Act Academy within its standard course offerings.

Looking forward: The addition of a peer support specialist to the volunteer program provides numerous new opportunities for growth. We plan to expand peer mentoring support throughout the community. The Volunteer Program will continue providing peer education and training and work with local agencies to place and supervise peer mentors. We will increase volunteer involvement at Hill Country CARE Center, Hill Country Community Health Center, the Olberg Wellness Center, Circle of Friends and the Woodlands Housing Project. We will also explore implementing peer support within our law enforcement agencies and hospitals. The Mental Health Services Act Academy is expanding curriculum to include comprehensive WRAP groups for volunteers and opportunities for peers to become WRAP group facilitators. We are also incorporating suicide prevention and non-violent crisis intervention into our peer training requirements. We are developing a peer-run "warm line" that will be staffed by peers a minimum of 10 hours per week, along with weekly tele-peer support groups. We are also increasing peer-led groups and activities within the Health and Human Services Agency's Crisis Residential and Recovery Center. One of our most exciting expansions is the incorporation of youth into the program. Staff is working with local high schools to educate and train youth interested in becoming peer mentors and/or exploring the field of public mental health. We continue to monitor California peer certification efforts and refine the Shasta Mental Health Services Act Academy to remain in line with expected standards. By structuring the academy to include all components outlined in state efforts, our goal is to have the curriculum approved for statewide certification. Mental Health Services Act staff is redesigning its Academy curriculum to also align with a more robust comprehensive psychosocial rehabilitation model of education. Once approved, the Academy will be offered at least once per year at Shasta College. We will also develop and use follow-up evaluations to officially track the impact of the volunteer program after 6 months and one year.

Year One Update: Between January 1, 2017 and December 31, 2017, we placed four peer volunteers at the Hill Country Care Center, four peer volunteers at the Olberg Wellness Center, and two volunteers in the Crisis Residential and Recovery Center (CRRC). In May 2017, one MHSA staff member and two staff members from Circle of Friends completed Level 3 WRAP training, becoming certified Advanced Level WRAP facilitators (ALFs). Throughout 2017, they provided WRAP Level 1 training at the Woodlands, Circle of Friends, Hill Country Counseling Center, the Olberg Wellness Center and on the HHSA campus, reaching a total of 34 individuals. Two Level 2 trainings were held during 2017 resulting in a total of 28 new, local certified WRAP facilitators (we partnered with Butte County to assist with their first Level 2 training which yielded 18 of the 28 new facilitators). In 2017, HHSA staff began to work with Circle of Friends to discuss implementation plans for a youth WRAP component and a youth MHSA Academy. MHSA Academy graduates also completed Question, Persuade, Refer suicide prevention training.

3. Internship Program

This program gives people working toward a degree or licensure the opportunity to gain required internship supervision hours. Internships and residencies are available for Marriage and Family Therapists, Masters of Social Work, and Psychiatric Mental Health Nurse Practitioners. Supervision is provided by Health and Human Services Agency staff, including the Chief Psychiatrist and a Marriage and Family Therapist.

Students (employees and non-employees) are provided internship hours required by their educational programs as they work toward a master's degree. Once an employee has graduated and starts working toward licensure, clinical supervision hours are provided to meet licensure requirements.

Three-Year Goal: The Health and Human Services Agency will continue working with California State University Chico, California State University Humboldt, Simpson University and National University to provide internship opportunities to students in their master's programs.

Year One Update: Interns continue to shadow staff to learn more about public mental health work.

4. Superior Region WET Partnership

WET funds from the state are paying for regional county partnerships throughout California that focus on increasing the education and training resources dedicated to the public mental health system workforce. These regional partnerships are supported by staff from participating counties. Shasta County is part of the Superior Region WET Partnership, which sponsors a variety of programs to meet WET goals:

- Working Well Together – A technical assistance center whose primary goal is to help counties ensure they are prepared to recruit, hire, train, support and retain consumers, family members and parents/caregivers as employees of the public mental health system.
- Distance learning – A partnership with several University of California systems within the Superior Region to provide online education for those wishing to further their education and already are, or would like to become, employed in the public mental health field.
- Mental Health Services Act Loan Assumption – An educational loan repayment program for eligible applicants employed in the public mental health system in hard-to-fill or hard-to-retain positions such as psychologist, marriage and family therapist, social worker, psychiatrist or psychiatric mental health nurse practitioner. In Shasta County, 59 people have received these awards to date.

5. Office of Statewide Health Planning and Development

The California Office of Statewide Health Planning and Development is responsible for the Mental Health Loan Assumption Program. Created through the Mental Health Services Act, this loan forgiveness program is designed to retain qualified professionals working within the public mental health system. Through Workforce Education and Training, \$10 million is allocated yearly to loan assumption awards. An award recipient may receive up to \$10,000 to repay educational loans in exchange for a 12-month service obligation in a hard-to-fill or retain position within the county public mental health system.

Counties determine which professions are eligible for their hard-to-fill or retain positions. Eligible professions often include Registered or Licensed Psychologists, Registered or Licensed Psychiatrists, Post-doctoral Psychological Assistants, Postdoctoral Psychological Trainees, Registered or Licensed Marriage and Family Therapists, Registered or Licensed Clinical Social Workers, Licensed Professional Clinical Counselors,

Licensed Professional Clinical Counselor Interns, Registered or Licensed Psychiatric Mental Health Nurse Practitioners, and managerial and/or fiscal positions.

The Mental Health Loan Assumption Program is a competitive process which requires an application. Since 2009, 59 awards have been given to people who work in Shasta County's public mental health system.

Three-Year Goal: The Health and Human Services Agency will continue to participate in the Superior WET Regional Partnership to bring statewide projects to Shasta County.
Year One Update: Staff continues to participate in monthly meetings.

| Mental Health Loan Assumption Program | | |
|---------------------------------------|------------------|------------------------|
| Year | Number of Awards | Total Amount of Awards |
| 2009 | 2 | \$ 10,200 |
| 2010 | 4 | \$ 30,200 |
| 2011 | 3 | \$ 20,800 |
| 2012 | 7 | \$ 48,538 |
| 2013 | 10 | \$ 50,668 |
| 2014 | 9 | \$ 48,537 |
| 2015 | 11 | \$ 58,531 |
| 2016 | 13 | \$ 67,071 |
| 2017 | TBD | TBD |
| Total Award to Date | | \$ 334,545 |

PROGRAM OVERVIEW: INNOVATION (INN)

Innovation projects are novel, creative and/or ingenious mental health practices or approaches that contribute to learning. In December 2014, MHSA staff sought feedback from community stakeholders for a new Innovation project. The process focused on reviewing the current mental health continuum of care, identifying weaknesses or absences in services, and brainstorming ideas for a new project that would fill the identified gaps and better meet community needs. The idea that bubbled to the top was a Community Mental Health Resource Center.

The Mental Health Services Oversight and Accountability Commission approved this plan in January 2016, and Hill County Health and Wellness Center was selected to launch the Community Mental Health Resource Center in Redding. The Counseling and Recovery Engagement (CARE) Center opened in March 2017. The center is open 7 days a week, 365 days a year, in the afternoons and evenings. Hours are 2 to 11 pm Monday through Friday, and from 11 am to 11 pm on weekends and holidays. Services available at the center include:

- After-hours pre-crisis clinical assessment and treatment
- Case management and linkage
- Treatment groups
- Warm line
- Community outreach
- Buddy/mentor system for youth and adults
- Transportation
- Connection to respite care and transitional housing
- A peer-staffed resource center which provides resources and information, assistance with linkage to benefits, resource materials, referrals, education and support groups

In addition to the Innovation project, the center also includes two non-Mental Health Services Act funded projects: a Laura's Law pilot project and a foster youth/caregiver resource project (which is being discontinued in July 2018 due to state funding cuts).

The Innovation project has five objectives:

1. Improve access to services, particularly for people unserved or underserved by the existing mental health system.
2. Reduce mental health crises, including trips to the hospital emergency room, in both human and economic benefits.
3. Bridge service gaps, facilitate access to community-based resources and better meet individual and family needs.
4. Help families by partnering with other agencies and community-based organizations, including family-focused services, to increase access to mental health services and supports for families with competing daytime responsibilities.
5. Identify services that are most associated with successful individual and family outcomes, with a particular focus on effective collaborative approaches.

The program evaluation is built around these objectives.

Shasta County planned on a four-year overall timeframe for this Innovation project: six months of start-up activities (complete); three years of project implementation; and a final six months of wrap-up activities. Before any decision to recommend either continuing or discontinuing the project after the three-year pilot, a stakeholder process to share evaluation data and seek input will be initiated.

The CARE Center is already performing well above expectations. The goal was to serve 75 unique clients per quarter during 2017, and the center served 186 people. Clients have been referred to behavioral health services, community services, support groups, substance abuse treatment, housing services and more. About half of CARE Center visitors they would have either gone to the emergency room, called 911 or gone “nowhere” if this service hadn’t been available.

Just 44 of the 699 referrals were to emergency departments, which indicates that hundreds of people who likely would have gone to the emergency department if the CARE Center didn’t exist ended up being referred to lower-level, more appropriate and less expensive services. Remarkably, 173 of the 179 clients who completed a survey in 2017 said they felt welcome, safe and comfortable at the CARE Center, and all but six said staff provided them with support and helpful information about community resources.

The first CARE Center Quarterly Activity Report (which will be the basis for the annual report), and an Innovation Project Outcome Tracking Report can be found in Appendices M and N.

PROGRAM OVERVIEW: CAPITAL FACILITIES/TECHNOLOGICAL NEEDS

This refresh of the community mental health building was completed in 2016 and is therefore not included in this report.

MENTAL HEALTH SERVICES ACT BUDGETS

FY 2017/18 Mental Health Services Act Annual Update Funding Summary

County: Shasta

Date: 5/2/18

| | MHSA Funding | | | | | |
|---|---------------------------------|-----------------------------------|------------|----------------------------------|--|-----------------|
| | A | B | C | D | E | F |
| | Community Services and Supports | Prevention and Early Intervention | Innovation | Workforce Education and Training | Capital Facilities and Technological Needs | Prudent Reserve |
| A. Estimated FY 2017/18 Funding | | | | | | |
| Estimated Unspent Funds from Prior Fiscal | | | | | | |
| 1. Years | 4,400,886 | 2,515,265 | 2,647,694 | 0 | 0 | |
| 2. Estimated New FY 2017/18 Funding | 6,429,235 | 1,202,280 | 735,302 | | | |
| 3. Transfer in FY 2017/18 ^{a/} | 0 | | | | | |
| Access Local Prudent Reserve in FY | | | | | | |
| 4. 2017/18 | | | | | | 0 |
| Estimated Available Funding for FY | | | | | | |
| 5. 2017/18 | 10,830,121 | 3,717,545 | 3,382,996 | 0 | 0 | |
| B. Estimated FY 2017/18 MHSA Expenditures | 6,429,234 | 1,202,280 | 735,302 | 0 | 0 | |
| G. Estimated FY 2017/18 Unspent Fund Balance | 4,400,887 | 2,515,265 | 2,647,694 | 0 | 0 | |

| H. Estimated Local Prudent Reserve Balance | |
|---|---|
| 1. Estimated Local Prudent Reserve Balance on June 30, 2018 | |
| 2. Contributions to the Local Prudent Reserve in FY 2017/18 | 0 |
| 3. Distributions from the Local Prudent Reserve in FY 2017/18 | 0 |
| 4. Estimated Local Prudent Reserve Balance on June 30, 2018 | 0 |

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

FY 2017/18 Mental Health Services Act Annual Update Community Services and Supports (CSS) Funding

County: ShastaDate: 5/2/18

| | Fiscal Year 2017/18 | | | | | |
|---|---|--------------------------------------|---------------------------------------|---|---|--|
| | A | B | C | D | E | F |
| | Estimated Total Mental Health Expenditures | Estimated CSS Funding | Estimated Medi-Cal FFP | Estimated 1991 Realignment | Estimated Behavioral Health Subaccount | Estimated Other Funding |
| FSP Programs | | | | | | |
| Client Family Operating | | | | | | |
| 1. Services | 428,435 | 424,370 | | | | 4,065 |
| Shasta Triumph and | | | | | | |
| 2. Recovery | 1,578,458 | 885,197 | 669,905 | | | 23,356 |
| Crisis Residential and | | | | | | |
| 3. Recovery | 947,452 | 90,651 | 847,811 | | | 8,990 |
| 4. Crisis Response | 1,804,831 | 1,311,290 | 476,415 | | | 17,126 |
| 5. Outreach-Access | 1,587,726 | 1,188,479 | 374,152 | | | 25,095 |
| 6. Housing Continuum | 40,337 | 39,954 | | | | 383 |
| 7. | 0 | | | | | |
| Non-FSP Programs | | | | | | |
| 1. Rural Health Initiative | 1,210,508 | 675,096 | 101,849 | | | 433,563 |
| 2. Older Adult Services | 45,765 | 23,427 | 18,644 | | | 3,694 |
| 3. Co-occurring Integration | 354,663 | 72,836 | 213,860 | | | 67,967 |
| 4. Laura's Law | 344,899 | 341,626 | | | | 3,273 |
| 5. | 0 | | | | | |
| CSS Administration | 1,389,493 | 1,376,308 | | | | 13,185 |
| CSS MHSA Housing Program Assigned Funds | 0 | | | | | |
| Total CSS Program Estimated Expenditures | 9,732,567 | 6,429,234 | 2,702,636 | 0 | 0 | 600,697 |
| FSP Programs as Percent of Total | 99.3% | | | | | |

FY 2017/18 Mental Health Services Act Annual Update Prevention and Early Intervention (PEI) Funding

County: ShastaDate: 5/2/18

| | Fiscal Year 2017/18 | | | | | |
|---|---|--------------------------|------------------------------|----------------------------------|---|-------------------------------|
| | A | B | C | D | E | F |
| | Estimated Total Mental Health Expenditures | Estimated PEI Funding | Estimated Medi-Cal FFP | Estimated 1991 Realignment | Estimated Behavioral Health Subaccount | Estimated Other Funding |
| PEI Programs - Prevention | | | | | | |
| 1. Stigma and Discrimination | 286,677 | 283,958 | | | | 2,719 |
| 2. Suicide Prevention | 220,633 | 218,541 | | | | 2,092 |
| 3. | 0 | | | | | |
| 4. | 0 | | | | | |
| 5. | 0 | | | | | |
| 6. | 0 | | | | | |
| 7. | 0 | | | | | |
| 8. | 0 | | | | | |
| 9. | 0 | | | | | |
| 10. | 0 | | | | | |
| PEI Programs - Early Intervention | | | | | | |
| Children and Youth in Stressed | | | | | | |
| 11. Families: | 0 | | | | | |
| Triple P | 405,060 | 252,299 | 148,919 | | | 3,842 |
| ACE | 121,521 | 120,368 | | | | 1,153 |
| Middle School Youth at Risk | 30,912 | 30,619 | | | | 293 |
| TFCBT | 5,000 | 4,953 | | | | 47 |
| 16. Individuals Experiencing Onset of Serious Psychiatric Illness | 147,741 | 48,220 | 98,120 | | | 1,401 |
| 17. | 0 | | | | | |
| 18. | 0 | | | | | |
| 19. | 0 | | | | | |
| PEI Administration | 245,652 | 243,322 | | | | 2,330 |
| PEI Assigned Funds | 0 | | | | | |
| Total PEI Program Estimated Expenditures | 1,463,196 | 1,202,280 | 247,039 | 0 | 0 | 13,877 |

FY 2017/18 Mental Health Services Act Annual Update Innovations (INN) Funding

County: ShastaDate: 5/2/18

| | Fiscal Year 2017/18 | | | | | |
|---|---|-----------------------------|------------------------------|----------------------------------|---|-------------------------------|
| | A | B | C | D | E | F |
| | Estimated Total Mental Health Expenditures | Estimated INN Funding | Estimated Medi-Cal FFP | Estimated 1991 Realignment | Estimated Behavioral Health Subaccount | Estimated Other Funding |
| INN Programs | | | | | | |
| 1. Program Planning | 0 | | | | | |
| 2. Program Implementation | 742,346 | 735,302 | | | | 7,044 |
| 3. | 0 | | | | | |
| 4. | 0 | | | | | |
| 5. | 0 | | | | | |
| 6. | 0 | | | | | |
| 7. | 0 | | | | | |
| 8. | 0 | | | | | |
| 9. | 0 | | | | | |
| 10. | 0 | | | | | |
| 11. | 0 | | | | | |
| 12. | 0 | | | | | |
| 13. | 0 | | | | | |
| 14. | 0 | | | | | |
| 15. | 0 | | | | | |
| 16. | 0 | | | | | |
| 17. | 0 | | | | | |
| 18. | 0 | | | | | |
| 19. | 0 | | | | | |
| 20. | 0 | | | | | |
| INN Administration | 0 | | | | | |
| Total INN Program Estimated Expenditures | 742,346 | 735,302 | 0 | 0 | 0 | 7,044 |

**FY 2017/18 Mental Health Services Act Annual Update
Workforce, Education and Training (WET) Funding**

County: Shasta

Date: _____

| | Fiscal Year 2017/18 | | | | | |
|---|---|--------------------------------------|---------------------------------------|---|---|--|
| | A | B | C | D | E | F |
| | Estimated Total Mental Health Expenditures | Estimated WET Funding | Estimated Medi-Cal FFP | Estimated 1991 Realignment | Estimated Behavioral Health Subaccount | Estimated Other Funding |
| WET Programs | | | | | | |
| Comprehensive Training | | | | | | |
| 1. Program | 0 | | | | | |
| 2. | 0 | | | | | |
| 3. | 0 | | | | | |
| 4. | 0 | | | | | |
| 5. | 0 | | | | | |
| 6. | 0 | | | | | |
| 7. | 0 | | | | | |
| 8. | 0 | | | | | |
| 9. | 0 | | | | | |
| 10. | 0 | | | | | |
| WET Administration | 0 | | | | | |
| Total WET Program Estimated Expenditures | 0 | 0 | 0 | 0 | 0 | 0 |

**FY 2017/18 Mental Health Services Act Annual Update
Capital Facilities/Technological Needs (CFTN) Funding**

County

: Shasta

Date: _____

| | Fiscal Year 2017/18 | | | | | |
|---|---|--------------------------------------|---------------------------------------|---|---|--|
| | A | B | C | D | E | F |
| | Estimated Total Mental Health Expenditures | Estimated WET Funding | Estimated Medi-Cal FFP | Estimated 1991 Realignment | Estimated Behavioral Health Subaccount | Estimated Other Funding |
| CFTN Programs - Capital Facilities Projects | | | | | | |
| 1. Remodel / Renovation | 0 | | | | | |
| 2. | 0 | | | | | |
| 3. | 0 | | | | | |
| 4. | 0 | | | | | |
| 5. | 0 | | | | | |
| 6. | 0 | | | | | |
| 7. | 0 | | | | | |
| 8. | 0 | | | | | |
| 9. | 0 | | | | | |
| 10. | 0 | | | | | |
| CFTN Programs – Technological Needs Projects | 0 | | | | | |
| CFTN Administration | | | | | | |
| Total CFTN Program Estimated Expenditures | 0 | 0 | 0 | 0 | 0 | 0 |

PLAN FOR FUNDS SUBJECT TO REVERSION

Shasta County has a \$1,784,475 balance in its Innovation funds from FY 2008-09 through FY 2014-15, including \$337,661 that is subject to reversion in July 1, 2020.

Enclosure 1

4/24/2018

DEPARTMENT OF HEALTH CARE SERVICES**MHSA Funds Subject to Reversion by Fiscal Year by Component**

| Shasta | CSS | PEI | INN | WET | CFTN | Total |
|--------------|------|------|--------------|------|------------|--------------|
| FY 2005-06 | \$ - | | | | | \$ - |
| FY 2006-07 | \$ - | | | \$ - | | \$ - |
| FY 2007-08 | \$ - | \$ - | | | \$422,238 | \$ 422,238 |
| FY 2008-09 | \$ - | \$ - | \$ 337,661 | | | \$ 337,661 |
| FY 2009-10 | \$ - | \$ - | \$ 315,781 | | | \$ 315,781 |
| FY 2010-11 | \$ - | \$ - | \$ 407,796 | | | \$ 407,796 |
| FY 2011-12 | \$ - | \$ - | \$ 13,008 | | | \$ 13,008 |
| FY 2012-13 | \$ - | \$ - | \$ 352,047 | | | \$ 352,047 |
| FY 2013-14 | \$ - | \$ - | \$ 281,056 | | | \$ 281,056 |
| FY 2014-15 | \$ - | \$ - | \$ 77,126 | | | \$ 77,126 |
| Total | \$ - | \$ - | \$ 1,784,475 | \$ - | \$ 422,238 | \$ 2,206,713 |

\$ - No Funds Subject to Reversion
 ARER expenditure data is not complete

Our Innovations project, the CARE Center, opened in early 2017. Our contract with Hill Country Community Clinic to operate this center is \$740,000 per year in 2017, 2018 and 2019. Therefore, the funds in the chart above will be spent as follows:

- 2017: \$337,661 (from 2008-09), \$315,781 (from 2009-10), and \$86,558 from 2010-11
- 2018: \$321,238 (the balance from 2010-11), \$13,009 (from 2011-12), \$352,047 (2012-13), \$53,707 from 2013-14
- 2019: \$227,349 (the balance from 2013-14), \$77,126 (2014-15), plus an additional \$435,525 from FY 2015-16 and 2016-2017

This plan and its budget was approved by MHSOAC on Dec. 17, 2015, and it met all the required elements of an Innovative proposal as stated in the Innovation Regulations.

Shasta County is also showing that \$422,238 from Capital Facilities and Technological Needs is subject to reversion, but that is being appealed. Shasta County incorrectly reported the CFTN money under the CSS component for 2016-17. The CFTN budget should be zero.

COUNTY CERTIFICATIONS

MHSA COUNTY COMPLIANCE CERTIFICATION

County: Shasta

| | |
|---|---|
| County Mental Health Director Name: Donnell Ewert, MPH Telephone Number: (530) 245-6269 E-mail: dewert@co.shasta.ca.us | Project Lead Name: Kerri Schuette Telephone Number: (530) 245-6951 E-mail: kschuette@co.shasta.ca.us |
| Mailing Address: <div style="text-align: center;">2615 Breslauer Way Redding, CA 96001</div> | |

I hereby certify that I am the official responsible for the administration of Shasta County mental health services in and for said county and that the County has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this annual update, including stakeholder participation and nonsupplantation requirements.

This annual update has been developed with the participation of stakeholders, in accordance with Welfare and Institutions Code Section 5848 and Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate. The annual update and expenditure plan, attached hereto, was adopted by the Shasta County Board of Supervisors on June 12, 2018.

Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

All documents in the attached annual update are true and correct.

Donnell Ewert, MPH
Shasta County Mental Health Director

Date

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION¹**County:** Shasta

- ☐ Three-Year Program and Expenditure Plan
☒ Annual Update
☐ Annual Revenue and Expenditure Report

| | |
|--|--|
| Local Mental Health Director Name: Donnell Ewert, MPH Telephone Number: (530) 245-6269 E-mail: dewert@co.shasta.ca.us | County Auditor-Controller Name: Brian Muir Telephone Number: (530) 225-5541 E-mail: bmuir@co.shasta.ca.us |
| Mailing Address: 2615 Breslauer Way Redding, CA 96001 | |

I hereby certify that the Annual Update is true and correct and that Shasta County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

 Donnell Ewert, MPH
 Shasta County Mental Health Director

 Date

I hereby certify that for the fiscal year ending June 30, 2018, Shasta County has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that Shasta County's financial statements are audited annually by an independent auditor and the most recent audit report is dated for the fiscal year ending June 30, 2016. I further certify that for the fiscal year ending June 30, 2016, the State MHSA distributions were recorded as revenues in the local MHS Fund; that Shasta County MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that Shasta County has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

 Brian Muir
 Shasta County Auditor-Controller

 Date

¹Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)

PUBLIC COMMENT/PUBLIC HEARING

30-Day Public Comment Period and Public Hearing

The public comment period for the MHSA Annual Update 2018-19 opened on May 4, 2018, and closed on June 4, 2018. A Public Hearing was conducted by the Shasta County Mental Health, Alcohol and Drug Advisory Board during their June 6, 2018.

Distribution

Public notice regarding the public comment period and public hearing was published in several local newspapers throughout Shasta County during the 30-day period of May 4, 2018, and June 4, 2018. Public notice and copy of the draft document was posted in several public locations throughout the community and made available online at the Shasta County Health and Human Services Agency website and via social media. The draft document was e-mailed to stakeholders, advisory board members and stakeholder workgroup members, and copies were available upon request.

Comments Received

- XXXXXXXXXXXX

Approval

At a special meeting on June 6, 2018, the Shasta County Mental Health, Alcohol and Drug Advisory Board voted to recommend that the Shasta County Board of Supervisors adopt the MHSA Annual Update Fiscal Year 2018-19. The Shasta County Board of Supervisors adopted the plan on June 12, 2018.

ONLINE RESOURCES

Shasta County Health and Human Services Agency

shastahhsa.net

shastamhsa.com

Stigma and Discrimination Reduction

standagainststigma.com

getbettertogether.net

California Stigma and Discrimination Reduction

eachmindmatters.org

reachout.com

Triple P - Positive Parenting Program

triplepshasta.com

Suicide Prevention

shastasuicideprevention.com

California Suicide Prevention

yourvoicecounts.org

suicideispreventable.org

Olberg Wellness Center

nvcss.org

Circle of Friends Wellness Center

hillcountryclinic.org

National Alliance on Mental Illness Shasta County

namishastacounty.org

Hill Country Health and Wellness Center

hillcountryclinic.org

Shingletown Medical Center

shingletownmedcenter.org

Mountain Valleys Health Centers

mtnvalleyhc.org

Shasta Community Health Center

shastahealth.org

Shasta Strengthening Families

shastastrongfamilies.org

CONTACT INFORMATION

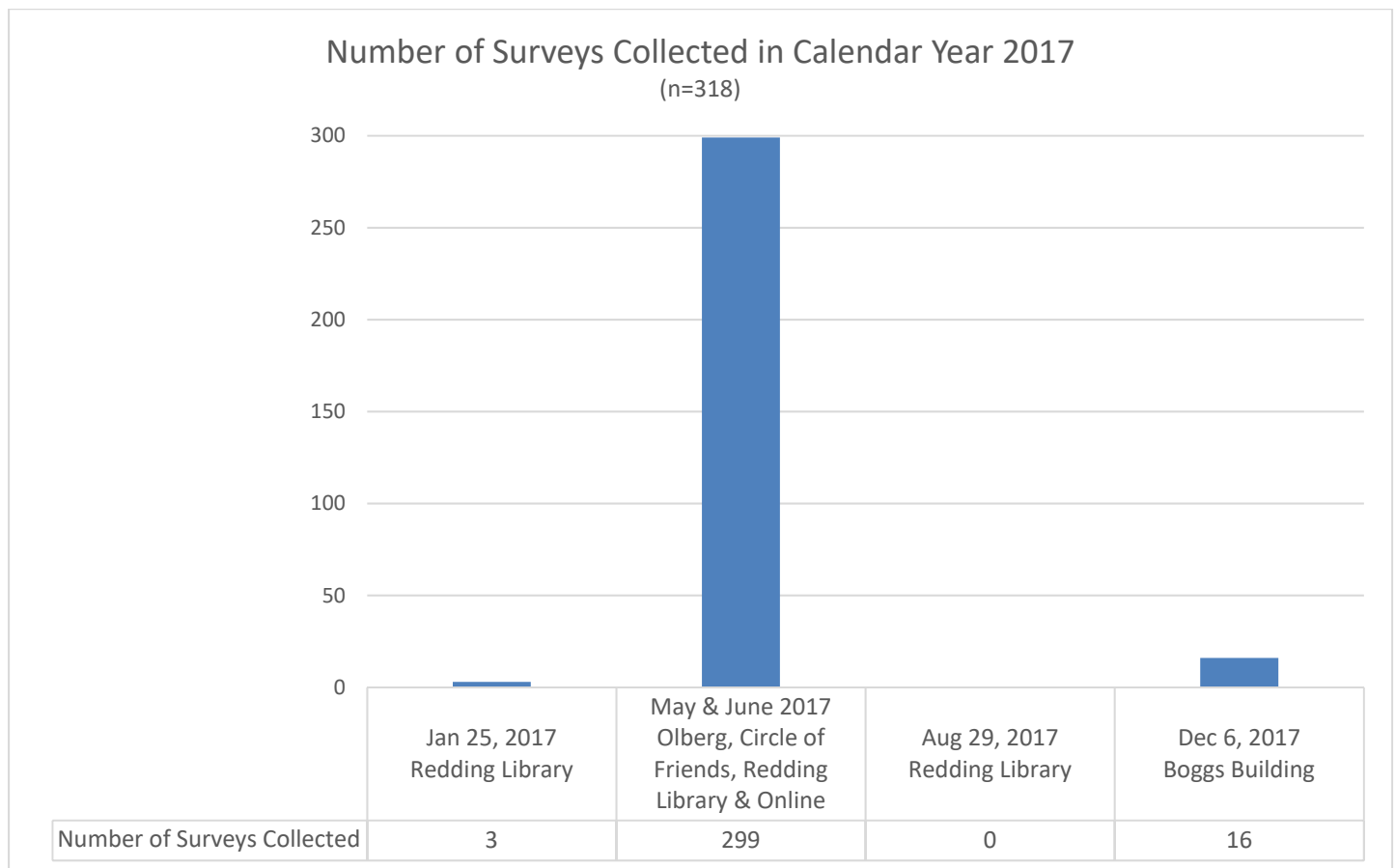
For information regarding this document, please contact:

Kerri Schuette, Mental Health Services Act Coordinator
Shasta County Health and Human Services Agency
2615 Breslauer Way
Redding, CA 96001
(530) 245-6951
kschuette@co.shasta.ca.us

Mental Health Services Act (MHSA)
Consolidated Community Stakeholder Meeting Survey Results
Data from Community Stakeholder Online Survey and
Paper Forms Made Available at Various Meetings between 1/1/17-12/31/17

During calendar year 2017, there were a total of 6 different in-person community stakeholder meetings held, as well as an online survey period. All survey information, both electronic and paper copies, was collected, and the data that follows is a consolidation of the results from both sources. A total of 318 surveys were collected. Please note that some surveys may have been completed by the same people at different meetings, or completed multiple times online, so this is not an unduplicated count. Additionally, the questions on the surveys varied slightly, as data collection points were refined by the county over time. Some questions were not asked on earlier or later surveys, so response rates may appear artificially low. The number of responses is noted in the title of each following chart.

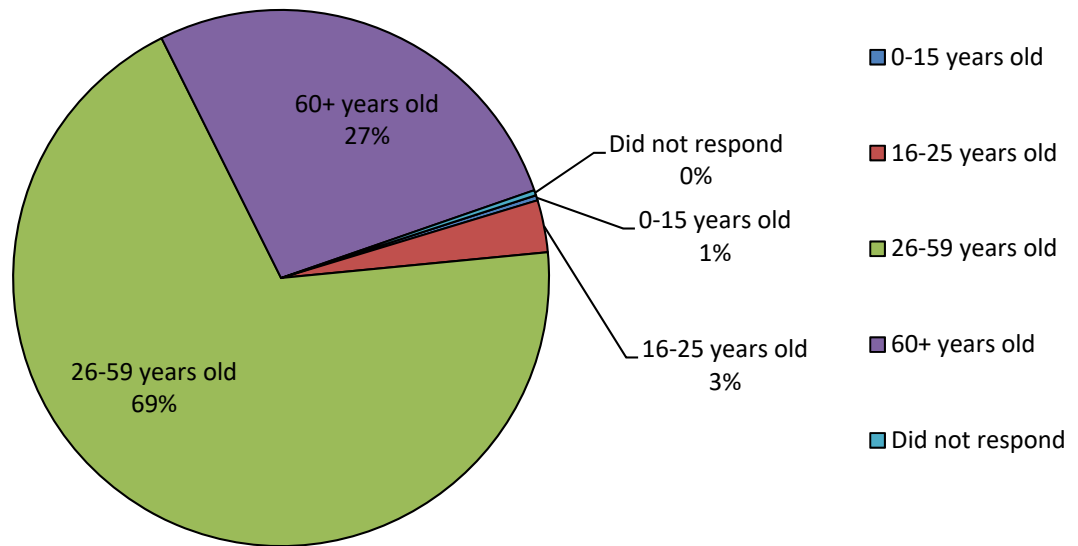
The largest portion of these surveys (299 or 94%) were collected during the public comment and stakeholder input process for the Fiscal Year 2017-18 Through Fiscal Year 2019-20 Three-Year Program and Expenditure Plan report. This process included three in-person meetings (5/23/17 at Olberg Wellness Center, 5/31/17 at Circle of Friends Wellness Center, and 5/31/17 at the Redding Library) and then an on-line survey available 5/17/17 – 6/9/17. All responses from these various meetings and sources were consolidated.



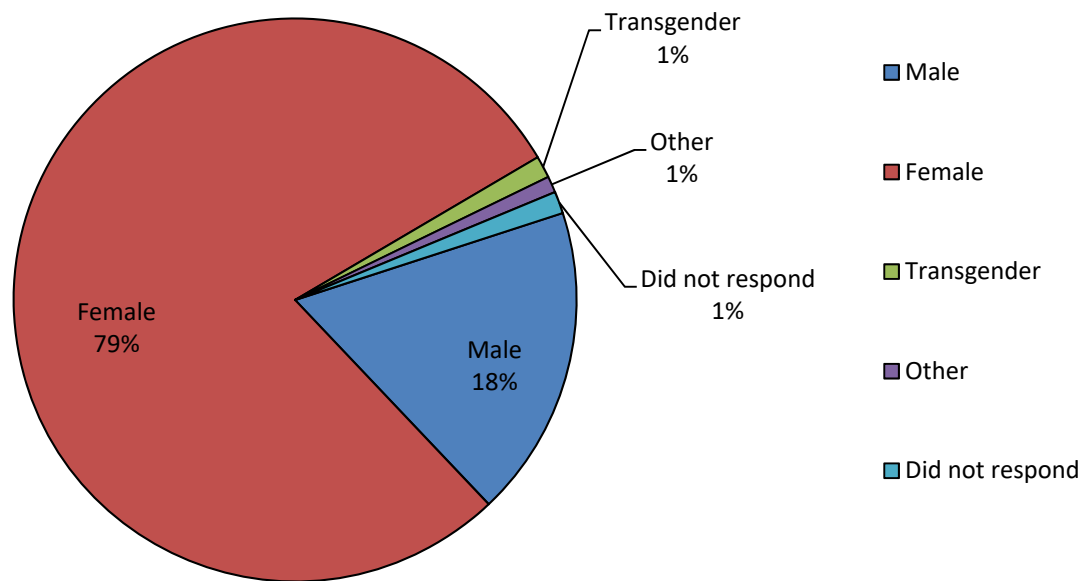
DEMOGRAPHICS

Age Groups Represented by Community Stakeholder Surveys

(n=318)

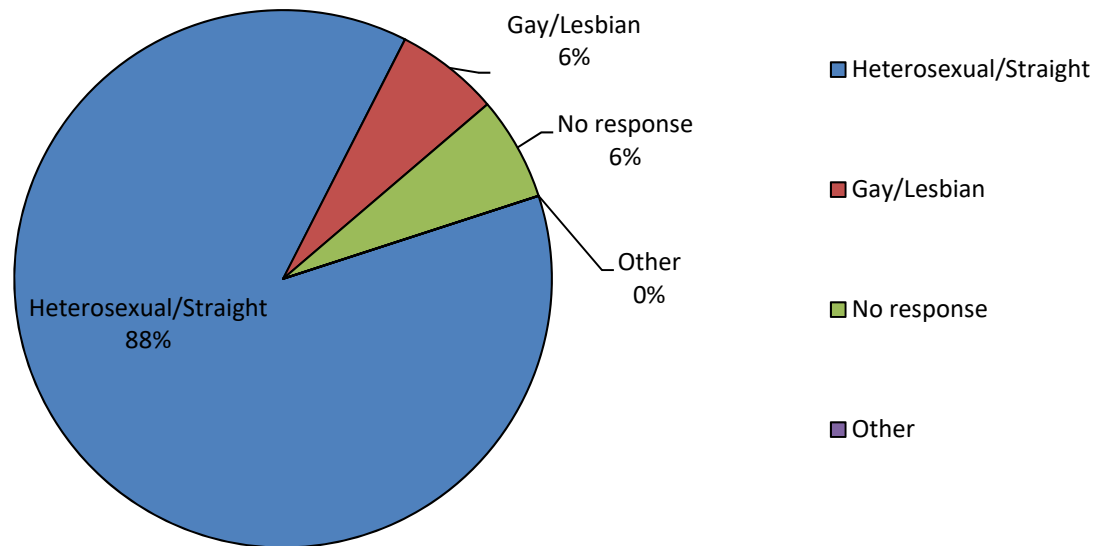
**Genders Represented by Community Stakeholder Surveys**

(n=318)



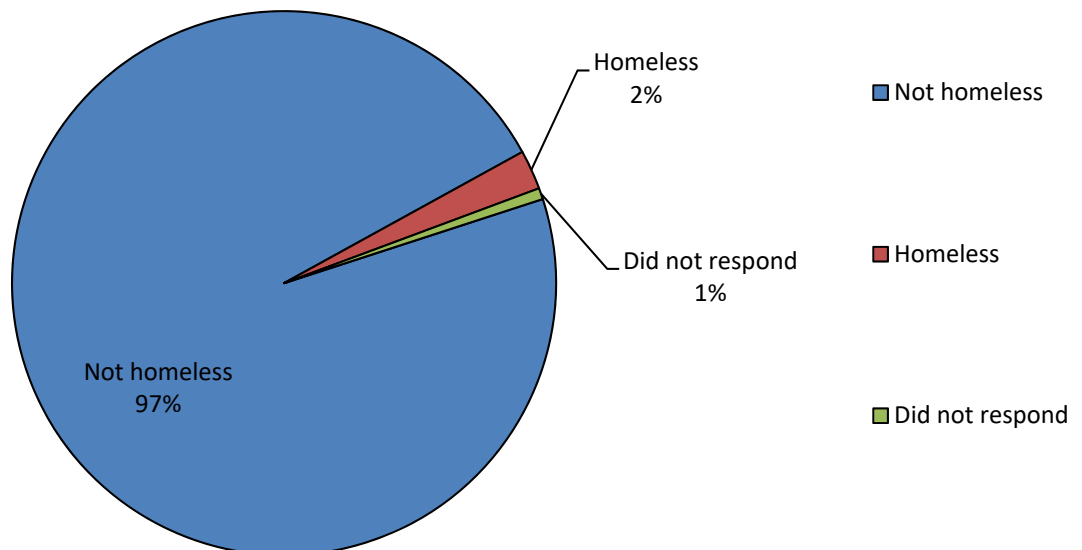
Sexual Orientations Represented by Community Stakeholder Surveys

(n=16)

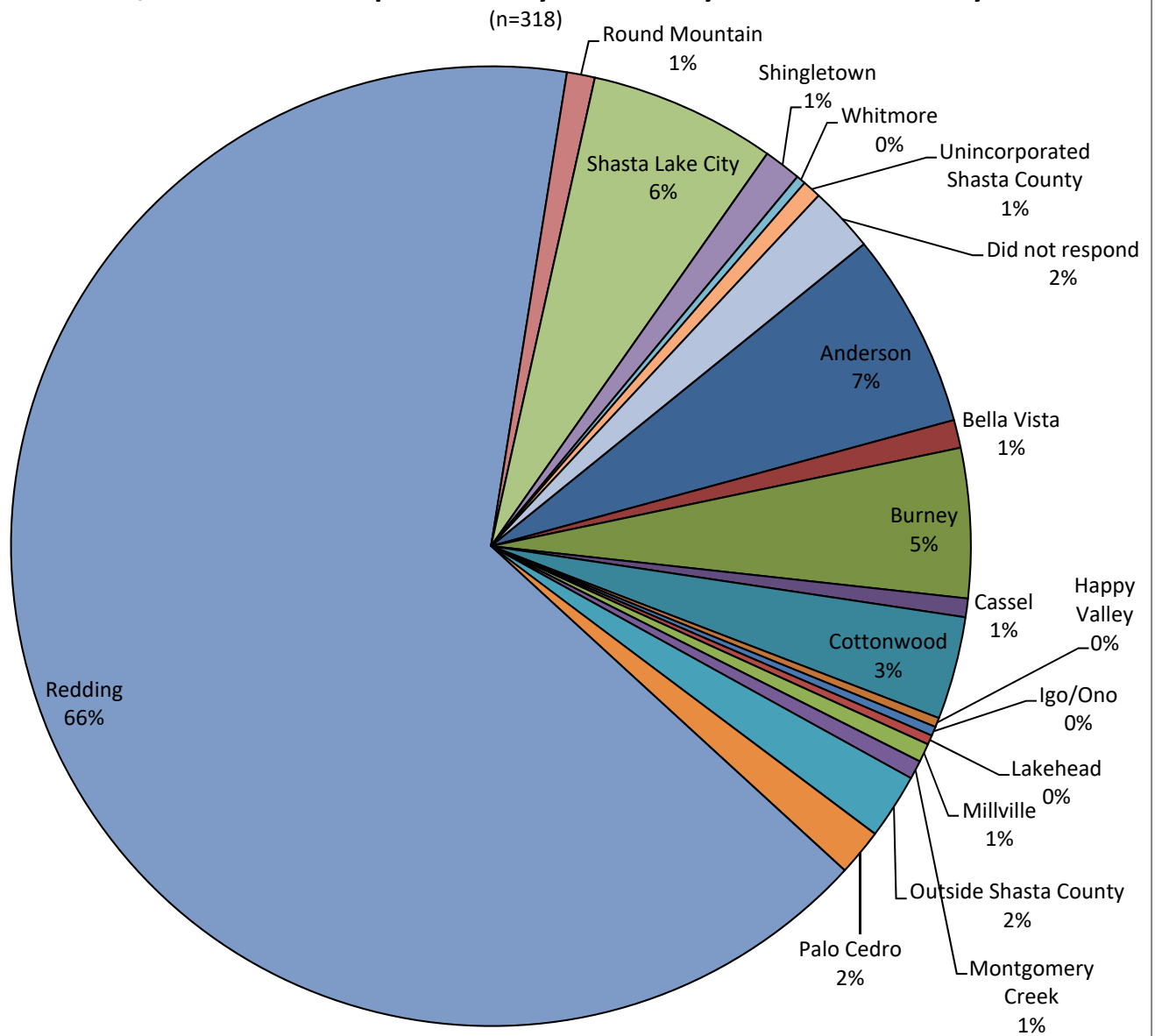


Homeless Represented by Community Stakeholder Surveys

(n=299)

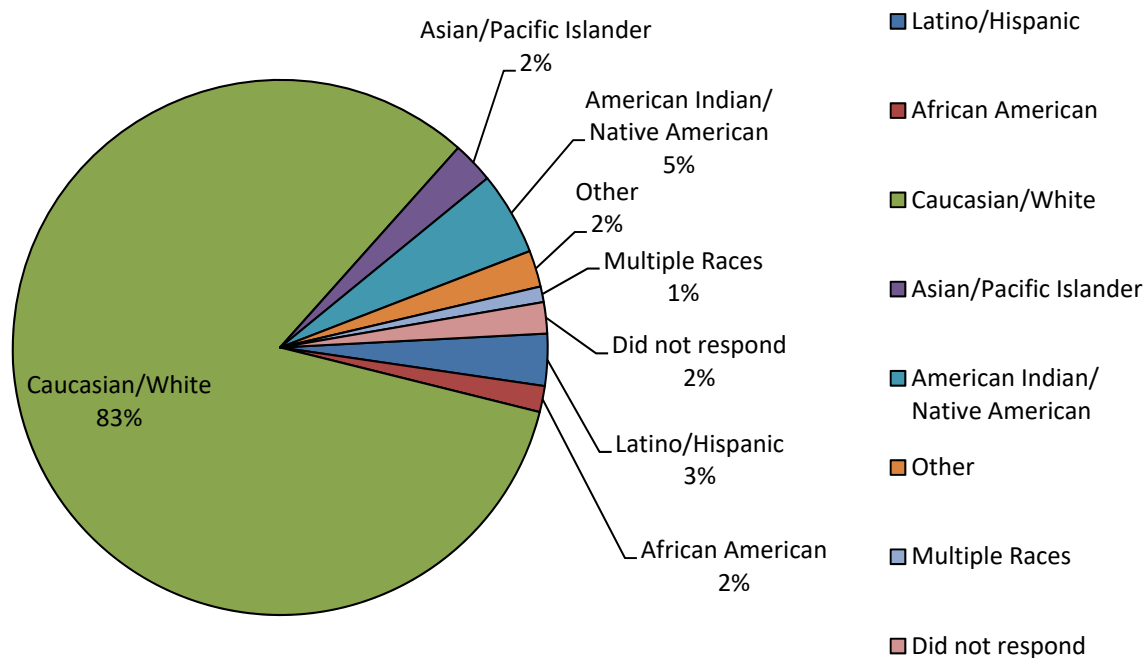


Towns/Communities Represented by Community Stakeholder Surveys



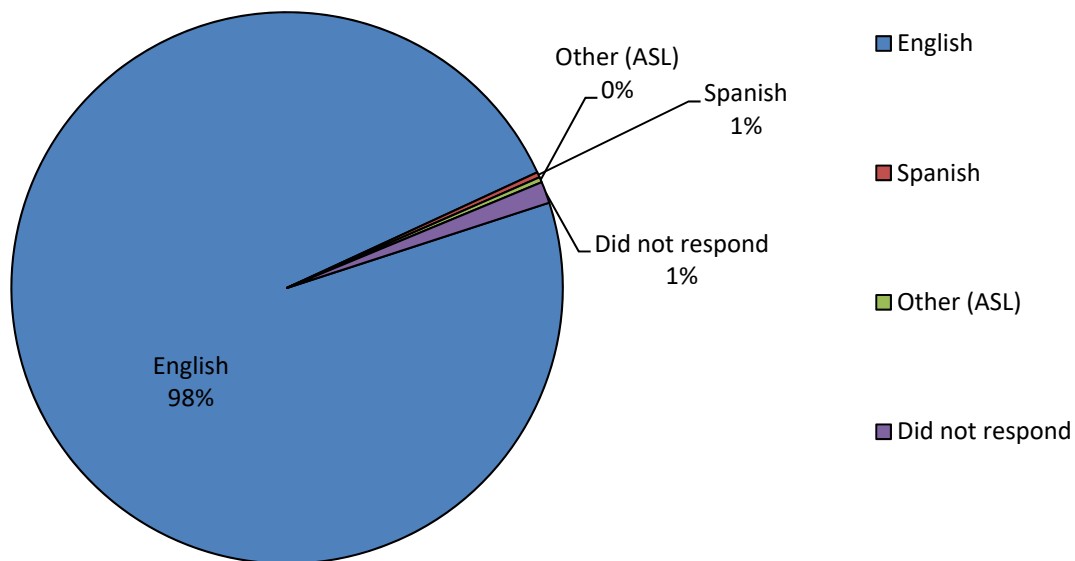
Race/Ethnicity Groups Represented by Community Stakeholder Surveys

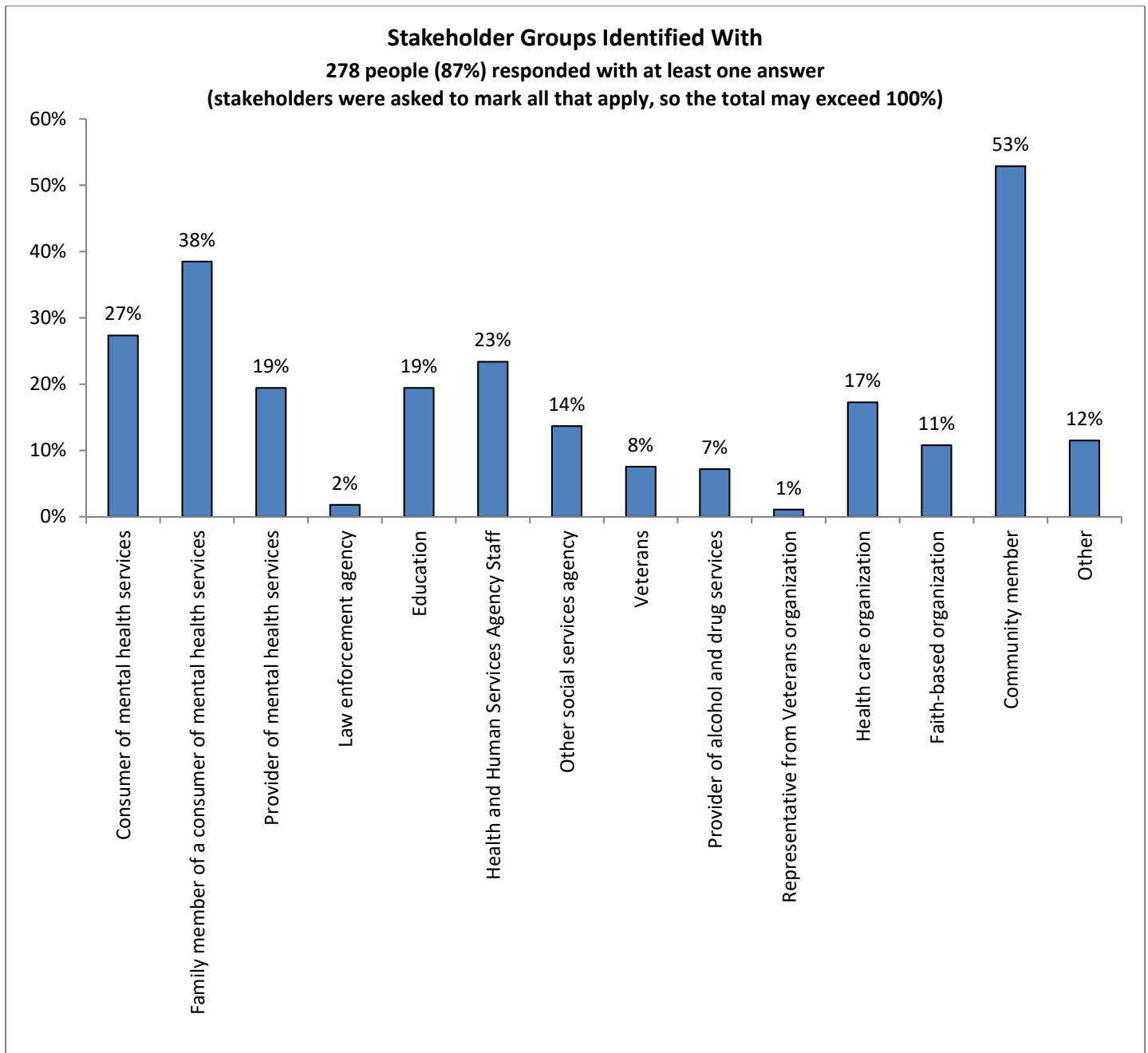
(n=318)



Primary Language Groups Represented by Community Stakeholder Surveys

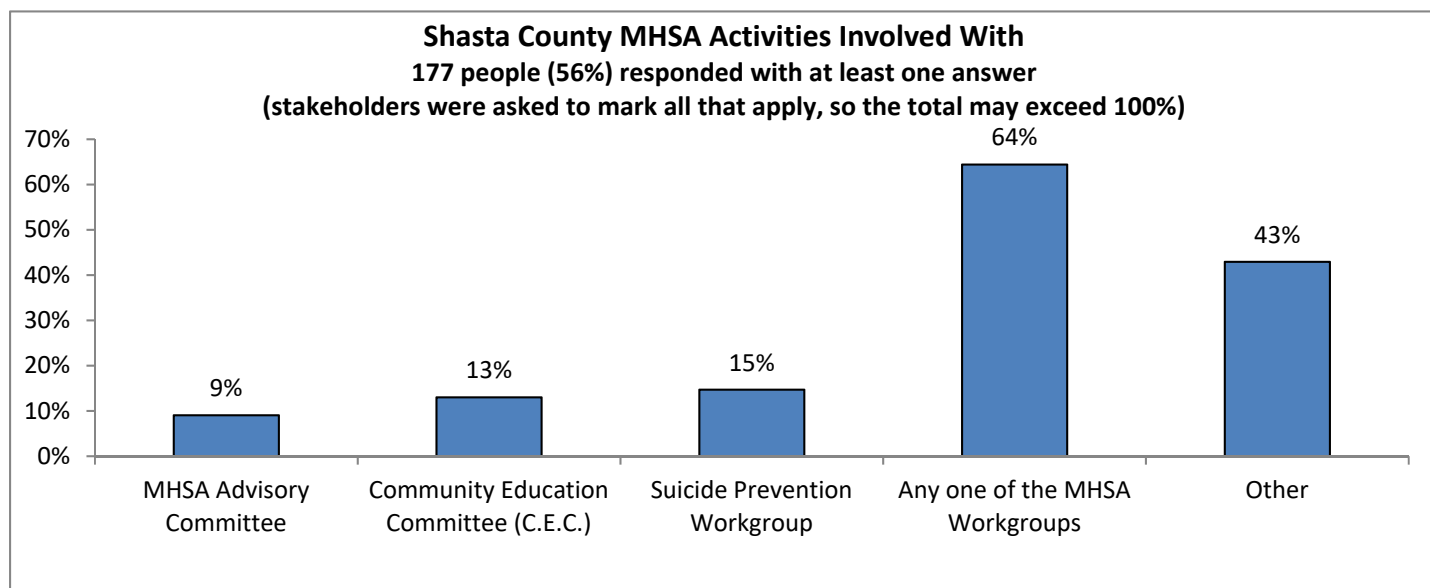
(n=318)



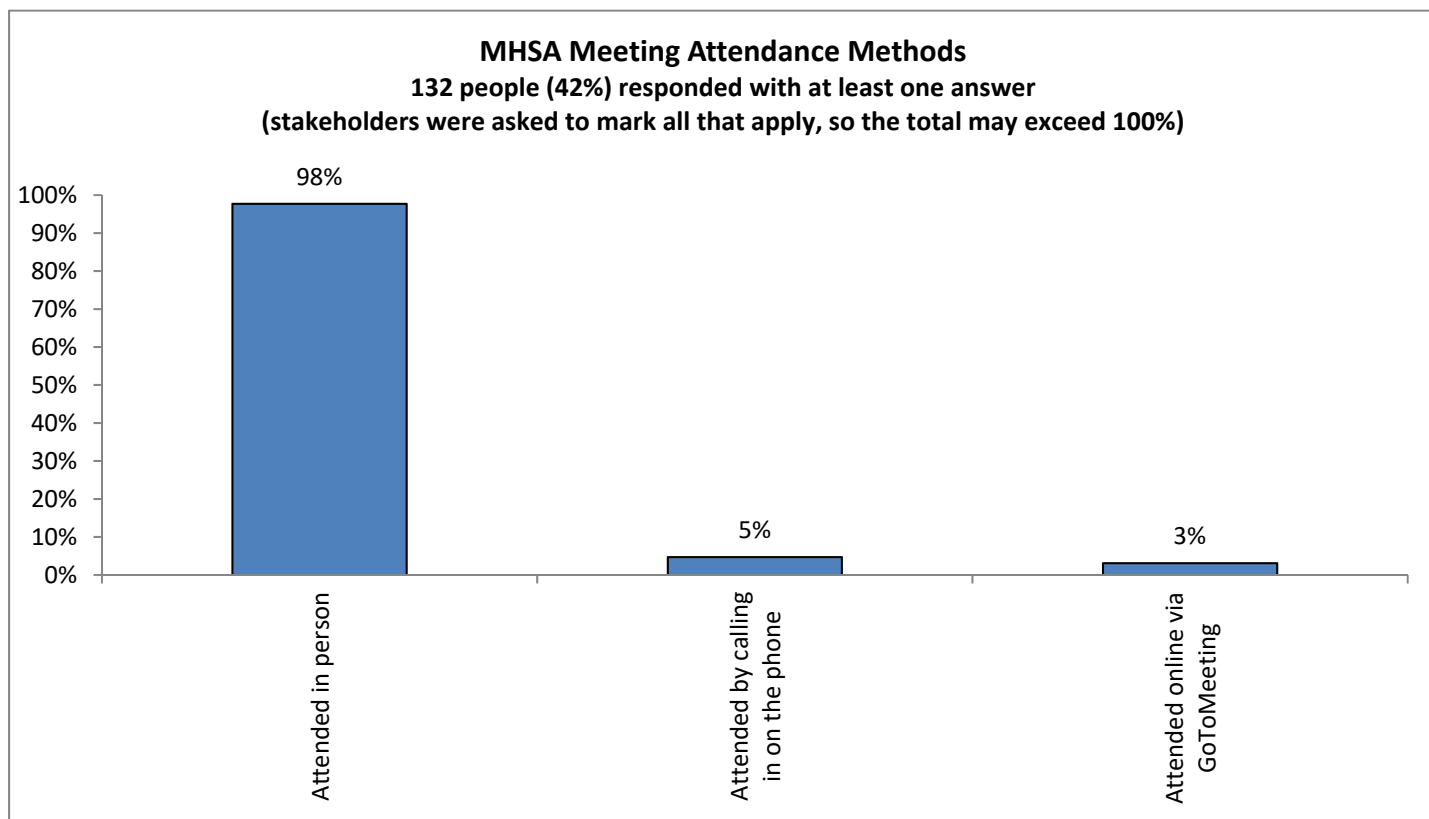
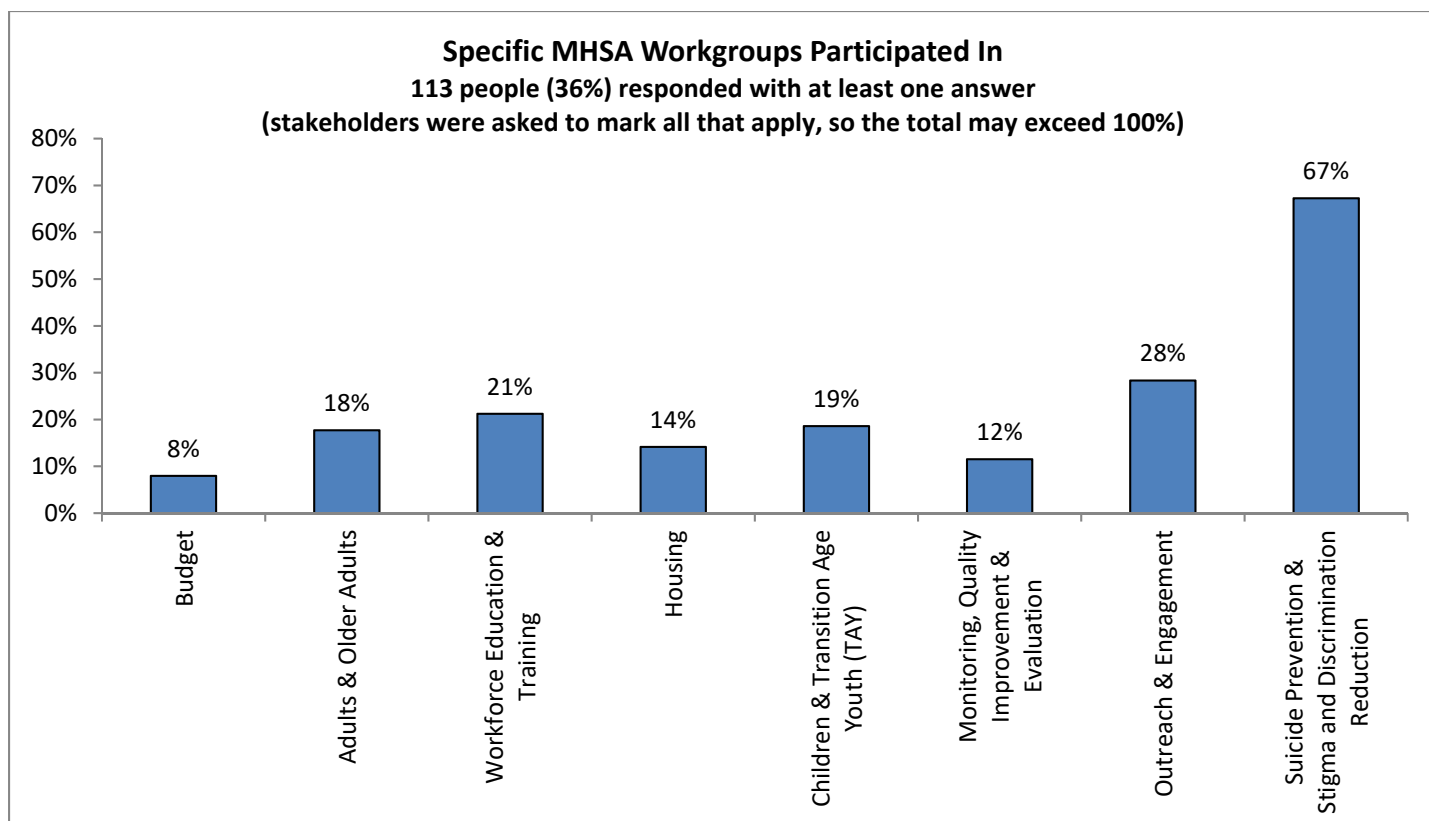


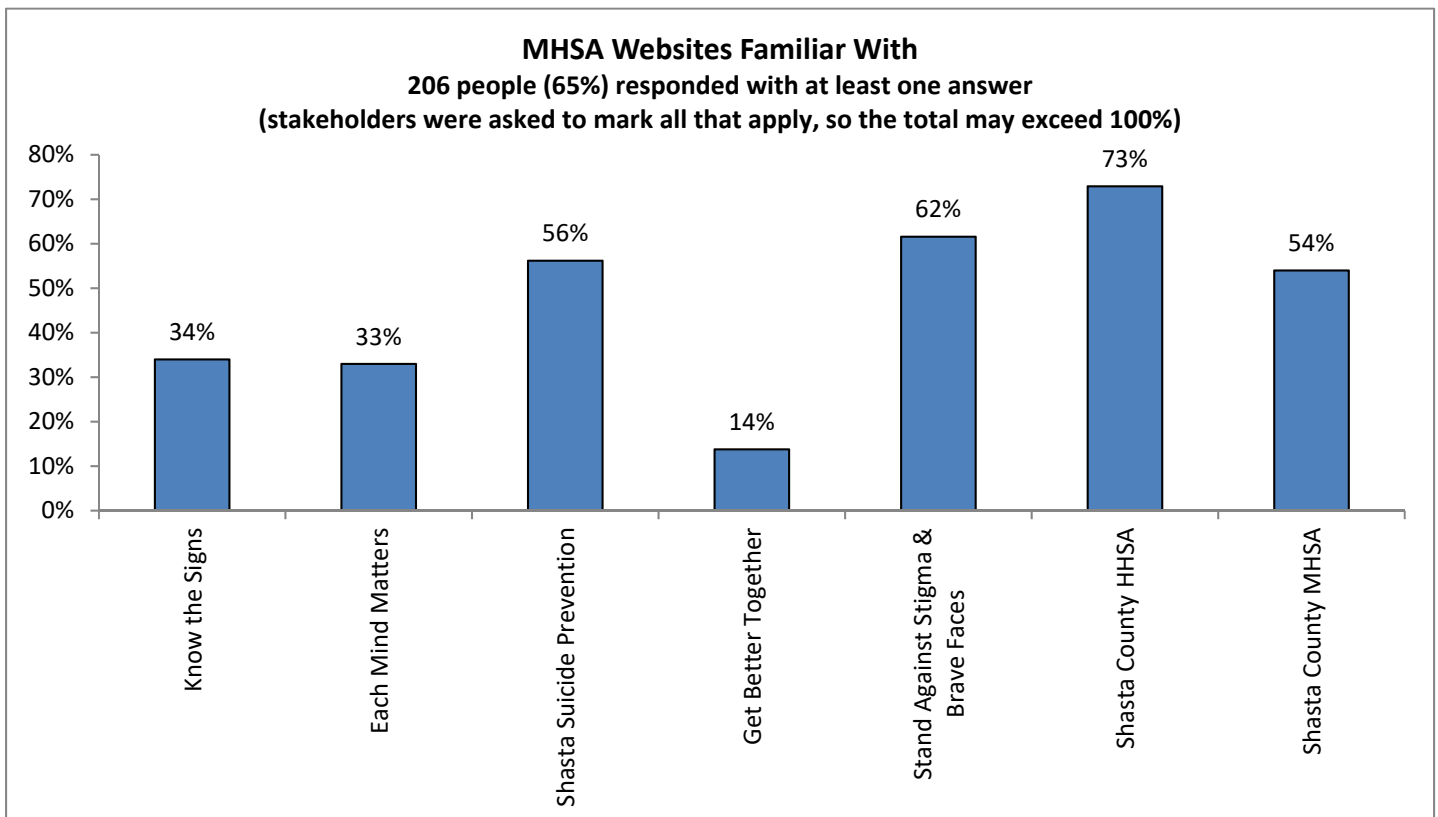
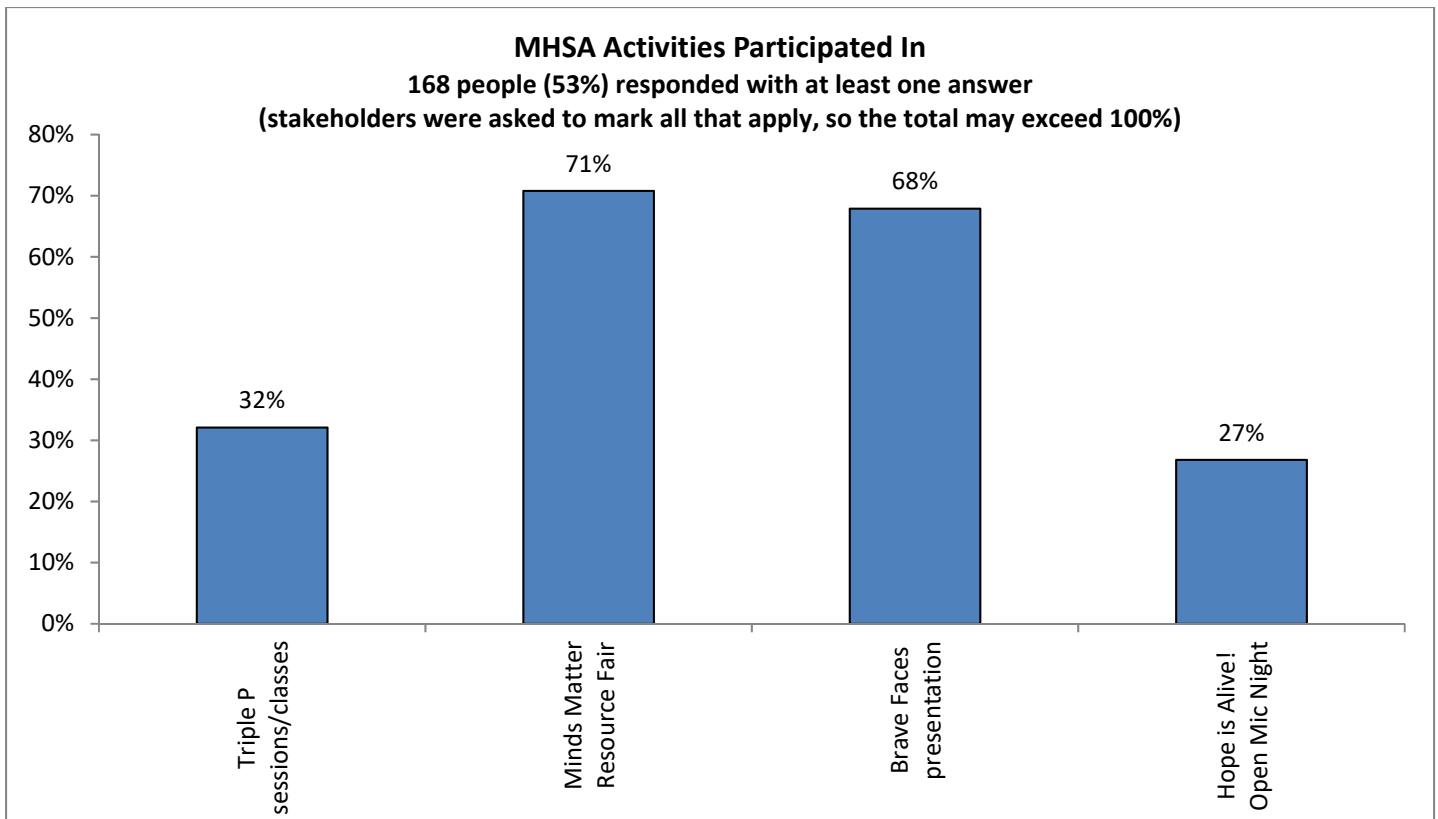
| Other (please specify): | # of responses | Other (please specify): | # of responses |
|---|----------------|---|----------------|
| Brave Faces advocate/speaker | 3 | Government Agency | 1 |
| NAMI Shasta County | 2 | Handicapped. I think we need the Hope van here in Burney. | 1 |
| Non-profit | 2 | Licensed health provider | 1 |
| AA / Al-Anon (30 years alcohol / drug free) | 1 | MHSA Volunteer | 1 |
| admin of chronic illness support group | 1 | Partner in a small, independent community services center | 1 |
| chemical People | 1 | People of Progress-information center | 1 |
| City Councilmember | 1 | Planning | 1 |
| Community Partner Recreation Services | 1 | Positive thinking | 1 |
| Concerned "lifer" | 1 | Previously homeless 22 months ago. | 1 |
| County COC/non-profit | 1 | Public relations-investigative reporter | 1 |
| Court Appointed Special Advocate (CASA) | 1 | Teacher for Head Start | 1 |
| Design - Mental Health and Addiction | 1 | Triple P Practitioner | 1 |
| Family law attorney | 1 | Volunteer thrift shop; volunteer meal provider | 1 |
| Funder | 1 | Worked at Shasta Day School | 1 |

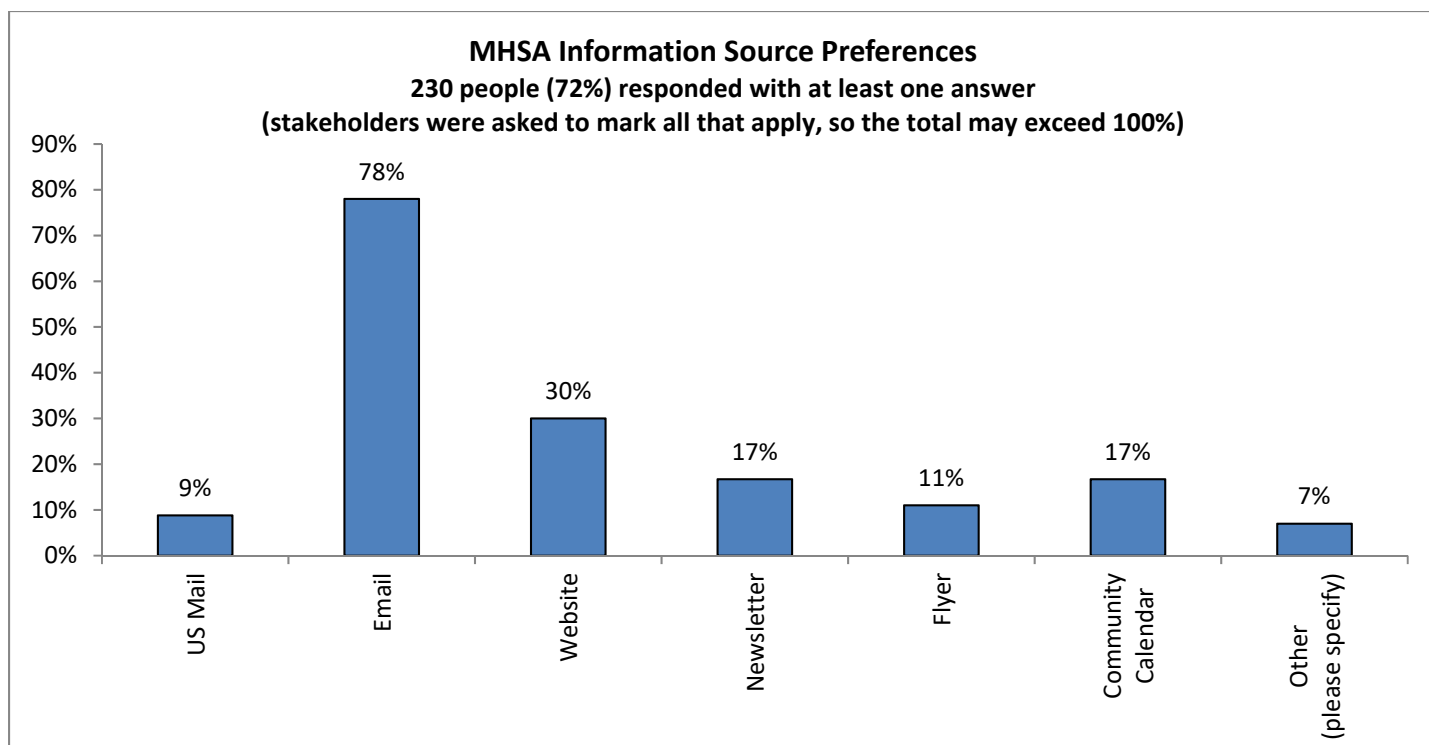
PERSONAL INVOLVEMENT / PUBLIC PRESENCE



| Other (please specify): | # of responses | Other (please specify): | # of responses |
|---|----------------|--|----------------|
| Did not know about them/not currently involved | 22 | I work with consumers who are served by MHSA | 1 |
| Attended Brave Faces/Stand Against Stigma events | 4 | I...refer clients to mental health services, I am a home visitor to help adults and children with mental health issues | 1 |
| MHSA Academy/Volunteer/Student Intern | 4 | I'm in therapy? | 1 |
| Staff in MHSA-funded programs | 3 | League of Women Voters of the Redding Area | 1 |
| Attended Suicide Prevention training | 2 | MHSA-PEI meetings | 1 |
| Employed by Health & Human Services Agency | 2 | My hospital is involved and it affects us on a daily basis | 1 |
| MHADAB member | 2 | Now disabled | 1 |
| ACE Prevention | 1 | other | 1 |
| Breaking Barriers, SCMH Placed Based Alignment Meeting | 1 | Partner | 1 |
| CA Mental Health Planning Council | 1 | Partner-support group | 1 |
| Community meetings, occasional | 1 | previously worked with Children's PEI | 1 |
| Drug Medi-Cal | 1 | Public Health Advisory Board | 1 |
| Have attended all the meetings listed above. | 1 | receive info from all above, share info to community partners | 1 |
| Held a meeting against stigma at our facility | 1 | Receive the Suicide Prevention Workgroup emails | 1 |
| I attended a few Suicide Prevention workgroup meetings | 1 | Redding CAMFT Monthly meeting | 1 |
| I formerly attended MHSA Advisory Committee meetings | 1 | Retired teacher of Special Needs Students | 1 |
| I have previously attended and participated in CEC meetings | 1 | School and community member | 1 |
| I participated in the initial formation of a group that was to come together during incidents the would have exceeded the strength of other medical assets. | 1 | service referrals | 1 |
| I publicize MHSA successes via Facebook / social media / email / smart phone to 3 peace based international organizations | 1 | Shasta County Interfaith Forum | 1 |
| I recieve invites to events and projects that I then forward out to my contacts. | 1 | Stakeholder, Program Support | 1 |
| I train future mental health practitioners in the requirements of the MHSA | 1 | support staff | 1 |
| I will be attending the Suicide Prevention Workgroup monthly meetings | 1 | Work in ER | 1 |
| I work in affordable housing | 1 | Would like more info/input from "old school"! | 1 |







| Other (please specify): | # of responses |
|--|----------------|
| Facebook | 5 |
| Private email addresses shared | 3 |
| Record Searchlight Paper | 2 |
| Social Media | 2 |
| Word of mouth | 2 |
| CA Mental Health Planning Council | 1 |
| Community bulletin boards | 1 |
| Information is not getting to me as a retired person | 1 |
| Meetings and presentations. Formerly from the monthly Breslauer Bulletin. I feel like interagency communication and program knowledge could be better. | 1 |
| MHSA, City of Redding, Shasta Co? | 1 |
| Radio | 1 |
| Through the Wellness Center | 1 |
| Why are there not regular meeting where you give us information and there can be discussions? | 1 |

MORS Assessment Report FY2017-18 Q1

Introduction: The Milestones Of Recovery Scale (MORS) was adopted by Shasta County Adult Mental Health and has been in use since March 2014. MORS was created to capture aspects of recovery from the agency perspective. The scale consists of three underlying dimensions: the level of risk, the level of engagement with the mental health system, and the level of skills and supports that the client possesses. The MORS ranges from a score of one (extreme risk) to eight (advanced recovery).

MORS: Through 9/30/2017 5,482 MORS have been completed for 1,128 unduplicated Shasta County clients. Of these, 386 clients had at least one MORS assessment recorded in FY2017-18 Q1.

Length of Service: For those clients with at least one MORS in the reporting quarter, analyses were conducted to evaluate the change in MORS ratings over time. Ratings that were recorded at six, 12, 18, 24, and 30 or more months prior to the reporting quarter were compared to the most recent MORS assessment.

For those clients who had more than one MORS in any given quarter, the most recent rating is used.

There were 253 clients with at least one MORS assessment in the reporting quarter and at least one assessment in the second preceding quarter (six months). Of these, 28 (11.1%) improved, while 41 (16.2%) declined. This difference is not statistically significant ($p = 0.0960$). At the same time, the MORS ratings for 184 clients (72.7%) had not changed.

There were 222 clients with one or more MORS assessment in the reporting quarter and at least one in the fourth preceding quarter (12 months). Of these, 41 (18.5%) increased, while 44 (19.8%) decreased. This difference is not statistically significant ($p < 0.9140$). At the same time, the MORS ratings for 137 clients (61.7%) had not changed.

One hundred twenty-one clients had one or more MORS assessment in the reporting quarter and at least one in the sixth preceding quarter (18 months). Of these, 27 (22.3%) improved, while 38 (31.4%) declined. This difference is not statistically significant ($p = 0.1129$). At the same time, 56 clients (46.3%) had initial MORS ratings that were the same.

There were 153 clients with one or more MORS assessment in the reporting quarter and at least one in the eighth preceding quarter (24 months). Of these, 42 (27.5%) increased, while 41 (26.8%) decreased. This difference is not statistically significant ($p = 0.8907$). At the same time, 70 clients (45.8%) had MORS ratings were the same as their most recent ratings.

There were 149 clients with one or more MORS assessment in the reporting quarter and at least one in the twelfth preceding quarter (30 months) or earlier. Of these, 45 (30.2%) improved, while 40 (26.8%) declined. This difference is not statistically significant ($p = 0.5166$). At the same time, 64 clients (43.0%) had MORS ratings that were the same.

Tables 1 through 5 provide a count of each initial MORS rating for all clients with one or more MORS assessment that was at least 6 but less than 12, at least 12 but less than 18, at least 18 but less than 24, at least 24 but less than 30, and at least 30 months after their initial MORS,

the percent of each MORS rating, the cross-tabulation for each initial MORS to the Final MORS ratings, the count of those Final ratings that decreased from the initial MORS, the count that were the same, and the count the increased. The green highlighted counts indicate improvement, the grey highlighted counts stayed the same, and the yellow highlighted counts went down.

Table 1: Change in MORS ratings from FY2016-17 Q3 to FY2017-18 Q1 (six months)

| | | | FY2017-18 Q1 MORS | | | | | | | | | | |
|----------|------------------|---------|-------------------|------|------|------|-------|-------|------|------|-----------|-----------------|-----------|
| 6 Months | Count of Clients | Percent | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Decreased | Stayed the Same | Increased |
| 1 | 0 | 0.0% | | | | | | | | | N/A | 0 | 0 |
| 2 | 5 | 2.0% | 1 | 2 | 2 | | | | | | 1 | 2 | 2 |
| 3 | 14 | 5.5% | | 1 | 4 | | 6 | 3 | | | 1 | 4 | 9 |
| 4 | 11 | 4.3% | | 1 | 2 | 4 | 4 | | | | 3 | 4 | 4 |
| 5 | 153 | 60.5% | 2 | | 8 | 2 | 129 | 12 | | | 12 | 129 | 12 |
| 6 | 68 | 26.9% | 1 | | 3 | 2 | 17 | 44 | 1 | | 23 | 44 | 1 |
| 7 | 2 | 0.8% | | | | | | 1 | 1 | | 1 | 1 | 0 |
| 8 | 0 | 0.0% | | | | | | | | | 0 | 0 | N/A |
| Total | 253 | 100.0% | 4 | 4 | 19 | 8 | 156 | 60 | 2 | 0 | 41 | 184 | 28 |
| | | | 1.6% | 1.6% | 7.5% | 3.2% | 61.7% | 23.7% | 0.8% | 0.0% | 16.2% | 72.7% | 11.1% |

Percentages may not add up to 100% due to rounding.

Table 2: Change in MORS ratings from FY2016-17 Q1 to FY2017-18 Q1 (12 months)

| | | | FY2017-18 Q1 MORS | | | | | | | | | | |
|-----------|------------------|---------|-------------------|------|------|------|-------|-------|------|------|-----------|-----------------|-----------|
| 12 Months | Count of Clients | Percent | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Decreased | Stayed the Same | Increased |
| 1 | 3 | 1.4% | | | | | 2 | 1 | | | N/A | 0 | 3 |
| 2 | 3 | 1.4% | 1 | 1 | | | 1 | | | | 1 | 1 | 1 |
| 3 | 13 | 5.9% | | | | 1 | 10 | 2 | | | 0 | 0 | 13 |
| 4 | 11 | 5.0% | | | 1 | 4 | 5 | 1 | | | 1 | 4 | 6 |
| 5 | 127 | 57.2% | 1 | 1 | 9 | 2 | 96 | 17 | 1 | | 13 | 96 | 18 |
| 6 | 59 | 26.6% | 1 | | 3 | | 21 | 34 | | | 25 | 34 | 0 |
| 7 | 6 | 2.7% | | | | 1 | 2 | 1 | 2 | | 4 | 2 | 0 |
| 8 | 0 | 0.0% | | | | | | | | | 0 | 0 | N/A |
| Total | 222 | 100.0% | 3 | 2 | 13 | 8 | 137 | 56 | 3 | 0 | 44 | 137 | 41 |
| | | | 1.4% | 0.9% | 5.9% | 3.6% | 61.7% | 25.2% | 1.4% | 0.0% | 19.8% | 61.7% | 18.5% |

Percentages may not add up to 100% due to rounding.

Table 3: Change in MORS ratings from FY2015-16 Q3 to FY2017-18 Q1 (18 months)

| | | | FY2017-18 Q1 MORS | | | | | | | | | | |
|-----------|------------------|---------|-------------------|------|------|------|-------|-------|------|------|-----------|-----------------|-----------|
| 18 Months | Count of Clients | Percent | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Decreased | Stayed the Same | Increased |
| 1 | 1 | 0.8% | | | | | | 1 | | | N/A | 0 | 1 |
| 2 | 0 | 0.0% | | | | | | | | | 0 | 0 | 0 |
| 3 | 9 | 7.4% | 1 | 1 | 1 | | 5 | 1 | | | 2 | 1 | 6 |
| 4 | 6 | 5.0% | | | 1 | | 5 | | | | 1 | 0 | 5 |
| 5 | 66 | 54.5% | | | 7 | 2 | 42 | 15 | | | 9 | 42 | 15 |
| 6 | 34 | 28.1% | | 1 | | 1 | 20 | 12 | | | 22 | 12 | 0 |
| 7 | 5 | 4.1% | 1 | | | 1 | 1 | 1 | 1 | | 4 | 1 | 0 |
| 8 | 0 | 0.0% | | | | | | | | | 0 | 0 | N/A |
| Total | 121 | 100.0% | 2 | 2 | 9 | 4 | 73 | 30 | 1 | 0 | 38 | 56 | 27 |
| | | | 1.7% | 1.7% | 7.4% | 3.3% | 60.3% | 24.8% | 0.8% | 0.0% | 31.4% | 46.3% | 22.3% |

Percentages may not add up to 100% due to rounding.

Table 4: Change in MORS ratings from FY2015-16 Q1 to FY2017-18 Q1 (24 months)

| | | | FY2017-18 Q1 MORS | | | | | | | | | | |
|-----------|------------------|---------|-------------------|------|------|------|-------|-------|------|------|-----------|-----------------|-----------|
| 24 Months | Count of Clients | Percent | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Decreased | Stayed the Same | Increased |
| 1 | 0 | 0.0% | | | | | | | | | N/A | 0 | 0 |
| 2 | 3 | 2.0% | | | | | 2 | 1 | | | 0 | 0 | 3 |
| 3 | 18 | 11.8% | | 1 | 1 | 1 | 12 | 3 | | | 1 | 1 | 16 |
| 4 | 8 | 5.2% | | 1 | 2 | 1 | 4 | | | | 3 | 1 | 4 |
| 5 | 75 | 49.0% | 1 | | 6 | | 50 | 17 | 1 | | 7 | 50 | 18 |
| 6 | 44 | 28.8% | | | | 2 | 24 | 17 | 1 | | 26 | 17 | 1 |
| 7 | 5 | 3.3% | 1 | 1 | | | 2 | | 1 | | 4 | 1 | 0 |
| 8 | 0 | 0.0% | | | | | | | | | 0 | 0 | N/A |
| Total | 153 | 100.0% | 2 | 3 | 9 | 4 | 94 | 38 | 3 | 0 | 41 | 70 | 42 |
| | | | 1.3% | 2.0% | 5.9% | 2.6% | 61.4% | 24.8% | 2.0% | 0.0% | 26.8% | 45.8% | 27.5% |

Percentages may not add up to 100% due to rounding.

Table 4: Change in MORS ratings from FY2014-15 Q3 or previous, to FY2017-18 Q1 (30+ months)

| | | | FY2017-18 Q1 MORS | | | | | | | | | | |
|------------|------------------|---------|-------------------|------|-------|------|-------|-------|------|------|-----------|-----------------|-----------|
| 30+ Months | Count of Clients | Percent | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Decreased | Stayed the Same | Increased |
| 1 | 2 | 1.3% | | | | | 2 | | | | N/A | 0 | 2 |
| 2 | 6 | 4.0% | | 2 | 1 | | 2 | 1 | | | 0 | 2 | 4 |
| 3 | 17 | 11.4% | | | 2 | | 11 | 4 | | | 0 | 2 | 15 |
| 4 | 6 | 4.0% | | | | | 5 | 1 | | | 0 | 0 | 6 |
| 5 | 79 | 53.0% | | 1 | 9 | 1 | 51 | 17 | | | 11 | 51 | 17 |
| 6 | 30 | 20.1% | | | 2 | 1 | 17 | 9 | 1 | | 20 | 9 | 1 |
| 7 | 8 | 5.4% | | | 1 | | 2 | 5 | | | 8 | 0 | 0 |
| 8 | 1 | 0.7% | | | | | | 1 | | | 1 | 0 | N/A |
| Total | 149 | 100.0% | 0 | 3 | 15 | 2 | 90 | 38 | 1 | 0 | 40 | 64 | 45 |
| | | | 0.0% | 2.0% | 10.1% | 1.3% | 60.4% | 25.5% | 0.7% | 0.0% | 26.8% | 43.0% | 30.2% |

Percentages may not add up to 100% due to rounding.

Sources:

Cerner Client Assignments Report and Assessment Measures Report downloaded 11/02/2017.

Fisher, D. G., Pilon, D., Hershberger, S. L., Reynolds, G.L., LaMaster, S. C., & Davis, M. (2009).

Psychometric Properties of an Assessment for Mental Health Recovery Programs.

Community Mental Health Journal, 45(4), 246-250.

MORS database last updated 11/02/2017.

Appendix C

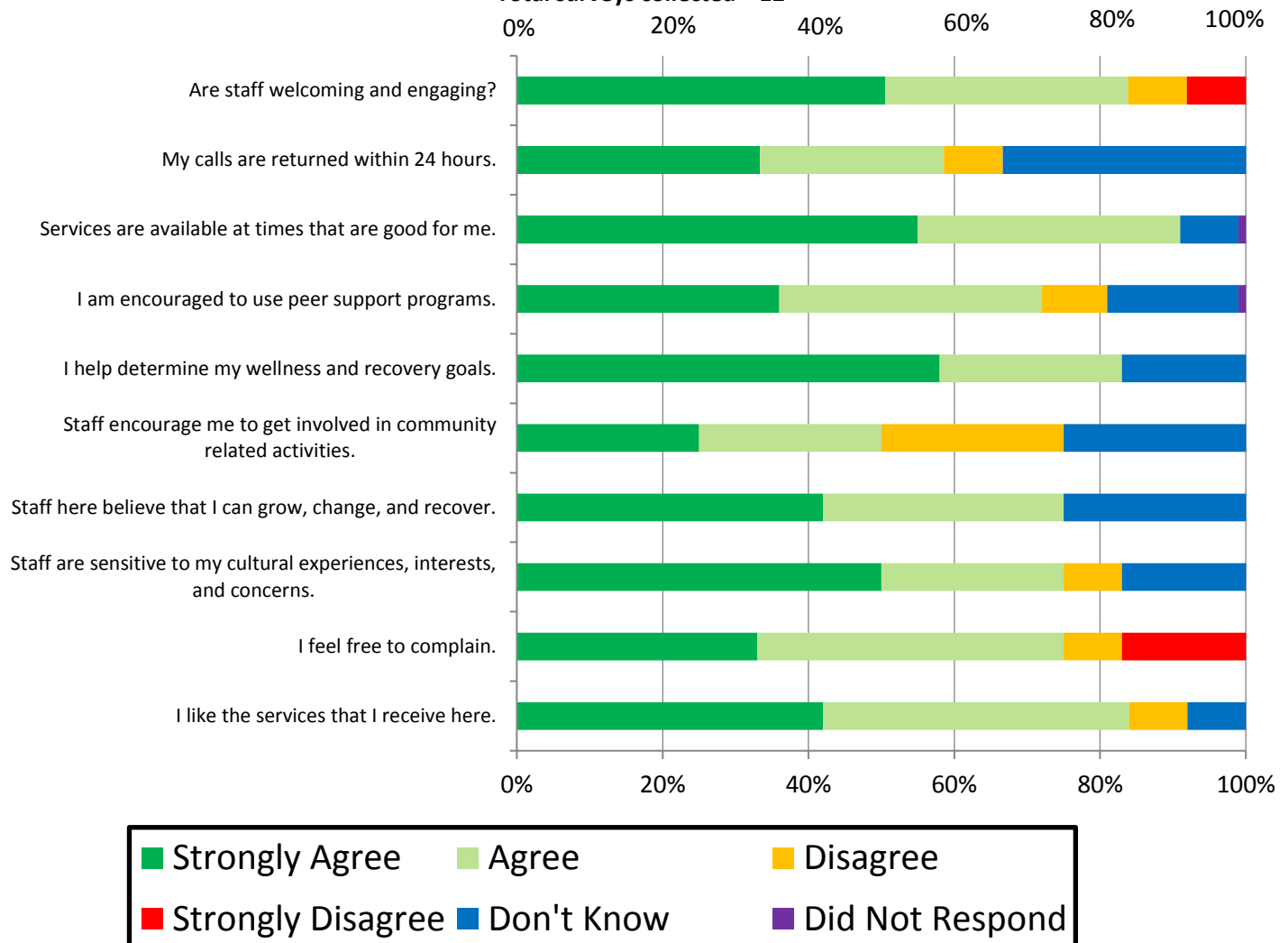
SERVICE SATISFACTION SURVEY

The Service Satisfaction Survey is provided to all individuals who visit the HHSA Adult Services Branch on Breslauer Way. The surveys are placed at the main entrance to the building and at the desk in the Crisis Recovery and Residential Center, where they are easily accessible to everyone. Surveys are anonymous and are collected from drop boxes in the building.

The overall survey results include data from people accessing the following service areas: adult mental health, adult alcohol and drug, fair hearings, long-term care, in-home supportive services, public authority, public guardian, and children's services.

Customer Satisfaction Survey Results
January 2017 through December 2017

Total surveys collected = 12



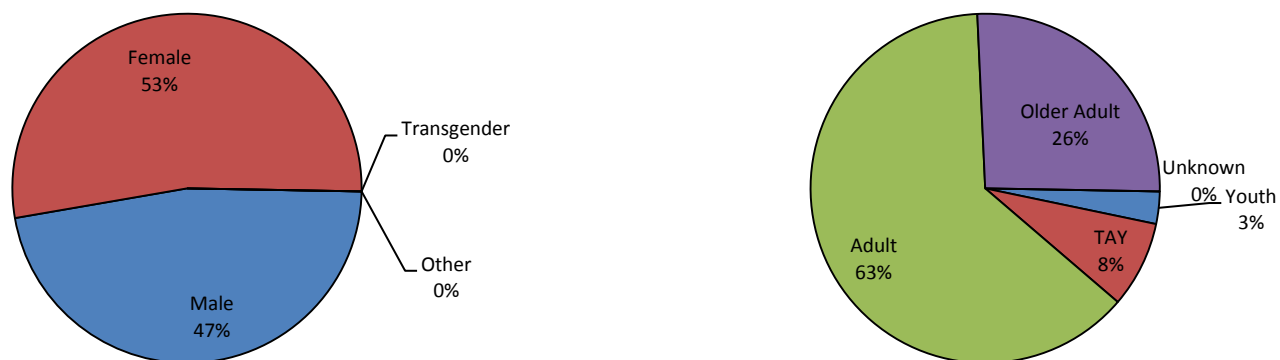
Wellness Centers Summary Report

Jan 2017 through Dec 2017

Shasta County had two wellness centers in operation during the twelve-month period of January 2017 through December 2017: Olberg Wellness Center in Redding and Circle of Friends in Burney. Olberg Wellness Center is on a monthly reporting cycle, while Circle of Friends is on a quarterly reporting cycle. Because of this, some averaging was necessary for their data to be comparable, so all combined data is an approximation.

Demographics

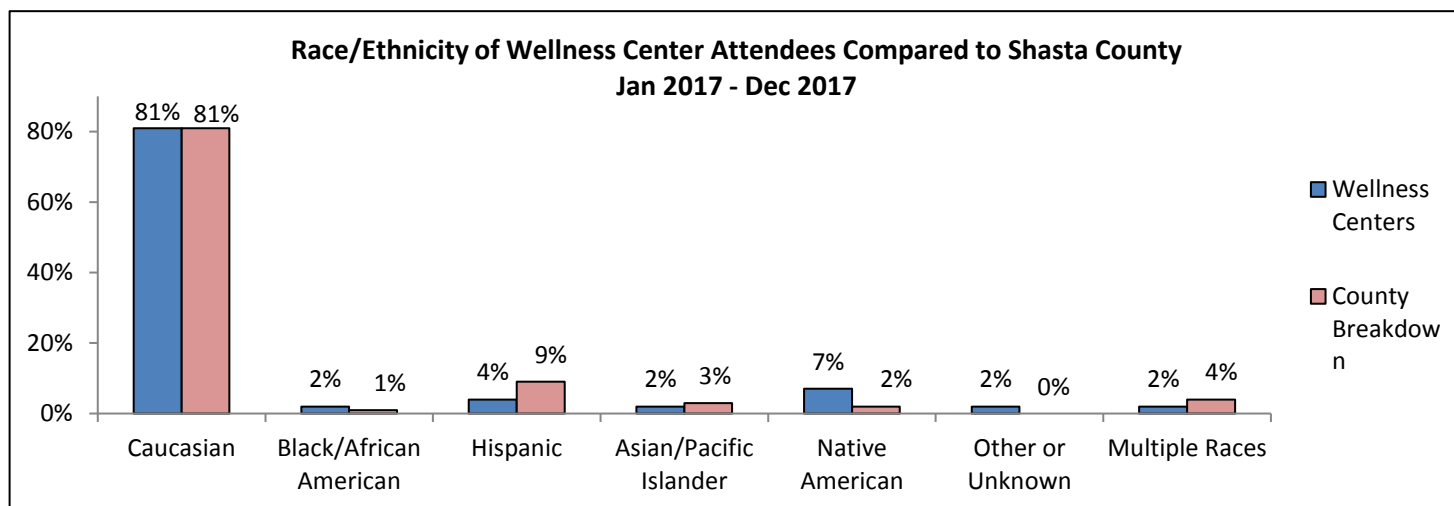
Approximately 48% of wellness center attendees were male, 53% female, and 0% reported as transgender or other.



Approximately 3% of wellness center attendees were Youths (0-15 years of age), 8% were Transitional Age Youths (16-25 years of age), 63% were Adults (26-59 years of age), and 26% were Older Adults (60+ years of age), with 0% of unknown age.

Approximately 68% of wellness center attendees were consumers, 7% were family members of consumers, and 17% identified as both consumers and family members, with 8% unknown or declining to state.

Asian/Pacific Islanders, Multiple Races and Hispanics were under represented. Black/African Americans, Native Americans and Other or Unknown were over represented.



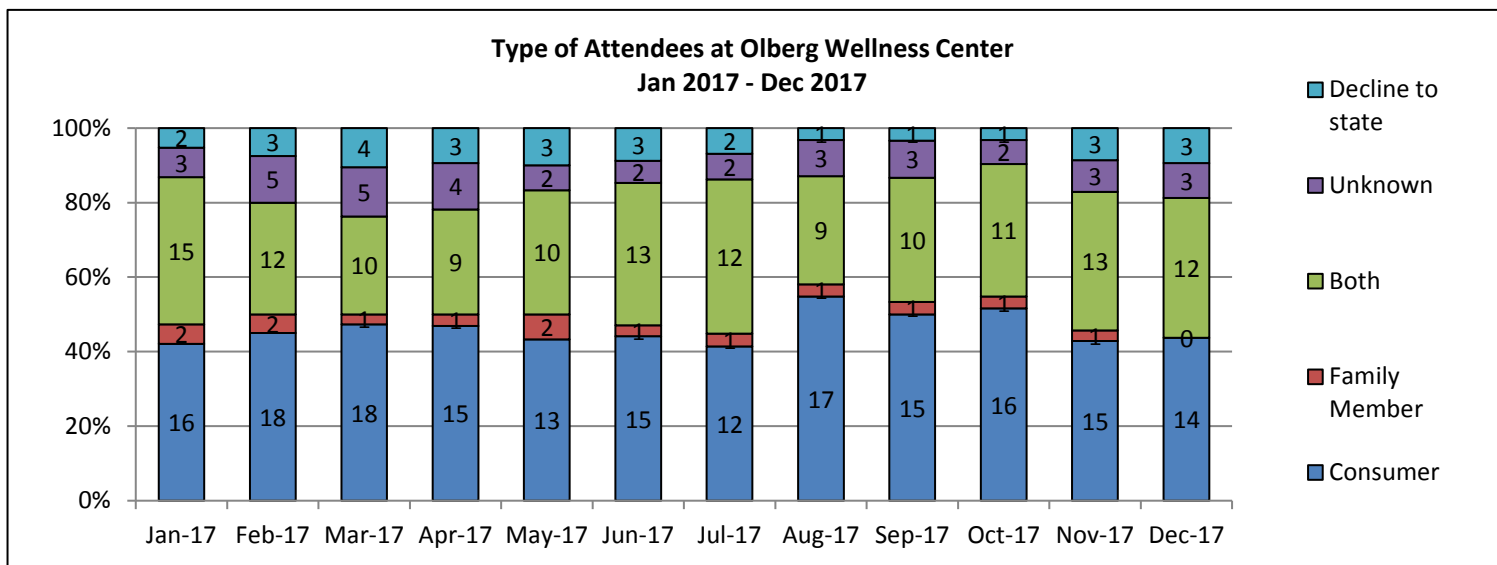
Services Provided

Overall, a total of 2,347 individual workshops, groups, activities, and 12-step recovery meetings were held during this twelve-month period.

Olberg Wellness Center

Attendance

Attendance was down 32% from the previous twelve-month period, with an average of 34 unduplicated participants each month.



Demographics

On average, 46% of attendees were consumers, 4% were family members, and 34% identified as both family members and consumers. An average of 9% of the participants were of unknown type, and 7% declined to state. On average, 93% of staff members (including volunteers) were consumers. In order to maintain confidentiality, age, gender and race/ethnicity is not broken down by individual wellness center.

Services Provided

Olberg Wellness Center is open Monday through Friday 10 am to 3 pm. During this twelve-month period, 1338 individual activities and groups were available for participants, with the average being 5 groups or activities offered per day. On the average, there were approximately 5 participants per activity.

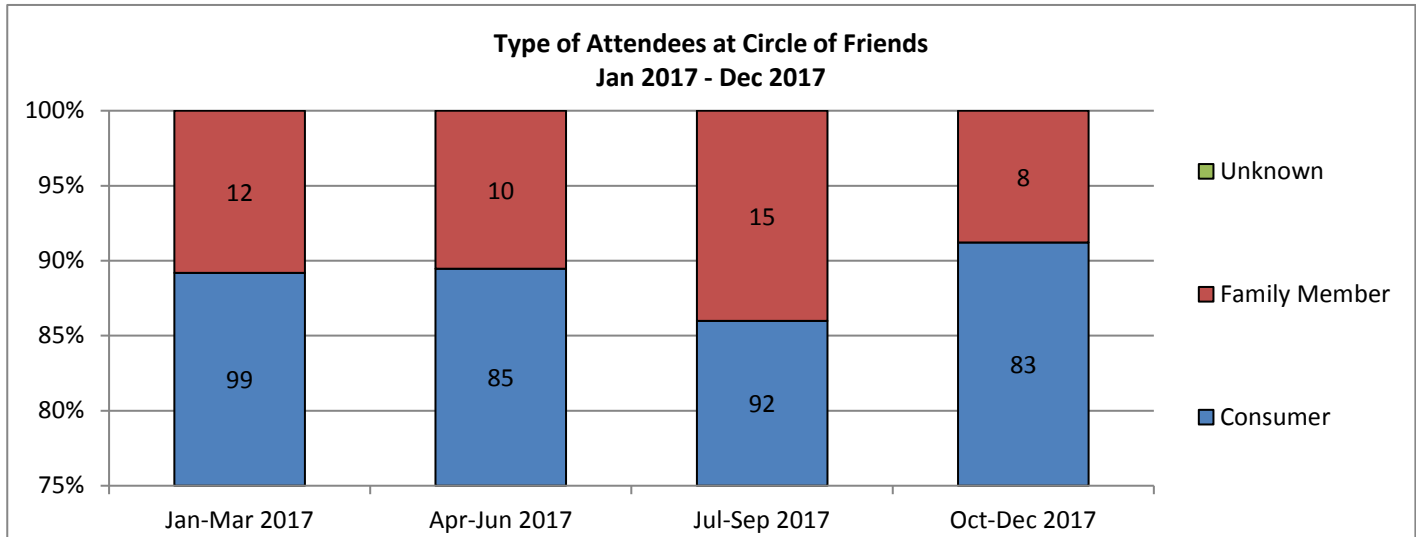
Attendee Direction

Olberg Wellness Center has weekly Members' Meetings and monthly Steering Committee Meetings, open to consumers and family members. During this twelve-month period, there were 55 of these types of meetings, and they had an average of 11 participants per meeting.

Circle of Friends

Attendance

Attendance was down 7% from the previous twelve-month period, with an average of 101 unduplicated people attending Circle of Friends each quarter.



Demographics

Eighty-nine percent of attendees were consumers and 11% were family members. Eighty-six percent of staff and 97% of volunteers were consumers. In order to maintain confidentiality, age, gender and race/ethnicity is not broken down by individual wellness center.

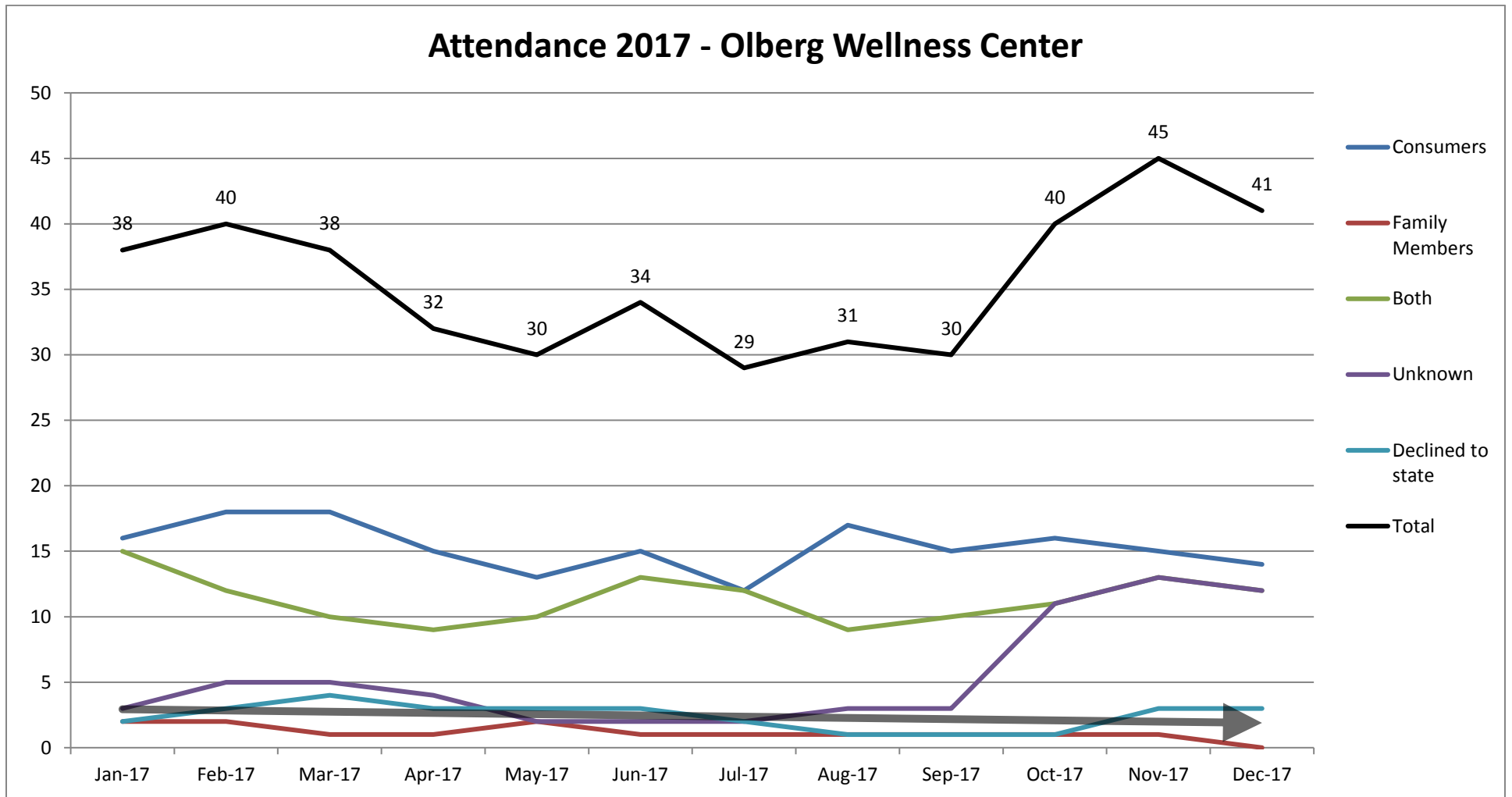
Services Provided

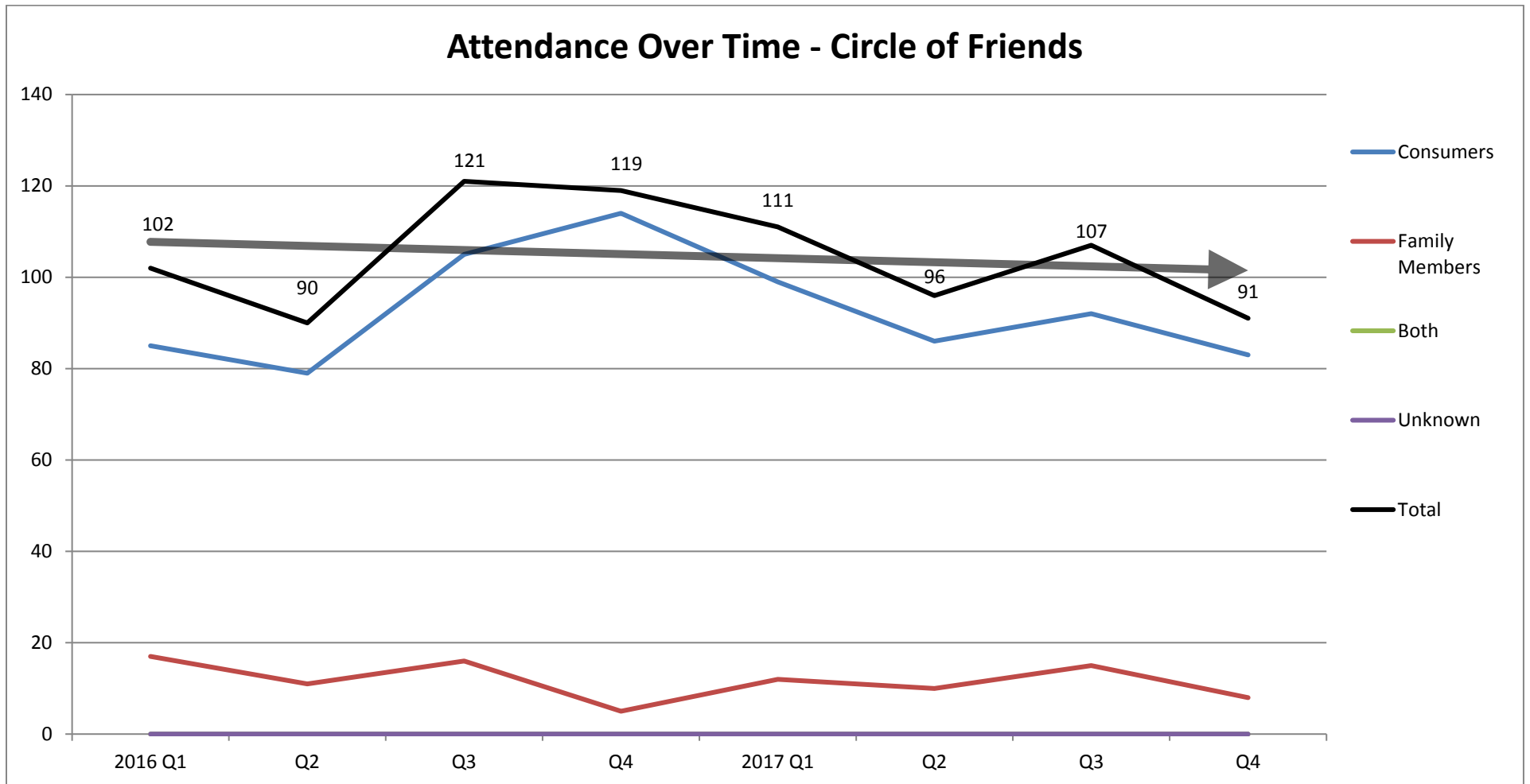
Circle of Friends is open in Burney Monday, Wednesday, and Friday 12:30 PM to 3:30 PM, and varying hours on Tuesdays and Thursday afternoons depending on the scheduled activity. They also offer services in Round Mountain from 9:00 AM to 11:30 AM Thursdays. In addition, many scheduled activities and outings, chosen by consumers, take place at other days and times, including evenings and weekends.

Fifty-six workshops, 2 different activities, and 19 different weekly/biweekly 12 step recovery meetings were held on a regular basis, which provided 1009 individual activities/groups for participants during this twelve-month period.

Attendee Direction

An average of 18 attendees (18%) contributed to the planning and direction of the program. All decisions relating to the Center are based on participant input through the Steering Committee, Community Education Committee Meetings, Walk for Wellness meetings, calendar and newsletter planning meetings, daily check-in time, daily discussions, coach advocate interviewing and other activity-specific planning meetings. Activities offered at the Center are based on participant preferences.



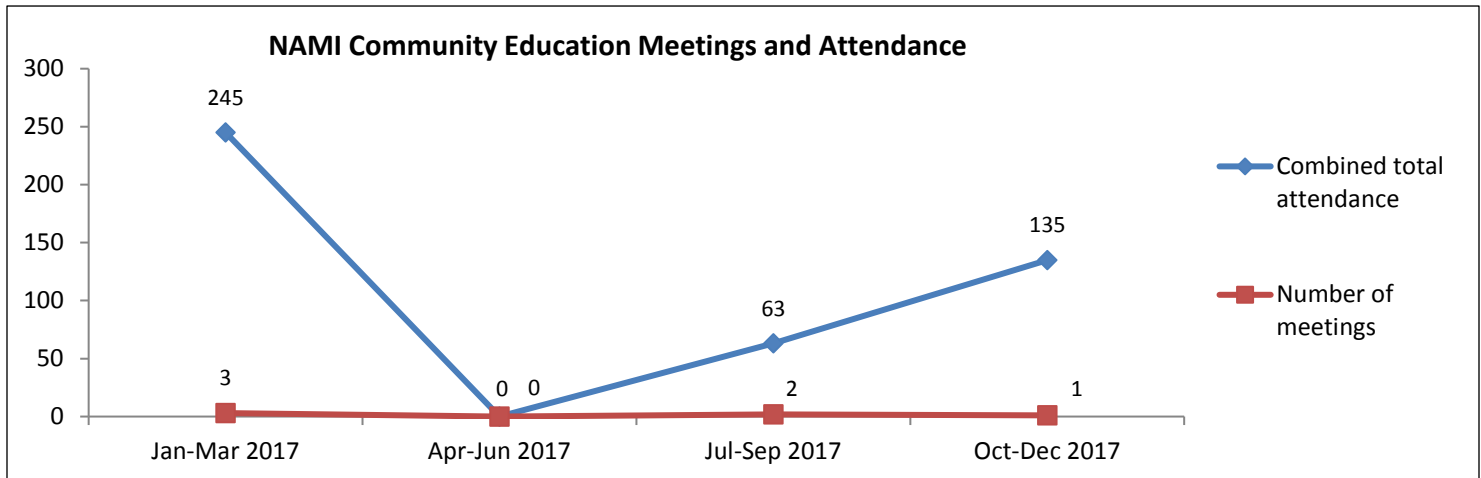


NAMI Summary Report

Jan 2017 through Dec 2017

Community Education

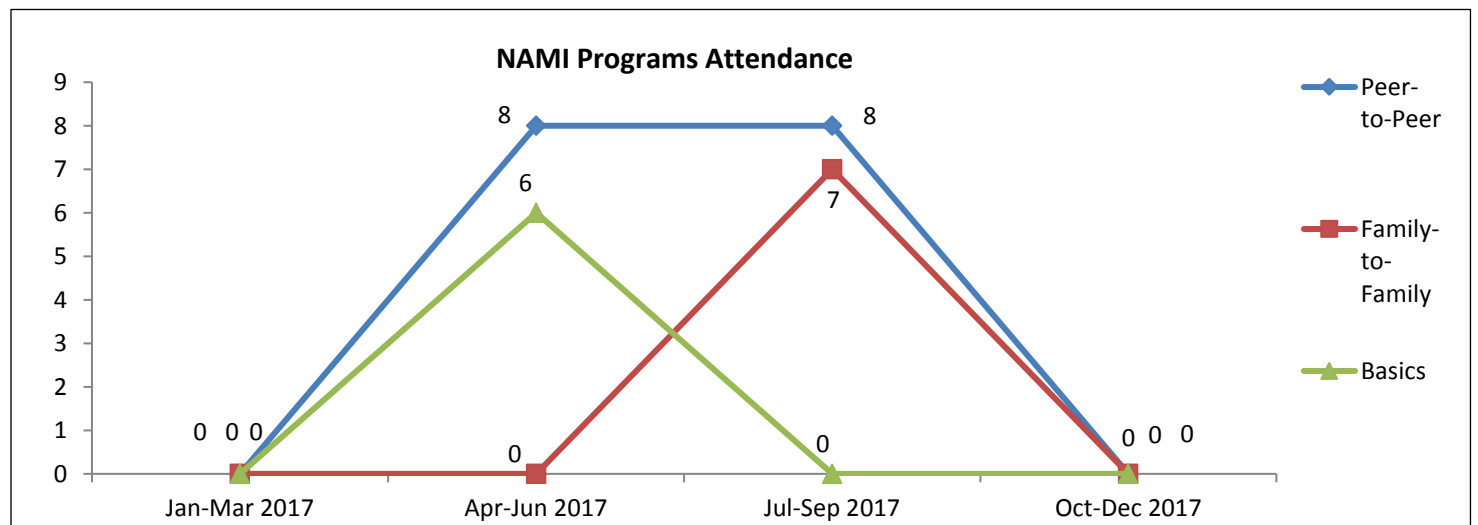
NAMI held 6 different community education meetings in the most recent 12 months tracked. An average of 74 people attended each meeting.



Program Offerings

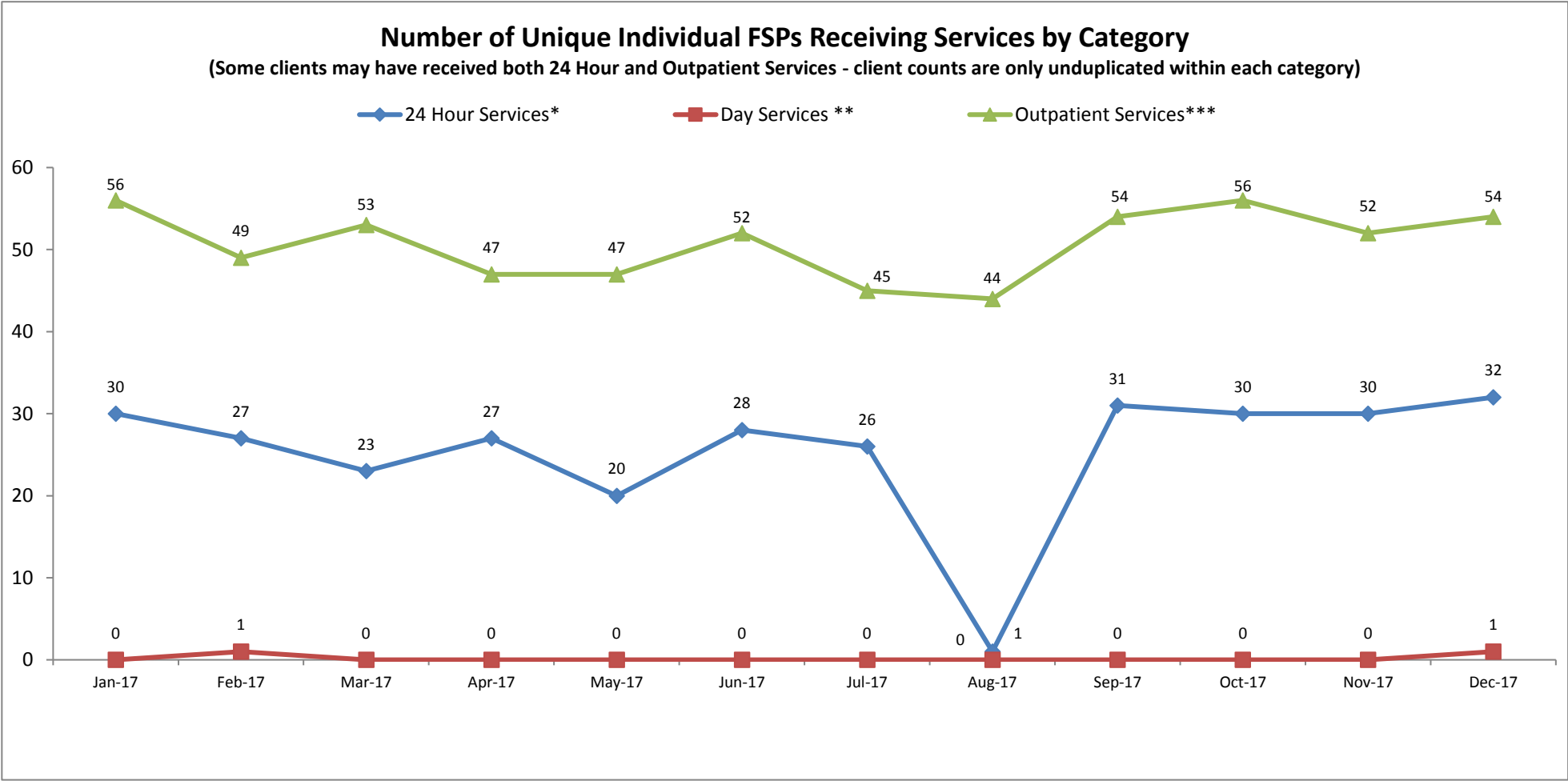
2017 was an eventful year for the NAMI Shasta County. In March, the NAMI office moved from the Market St. location to the new location at the Hill Country C.A.R.E Center. This move led to increases in both walk in and phone requests for help. 2017 also saw the completion of both Peer to Peer and Basics NAMI classes for the first time since 2014. The new location has resulted in an increased demand for NAMI services and programs.

Without additional volunteers to help NAMI operate, it is very challenging to meet the required obligations. As a result, NAMI is working with Shasta County to secure the services of MHSA Academy graduates who can volunteer to help with everyday operations. NAMI is working with NAMI State Trainers to have training provided to a higher percentage of volunteers to increase the number of Peer to Peer, Family to Family and Basics teachers. The center is also working with NAMI State as well as NAMI operations in Butte and Tehama counties to increase the number of training opportunities for the Shasta County NAMI volunteers.



CSI AND FSP LINKED DATA – 2017

As part of the MediCal billing process in the State of California, information from the electronic health records on patient data and treatment is uploaded from the county to the state on a monthly basis. This is called Client and Service Information, or CSI. Within the MHSA Full Service Partnership (FSP) program, data is also collected in the state Data Collection and Reporting (DCR) system. Beginning in May 2015, the State of California Mental Health Services Oversight and Accountability Commission started sponsoring regional training (provided by Mental Health Data Alliance, LLC) on a newly available tool which can combine information from both these data sources. This information helps describe what treatments and services Full Service Partners are receiving in Shasta County, and how those services compare with other Shasta County consumers who are not part of the Full Service Partnership program. Data from the CSI file is based on input file date, and NOT on date of service, so information on this report may not match data from other sources due to late service reporting/billing by outside providers. This data includes all Shasta County FSPs of all ages.



Mental Health Services are divided into three main categories: 24 Hour Services; Day Services; and, Outpatient Services.

24 Hour Services include various types of residential services, such as Skilled Nursing Facilities, Mental Health Rehab Centers and Psychiatric Health Facilities. These services are billed for by the day.

Day Services include such things as Day Treatment or Day Rehabilitation. These services are also billed for by the day, but differ from 24 Hour Services in that they do not provide over-night care.

Outpatient Services include things such as Crisis Intervention, Linkage/ Brokerage and Medication Support. These services are billed for by the minute.

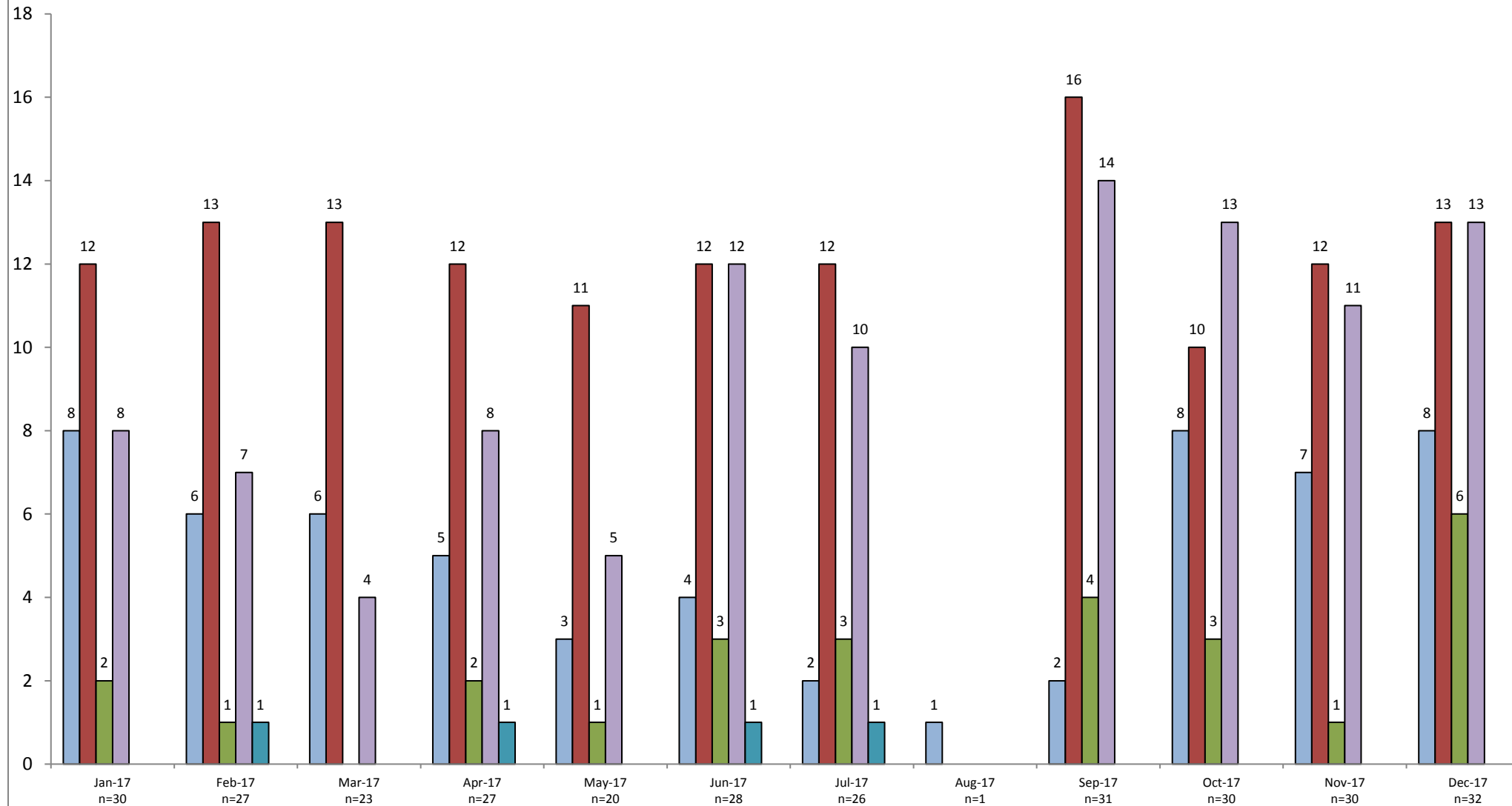
*24 Hour Services are broken down by providers on pages 8 (SCMH) and 9-10 (vendors)
**Day Services are broken down by providers on page 12
***Outpatient Services are broken down by providers on pages 6 (SCMH) and 11 (vendors)

Number of Unique Individual FSPs Receiving 24 Hour Services by Type

(n=unduplicated consumer count of FSPs; should match blue line in chart on page 1)

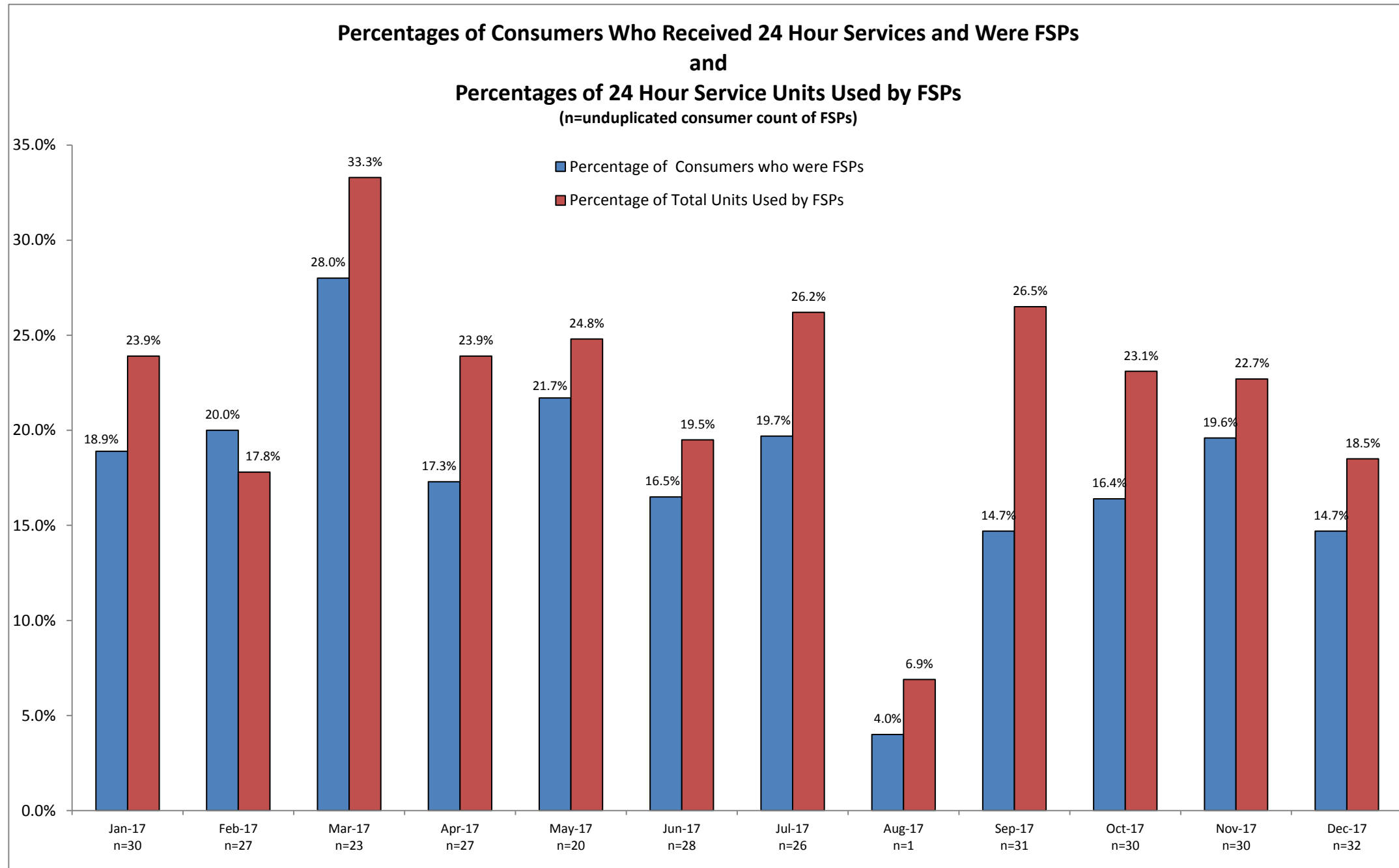
(24 Hour Services are broken down by individual providers on pages 8-10)

■ Adult Crisis Residential ■ Adult Residential ■ Psychiatric Health Facility ■ Residential, Other ■ IMD With Patch ■ Mental Health Rehab Center



In this chart, the number of unduplicated Full Service Partners who received any type of 24 Hour Services is noted under the month as “n”.

The bars above each month show how many of those unduplicated Full Service Partners received each type of 24 Hour Service. Because consumers can, and often do, received more than one kind of service in any given month, the numbers for the services types each month may add up to more than the number listed as “n”.

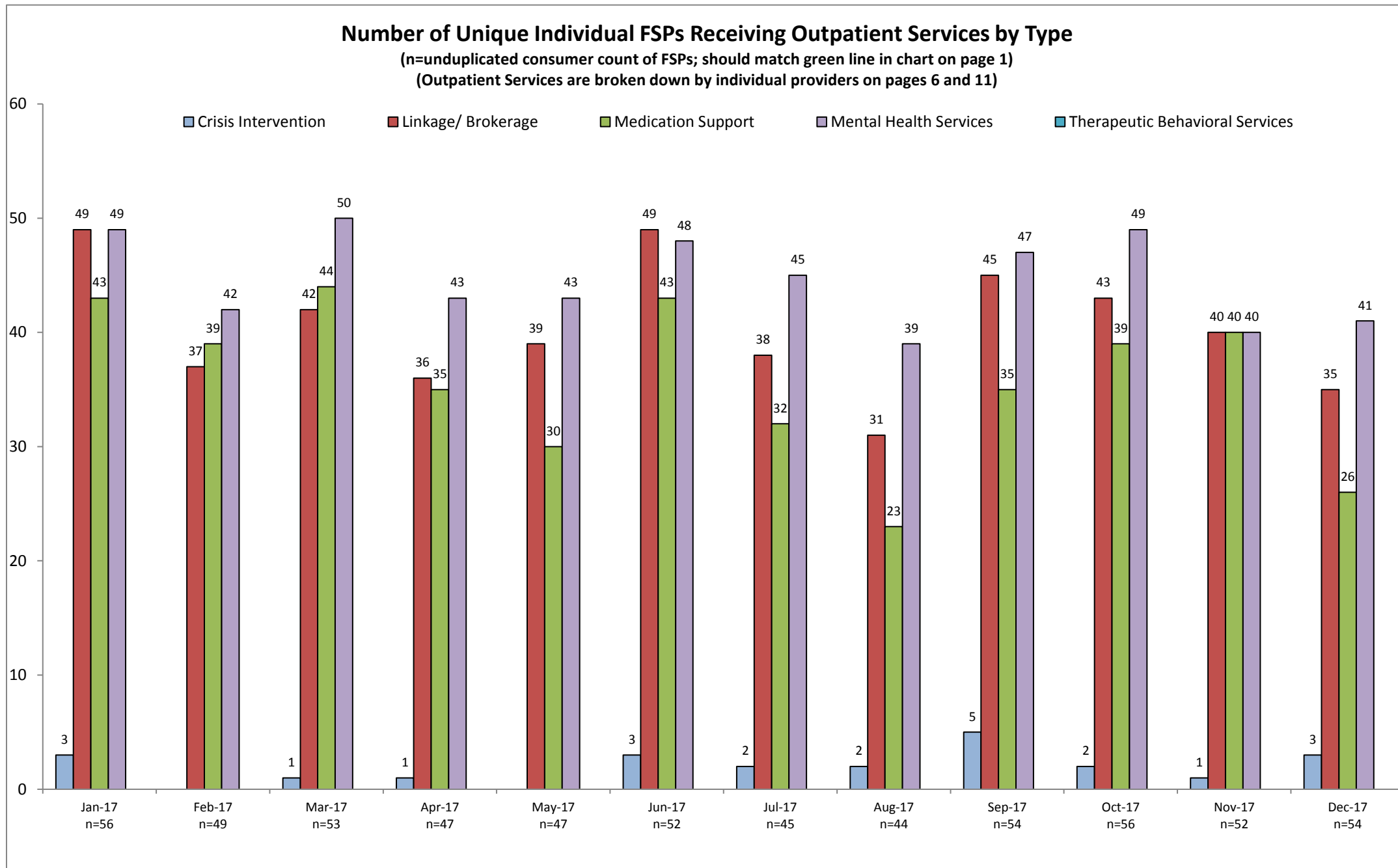


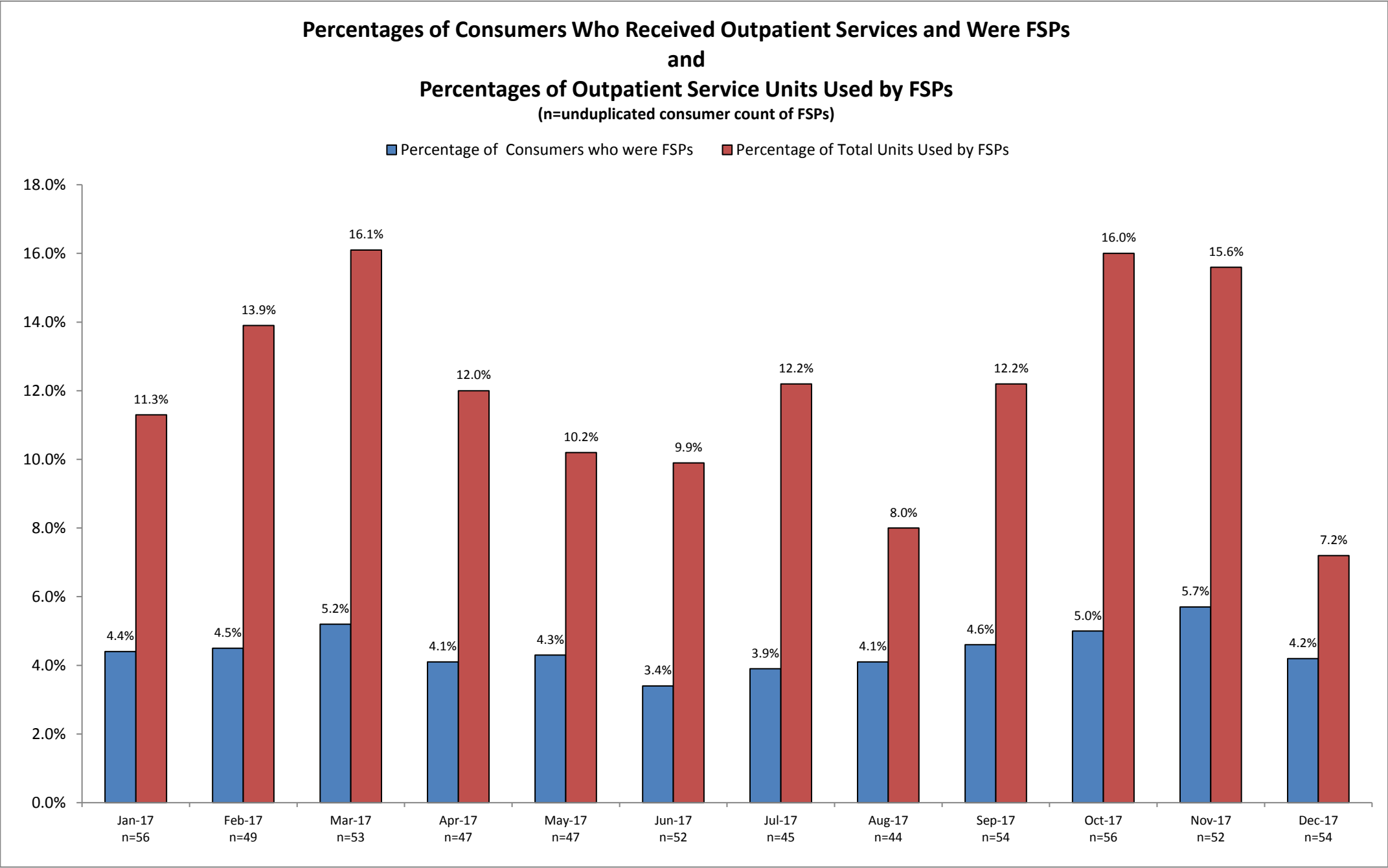
As mentioned before, 24 Hour Services are billed for by the day. This chart compares, by percentage, how many of the consumers who utilized 24 Hour Services were Full Service Partners, and how many of the days billed for were used by Full Service Partners.

Because the Full Service Partnership program is designed to provide intensive services, it is expected that partners may utilize disproportionately more of the services than non-partner consumers.

In this chart, the number of unduplicated Full Service Partners who received any type of Outpatient Services is noted under the month as “n”.

The bars above each month show how many of those unduplicated Full Service Partners received each type of Outpatient Service. Because consumers can, and often do, received more than one kind of service in any given month, the numbers for the services types each month may add up to more than the number listed as “n”.

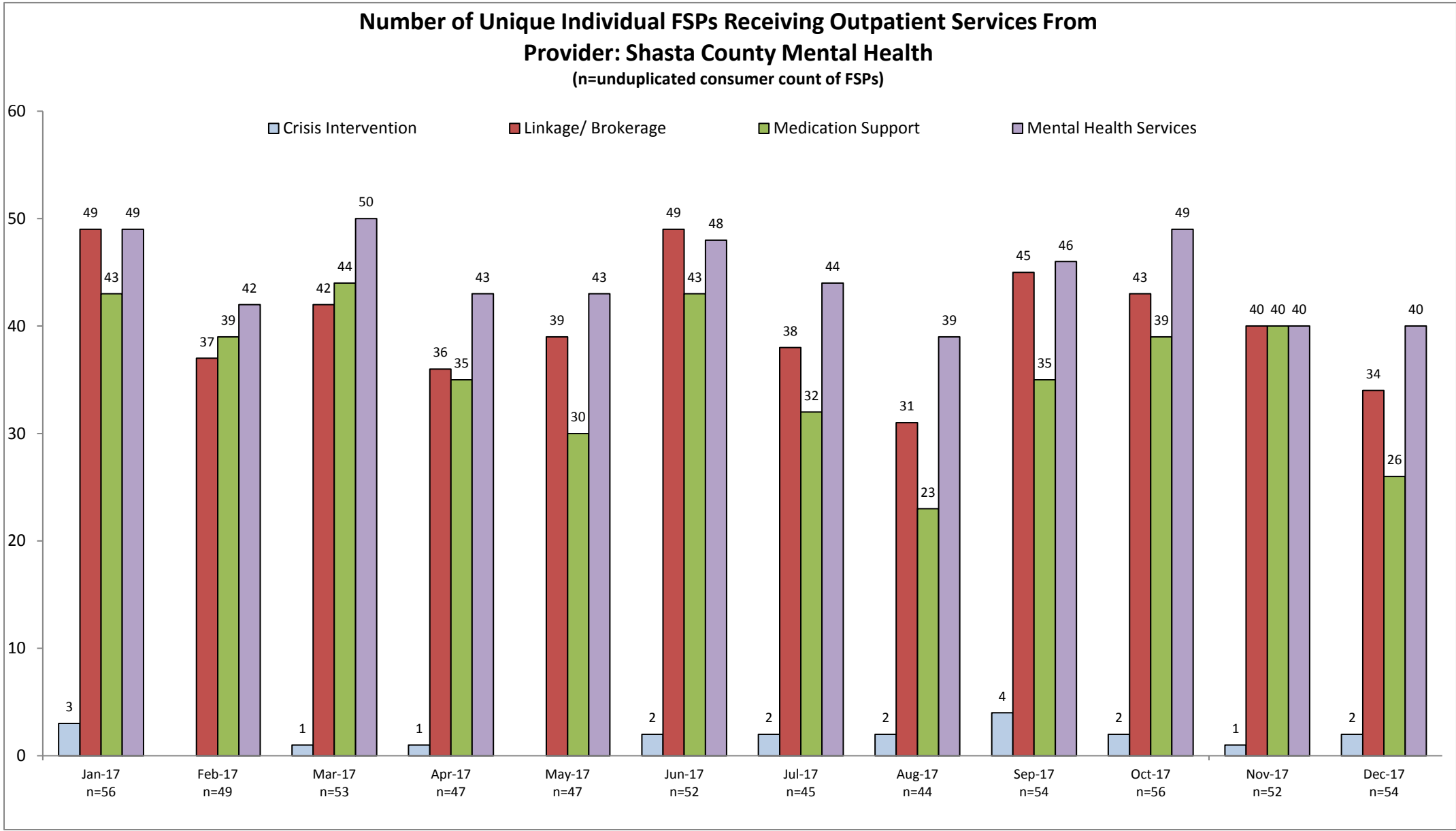




As mentioned before, Outpatient Services are billed for by the minute. This chart compares, by percentage, how many of the consumers who utilized Outpatient Services were Full Service Partners, and how many of the minutes billed for were used by Full Service Partners.

Because the Full Service Partnership program is designed to provide intensive services, it is expected that partners may utilize disproportionately more of the services than non-partner consumers.

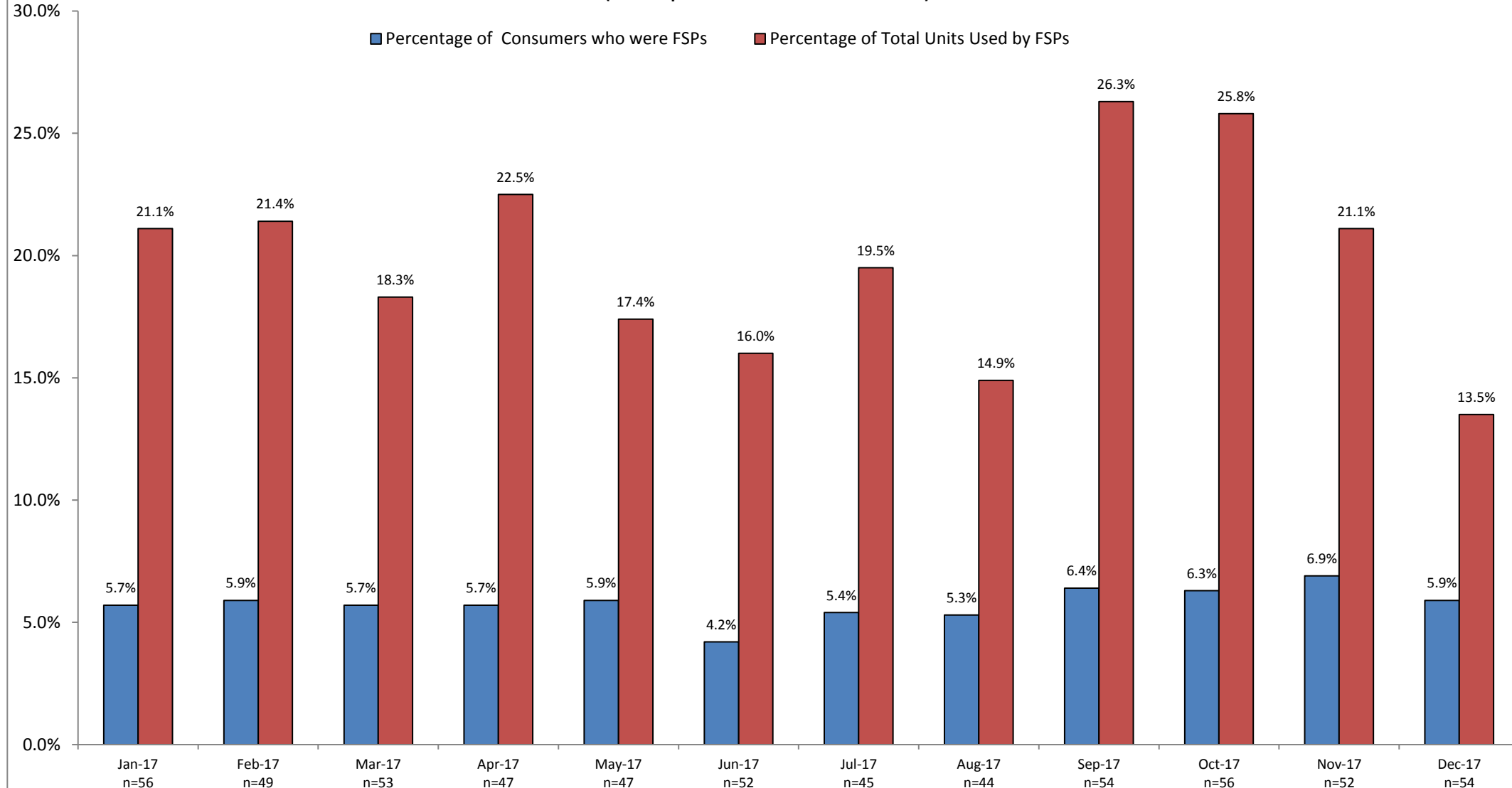
Data can be further narrowed down into specifics regarding who provided the services. Based on this, the following charts split out both Outpatient and 24 Hour Services into those provided by Shasta County Mental Health (SCMH) and those provided by outside vendors.



In this chart, the number of unduplicated Full Service Partners who received any type of Outpatient Services from SCMH is noted under the month as “n”.

Again, the bars above each month show how many of those unduplicated Full Service Partners received each type of Outpatient Service. Because consumers can, and often do, received more than one kind of service in any given month, the numbers for the services types each month may add up to more than the number listed as “n”.

**Percentages of Consumers Who Received Outpatient SCMH Services and Were FSPs
and
Percentages of Outpatient SCMH Service Units Used by FSPs
(n=unduplicated consumer count of FSPs)**



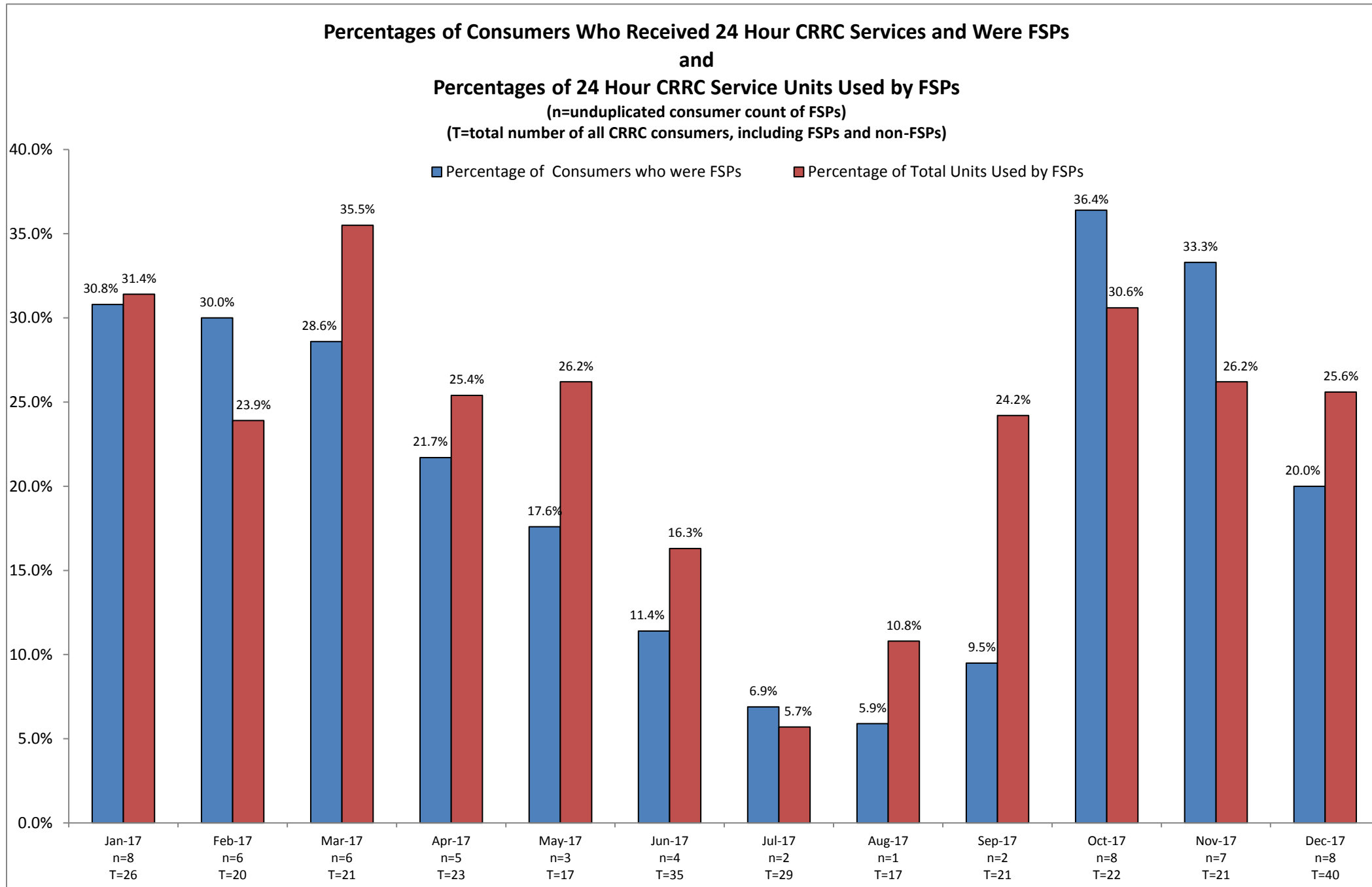
This chart compares, by percentage, how many of the consumers who utilized Outpatient Services were Full Service Partners, and how many of the minutes billed for were used by Full Service Partners.

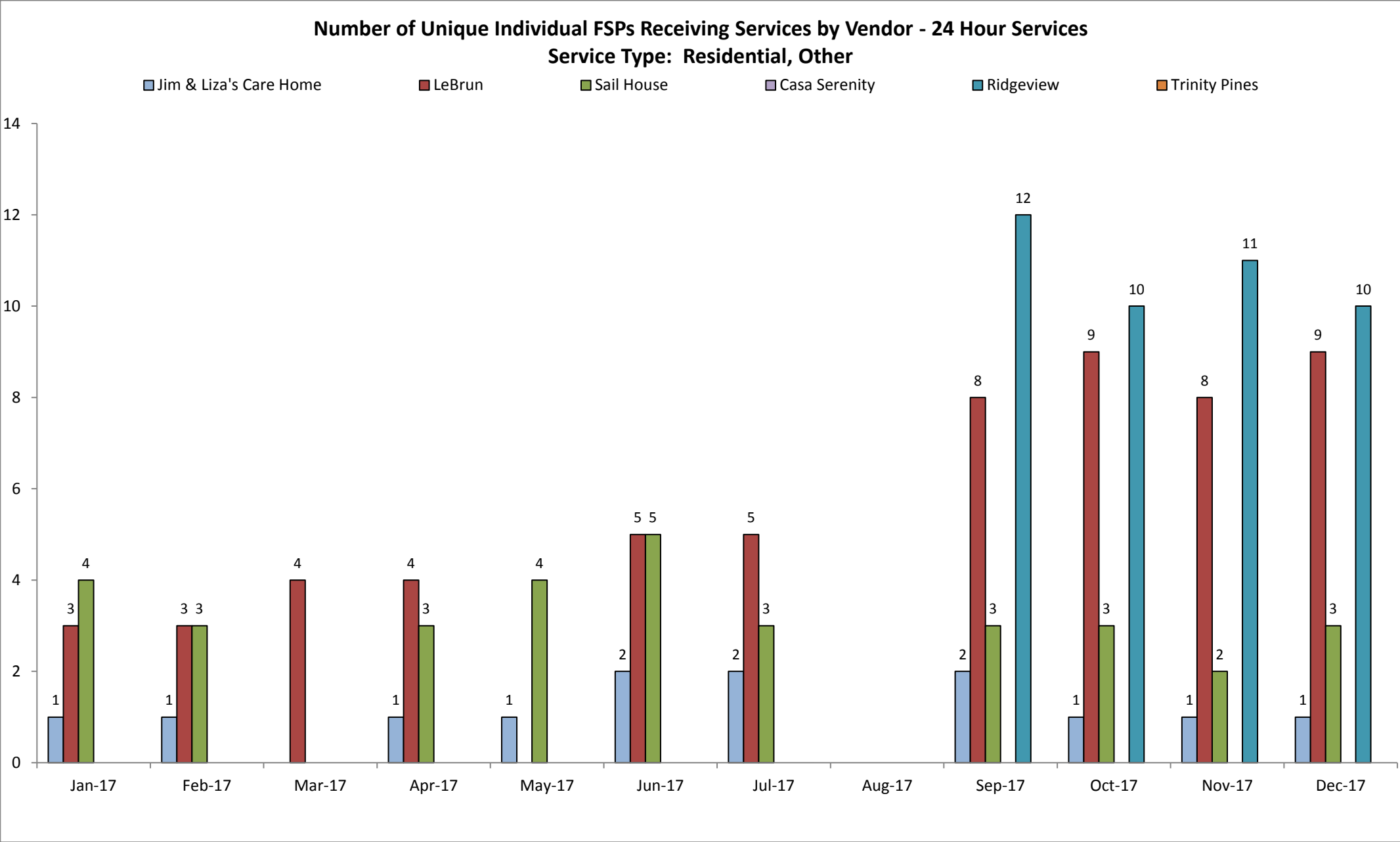
Because the Full Service Partnership program is designed to provide intensive services, and particularly because case management of FSPs is handled by SCMH staff, it is expected that partners may utilize disproportionately more of the services than non-partner consumers.

The only 24 Hour Service provided directly by Shasta County Mental Health is the Crisis Residential and Recovery Center (CRRC).

This chart compares, by percentage, how many of the consumers who utilized the CRRC were Full Service Partners, and how many of the days billed for were used by Full Service Partners.

In this chart, the number of unduplicated Full Service Partners who received CRRC services is noted under the month as “n”. The total number of all persons served by CRRC (including FSPs) is noted under the month as “T”.



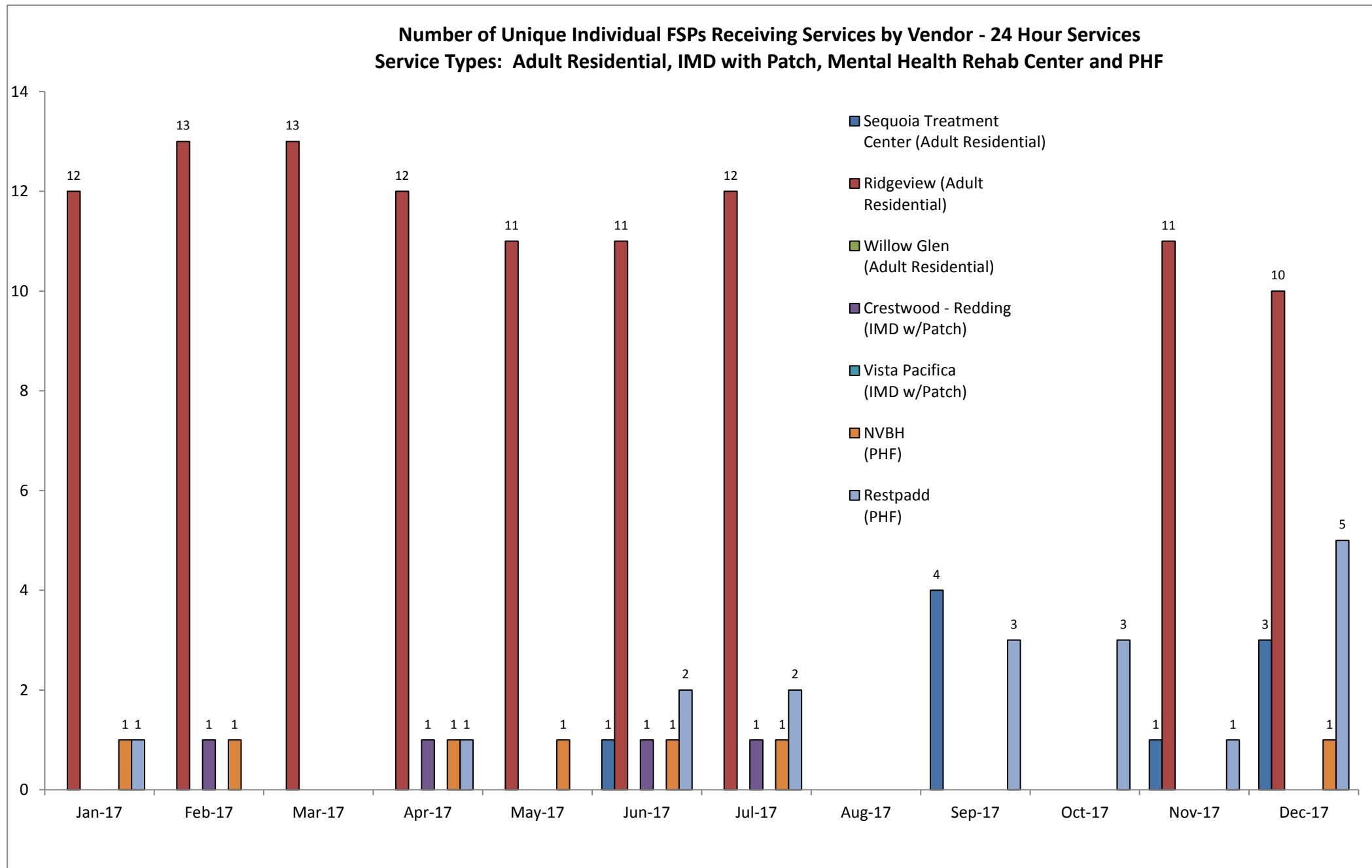


Data as of 10-27-2017

This chart shows how many unduplicated Full Service Partners each individual vendor providing 24 Hour “Residential-Other” Services reported serving. All these vendors appear to be some level of Board and Care setting.

Because partners may have moved from one Board and Care to another in the same month, numbers of partners are only unduplicated by individual vendor.

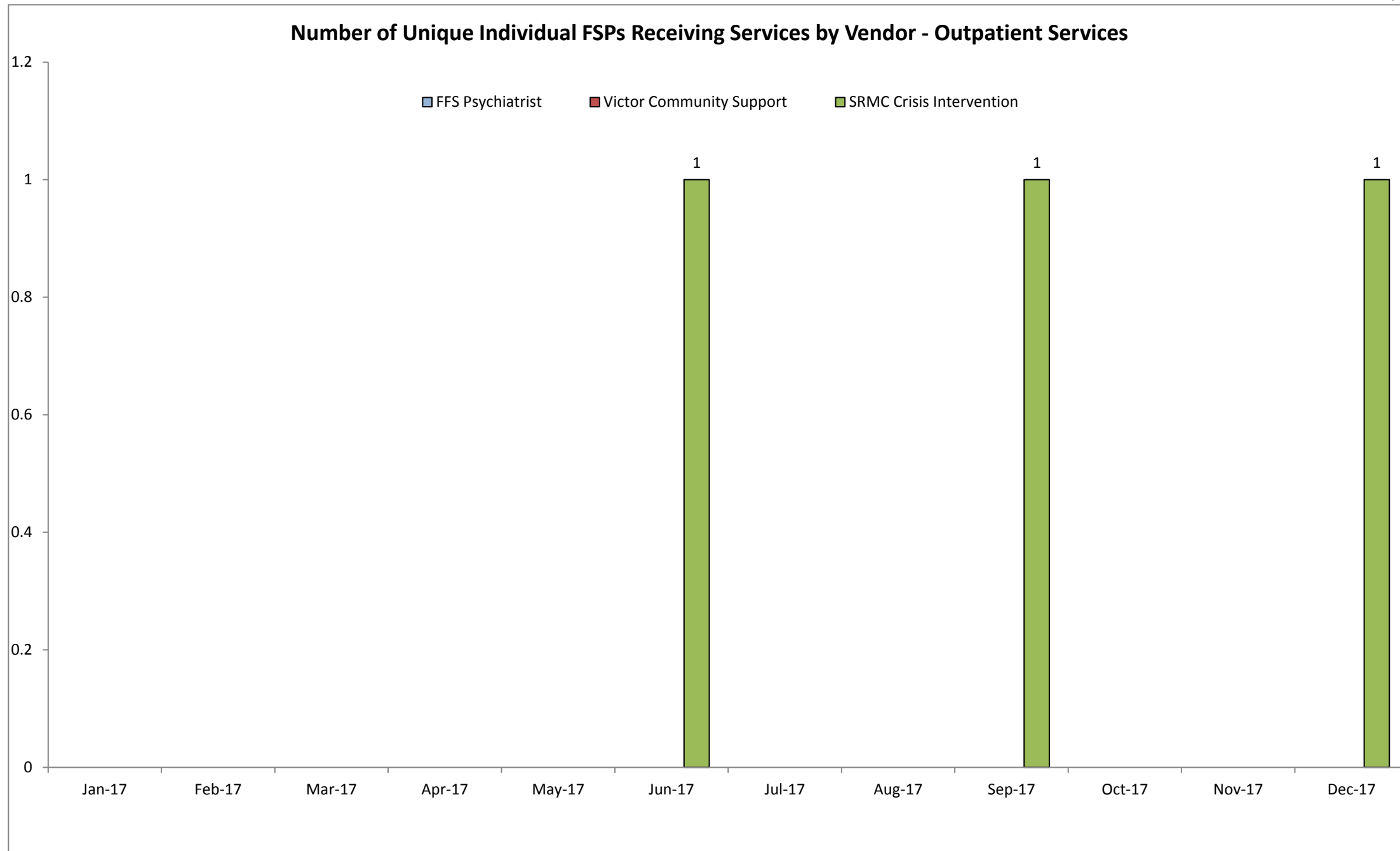
Due to the relatively large number of vendors, but small number of partners, no further breakdown of the data was performed.



This chart shows how many unduplicated Full Service Partners each individual vendor providing all other 24 Hour Services reported serving. All these vendors appear to be providing services at a higher level of care than a standard Board and Care facility.

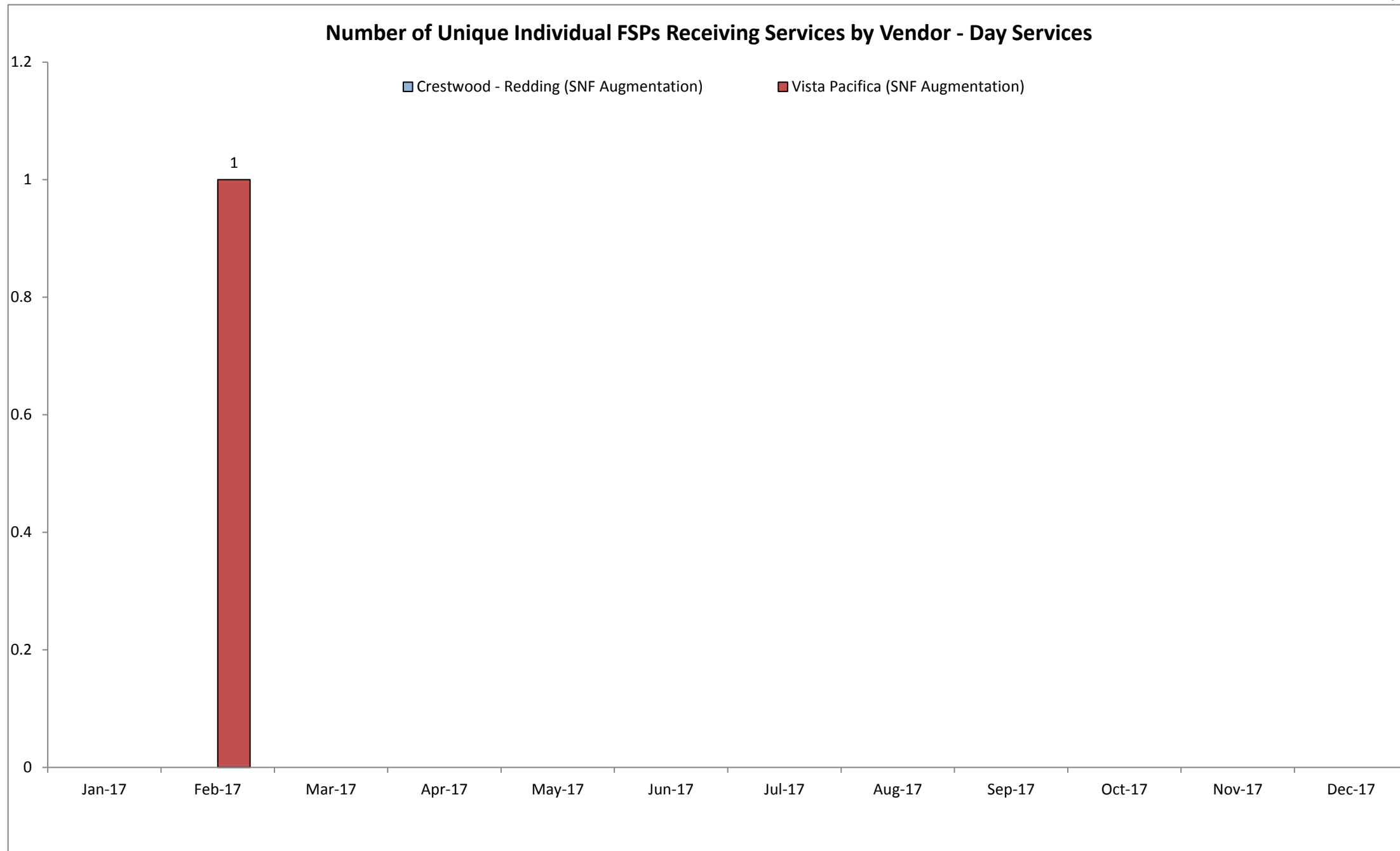
Because partners may have moved from one facility to another in the same month, numbers of partners are only unduplicated by individual vendor.

Due to the relatively large number of vendors, but small number of partners, no further breakdown of the data was performed.



This chart shows how many unduplicated Full Service Partners each individual vendor providing Outpatient Services reported serving.

Due to the small number of partners, no further breakdown of the data was performed.



This chart shows how many unduplicated Full Service Partners each individual vendor providing Day Services reported serving.

Due to the small number of partners, no further breakdown of the data was performed.

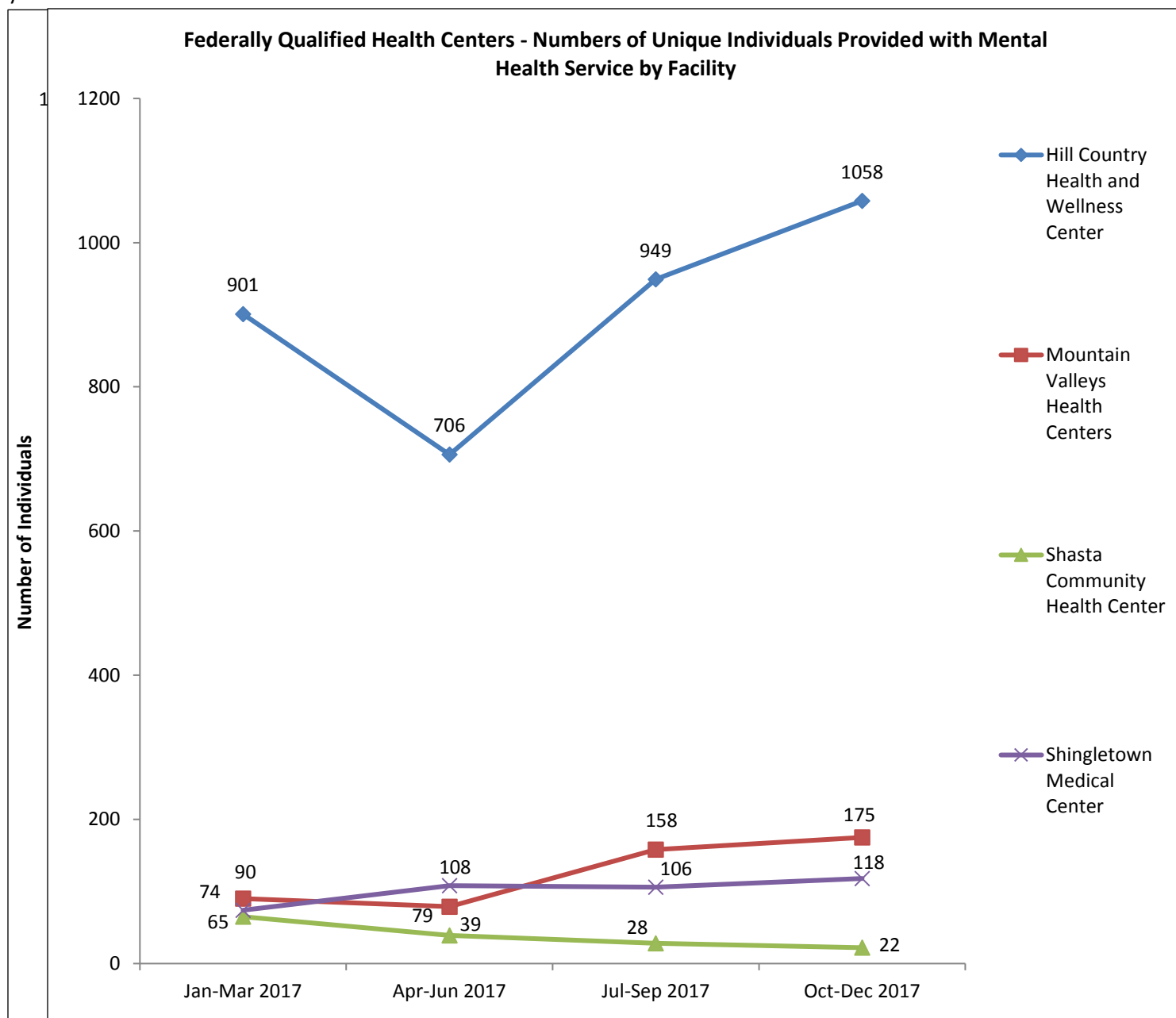
Federally Qualified Health Centers Annual Summary Report

January 2017 through December 2017

In order to better provide access to mental health services in Shasta County, the Shasta County Health and Human Services Agency has contracted with four different Federally Qualified Health Centers (FQHCs) to provide new or expanded mental health services, integrate mental health services with existing mental health and medical services provided by the FQHCs, and strengthen the relationship between the FQHCs and the County's public mental health system. Funding is provided through the Mental Health Services Act (MHSA). Shasta County had four federally qualified health centers in operation during 2017: Hill Country Health and Wellness Center in Round Mountain; Mountain Valleys Health Centers in Burney; Shasta Community Health Center in Redding; and, Shingletown Medical Center in Shingletown.

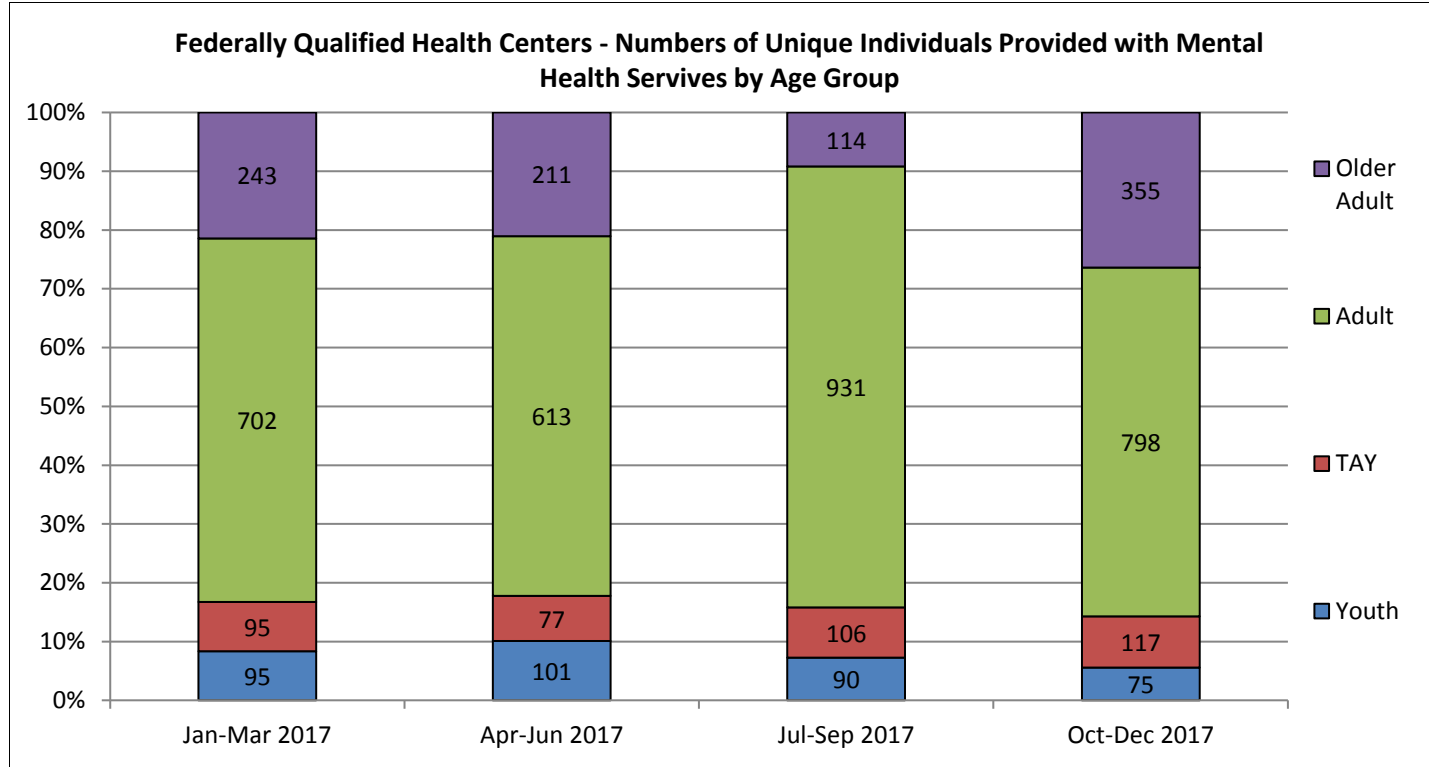
Attendance

An average of 1169 people visited a federally qualified health center in 2017. This is an 8.64% increase from the previous year.

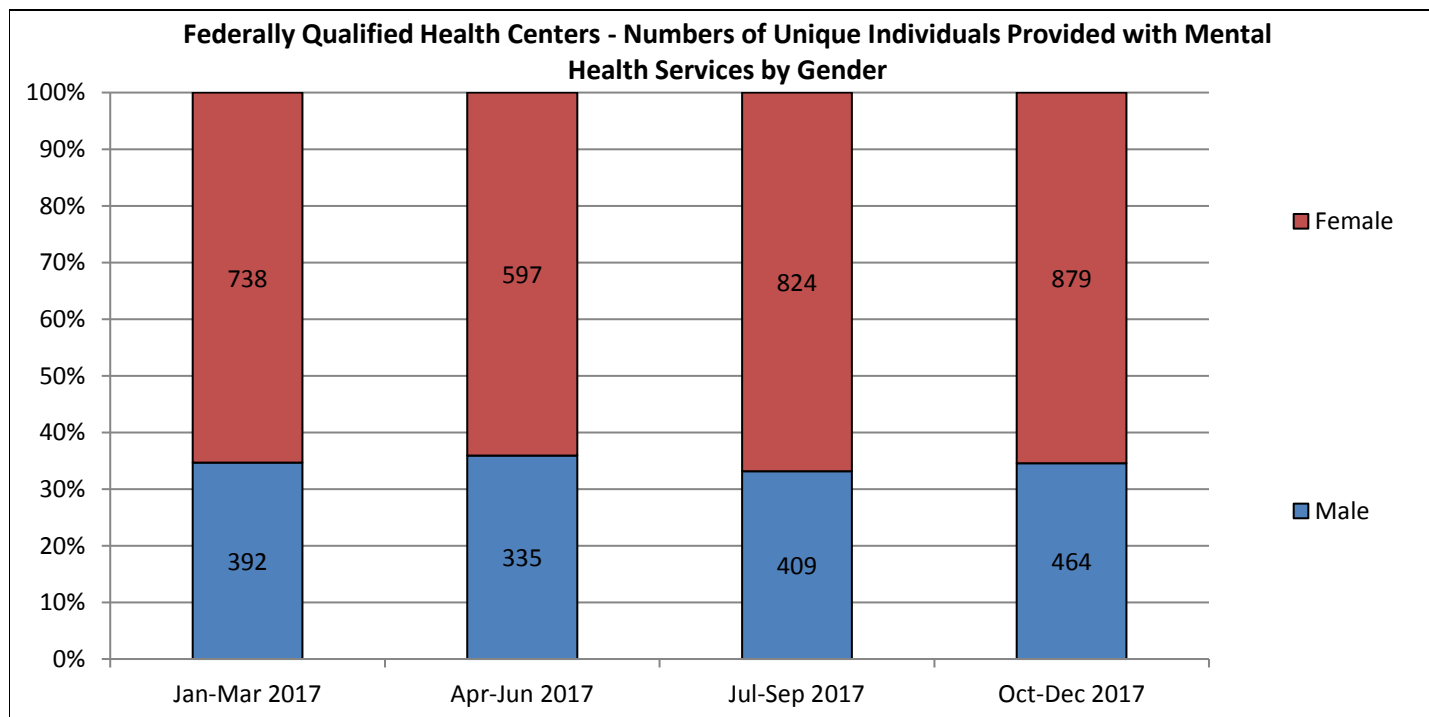


Demographics

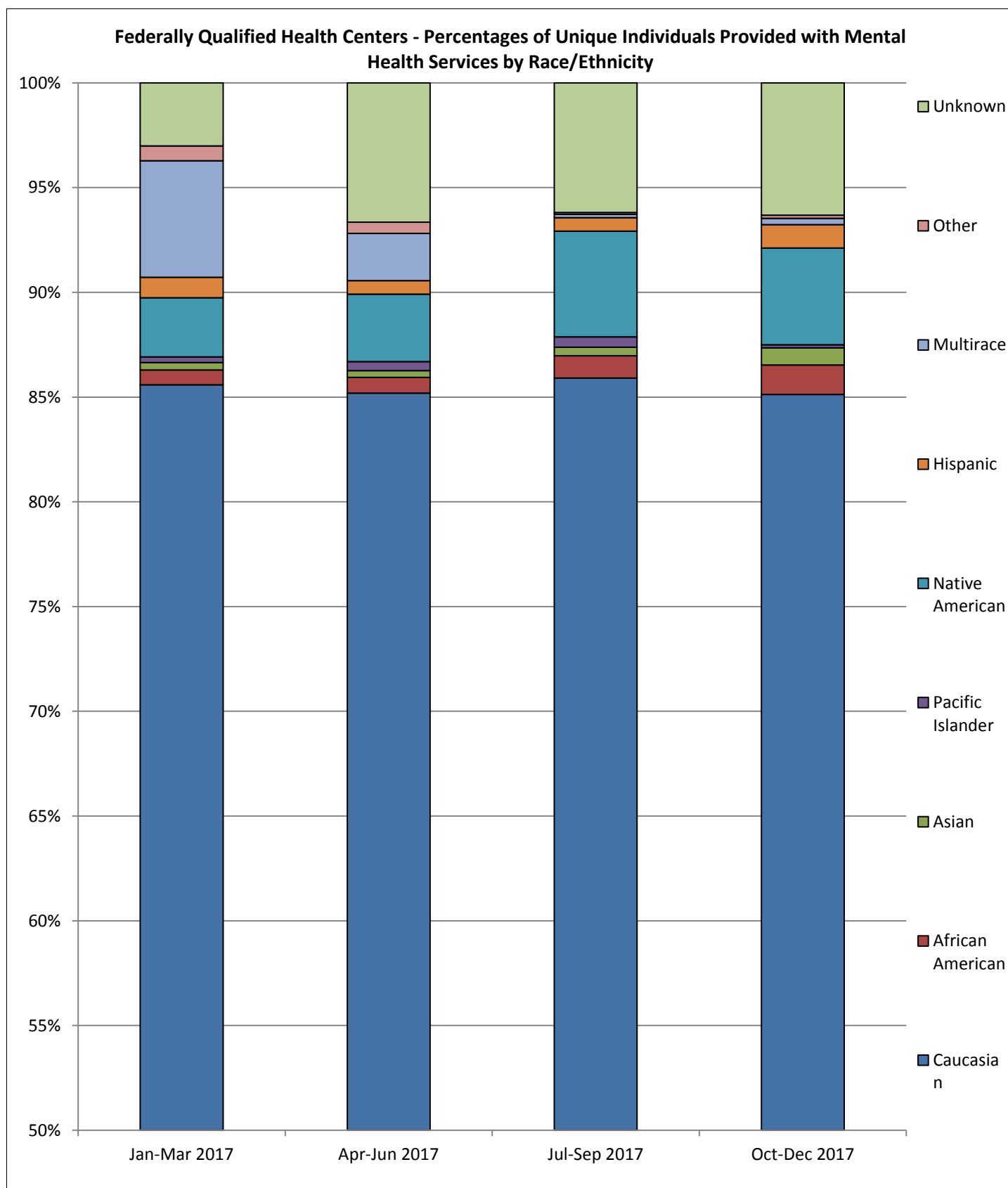
Age - The MHSA uses four age categories: Youth – ages 0 to 15, Transitional Aged Youth (TAY) – ages 16 to 25, Adult – ages 26 to 59, and Older Adult – ages 60 and up.



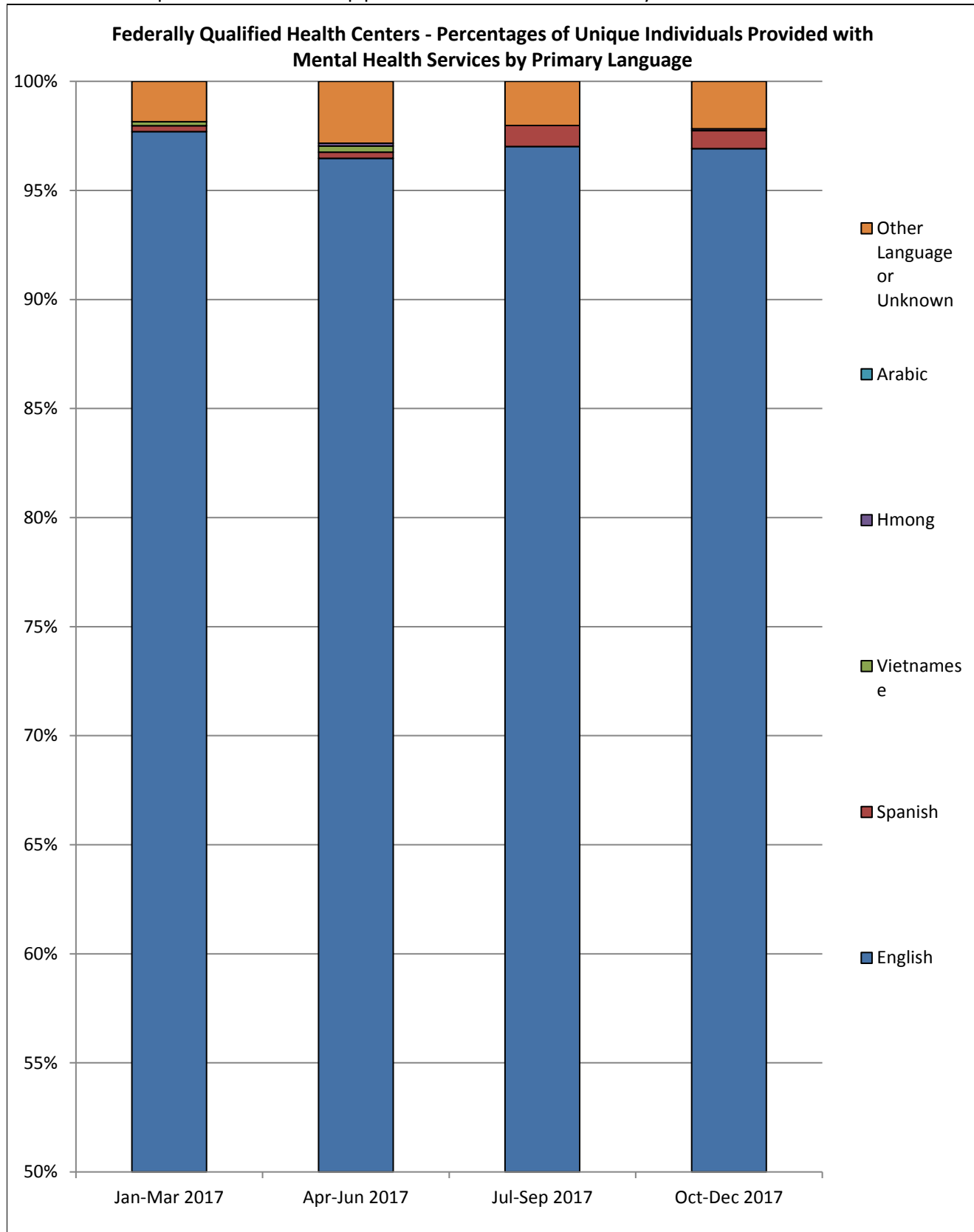
Gender - The MHSA uses four gender categories: Male, Female, Transgender, and Other. Counts of less than 20 individuals are not labeled, in order to help maintain consumer confidentiality, but are included in the chart. No data from any of the facilities was reported for the categories of Transgender or Other, so they are not included on the chart.



Race/Ethnicity - Because of the low gross numbers for some of these ethnicities within small communities, actual counts are not reported in order to help protect consumer confidentiality.

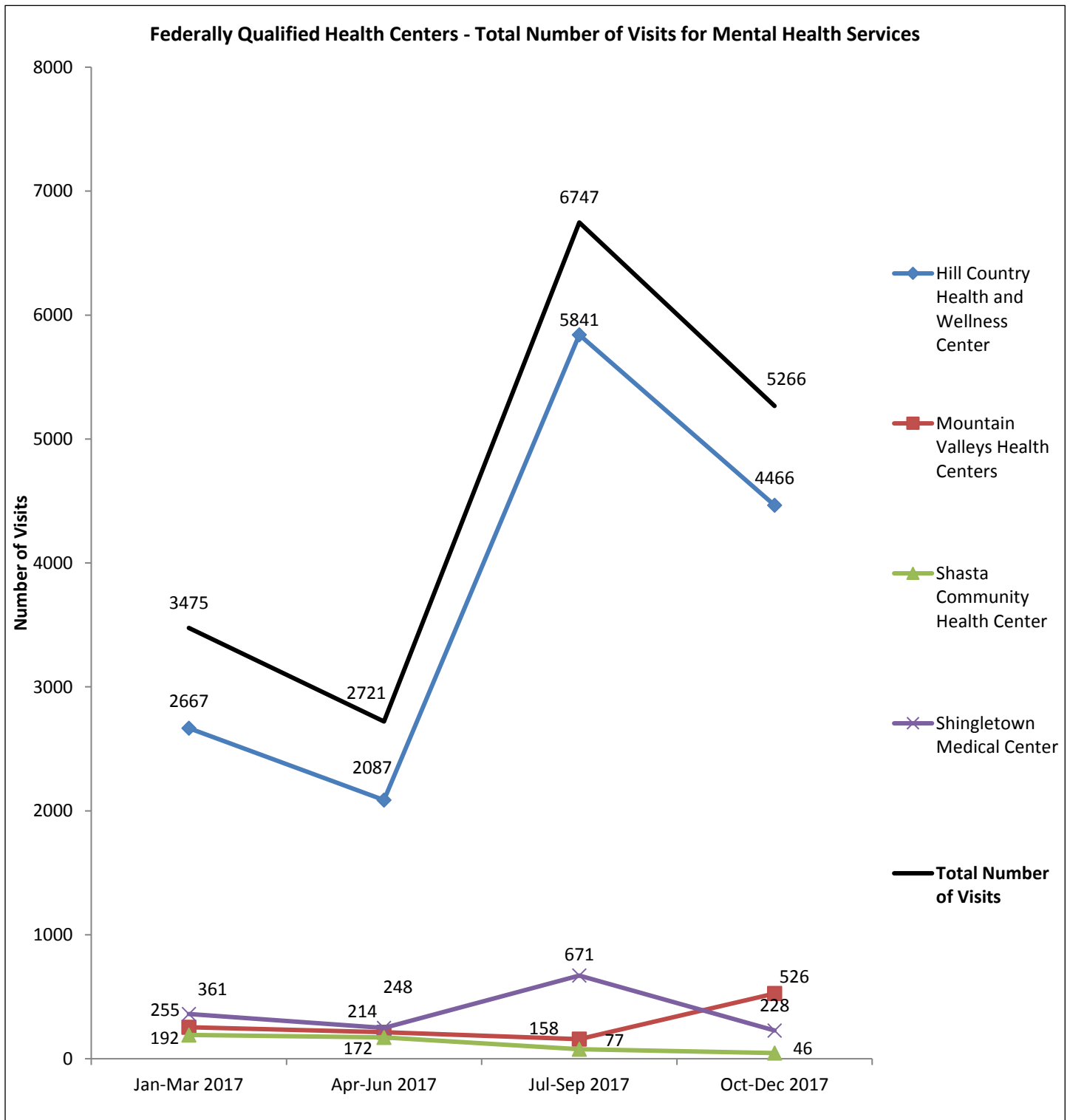


Primary Language - Because of the low gross numbers for some of these languages within small communities, actual counts are not reported in order to help protect consumer confidentiality.



Services Provided

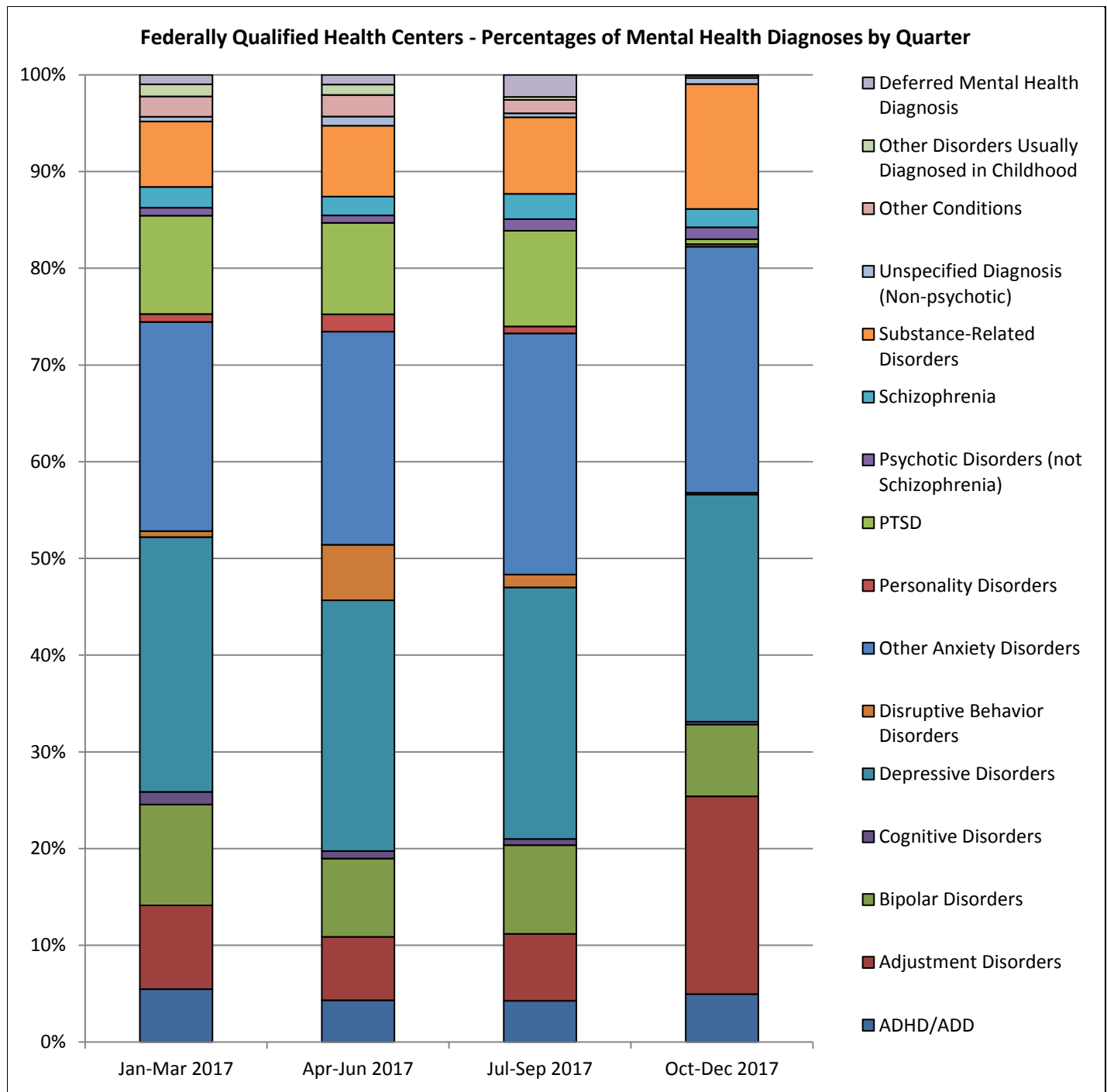
Most people will have multiple visits to the FQHC each quarter, and different types of service may be offered at different times in order to provide everyone with comprehensive and integrated age appropriate mental health services. Services provided may include such things as screenings, assessments, medication management, and individual or group psychotherapy sessions. For 2017, there were a total of 18,209 visits to a federally qualified health center for some type of mental health service. This is a 22.44% increase from the previous year.



Primary Mental Health Diagnosis

All FQHCs are asked to report on the primary mental health diagnosis for each consumer. However, due to some health recordkeeping systems in use, not all facilities are able to isolate primary mental health diagnosis, and so all mental health diagnoses made by them are reported. Because of this, comparisons are made by percentage of each diagnosis.

Regarding the categories used for reporting mental health diagnoses, "Other Conditions" is a state diagnosis category (as are all the others) which still refers to a mental health diagnosis and not a physical health ailment. This diagnosis is generally a mental health issue not readily fitting into the other main groupings (for example, conditions such as Anorexia Nervosa, Sleep Terror Disorder, Impulse-Control Disorder, Bereavement, etc.). If there is no mental health diagnosis, it would be reported under the category "Deferred Mental Health Diagnosis."



Shasta County Mental Health, Alcohol and Drug (SCMHAD)**Crisis Residential and Recovery Center (CRRC) Program Activity Through December 2017**

Bolded and underlined numbers represent the highest number during the fiscal year. Bolded and italicized numbers represent Crestwood Elpidia data. There were 14 CRRC admits in December, an 8% increase from November, and a 180% increase from the same month of the prior fiscal year. The CRRC bed days of 329 for December was a 27% increase from November, and a 174% increase over December of last year. The average length of stay during December was 24 days, an increase of 20% from last month, but no change from the same month in the previous year.

| CRRC/Elpidia Admits (chart on page 4) | | | | | | | | | | | | | | |
|--|------------------|------------------|-----|-----|------------------|-----|------------------|-----|------------------|------------------|------------------|------------------|------------|--------------|
| FY | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Total* | Change +/-** |
| 2017-18 | <u>17</u> | 13 | 12 | 12 | 13 | 14 | | | | | | | 81 | -47% |
| 2016-17 | 16 | 17 | 5 | 16 | 14 | 5 | 16 | 8 | <u>22</u> | 11 | 10 | 13 | 153 | -13% |
| 2015-16 | 18 | 9 | 15 | 20 | 14 | 11 | 12 | 15 | 10 | <u>21</u> | 11 | 19 | 175 | -5% |
| 2014-15 | 17 | <u>23</u> | 17 | 14 | 15 | 12 | 17 | 13 | 14 | 10 | 14 | 19 | 185 | -1% |
| 2013-14 | 17 | 17 | 19 | 19 | 12 | 15 | <u>21</u> | 6 | 19 | 15 | 10 | 16 | 186 | -27% |
| 2012-13 | 26 | <u>28</u> | 21 | 25 | 24 | 19 | 17 | 22 | 18 | 17 | 19 | 20 | 256 | -3% |
| 2011-12 | 24 | 23 | 27 | 20 | 11 | 23 | 21 | 22 | <u>29</u> | 18 | 22 | 25 | 265 | -2% |
| 2010-11 | 20 | 26 | 23 | 23 | 21 | 23 | 22 | 19 | 23 | 19 | <u>30</u> | 21 | 270 | -6% |
| 2009-10 | 24 | 26 | 25 | 27 | <u>29</u> | 15 | 23 | 24 | 27 | 20 | 22 | 24 | 286 | -24% |
| 2008-09 | 31 | 35 | 34 | 34 | 31 | 26 | 27 | 29 | 37 | 24 | 28 | <u>39</u> | 375 | 1% |

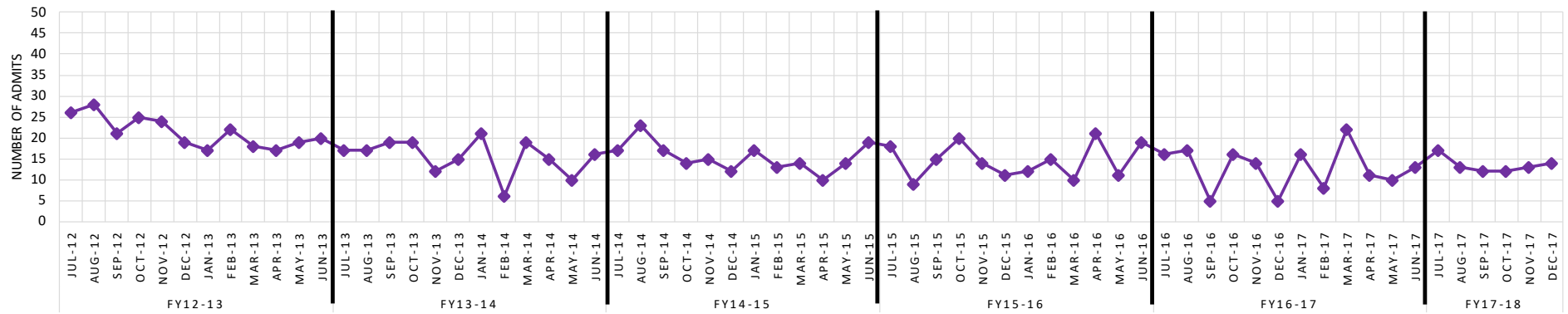
| CRRC/Elpidia Days (chart on page 4) | | | | | | | | | | | | | | |
|--|-------------------|-----|-----|-------------------|-----|-------------------|-------------------|-----|-------------------|-------------------|-----|-------------------|-------------|--------------|
| FY | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Total* | Change +/-** |
| 2017-18 | 204 | 165 | 187 | 204 | 260 | <u>329</u> | 0 | 0 | 0 | 0 | 0 | 0 | 1349 | -49% |
| 2016-17 | 295 | 280 | 201 | 185 | 291 | 120 | 242 | 199 | 167 | 228 | 130 | <u>314</u> | 2652 | -7% |
| 2015-16 | 236 | 224 | 244 | <u>342</u> | 301 | 266 | 194 | 217 | 178 | 215 | 193 | 229 | 2839 | -5% |
| 2014-15 | <u>345</u> | 268 | 280 | 235 | 235 | 186 | 284 | 239 | 174 | 246 | 192 | 304 | 2988 | -3% |
| 2013-14 | 274 | 231 | 255 | 295 | 136 | 207 | 333 | 311 | 212 | <u>335</u> | 242 | 243 | 3074 | -14% |
| 2012-13 | 315 | 341 | 321 | 310 | 344 | <u>361</u> | 248 | 259 | 296 | 308 | 213 | 274 | 3590 | 20% |
| 2011-12 | 216 | 202 | 296 | <u>329</u> | 209 | 196 | 247 | 191 | 279 | 291 | 267 | 268 | 2991 | 2% |
| 2010-11 | 193 | 254 | 250 | 290 | 278 | 231 | <u>307</u> | 192 | 203 | 165 | 302 | 280 | 2945 | -10% |
| 2009-10 | <u>356</u> | 272 | 323 | 319 | 311 | 199 | 231 | 266 | 245 | 241 | 238 | 267 | 3268 | -12% |
| 2008-09 | 330 | 300 | 301 | 248 | 270 | 276 | 318 | 319 | <u>366</u> | 310 | 312 | 350 | 3700 | 50% |

| CRRC/Elpidia Average Length of Stay (Bed Days/Discharge Count) - (chart on page 4) | | | | | | | | | | | | | | |
|---|------------------|------------------|------------------|-----|------------------|------------------|------------------|------------------|-----|------------------|-----|-----|-------------|--------------|
| FY | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | FY Avg. LOS | Change +/-** |
| 2017-18 | 12 | 13 | 16 | 17 | 20 | <u>24</u> | | | | | | | 17 | -14% |
| 2016-17 | 18 | 16 | <u>40</u> | 12 | 21 | 24 | 15 | 25 | 8 | 21 | 13 | 24 | 20 | 16% |
| 2015-16 | 13 | <u>25</u> | 16 | 17 | 22 | 24 | 16 | 14 | 18 | 10 | 18 | 12 | 17 | 7% |
| 2014-15 | 20 | 12 | 16 | 17 | 16 | 16 | 17 | 11 | 12 | <u>25</u> | 14 | 16 | 16 | -14% |
| 2013-14 | 16 | 14 | 13 | 16 | 11 | 14 | 16 | <u>52</u> | 11 | 22 | 24 | 15 | 19 | 32% |
| 2012-13 | 12 | 12 | 15 | 12 | 14 | <u>19</u> | 15 | 12 | 16 | 18 | 11 | 14 | 14 | 19% |
| 2011-12 | 9 | 9 | 11 | 16 | <u>19</u> | 9 | 12 | 9 | 10 | 16 | 12 | 11 | 12 | 8% |
| 2010-11 | 10 | 10 | 11 | 13 | 13 | 10 | <u>14</u> | 10 | 9 | 9 | 10 | 13 | 11 | -4% |
| 2009-10 | <u>15</u> | 10 | 13 | 12 | 11 | 13 | 10 | 11 | 9 | 12 | 11 | 11 | 12 | 13% |
| 2008-09 | 11 | 9 | 9 | 7 | 9 | 11 | 12 | 11 | 10 | <u>13</u> | 11 | 9 | 10 | 61% |

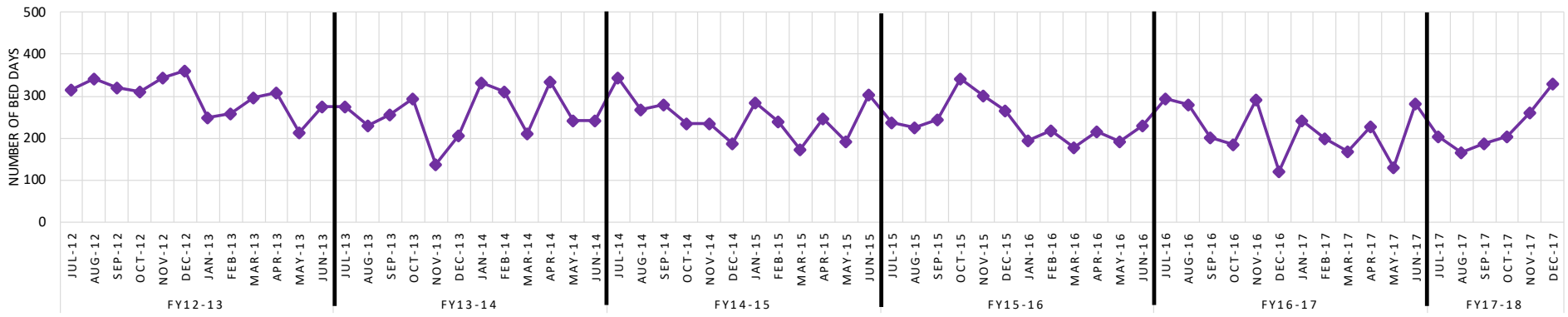
* Current Fiscal Year is a projected yearend total.

** Change +/- is calculated based on the prior Fiscal Year comparison to Current Fiscal Year.

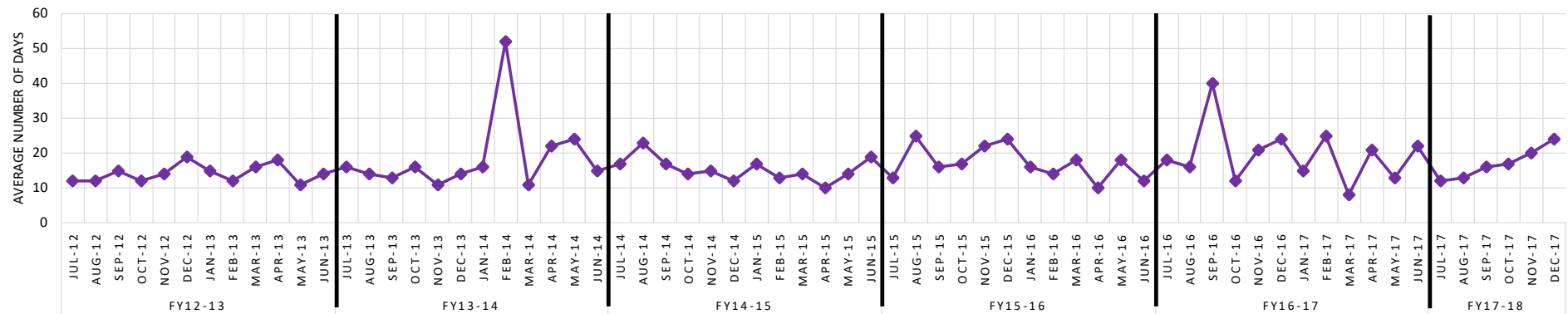
CRISIS RESIDENTIAL - NUMBER OF ADMITS BY MONTH



CRISIS RESIDENTIAL - TOTAL BED DAYS BY MONTH



CRISIS RESIDENTIAL - AVERAGE LENGTH OF STAY BY MONTH

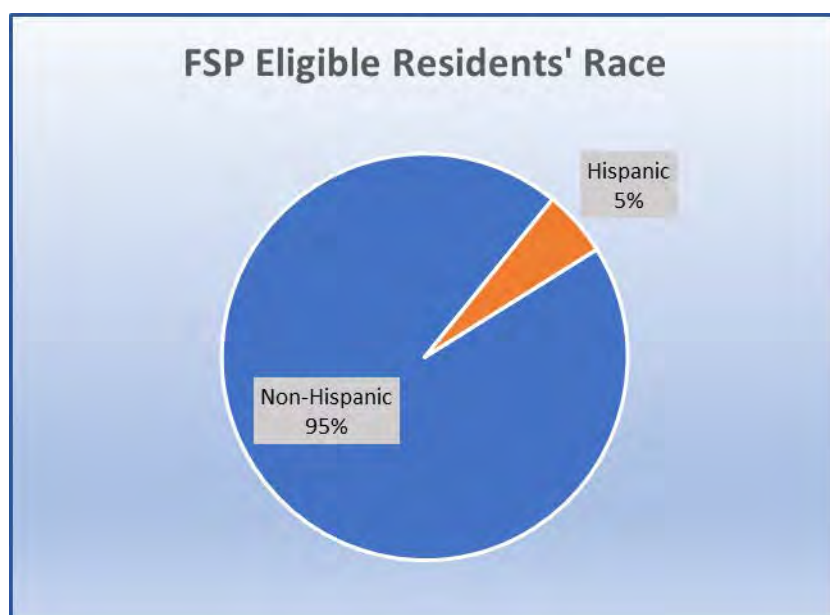
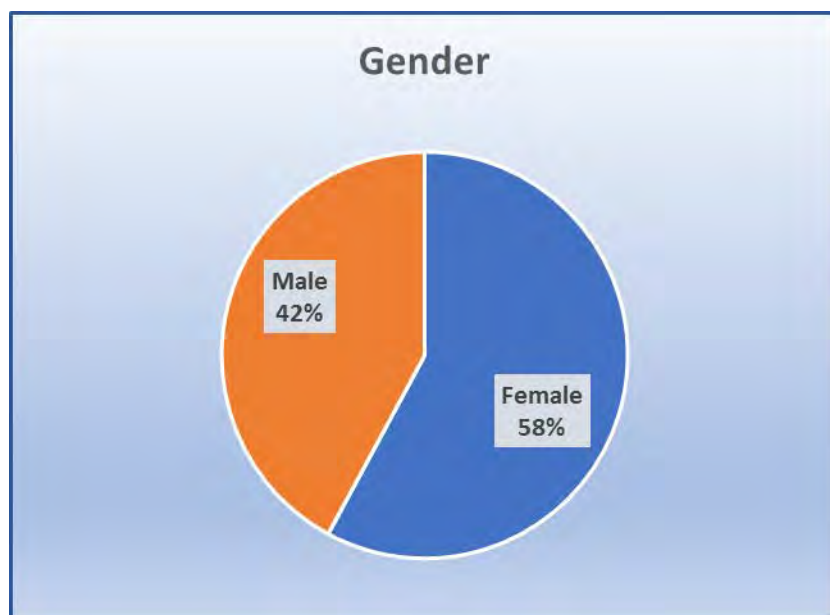


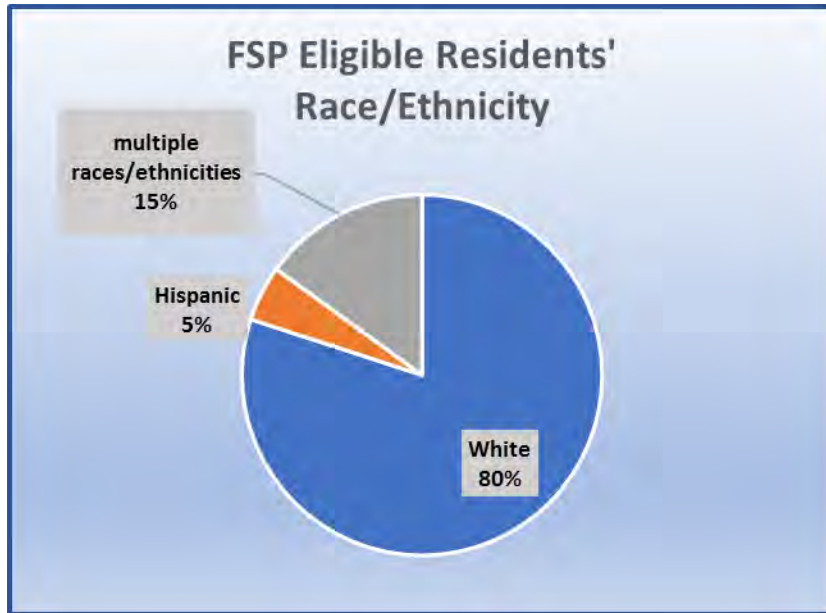
Length of stays are rounded numbers

The Woodlands Permanent Supportive Housing Demographics

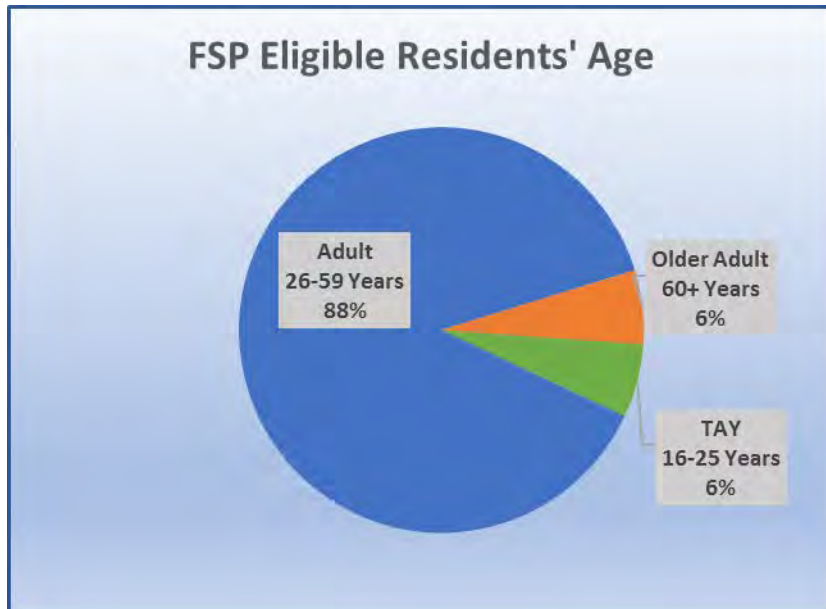
All 19 apartments must have a person who is eligible for Full Service Partnership services. There are 34 people who live in these 19 units, and residents must have a severe and persistent mental illness (or a child with serious emotional disturbance), and have been homeless or at risk of homelessness.

Below is a summary of the demographics of the people who live in these 19 units:





MHSA clients are grouped by different age categories. Child 0-15 years, Transitional Age Youth (TAY) 16-25 years, Adult 26-59 years and Older Adults 60+ years.



MHSA tenants have been making progress towards living in a community and are starting to adjust to the challenges that face them to keep striving towards independence.

Triple P – Shasta County

Triple P Program Performance Dashboard Report 2017 Data Submission Prepared by Shasta County Health and Human Services Agency

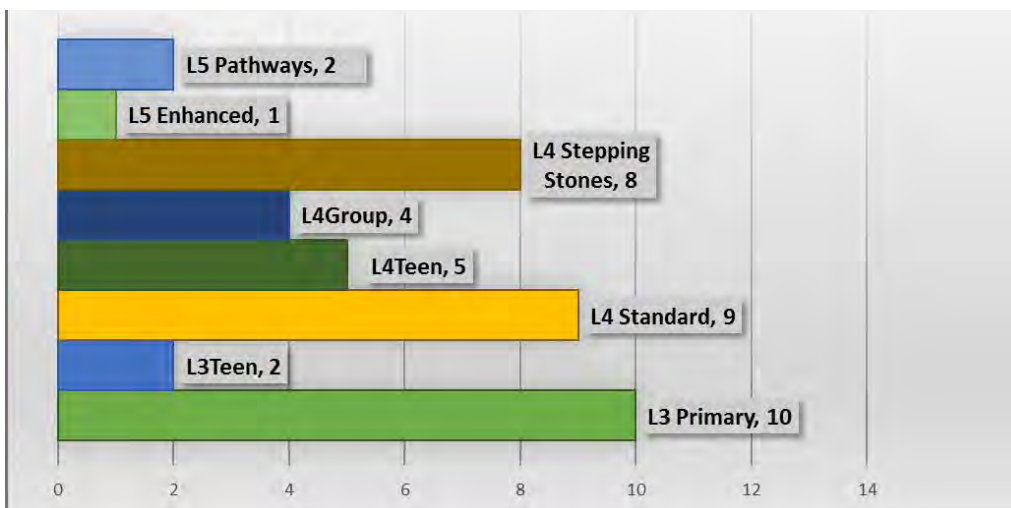
This aggregate program performance dashboard report describes caregivers who participated in Triple P programs in Shasta County. This data is entered into the Shasta County Scoring Application reflecting caregivers served for 2017.

This dashboard report reflects a total of **497 Triple P caregivers** served in Shasta County, representing **395 children**. This signifies the addition of **394** new caregivers representing **313** children for 2017.

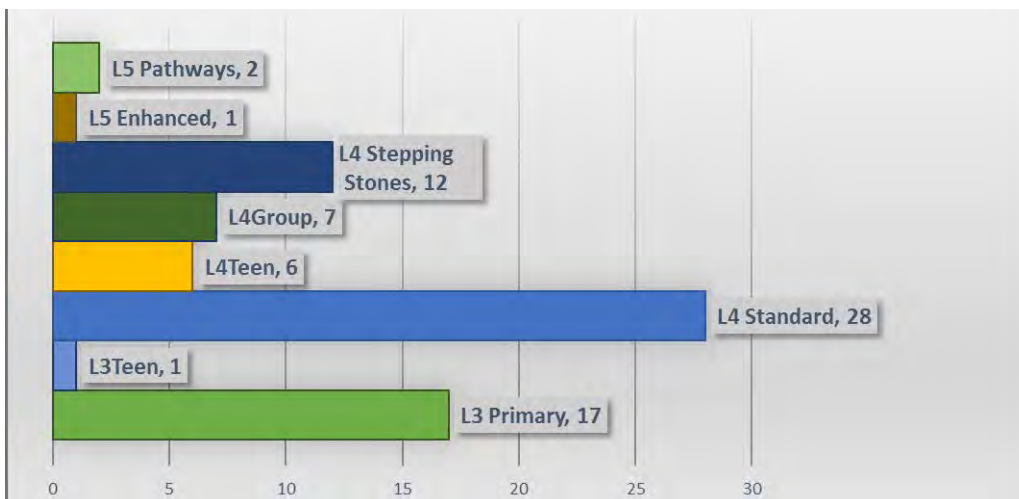
Practitioners from these organizations/private practices entered data into the Shasta County Scoring Application and served caregivers in 2017:

| Table 1. Shasta County Triple P Programs Providing Data, 2017 | | |
|--|--|--|
| Name of Organization | Number of Practitioners entering into Scoring Application 2017 | Total Number of Caregivers receiving Triple P 2017 |
| Bridges to Success/ Shasta County Office of Education: Early Childhood Services/VOICES | 7 | 96 |
| Child Abuse Prevention Coordinating Council of Shasta County (CAPCC) | 5 | 25 |
| Family Dynamics | 6 | 97 |
| Gateway Unified School District/Great Partnership | 2 | 10 |
| Northern Valley Catholic Social Service | 7 | 59 |
| Remi Vista | 2 | 8 |
| Right Road Recovery Programs | 1 | 5 |
| Shasta County Health & Human Services Agency: Children's Services | 6 | 36 |
| Tara Tate – Private Practice | 1 | 8 |
| Tri-Counties Community Network: Bright Futures | 1 | 5 |
| Victor Community Support Services | 3 | 36 |
| Wright Education Services | 4 | 58 |
| Youth and Family Programs | 3 | 54 |

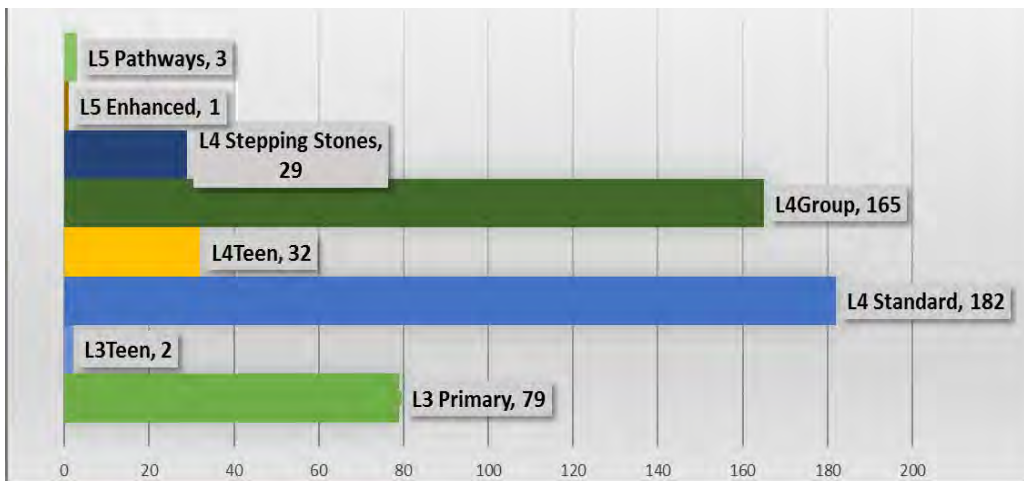
Thirteen organizations or private practice practitioners provided Triple P services in 2017. The chart below shows the number of organizations that provided the specific levels:



Of these 13 organizations, 44 practitioners provided Triple P services. Below is the number of practitioners that provided services in each level:

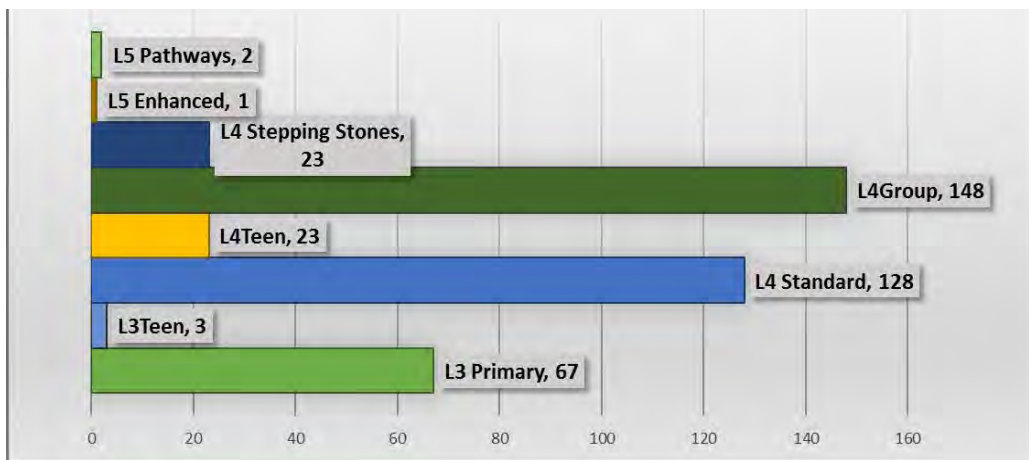


In 2017, 497 caregivers received Triple P services. The chart below shows the number of caregivers per level. Each caregiver is associated with a child, and there may be more than one caregiver per child:



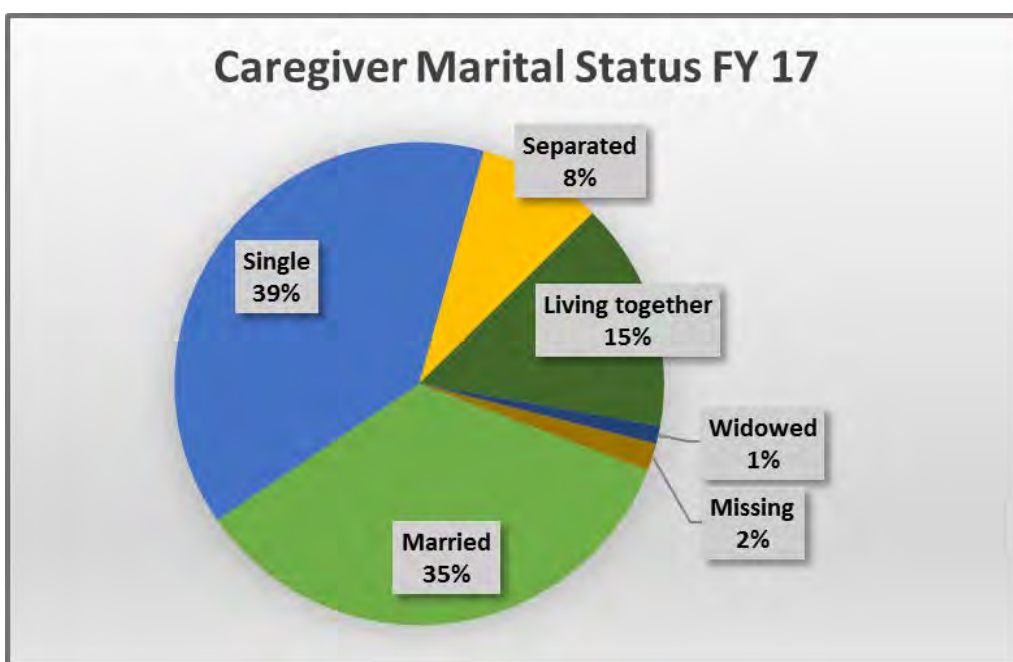
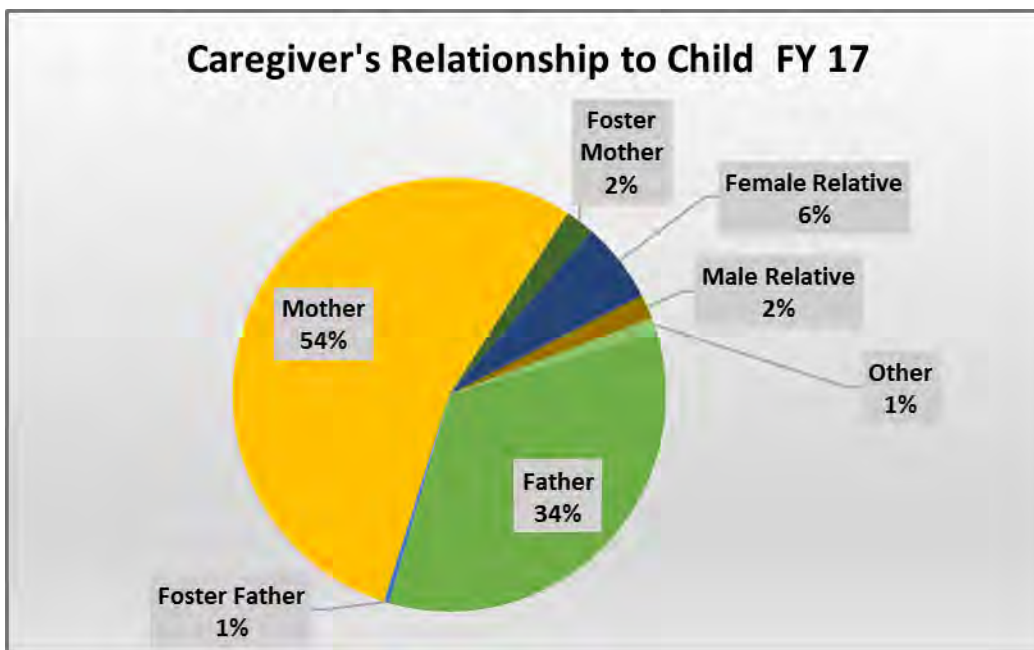
(Shasta County Scoring Application gives a point in time snapshot)

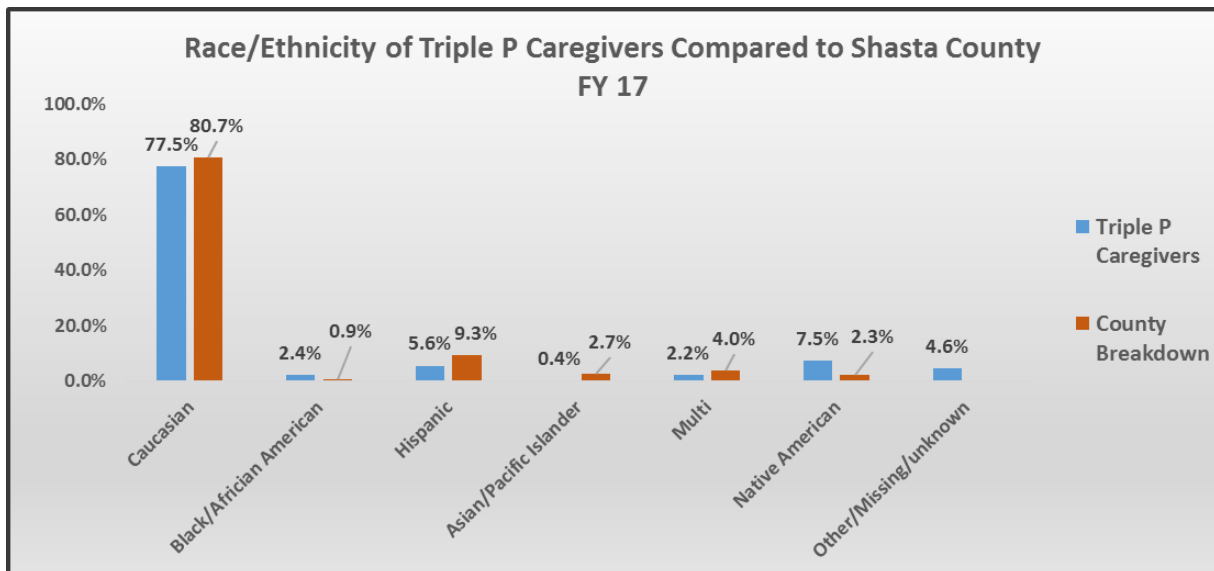
The total number of children represented by the caregivers in 2017 was 395. These levels were at a single point in time. There are instances where levels are changed as necessary types of help change.



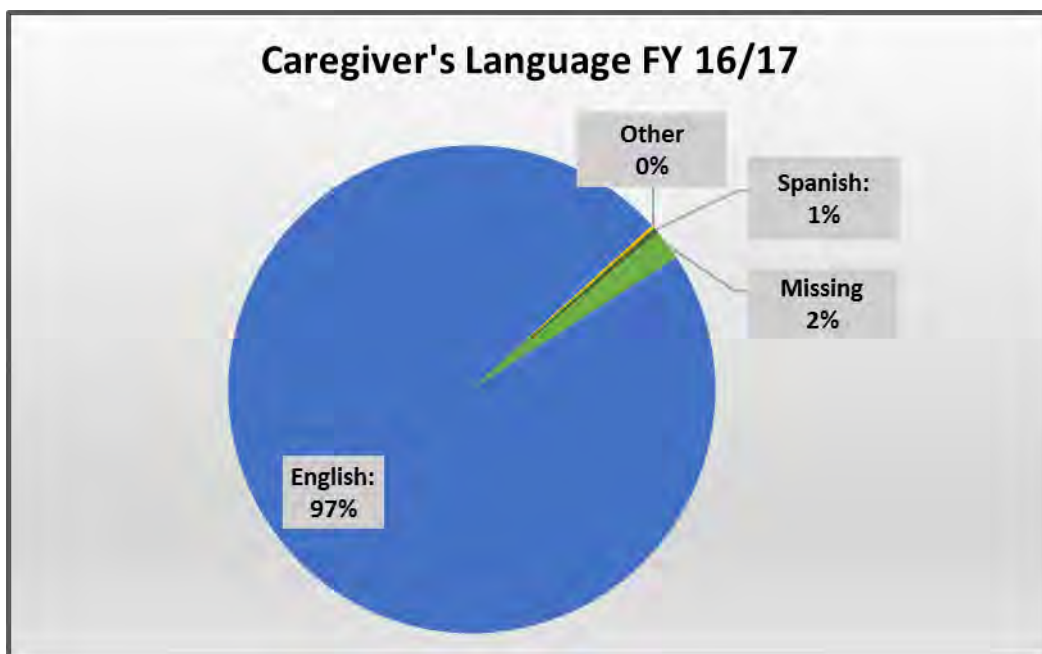
The largest group of children where caregivers are receiving Triple P services is 0-5 years (210 children), followed by ages 6-12 (156) and ages 13-18 (29). The average age is 6.

Demographic information for Triple P caregivers





*Hispanic includes respondents of any race. Other categories are non-Hispanic



Outcome Measures

All outcomes are reported as percentage of improvement from pre-Triple P participation to post-Triple P participation (e.g., improved parenting efficacy, improved parenting satisfaction).

Level 3 Primary Care & Level 3 Primary Care Teen

These levels are:

- A brief face-to-face or telephone intervention with a practitioner usually based around a certain problem or behavior
- Approximately four individual consultations lasting between 15 and 30 minutes
- Uses tip sheets and Positive Parenting Booklet to reinforce strategies
- For parents of children birth to 12 years

The two surveys used are the Parenting Experience and Strengths and Difficulties Questionnaire.

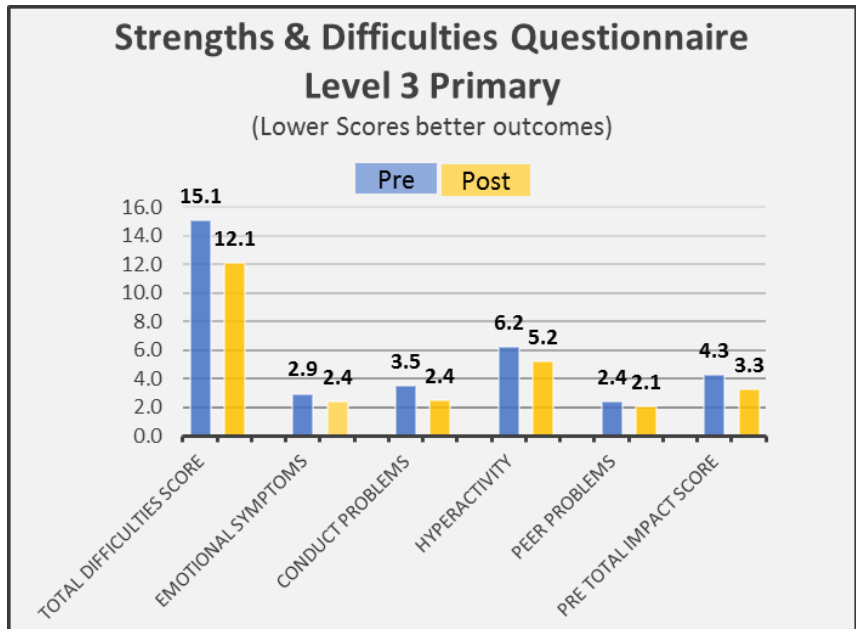
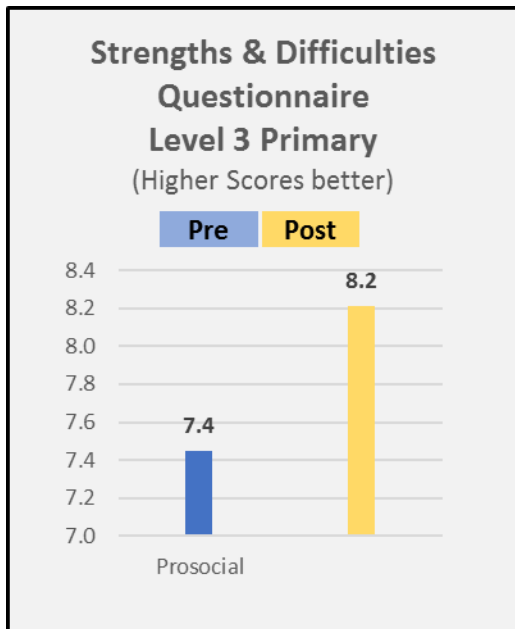
Parenting Experience Survey is a Level 3 Primary/Primary Teen questionnaire that includes questions about the child's behavior and issues related to being a parent. This survey gives practitioners information on how the parent perceives his or her parenting.

The Strengths and Difficulties Questionnaire (SDQ) is a brief behavioral screening questionnaire for children ages 3-16 years. It exists in several versions to meet the needs of researchers, clinicians and educators. This survey can give some idea on how the caregivers receiving Triple P have impacted the child.

| Interpreting the SDQ | | | |
|----------------------|--|--|--|
| Prosocial | higher score better | | |
| all the rest | higher score greater difficulty | | |
| | | | |
| Parent Versions | This score is close to average - clinically significant problems in this area are unlikely | This score is slightly raised, which may reflect clinically significant problems | This score is high - there is a substantial risk of clinically significant problems in this area |
| Total Difficulties | 0-13 | 14-16 | 17-40 |
| Emotional Symptoms | 0-3 | 4 | 0-10 |
| Conduct Problem | 0-2 | 3 | 4-10 |
| Hyperactivity Score | 0-5 | 6 | 7-10 |
| Peer Problem | 0-2 | 3 | 4-10 |
| Prosocial Behavior | 6-10 | 5 | 0-4 |

"Before" and "after" SDQs can be used to audit everyday practice (e.g. in clinics or special schools) and to evaluate specific interventions (e.g. parenting groups). Studies using the SDQ along with research interviews and clinical ratings have shown that the SDQ is sensitive to treatment effects. Child and adolescent mental health services, and other specialist services for children with emotional and behavioral difficulties, can use an 'added value' score based on the SDQ as one index of how much help they are providing to the young people they see.

Overall, there has been a slight improvement in all areas of the Strengths & Difficulties Questionnaire which was taken by almost 40 caregivers. The Conduct Problem Score has decreased by 29.5% while the Prosocial has increase by 10.2%.



There is no data for Level 3 Primary Teen at this time.

Level 4 Standard

Level 4 is:

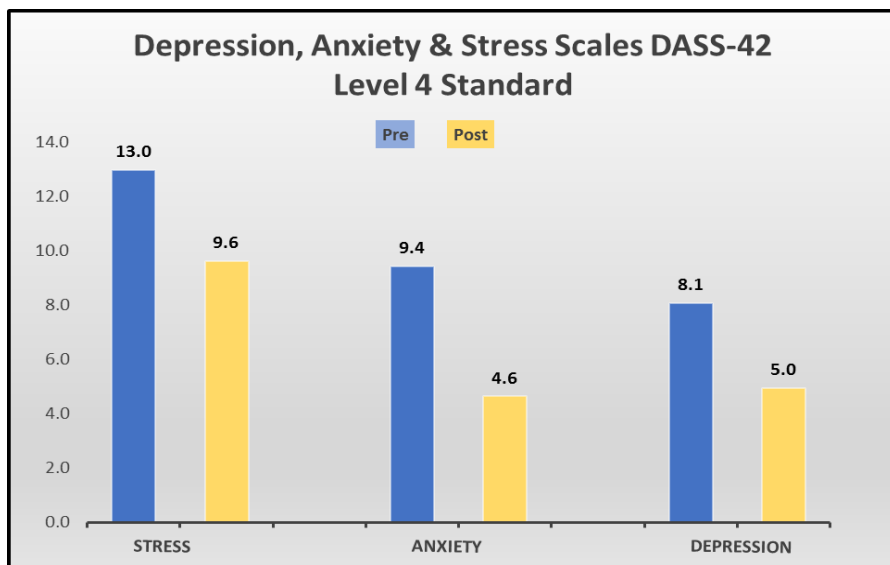
- For parents/caregivers of children from birth to 12 years with moderate to severe behavioral difficulties or ones who need intensive support
- Covers Triple P's 17 core positive parenting skills that can be adapted to a wide range of parenting situations
- Individual counseling is usually delivered over 10 one-hour sessions, but there can be more if needed

| Depression, Anxiety and Stress Score (DASS-42) | | | |
|--|------------------|---------------|--------------|
| | Depression Score | Anxiety Score | Stress Score |
| Normal | 0-9 | 0-7 | 0-14 |
| Mild | 10-13 | 8-9 | 15-18 |
| Moderate | 14-20 | 10-14 | 19-25 |
| Severe | 21-27 | 15-19 | 26-33 |
| Very Severe | 28+ | 20+ | 34+ |

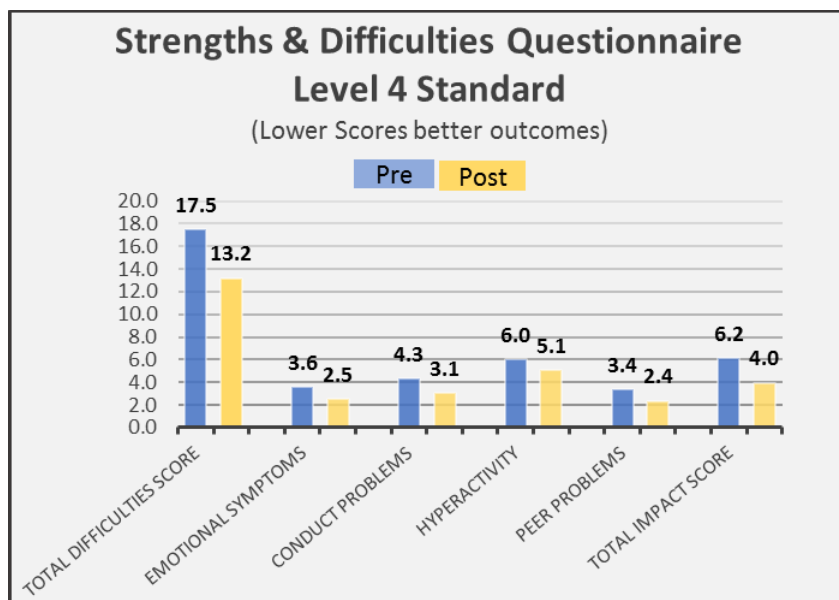
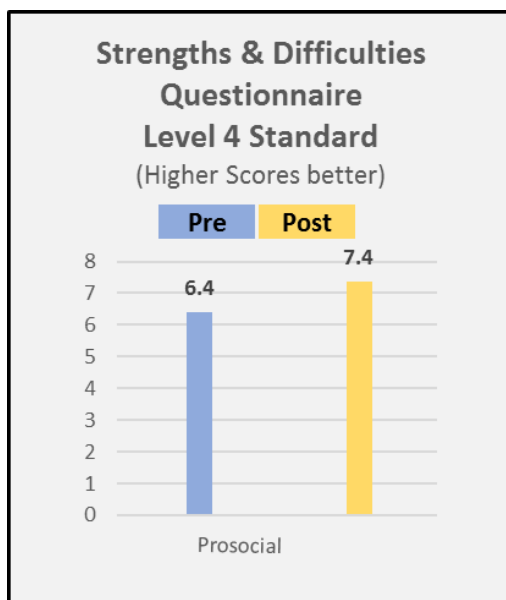
Depression Anxiety Stress Scale-42 (DASS42)

The *Depression Anxiety Stress Scale-42* (DASS42) is a self-report assessment completed before and after participation in Triple P Level 4 Standard. This 42-item assessment inventory measures symptoms of depression, anxiety and stress in adults. Scores have a possible range of 0-42. Clinical cutpoints are 14 for Depression, 10 for Anxiety, and 19 for Stress. Scores at or above these cutpoints are considered to be clinically significant.

Overall, there has been significant improvement in all areas of the DASS-42, which was taken by almost 70 caregivers. The Anxiety Score has decreased by 50.8%.



Overall, there has been a slight improvement in all areas of the Strengths & Difficulties Questionnaire (see page 6 for guidelines in interpreting the SDQ) which was taken by almost 70 caregivers. The Total Impact Score has decreased by 35.8%.

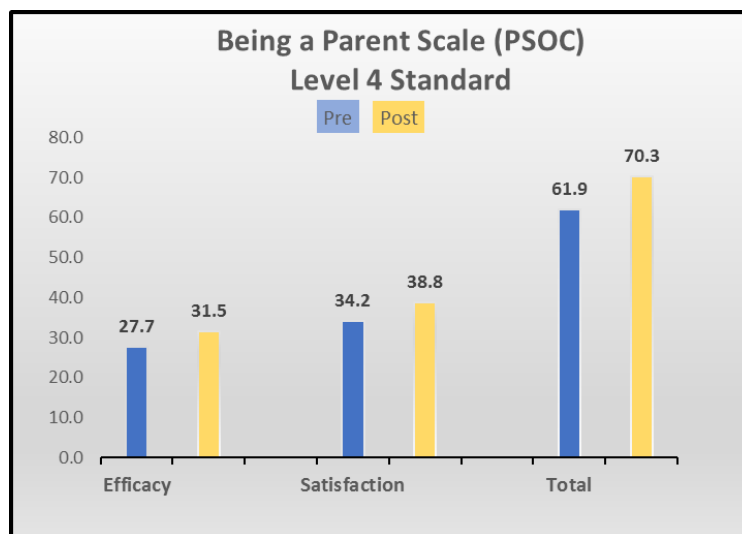


Being a Parent Scale (PSOC)

The *Being a Parent Scale* (PSOC) is completed before and after participation in Triple P Level 4 Standard and Level 4 Group. This 16-item assessment inventory measures parenting self-esteem, or efficacy, and satisfaction with parenting. Parents indicate their degree of satisfaction with their parenting role and their degree of confidence in carrying out their parenting role on a 6-point Likert scale (1 = strongly agree, 6 = strongly disagree).

Possible scores for the Efficacy scale range from 7-42, and for the Satisfaction scale from 9-54. Higher scores represent greater levels of parenting self-efficacy and parental satisfaction. Please note that the *Being a Parent Scale* is a strength-based measure. There are no clinical cutpoints, but

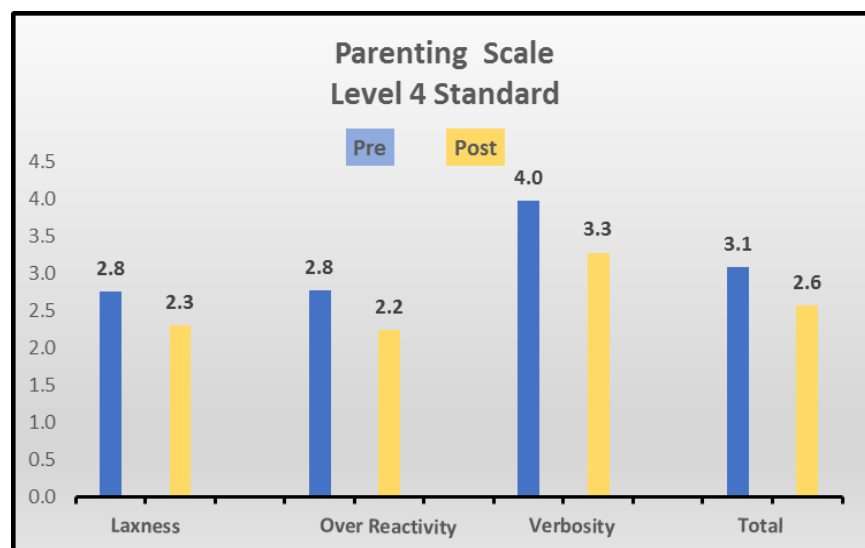
higher scores are better. With almost 55 caregivers completing the PSOC there has been improvement of about 13% in both areas.



Parenting Scale

The *Parenting Scale* is a self-report assessment completed before and after participation in Triple P Level 4 Standard Stepping Stones, Level 5 Enhanced and Level 5 Pathways. This 30-item questionnaire assesses parenting and disciplinary styles, particularly those found to be related to the development and/or maintenance of child disruptive behavior problems. It is completed by parents/caregivers of children ages 1-12.

The original factor structures of Laxness, Overreactivity, and Verbosity are reported, along with the Total Score. Clinical cutpoints in the original literature are not used, as they have not demonstrated stability over time. Possible scores on all factors and the total range from 1-7, as they each represent an average item response. Lower scores are better. With almost 55 caregivers completing the Parenting Scale there has been improvement of almost 17% for the total areas.



Level 4 Standard Teen

This level is:

- For parents/caregivers of children ages 12-18 years with severe behavioral difficulties or ones who need intensive support
- Covers Triple P's 17 core positive parenting skills that can be adapted to a wide range of parenting situations
- Individual counseling is usually delivered over ten (1 hour) sessions

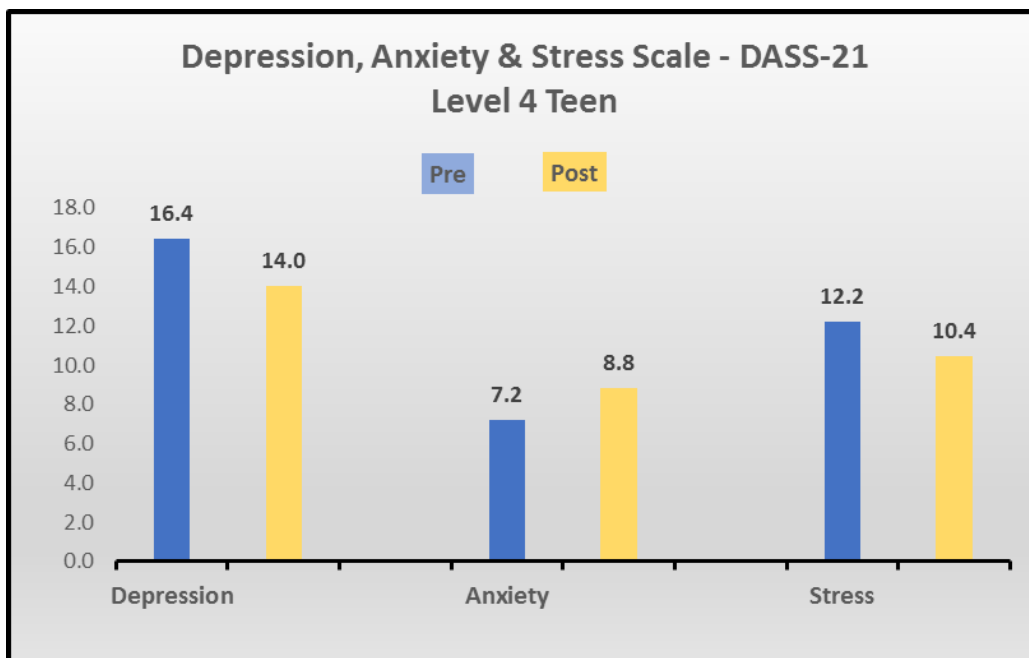
Depression Anxiety Stress Scale-21 (DASS21)

The *Depression Anxiety Stress Scale-21* (DASS21) is a self-report assessment completed before and after participation in Triple P Level 4 Standard Teen and Level 4 Group Teen. This 21-item assessment inventory is a short form of the DASS42 that measures symptoms of depression, anxiety and stress in adults.

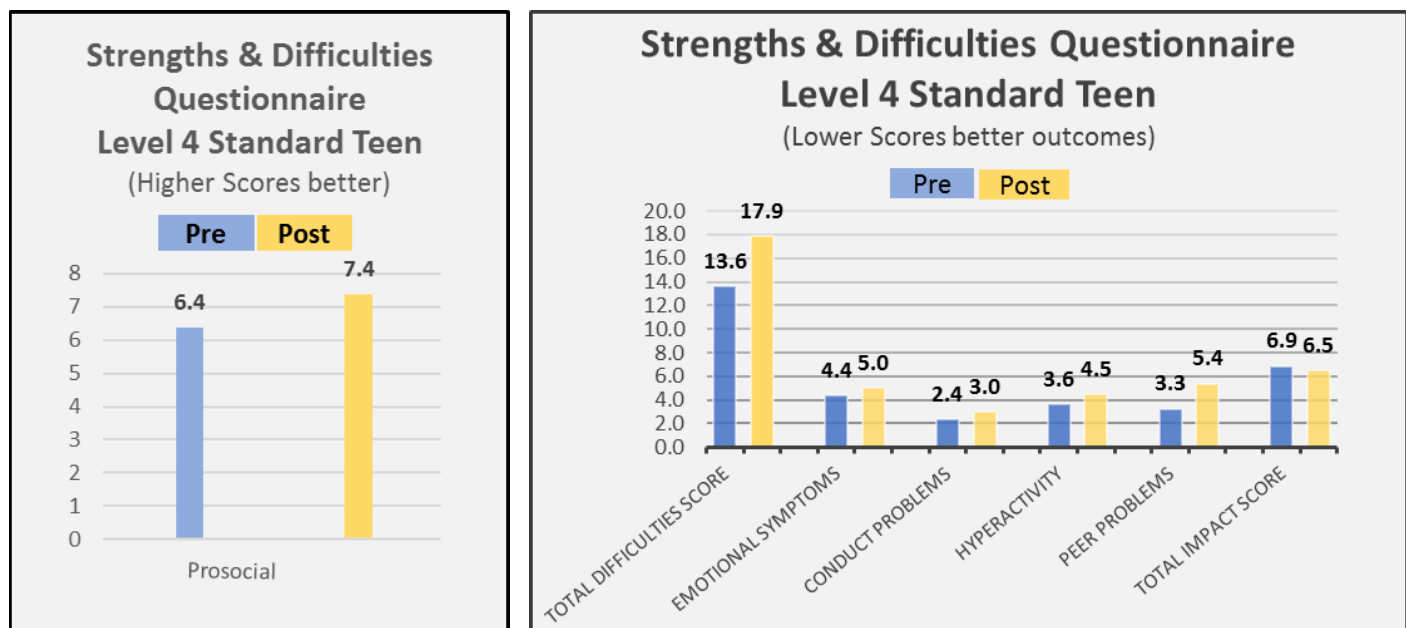
Each of the scale scores has a possible range of 0-42 (the raw DASS21 scale scores must be multiplied by two to be consistent with the DASS42 scale scores). Clinical cutpoints are 14 for Depression, 10 for Anxiety, and 17 for Stress. Scores at or above these cutpoints are considered to be clinically significant.

| | DASS - 21 Score | | |
|-------------|------------------|---------------|--------------|
| | | | |
| | Depression Score | Anxiety Score | Stress Score |
| Normal | 0-4 | 0-3 | 0-7 |
| Mild | 5-6 | 4-5 | 8-9 |
| Moderate | 7-10 | 6-7 | 10-12 |
| Severe | 11-13 | 8-9 | 13-16 |
| Extremely S | 14+ | 10+ | 17+ |

Overall there was slight improvement in two areas, with a 22% increase in Anxiety. There were nearly 10 caregivers completing at least part of both pre- and post surveys.



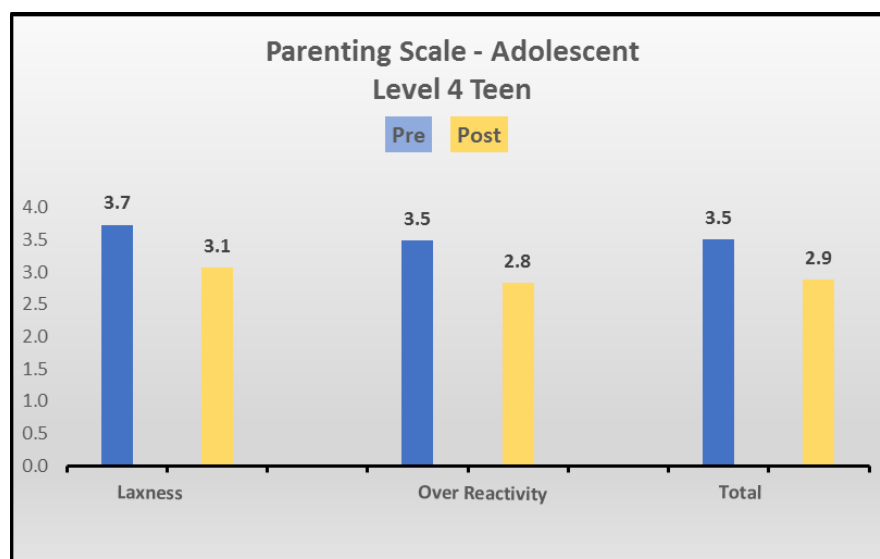
Nearly 10 caregivers completed both the pre and post SDQ surveys (see page 6 for guidelines in interpreting the SDQ). There has been a slight improvement in the Total Impact Score.



Parenting Scale – Adolescent Version

The *Parenting Scale-Adolescent Version* is a self-report assessment completed before and after participation in Triple P Level 4 Standard Teen and Level 4 Group Teen. This 13-item questionnaire is a shorter version of the Parenting Scale and assesses parenting and disciplinary styles, particularly those that are found to be related to the development and/or maintenance of disruptive behavior problems. It is completed by parents/caregivers of children ages 13 and higher.

This survey reports Laxness and Overreactivity. Clinical cutpoints have not yet been established. Possible scores range from 1-7, each representing an average item response. Lower scores are better. Almost 10 caregivers completed both the pre and the post surveys. There has been a slight improvement of approximately 18.5% overall.



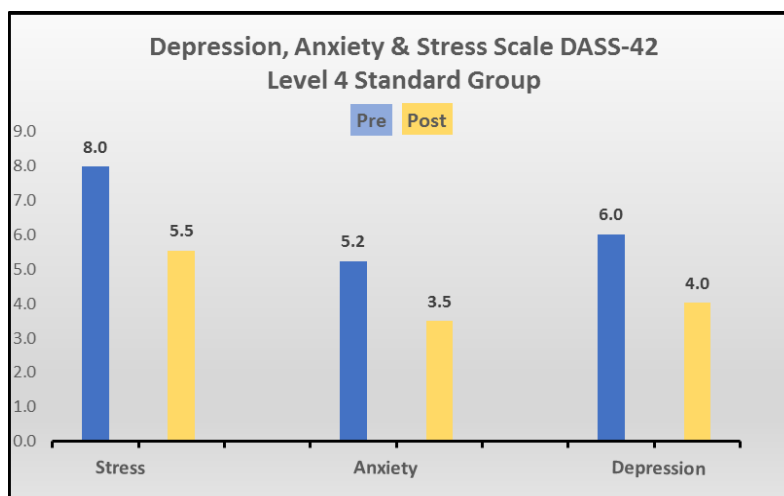
Level 4 Standard Group

This level is for parents/caregivers of children from birth to 12 years who are:

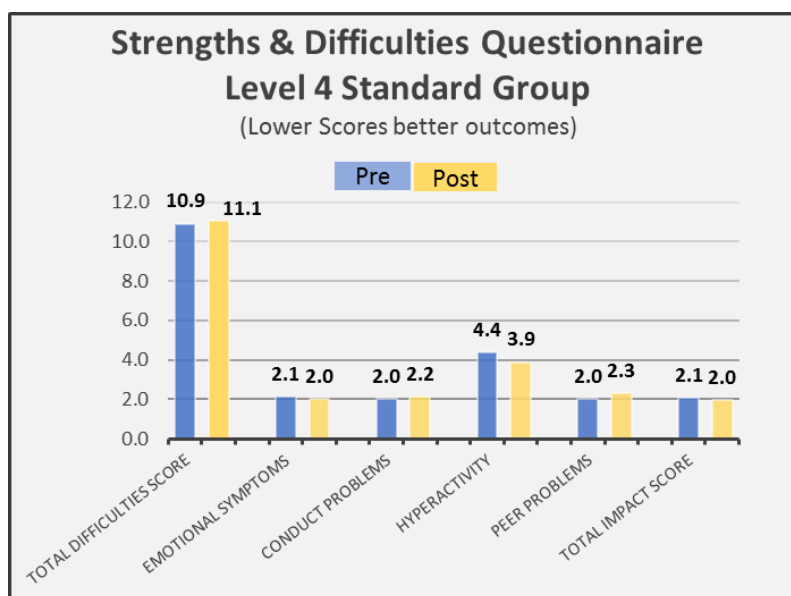
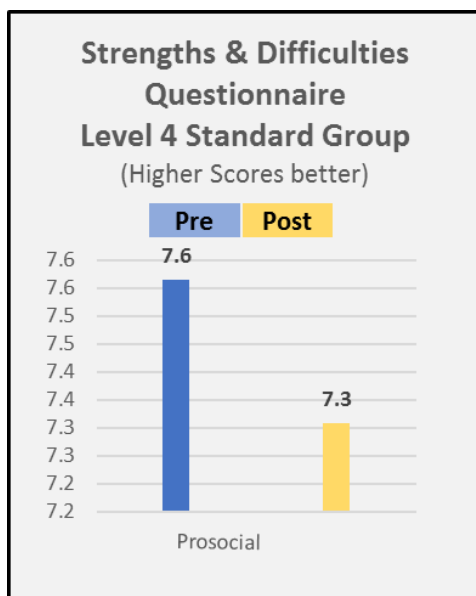
- Interested in promoting their child's development and potential OR
- May have concerns about their child's mild to moderate level of behavioral problems OR
- Simply wish to prevent behavior problems from developing

Group is a broad-based parenting intervention delivered over eight weeks which involves five (2-hour) group sessions of up to 12 parents. Parents actively participate in a range of exercises to learn about the causes of child behavior problems, setting specific goals, and using strategies to promote child development, manage misbehavior, and plan for high-risk situations. Then there are three (15 to 30 minute) individual telephone consultations to assist parents with independent problem solving while they are practicing the skills at home.

See p. 7 for guidelines in interpreting DASS42. Overall, nearly 90 caregivers completed pre and post surveys. There was an average of 33% decrease in all areas.

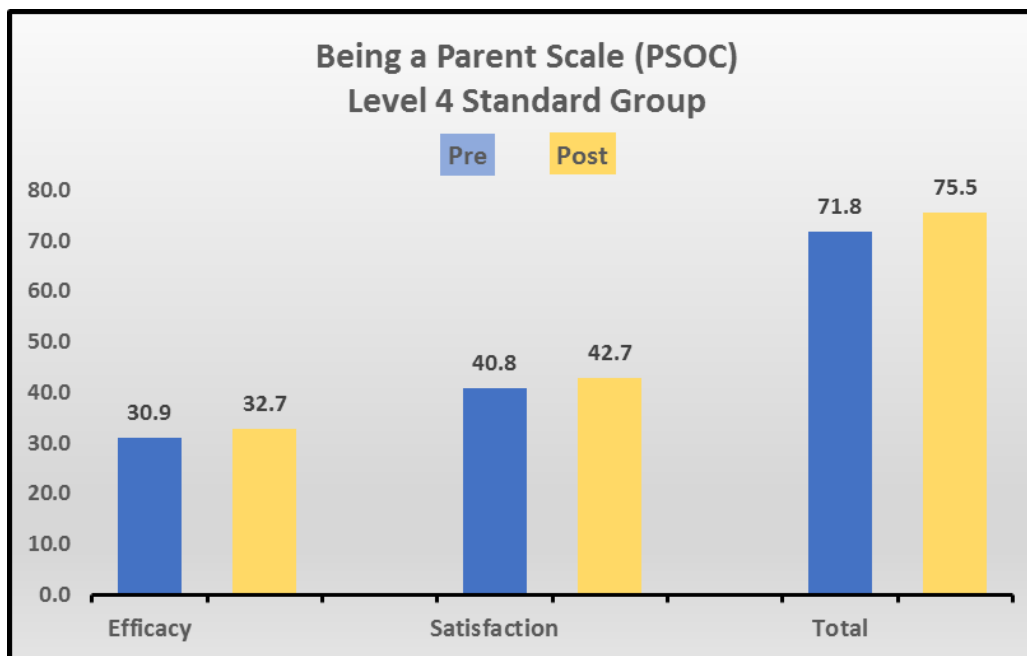


Nearly 80 caregivers completed both pre and post surveys for the SDQ (see page 6 for guidelines in interpreting the SDQ). Three areas showed improvement in symptoms.



Being a Parent Scale (PSOC)

With more than 80 caregivers completing both pre and post surveys, there has been a slight improvement of approximately 5% (see p. 6 for guidelines in interpreting this scale).



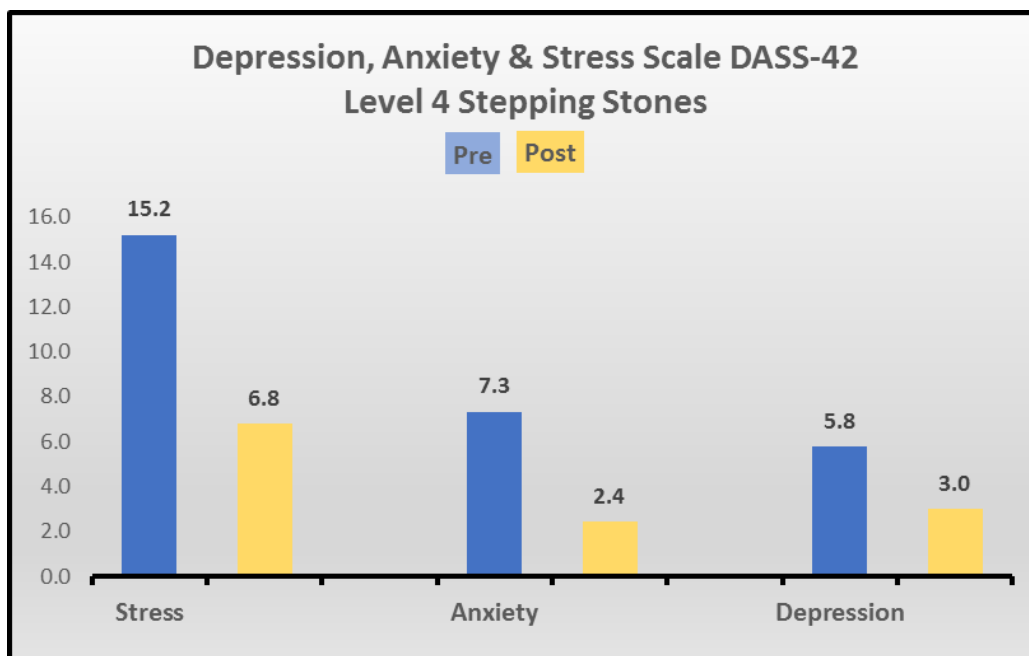
Level 4 Standard Stepping Stones

Stepping Stones Triple P is for parents of children who have a disability. It has been shown to work with children with intellectual and physical disabilities who also have disruptive behaviors. Stepping Stones gives support to help manage a child's behavior and prevent the kinds of problems that make family life stressful.

Stepping Stones is given over 8 to 10 individual sessions or as needed. Caregivers set their own goals and work out what changes they would like to see in their child's behavior. Caregivers learn the strategies they can use and adapt to suit their family's needs.

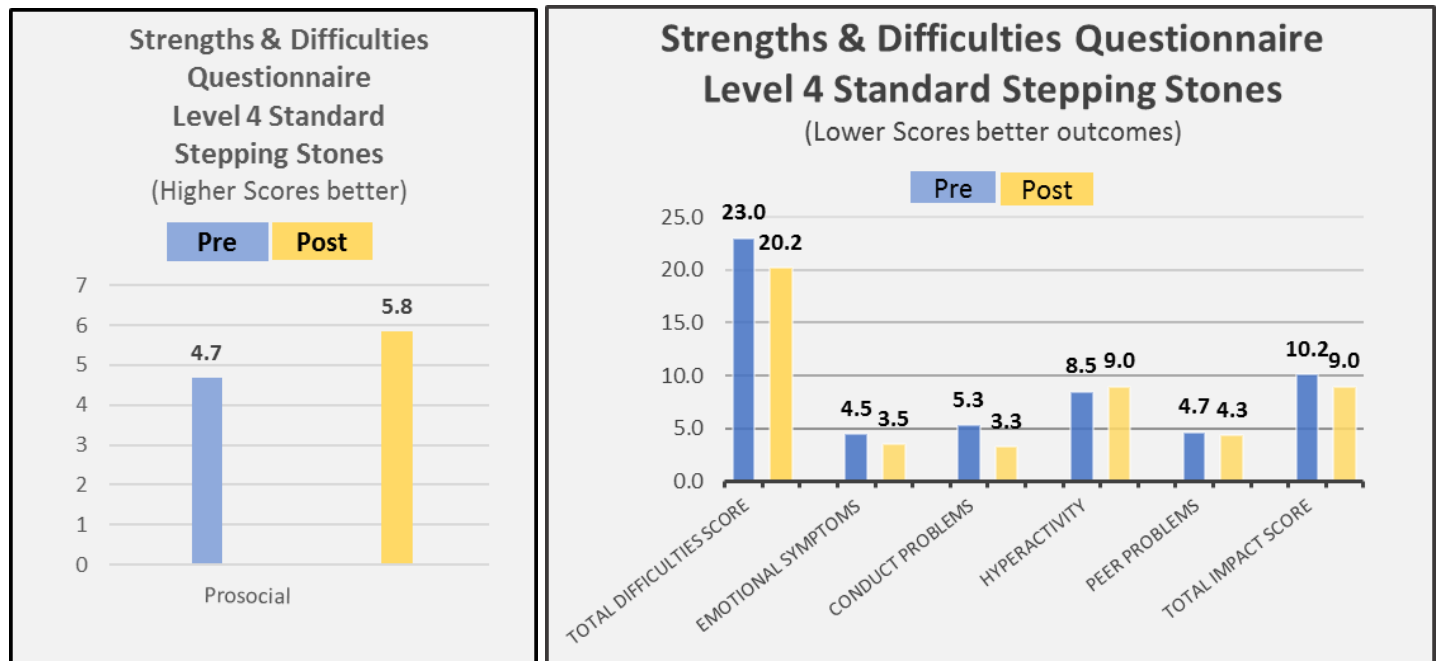
Depression Anxiety Stress Scale-42 (DASS42)

Nearly 10 caregivers completed pre and post surveys the results show a large improvement in all areas. The Anxiety score has improved by more than 66% (see p. 7 for guidelines on interpreting this scale).



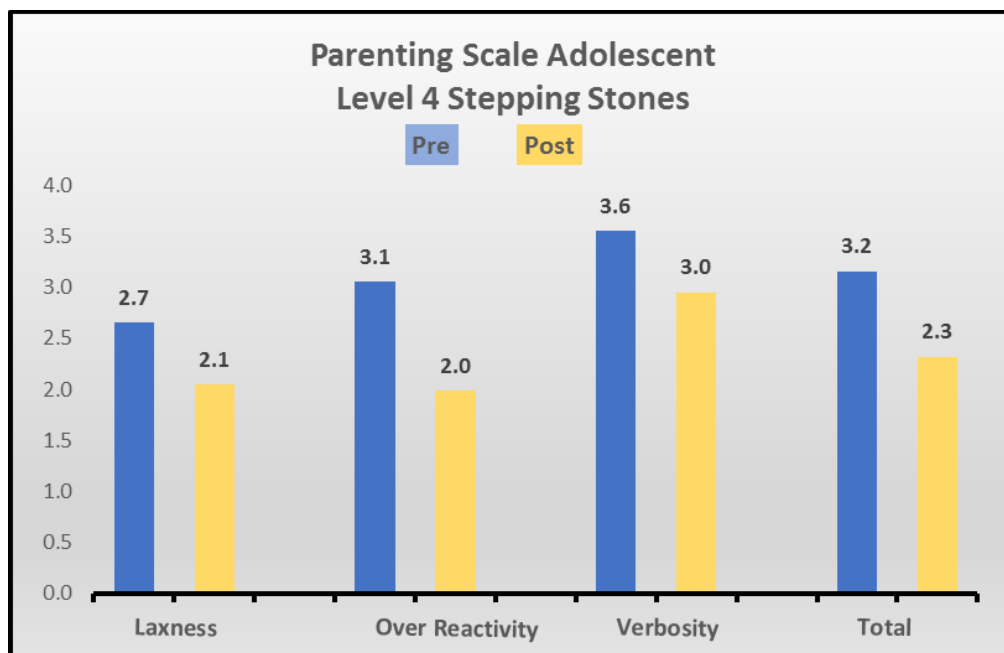
The Strengths and Difficulties Questionnaire (SDQ)

Nearly 10 caregivers that completed both pre and post surveys and most areas show an improvement. The Prosocial area has improved by 25% (see p. 6 for guidelines in interpreting the SDQ).



Parenting Scale – Adolescent Version

Nearly 10 caregivers completing both pre and post surveys there has been an improvement in all 3 areas (see p. 11 for guidelines on interpreting this scale).



Level 5 Enhanced/Pathways

This level provides intensive support for families with complex concerns. Parents must complete a Level 4 Standard or Group program before (or in conjunction with) a Level 5 course.

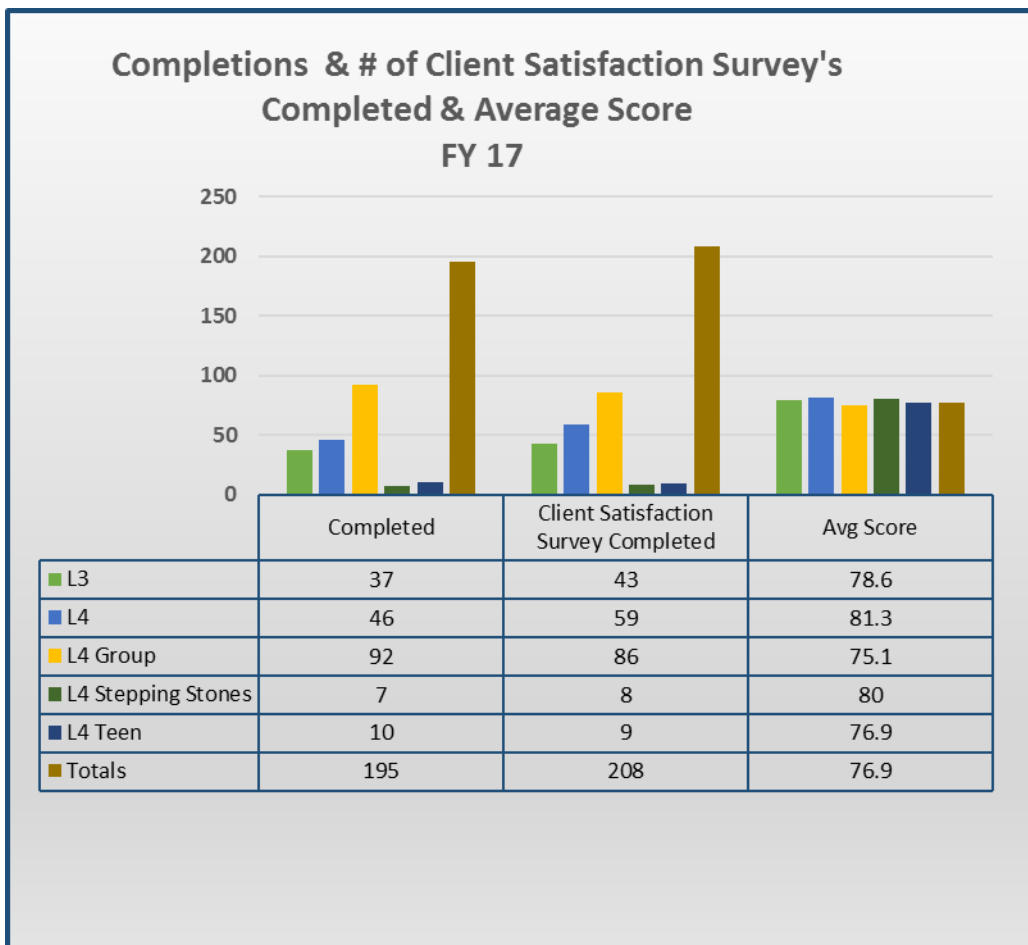
- **Enhanced Triple P** – This is for parents whose family situation is complicated by problems such as partner conflict, stress or mental health issues. Three modules target specific concerns. Parents can do one, two or three of the modules which work on partner relationships and communication, personal coping strategies for high stress situations and other positive parenting practice.
- **Pathways Triple P** – This is for parents at risk of child maltreatment. It covers anger management and other behavioral strategies to improve a parent's ability to cope with raising children.

As of March 26, 2018, there was only one caregiver for both Level 5 Enhanced and Level 5 Pathways.

Satisfaction Measure

Client Satisfaction Questionnaire (CSQ)

The *Client Satisfaction Questionnaire* (CSQ) measures consumer satisfaction after participation in all Triple P levels. It includes 13 items and scores range from 13-91. Higher scores are better. During 2017, 208 Client Satisfaction Surveys were completed with an average score of 76.9.



Summary of 2017 Triple P

All data entered into the Shasta County Scoring Application gives a snapshot in time.

A total of 3,722 caregivers have been entered into the Scoring Application since 2011. When a caregiver has completed a session, sometimes they want to either repeat that level or go on to another level. When this happens, it can result in duplicated numbers of caregivers.

Many more families have been introduced to Triple P, as several agencies provide Triple P in their counseling services. Shasta Head Start delivers Triple P to numerous families in Shasta County, but due to their structure, they are unable to enter data into the Shasta County Scoring Application.

Level 5 Transitions was recently introduced in Shasta County. Training was conducted in November 2017 and 13 practitioners were trained. This level will assist parents who need help with the transition from a two-parent to a single-parent family due to divorce.

Level 3 Discussions group series are also being given, which deal with commonly encountered problems such as disobedience, fighting and aggressions, and managing situations such as shopping with children and bedtime. These groups have four two-hour sessions. Due to the limitations of our Scoring Application, we are unable to enter this level's data.

A Level 5 Enhanced and Pathways training was conducted in December and was attended by 17 practitioners. This training will help to replace the practitioners that have left and are not providing Level 5 Enhanced or Pathways any longer. This level must be provided by a licensed clinician.

To learn more about local Triple P efforts, visit www.triplepshasta.com.

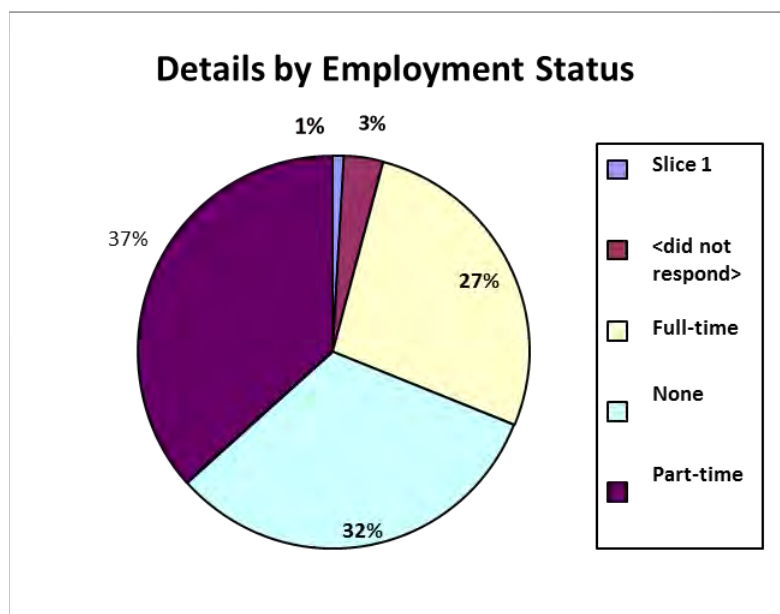
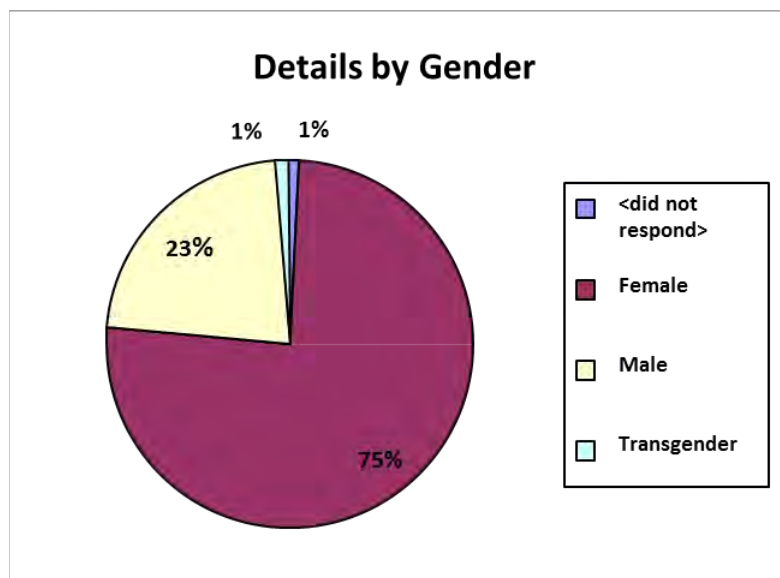
Stigma & Discrimination Reduction Brave Faces 2017

Brave Faces speakers did 44 presentations and events during 2017. Approximately 1,369 persons attended these events. In July and October, Becoming Brave trainings were held for 18 new Brave Faces speakers.

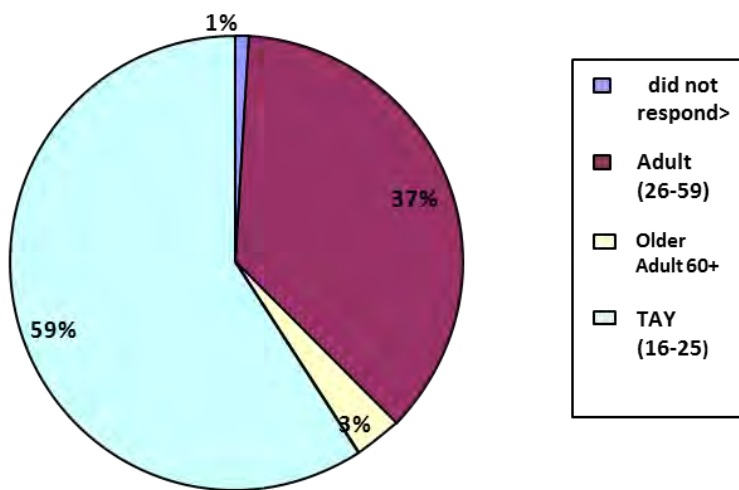
Additional events for the general public in 2017 included:

- **January:** Healing Through Performance, a free stigma and discrimination workshop
- **February:** Hope is Alive! 9 Open Mic Night; Brave Faces at Shasta College
- **March:** Managing Medications: A Stand Against Stigma Forum
- **May:** Minds Matter Mental Health Fair and Music Festival; Hope is Alive! 10 Open Mic Night
- **September:** Hope is Alive! 11 Open Mic Night; Recovery Happens festival
- **October:** Hope is Alive! 12 Open Mic Night
- **December:** Facing ACEs – a Stand Against Stigma forum on adverse childhood experiences

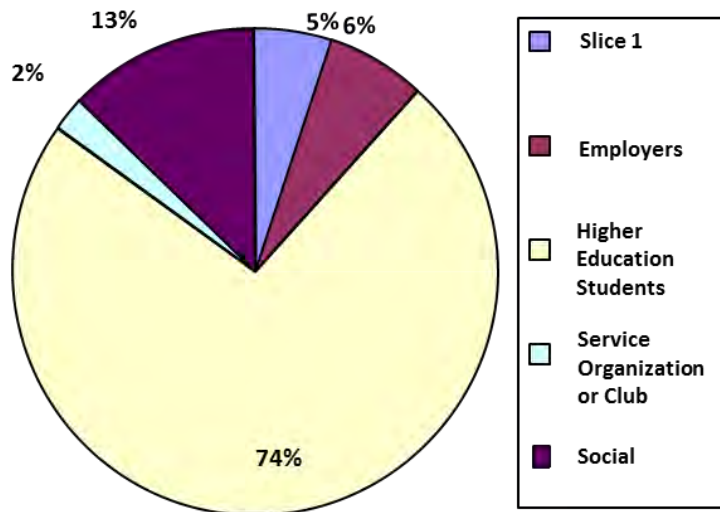
These charts represent the number of evaluations that were received for events during 2017.



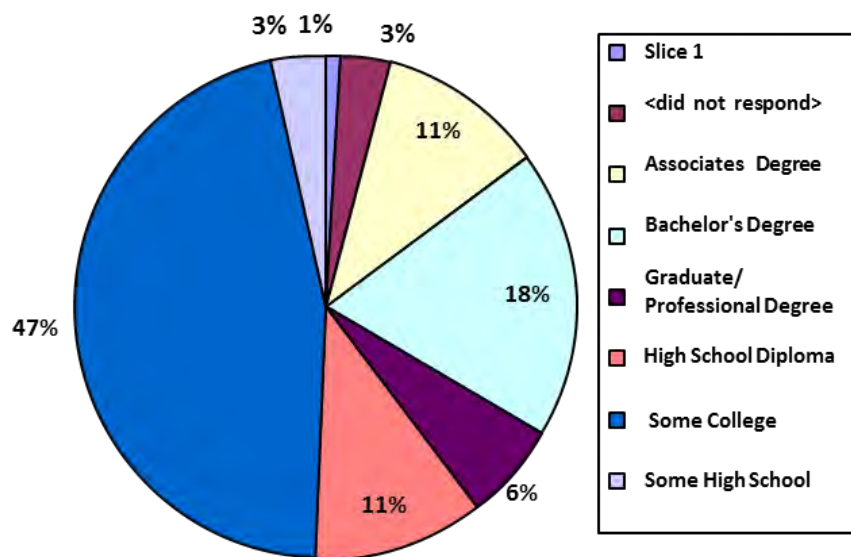
Details by MHSA Age Group



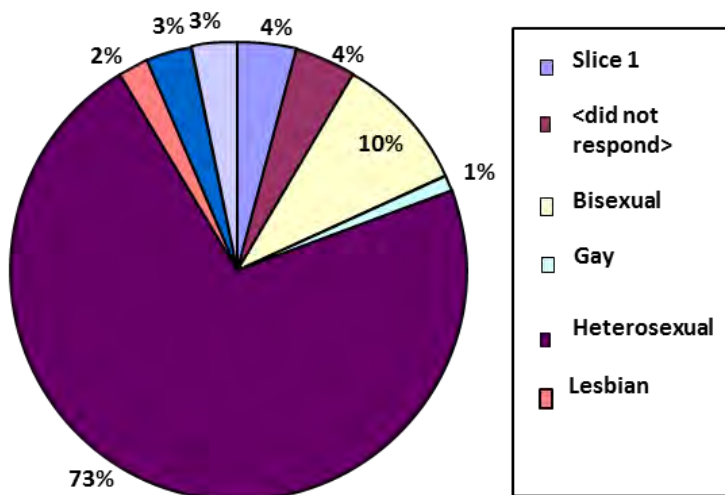
Details by Category




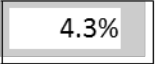
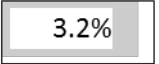
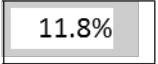
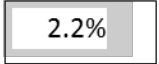
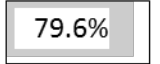
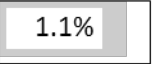
Details by Education Level



Details by Sexual Orientation



Details by Race/Ethnicity

| American Native/ Alaskan Native | Asian | Black or African American | Latino | Native Hawaiian/ Pacific Islander | White | Other | Total (n) |
|---|---|---|---|---|--|---|-----------|
| 1 | 4 | 3 | 11 | 2 | 74 | 1 | 93 |
|  |  |  |  |  |  |  | |
| <p>NOTE - Because individuals can select more than one race/ethnicity, the percentages may add up to more than 100%; and, because some individuals choose not to report their race/ethnicity, the percentages may add up to less than</p> | | | | | | | |

Appendix L

Suicide Prevention Annual Report

January 2017 – December 2017

Suicide Prevention is one Shasta County programs under MHSA Prevention and Early Intervention. Activities must meet five fundamental concepts of the MHSA: cultural competence; wellness, recovery, resilience; community collaboration; client- and family-driven mental health system; and integrated service experience. A HHSa Suicide Prevention website is used to promote these ideas and keep the community up to date on any meetings, trainings or events scheduled.

Suicide Prevention has a new prevention campaign started in 2017 that is directed towards men due to the societal pressures that they feel has created barriers to suppress their emotions, and not to show weaknesses. Captain Awesome demystifies mental health and depression while giving men the tools to maintain their mental and emotional health.

Another educational program for students grades 8-12 called "More than Sad" has created a subcommittee to establish and implement this program in local schools. More than Sad is a Best Practice program that teaches teens to recognize the signs of depression in themselves and others, challenges the stigma surrounding depression, and demystifies the treatment process.

There are several workgroups that meet quarterly with the goal of educating media to the importance of appropriate and responsible reporting of suicide. This is also achieved with the help of the Stigma and Discrimination Reduction program, and aided by peer support groups that have also established a Facebook site that has over 564 likes.

The suicide prevention liaison continues to work with the Stigma and Discrimination Reduction program when appropriate due to the areas that affect both programs. Health Fairs are some events that have assisted with the awareness of Suicide Prevention.

QPR trainings are one of the major areas of the Suicide Prevention program. QPR stands for Question Persuade Refer which is a practice that seeks to provide individuals with an awareness of the warning signs of suicide.

QUESTION

Question the person about suicide. Ask if they've had any thoughts about it, feelings, or even plans? Do not be afraid to ask!

PERSUADE

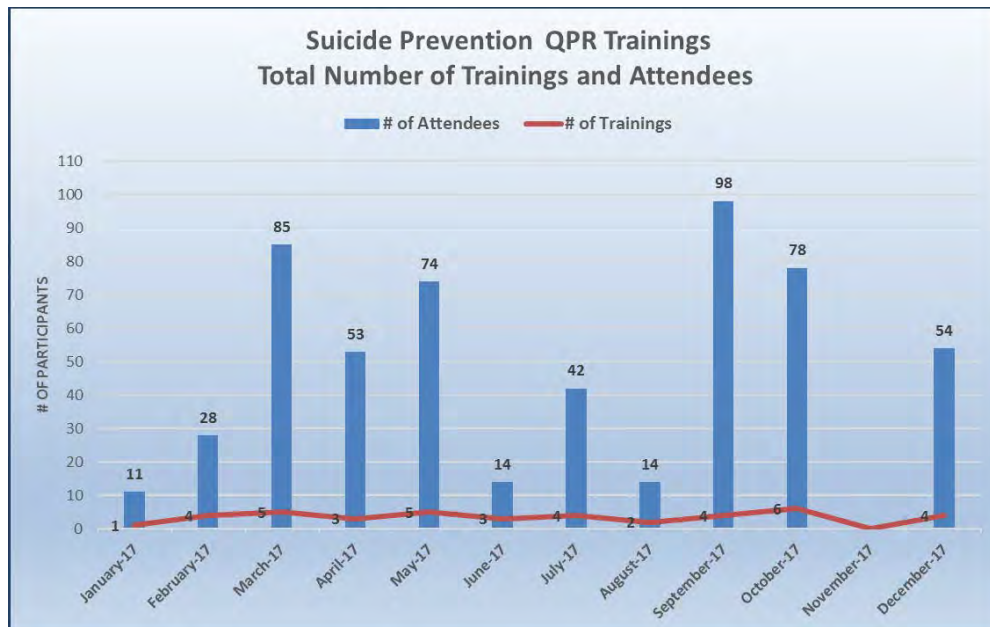
Persuade the person to get help. Remember to listen carefully and then say, "Let me help" or "Come with me to find help!"

REFER

Refer for help. If it is a child or adolescent, contact any adult, parents, minister, teacher, coach, or a counselor (1-800-866-HOPE)

It is a protocol that provides the individual with the tools to respond to an individual in suicide crisis. These trainings are given to groups or organizations in the county on request and ones that are scheduled on a regular basis.

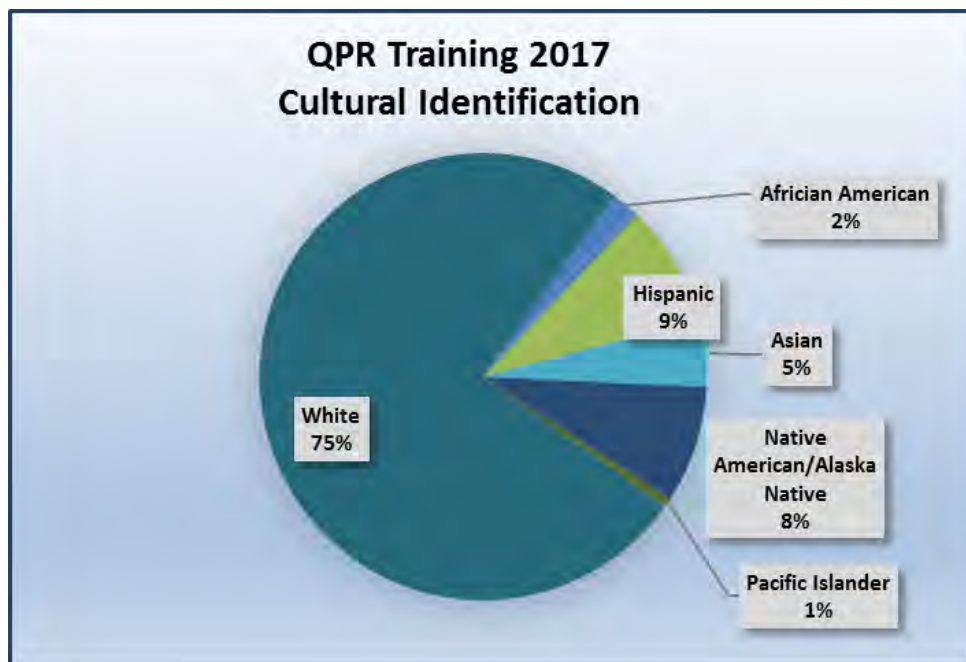
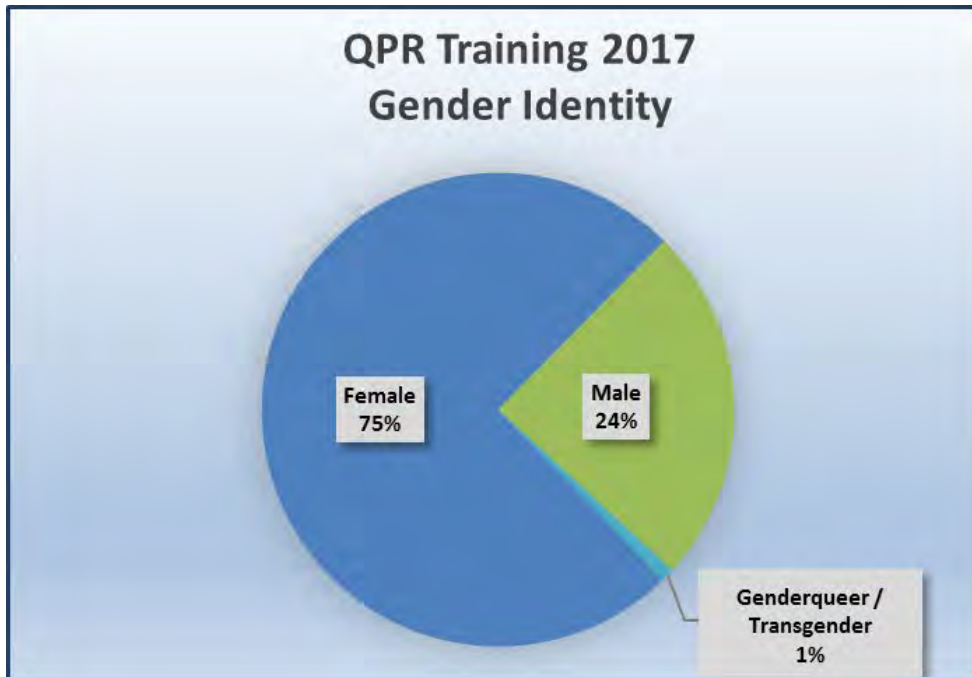
In 2017, there were approximately 41 QPR trainings with 551 attendees.



Of these, 5 of the trainings were for HHSA with 71 staff members attending.

Demographics

All demographics are displayed as a percentage of those who choose to respond. In order to protect participant confidentiality, the actual numbers for each category are not displayed, as some may be very small numbers (less than 10).



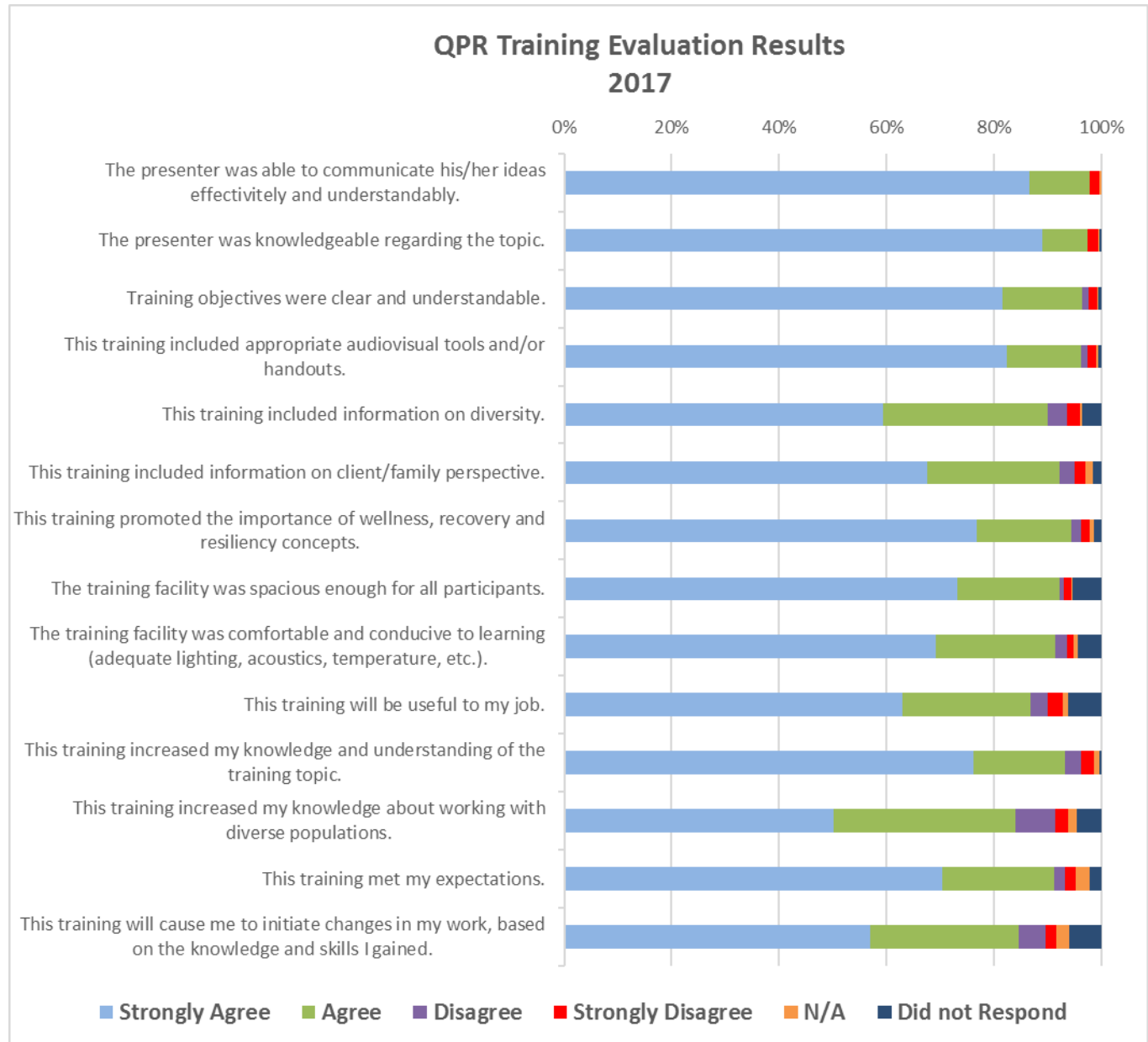


What best describes the organization you represent at this training?



At all the Question Persuade Refer (QPR) Suicide Prevention trainings attendees are given a Post Training Questionnaire. This questionnaire is used to give feedback to the trainer as a way of evaluating the training. This also gives an idea of what might be missing or trainings that might be valuable.

The 3 objectives that are on the Post Training Questionnaire for the QPR trainings are: 1) Recognize warning signs of suicide. 2) Learn how to ask someone if they are contemplating suicide. 3) Know resources for accessing help.



Due to the large volume of free text responses, answers for the following questions have been grouped, and only those comments with 2 or more people providing that response have been listed.

What barriers (if any) do you think would impact your ability to implement ideas presented in this training?

| Barriers |
|--|
| No barriers. 74 |
| The barrier of time. 9 |
| My own comfort 7 |
| Having the correct relationship to implement this 6 |
| Feeling like you can't help. 4 |
| Personal beliefs 4 |
| A huge barrier is the lack of referrals and coordination of services. 3 |
| Being unsure of myself and my ability to say the wrong thing. 3 |
| Mental illness other than depression (in addition to depression). 3 |
| Access to reliable, safe services 3 |

What were the strengths of this training?

| Strengths |
|---|
| Excellent speaker and personable 88 |
| Amy was very thorough and knowledgeable on the subject. 30 |
| Good, informative, and attention-keeping lecture and slides. You were very personal and that helps me relate to the discussion. 19 |
| Myths and facts were very educational. 8 |
| What to say, when to say it, and that you should say something. 8 |
| Good useable information 6 |
| very interesting and easy to understand and learn. 6 |
| Resources, phone, web, etc. 5 |
| Stats and resources and very helpful! 5 |
| Real experience 4 |

What suggestions or areas of improvement do you think would make this or future trainings more effective?

| Suggestions |
|---|
| None 51 |
| I think you did a fantastic job! 27 |
| Implement more class involvement and brainstorming. 9 |
| A video instead of just PowerPoint. 8 |
| More interactive 4 |
| More time to go over same amount of material 4 |
| More early prevention, school age, more mental health, everyone needs therapy. 3 |
| More information on diversity. 3 |
| Maybe a practice dialogue? 2 |
| Maybe a quick break at one hour. 2 |

What additional trainings would you like to see?

| Additional trainings |
|--|
| No 35 |
| More training like this in the schools children and community. 10 |
| Don't know 10 |
| ACE 8 |
| more role playing 6 |
| Resources for drug addiction and homelessness. 6 |
| More mental health 4 |
| Building supportive community/communities 3 |
| Training for healthcare providers, workers. 3 |
| What to do after a crisis 3 |

Is there another format you would have liked to receive this training in? Why?

| Format |
|--|
| No 86 |
| No, it was a perfectly fine format. 20 |
| Video because it helps people to connect. 5 |
| Online webinar to be able to review it later. 5 |

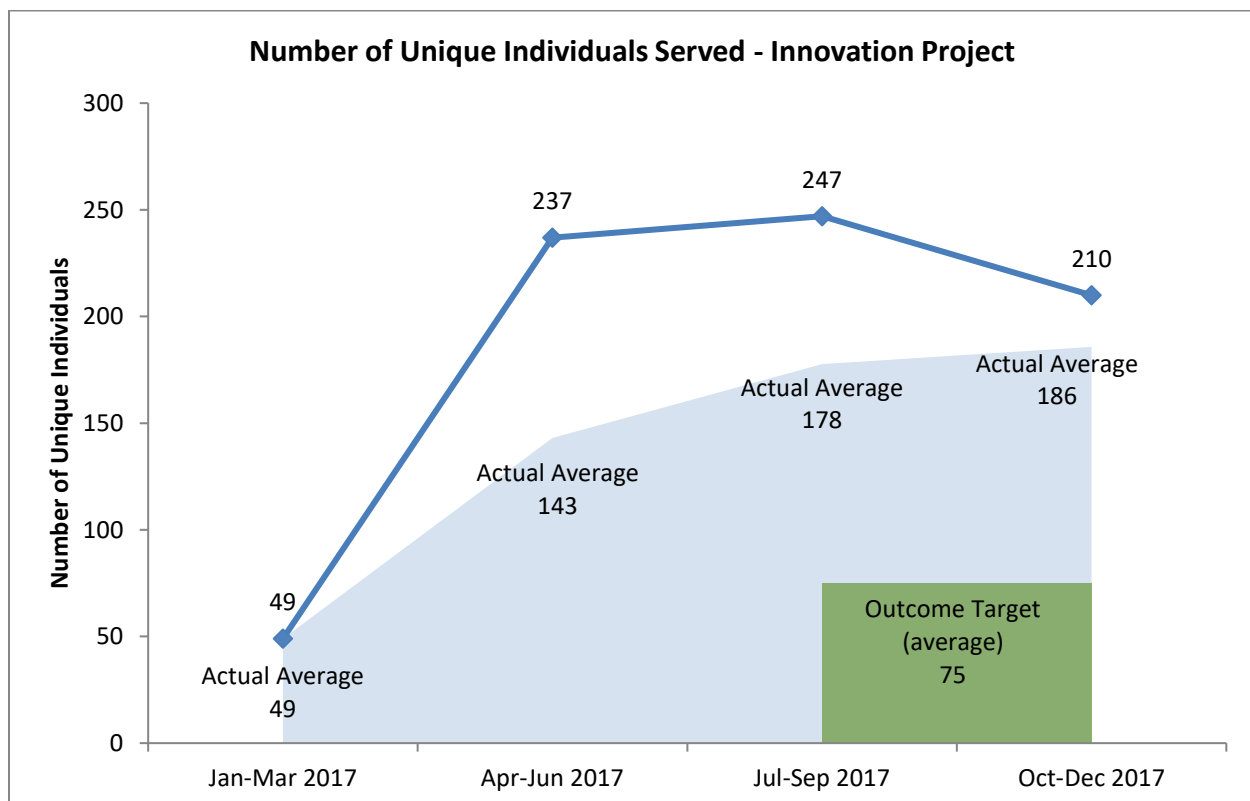
Do you have any other comments or suggestions?

| Comments |
|--|
| Amazing presentation, it was a pleasure to see your heart for our community. 90 |
| No 55 |
| This was for personal knowledge for me. 3 |
| Keep giving hope to the community. 2 |
| This training would be great in surrounding high schools. There is a lot of suicidal ideation and self-injurious behaviors occurring. 2 |
| Play out situations. Visually experience incident. 2 |

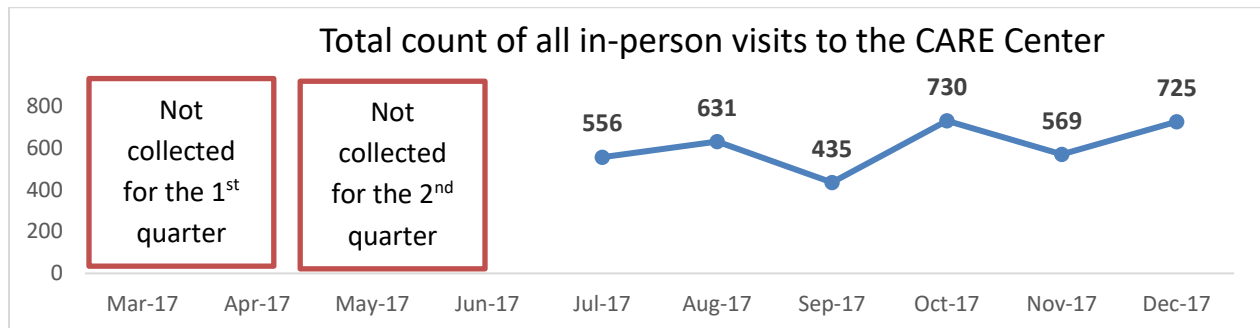
CARE Center Activity Report – Innovation Project January 2017 through December 2017

To determine if providing access to mental health services after traditional office hours will improve access to services, reduce mental health crisis (including trips to the hospital emergency departments) and bridge service gaps, the Shasta County Health and Human Services Agency has contracted with Hill County Health and Wellness Center to provide new and expanded mental health services at the Counseling and Recovery Engagement (CARE) Center. Funding is provided through the Mental Health Services Act (MHSA) for the Innovation Project portion of this center. The CARE Center contract was approved as of January 2017, and they officially opened for business on March 12, 2017. For this report, data was gathered using the CARE Center Quarterly Progress Reports for January 2017 through December 2017. Please note that due to the CARE Center not actually opening for business until early March 2017, the first quarter reflects less than one month of data. Additionally, there are several measures where their data systems and/or electronic health record were in process, or where methodology changed, so they could not be tracked. As of the Oct-Dec 2017 quarter, all measures are now tracked and reported on, although further refinement of the data collection is still underway for some measures.

The outcome target numbers are for the CARE Center to serve an average of 75 unique individuals per quarter by the end of year one (12/31/17), 113 per quarter by the end of year two (12/31/18), and 128 per quarter by the middle of year three (6/30/19).



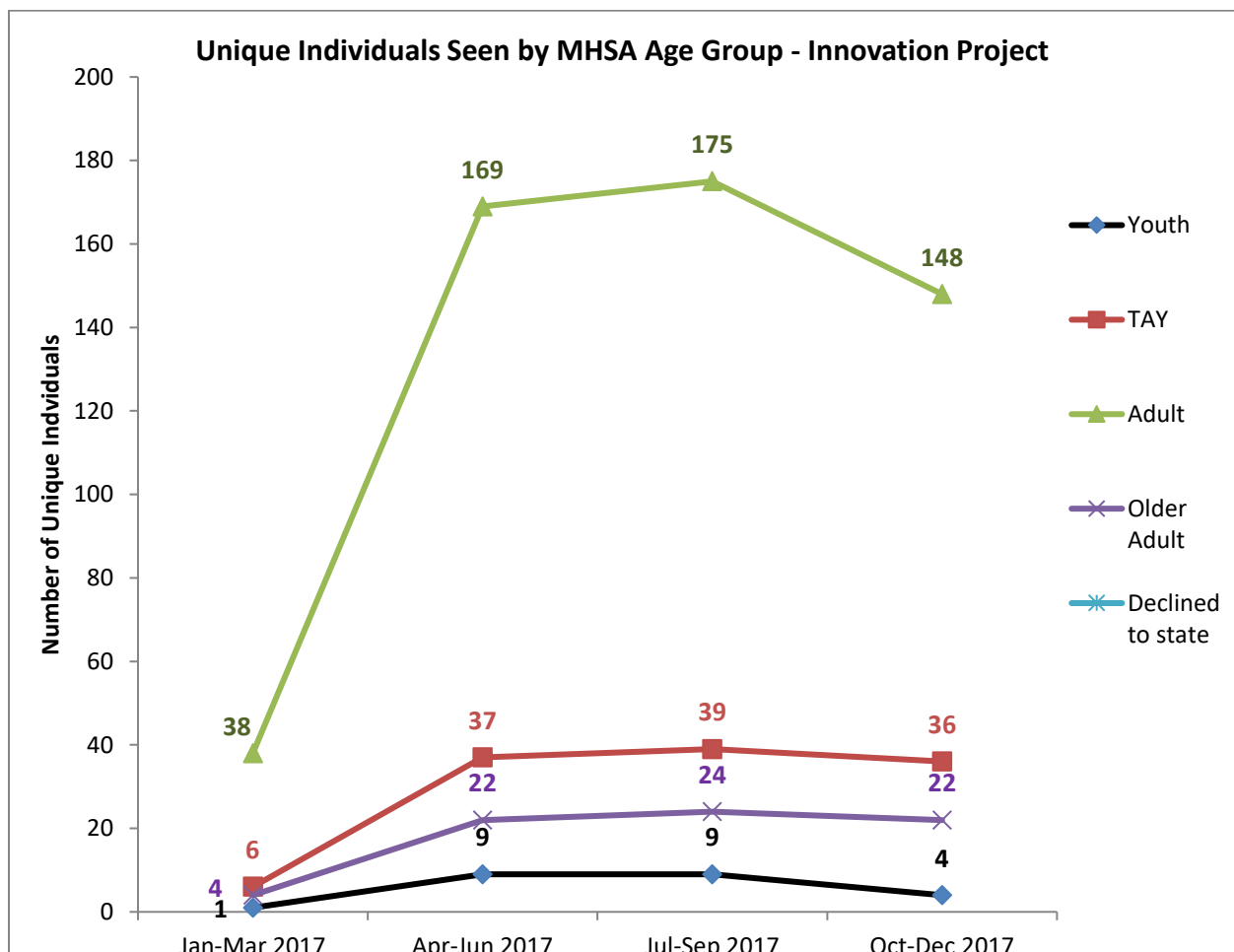
Due to much higher utilization of the Care Center than anticipated, the number of in-person visits per month are being tracked as of July 2017. Please note these do not include phone calls, and that most clients visit more than once - this is not an unduplicated person count.



All demographics questions are optional, so each includes the category “Declined to State”.

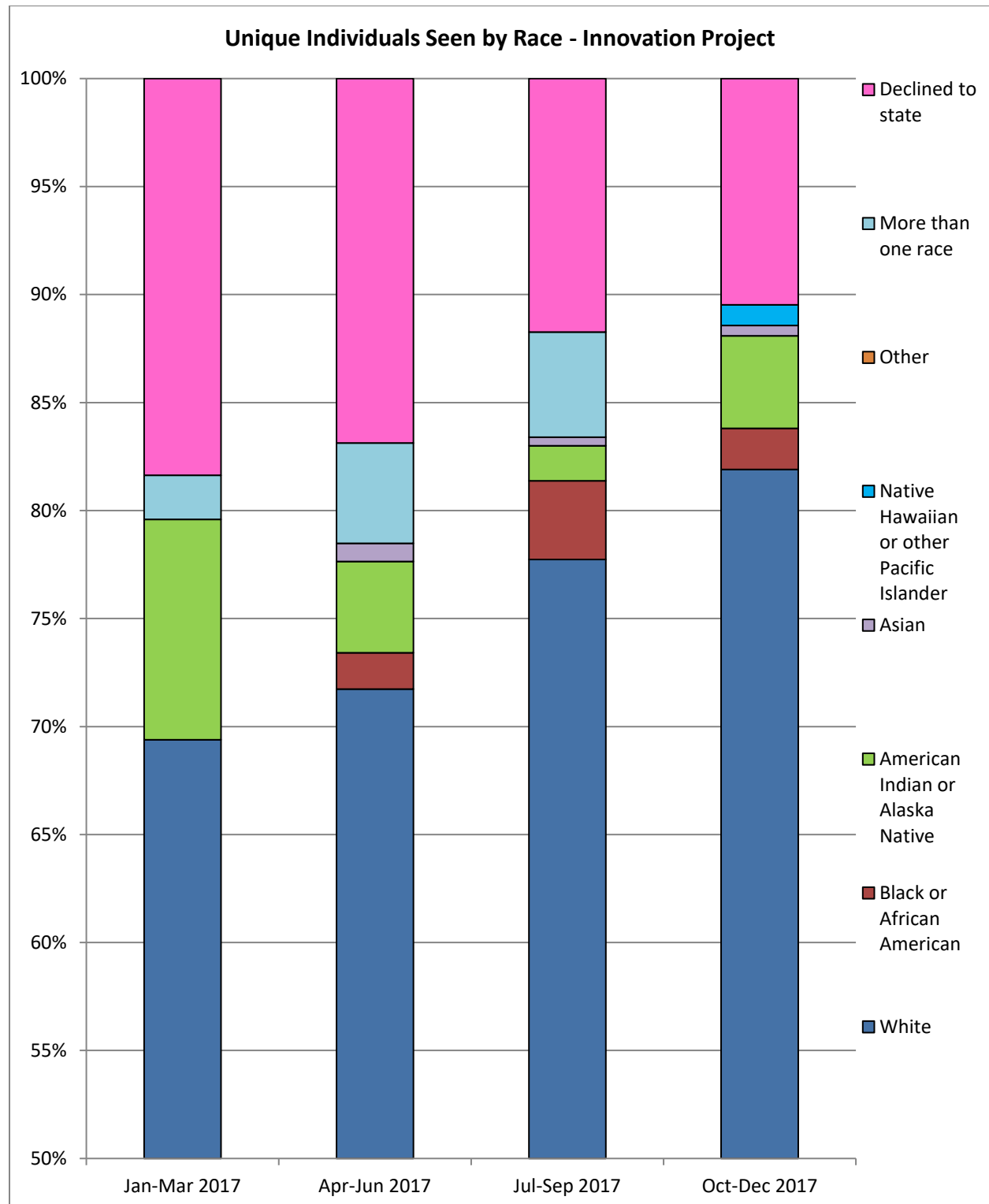
AGE

The MHSA uses four age categories: Youth – ages 0-15, Transition Age Youth – ages 16-25, Adult – ages 26-59, and Older Adult – ages 60 and up.



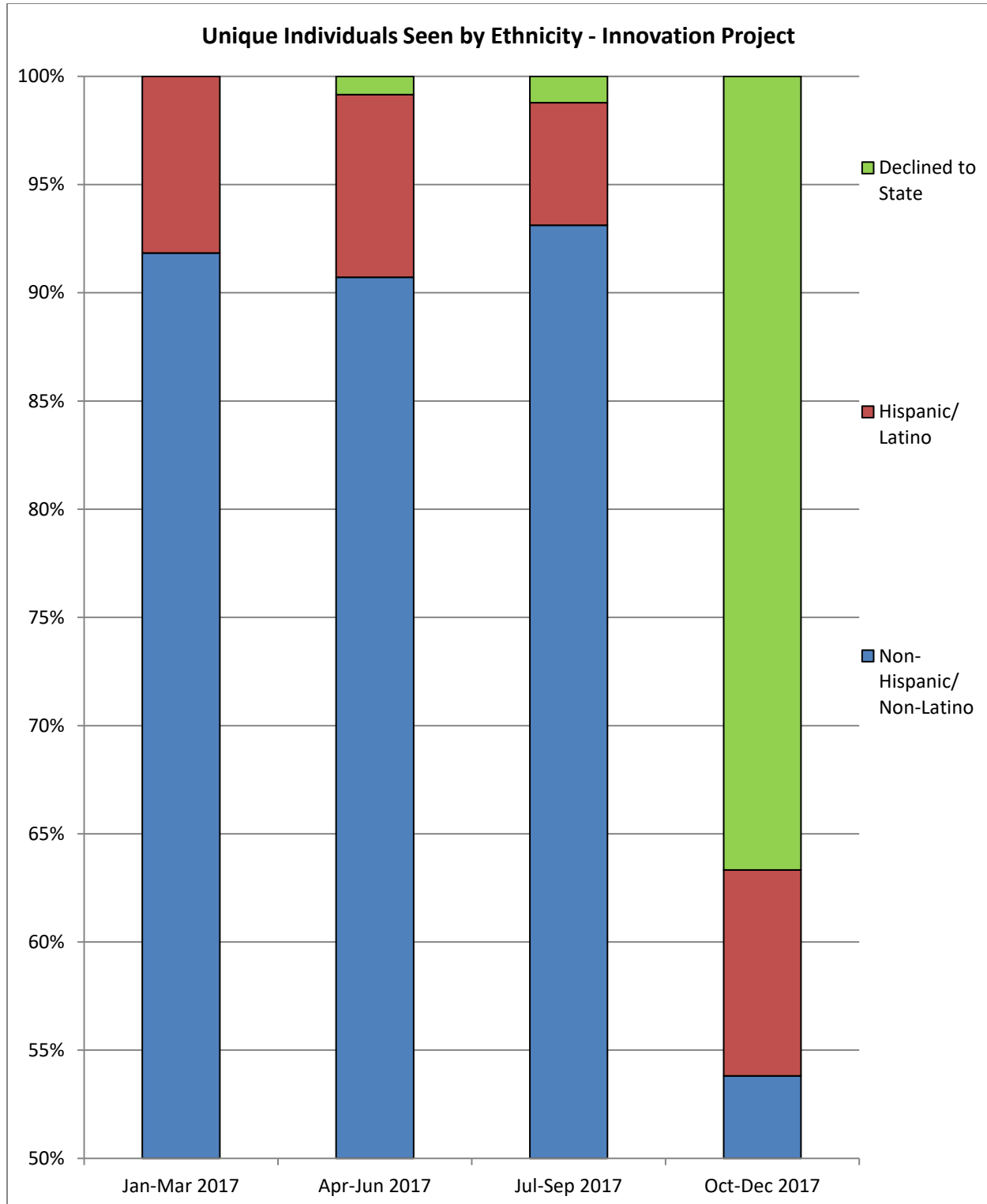
RACE

Because of the low gross numbers for some of these races, actual counts are not reported to help protect consumer confidentiality.



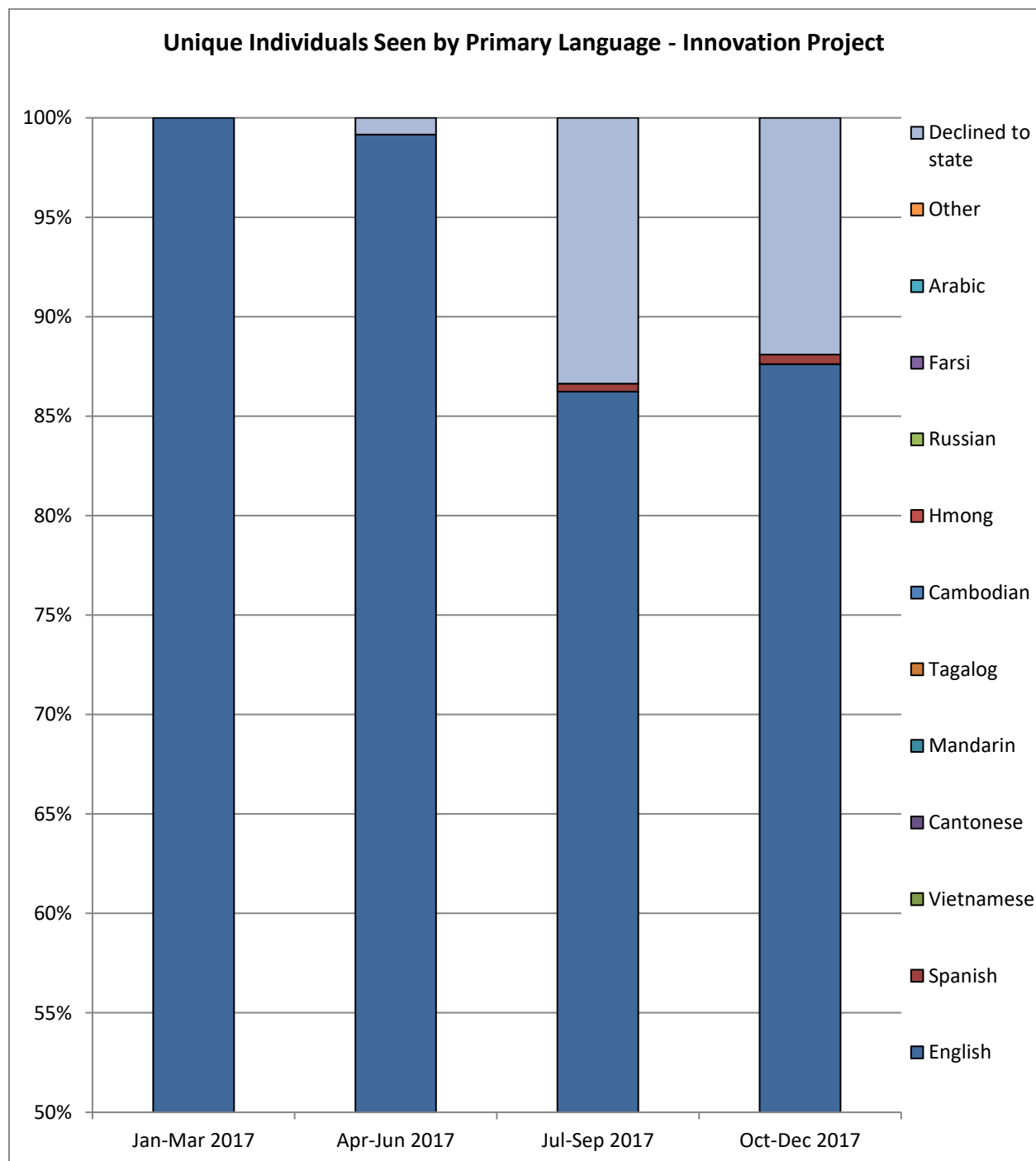
ETHNICITY

Because of the low gross numbers for some of these ethnicities, actual counts are not reported to help protect consumer confidentiality.

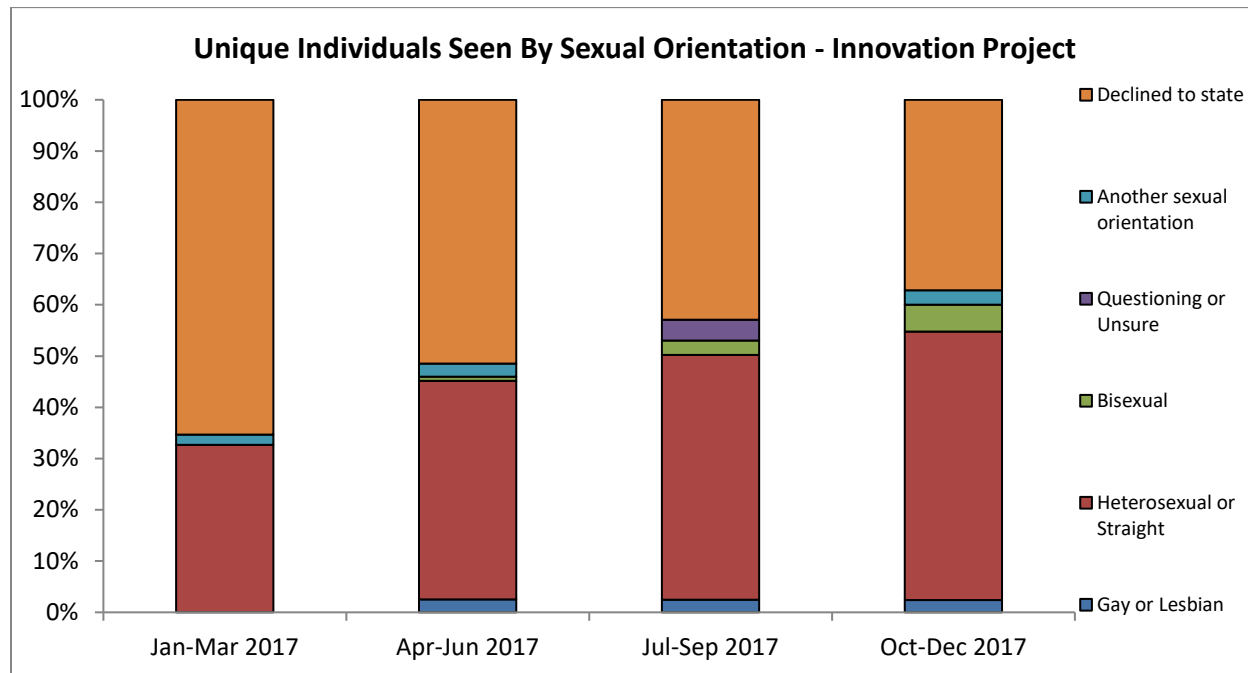


PRIMARY LANGUAGE

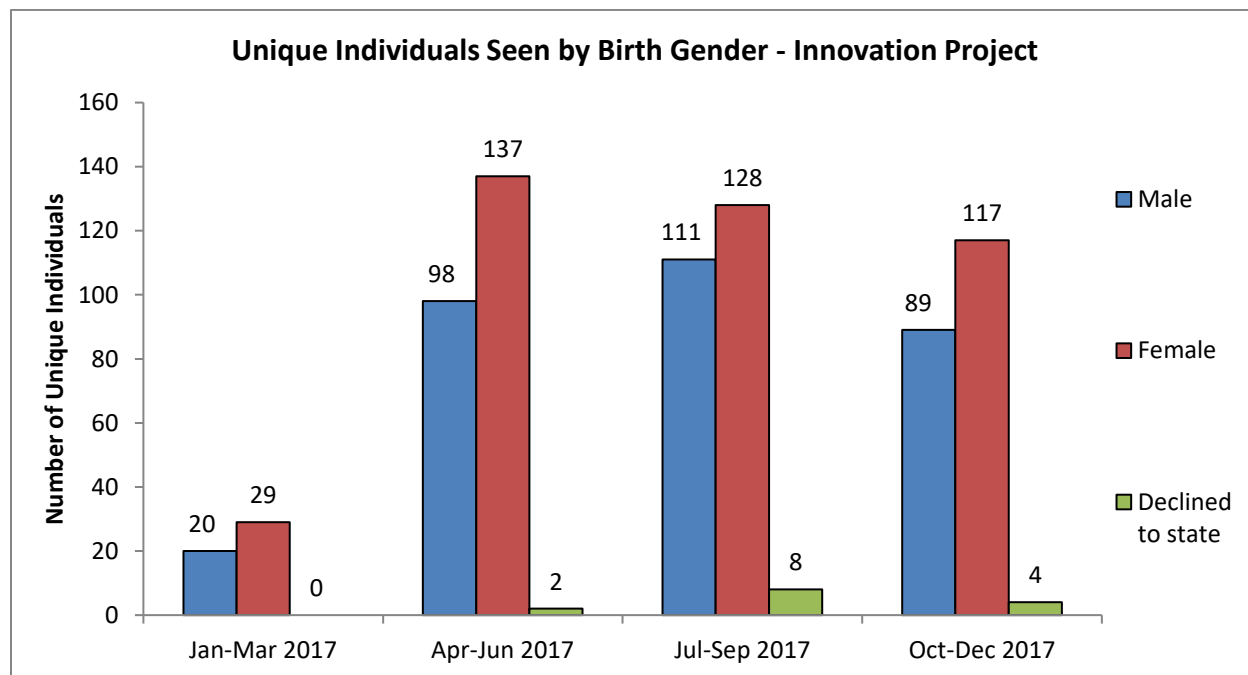
The primary language of consumers served by the CARE Center is English for nearly 100% of the people. Because of the low gross numbers for some reported languages, actual counts are not reported to help protect consumer confidentiality.



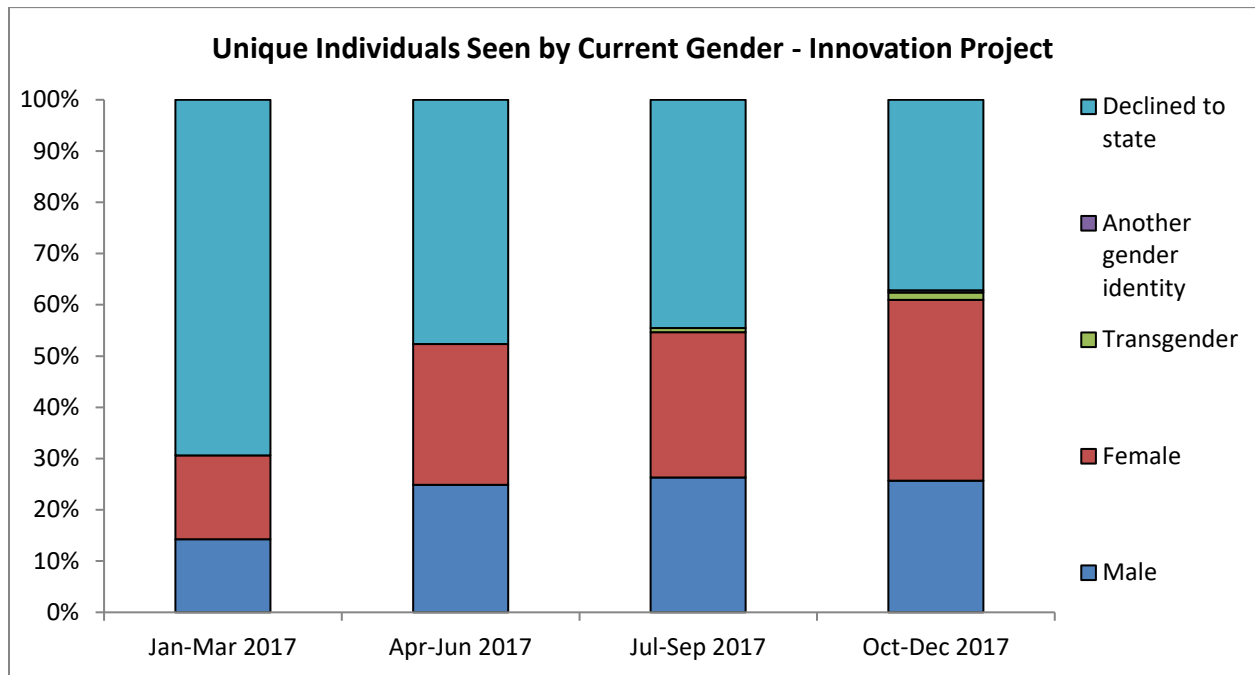
SEXUAL ORIENTATION



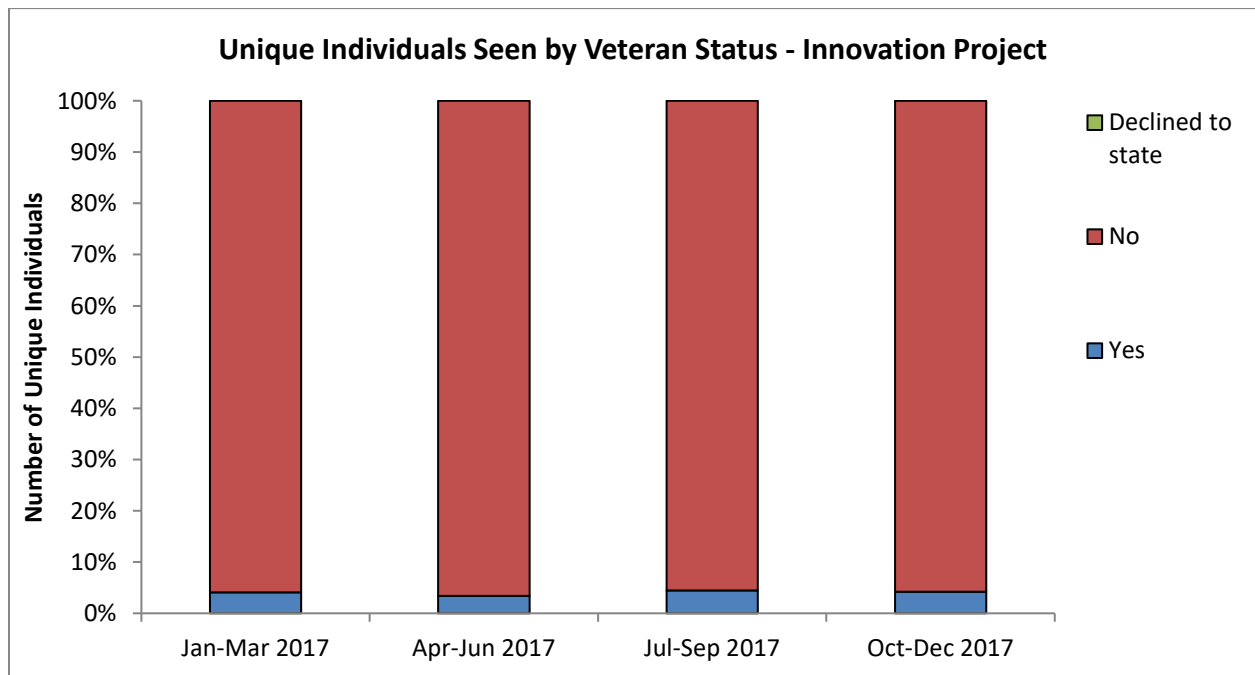
BIRTH GENDER



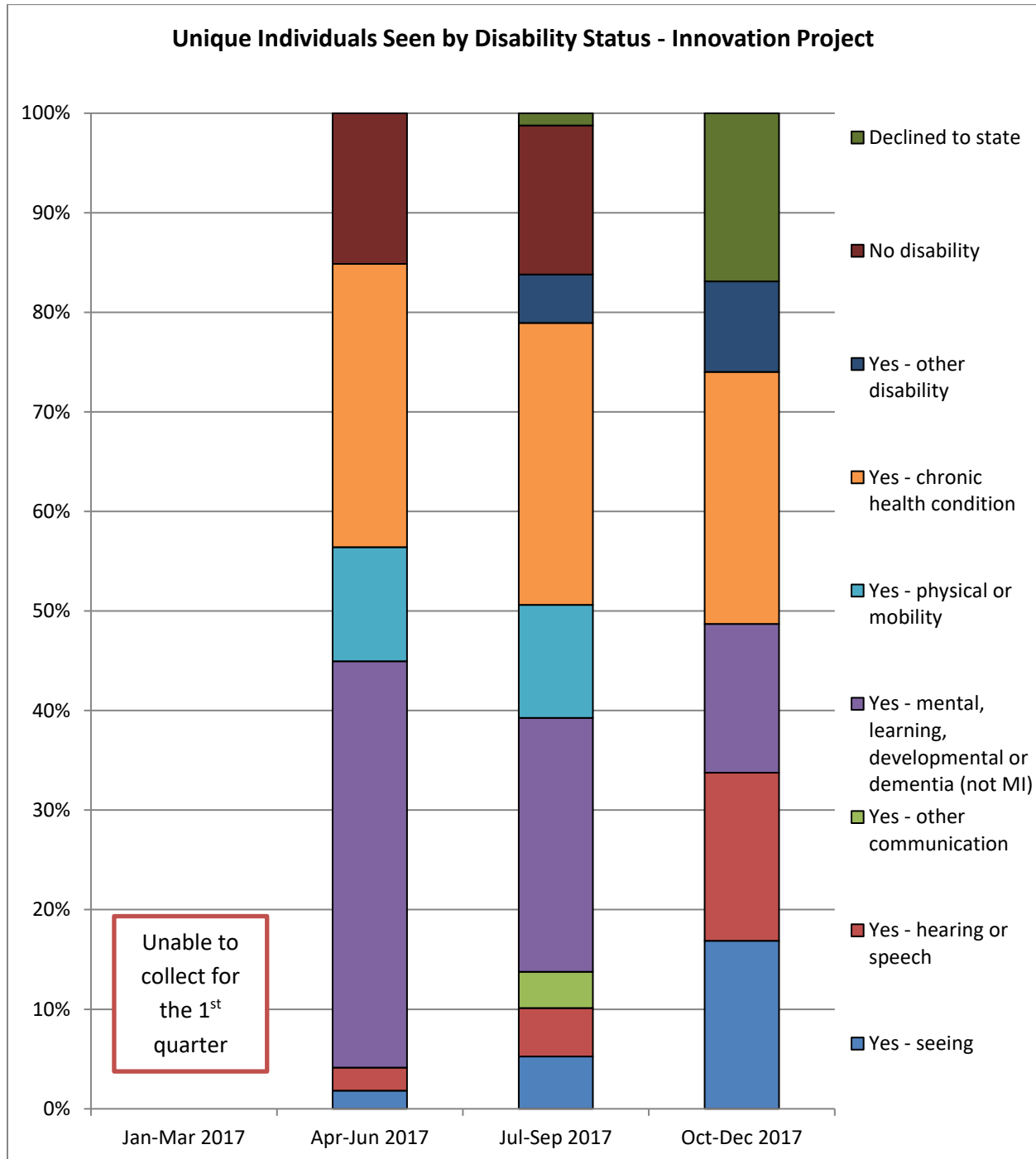
CURRENT GENDER



VETERAN STATUS



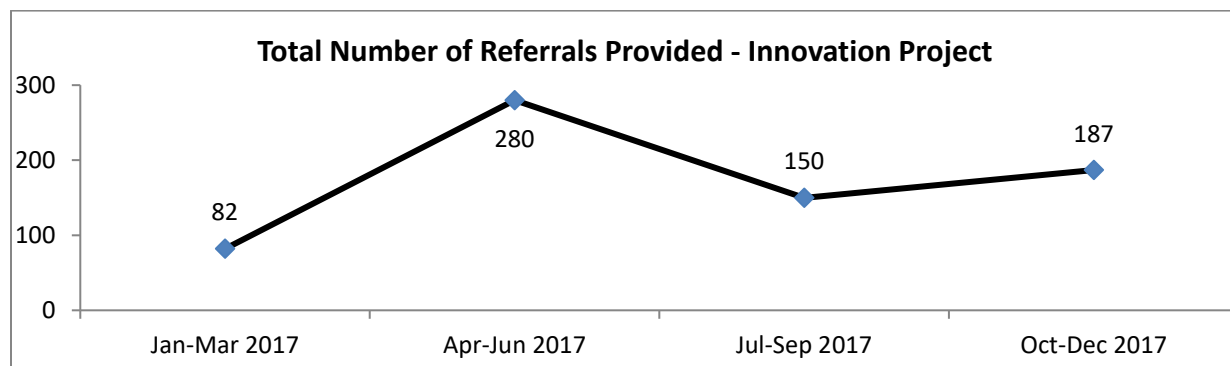
DISABILITY STATUS

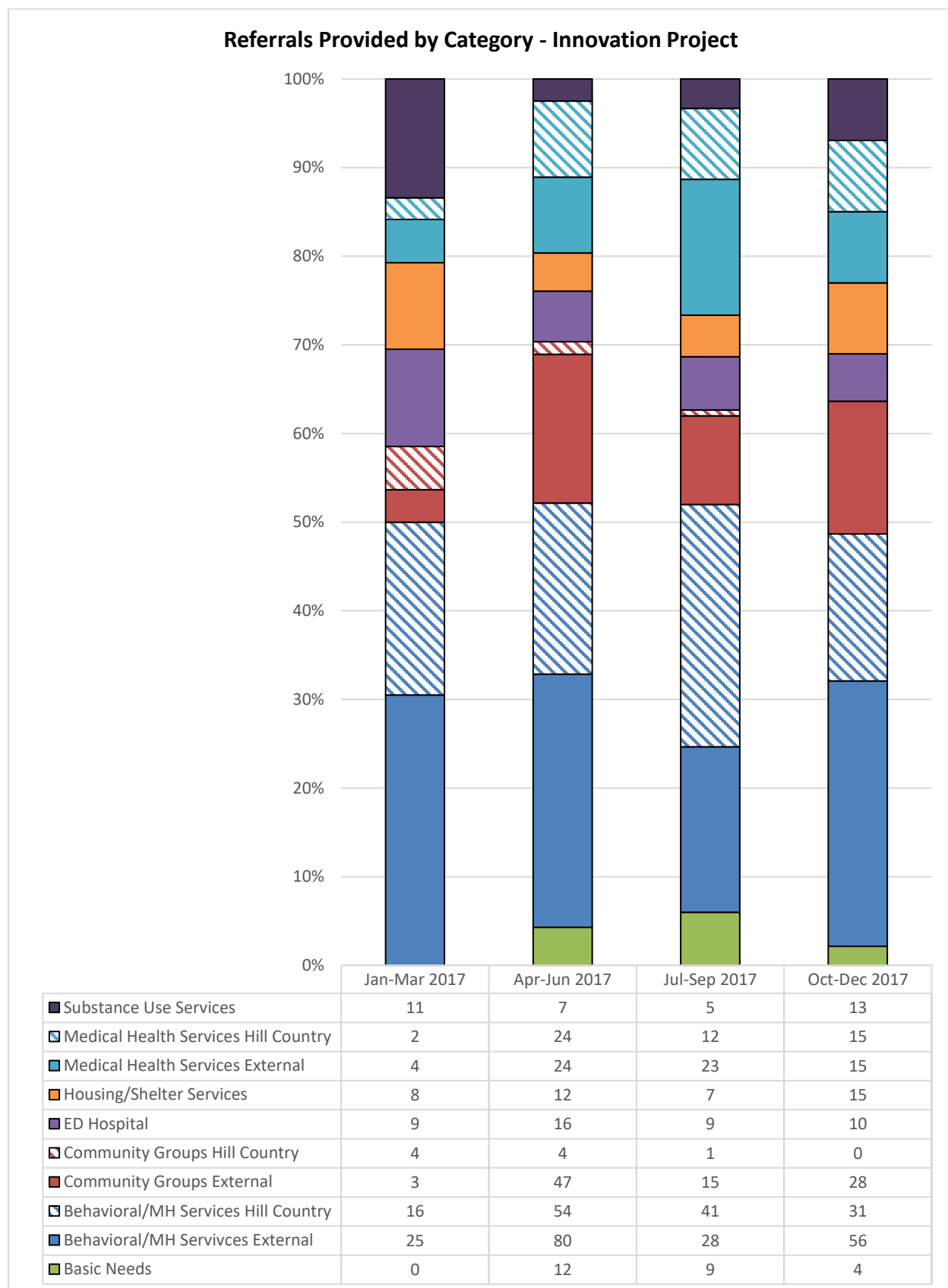


NUMBER OF OUTSIDE REFERRALS PROVIDED AND SUCCESSFULLY ACCESSED

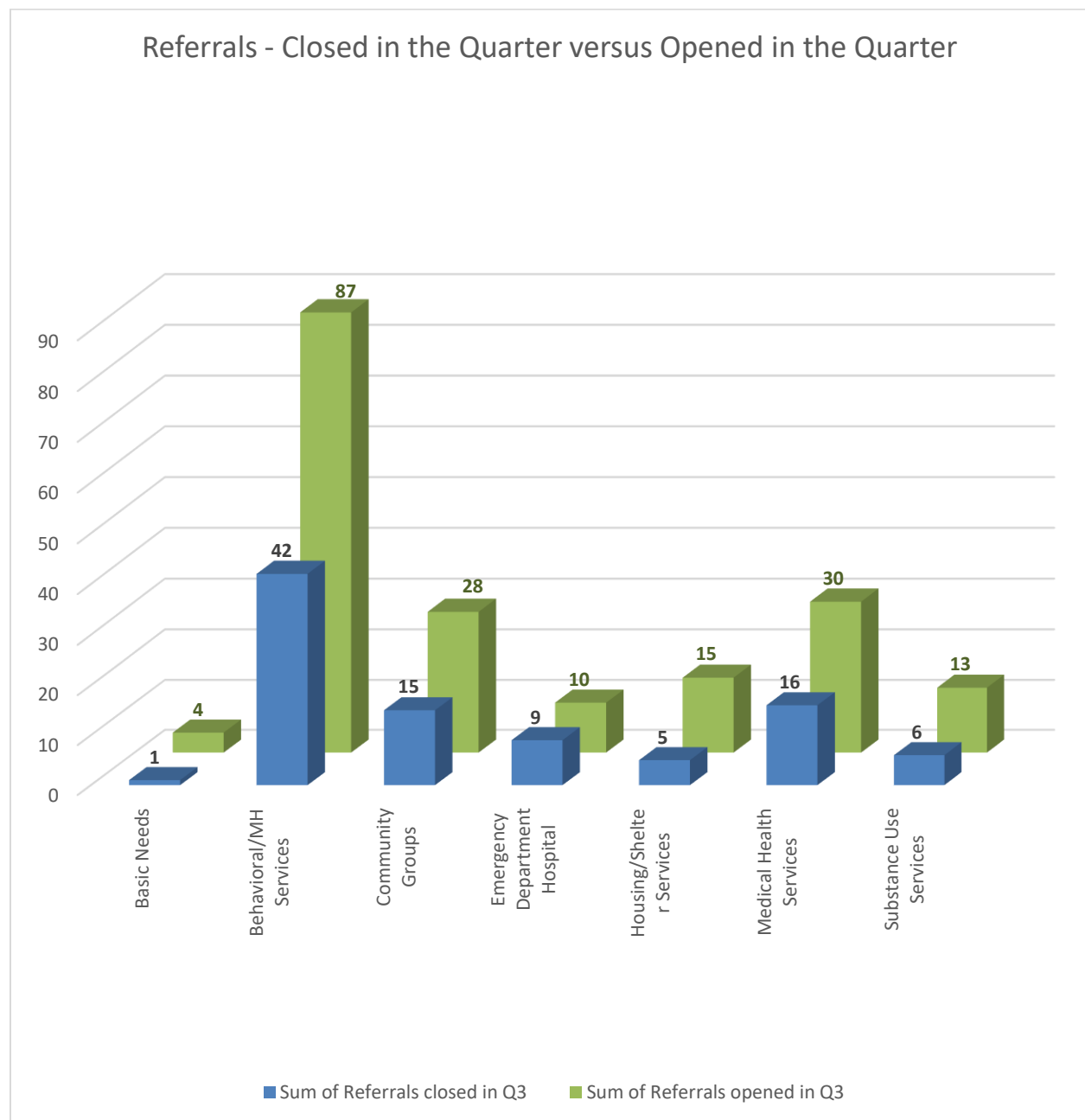
There are many other departments and agencies to which individuals can be referred for items or services not directly provided by the CARE Center Innovation Project, and these are all reported to Shasta County in specific granular detail. For the purposes of this report, referrals have been categorized into 8 main types, and the reported numbers consolidated into these categories by external referrals and internal Hill Country referrals where applicable. The referral type categories are:

- “Basic Needs” which include referrals to:
 - Emergency clothing resources
 - Emergency food resources
 - Financial benefit application assistance
 - Health insurance application assistance (Medicare/Medi-Cal/etc.)
 - Transportation assistance
- “Behavioral/MH Services” which include referrals to:
 - Assisted Outpatient Treatment (AOT) program by Hill Country
 - Hill Country behavioral health services at various clinic locations
 - Mental health community services
 - Mental health county services
 - Specialty/psych health care services
 - Support group
 - Wellness and recovery
- “Community Groups” which include referrals to:
 - Community groups
 - Other external referrals
 - Other Hill Country referrals
- “Emergency Department Hospital”
- “Housing/Shelter Services”
- “Medical Health Services” which include referrals to:
 - Hill Country medical services at various clinic locations
 - Primary health care services
- “Substance Use Services” which include referrals to:
 - Medication-Assisted Treatment (MAT)
 - Substance Use Disorder (SUD) treatment



CARE Center: Innovation Project Tracking
January 2017 through December 2017

Referrals are also tracked to see if the individuals who are referred to services provided by entities other than the CARE Center are successful in completing the referral. Success is measured by the person being provided a warm hand-off, and getting connected to the new service provider. The CARE Center is not being held accountable for whether the person was granted the benefits or items they were referred for, as that is outside the CARE Center staff's control. To track this measure, the CARE Center is reporting on numbers of referrals closed in each quarter, compared to referrals opened. Please note that due to the timing of some referrals, they will not show as closed until a later quarter. Some referral categories may also reflect closed referrals that had been opened in a prior quarter.

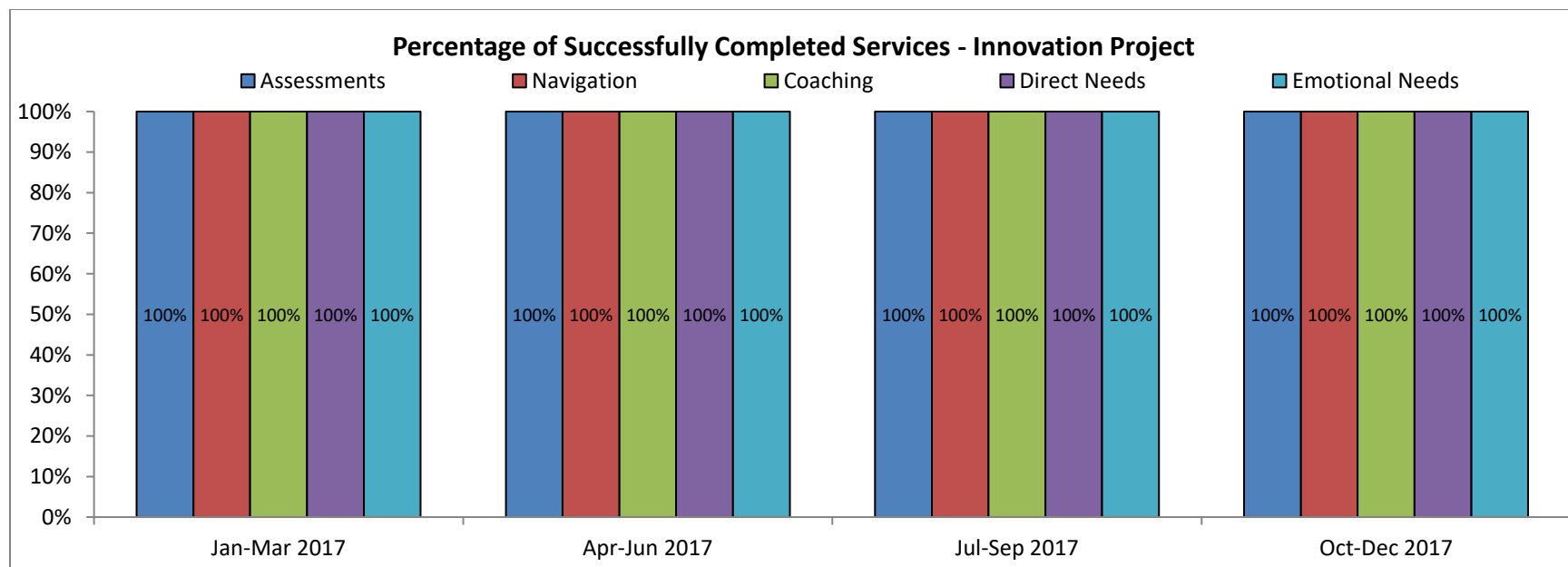
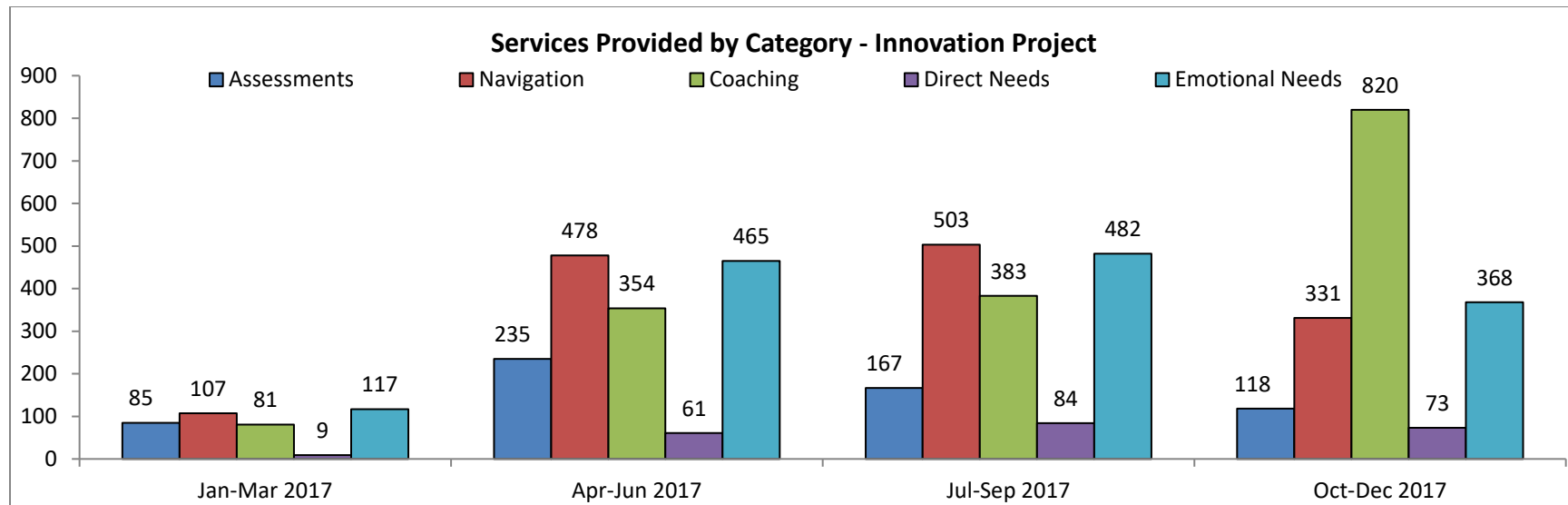


NUMBER OF SERVICES PROVIDED AND SUCCESSFULLY COMPLETED

Individuals can access a large number of services directly through the CARE Center Innovation Project, and these are all reported to Shasta County in specific granular detail. These services are provided directly by CARE Center staff members (including clinical staff, case managers, and peer volunteers). For the purposes of this report, services have been categorized into 5 main types, and the reported numbers consolidated. These service type categories are:

- “Assessments” which include
 - Mental health assessments
 - Needs assessments
 - Wellness and recovery assessments
- “Navigation” which includes
 - Advocacy
 - Navigation
 - Referral linkage and follow up
- “Coaching” which includes
 - Development of support systems
 - Goal and action planning
 - Skill building
 - Wellness coaching
- “Direct Needs” which include
 - Basic needs
 - Food/clothing
 - Transportation
- “Emotional Needs” which include
 - Crisis intervention/emotional support
 - Mental health follow up
 - Social services

Services are also tracked to see if the individuals who are needing the service(s) provided by the CARE Center are successful in accessing the services, and either completing the activities or receiving any tangible items involved with each service.

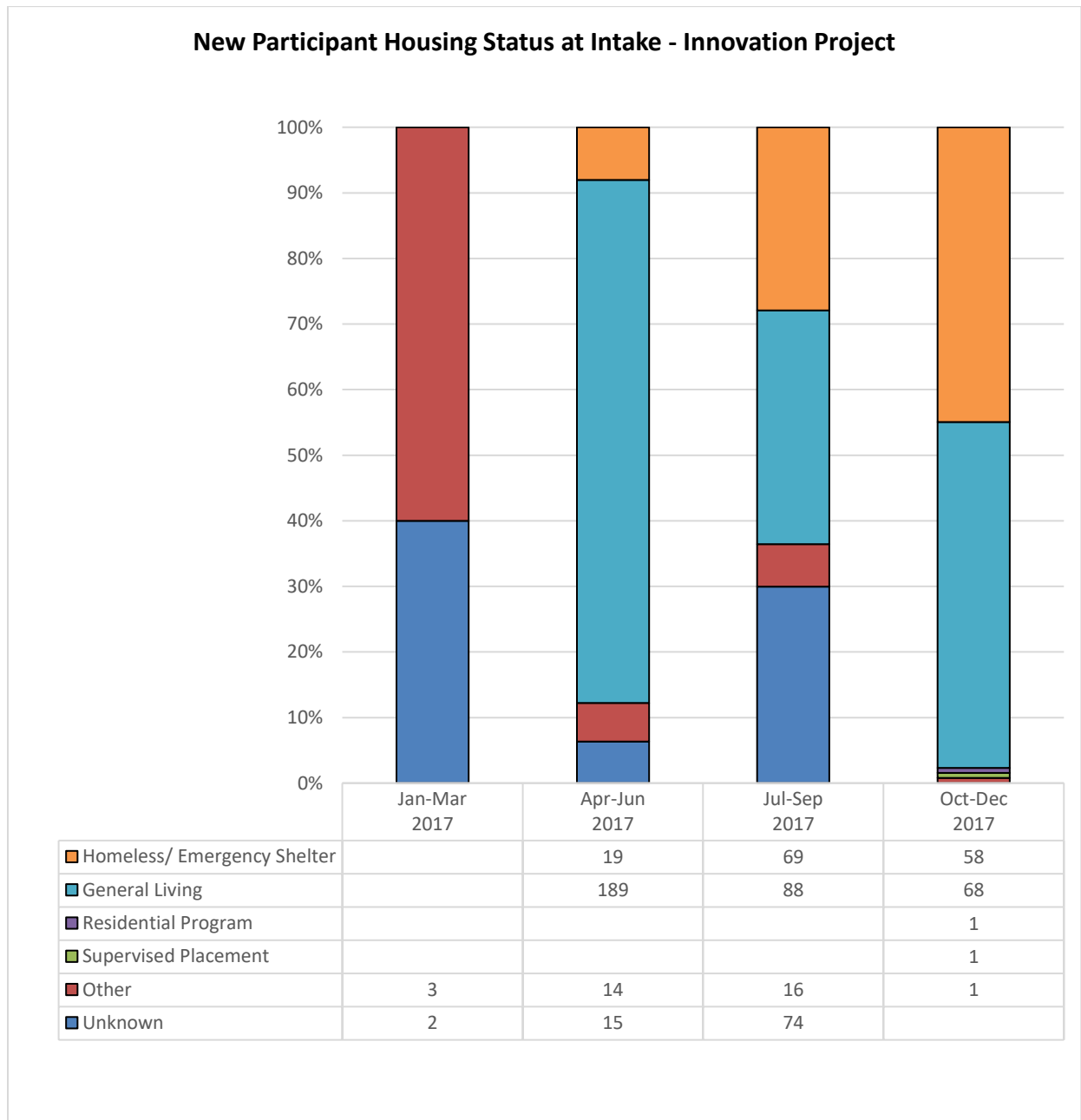


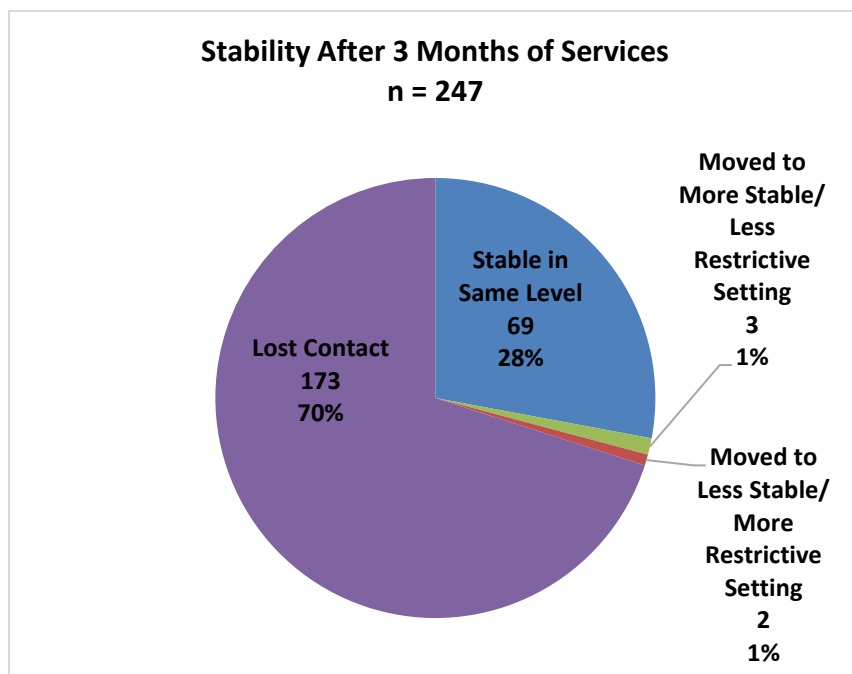
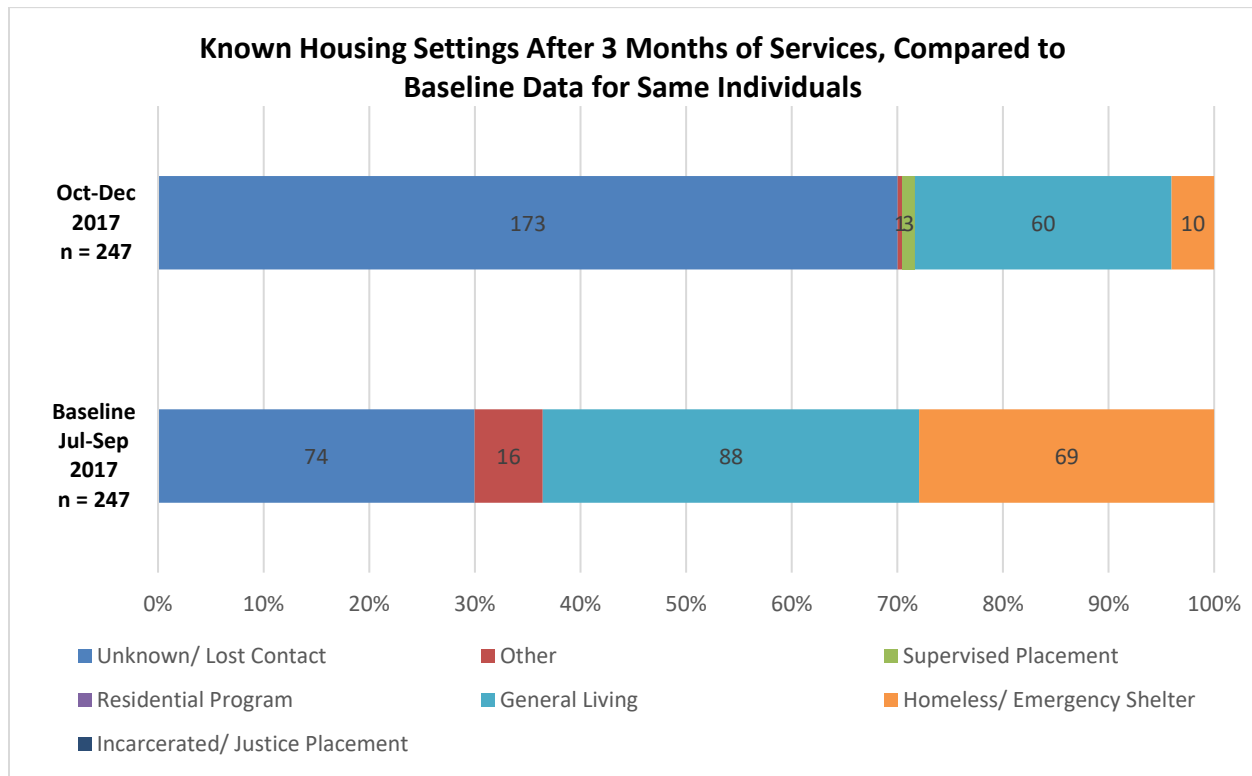
HOUSING STATUS

To help track the impact and effectiveness of services, the CARE Center has been asked to track the housing status of individuals accessing the Innovation Project services at the time they first start services, and then at the 3-month and 6-month points after that first service. The target outcome numbers are to see a 15% increase in housing stability/permanence at the 3-month mark, and a 20% increase at the 6-month mark.

Housing status has been divided up into the following categories:

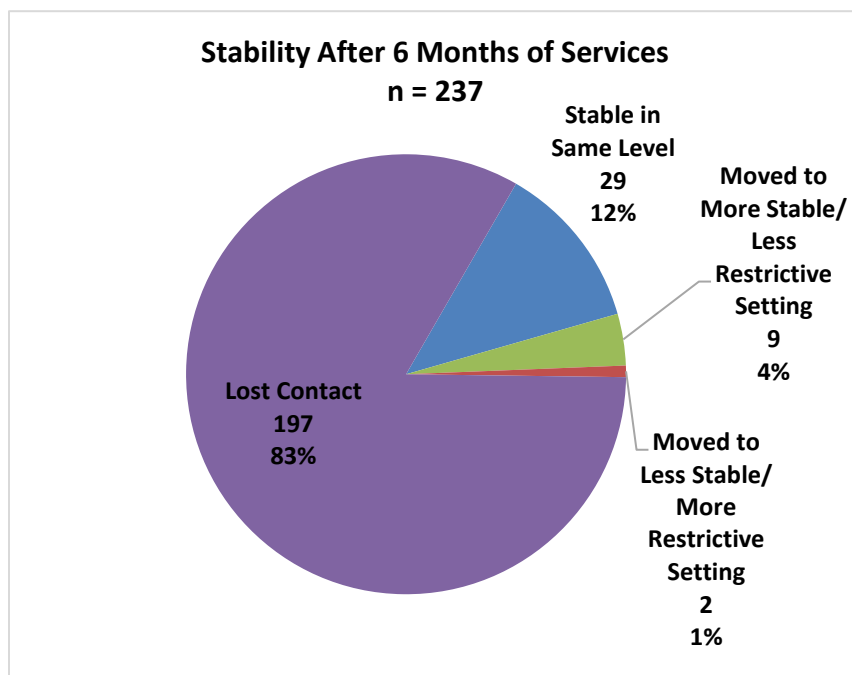
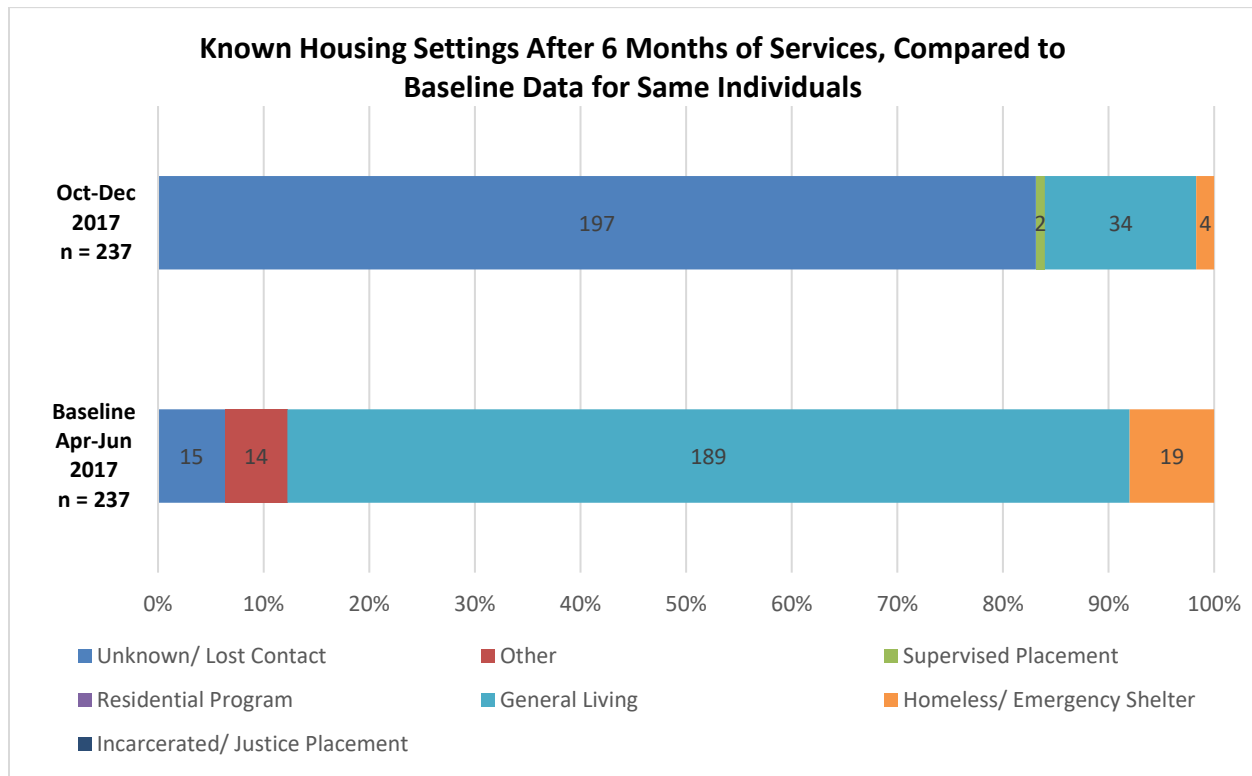
- Homeless/emergency shelter
- General living, which includes the following:
 - Apartment or house, alone or with family/roommates
 - Foster home
 - Single room occupancy
- Residential program, which includes the following:
 - Community treatment program
 - Group home (any level)
 - Long term care facility
 - Residential treatment program
 - Skilled nursing facility (any type)
- Supervised placement, which includes the following:
 - Assisted living facility
 - Community care facility, such as a Board and Care
 - Congregate placement
- Inpatient psychiatric hospitalization, which includes the following:
 - Psychiatric Health Facility (PHF)
 - Institute of Mental Disease (IMD)
- Incarcerated/justice placement, which includes the following:
 - Jail
 - Prison
 - Juvenile hall
 - Juvenile justice placement
- Other
- Unknown

HOUSING STATUS AT START OF SERVICES

HOUSING STABILITY 3 MONTHS AFTER SERVICES AT THE CARE CENTER

For those who moved to more stable/less restrictive settings, 1 transitioned from Homeless/E.S. to General Living, 1 from Homeless/E.S. to Supervised Placement, and 1 from Residential Program to General Living.

For the 2 people who moved to a less stable/more restrictive setting, 1 transitioned from General Living to Supervised Placement, and 1 from Residential Program to Supervised Placement.

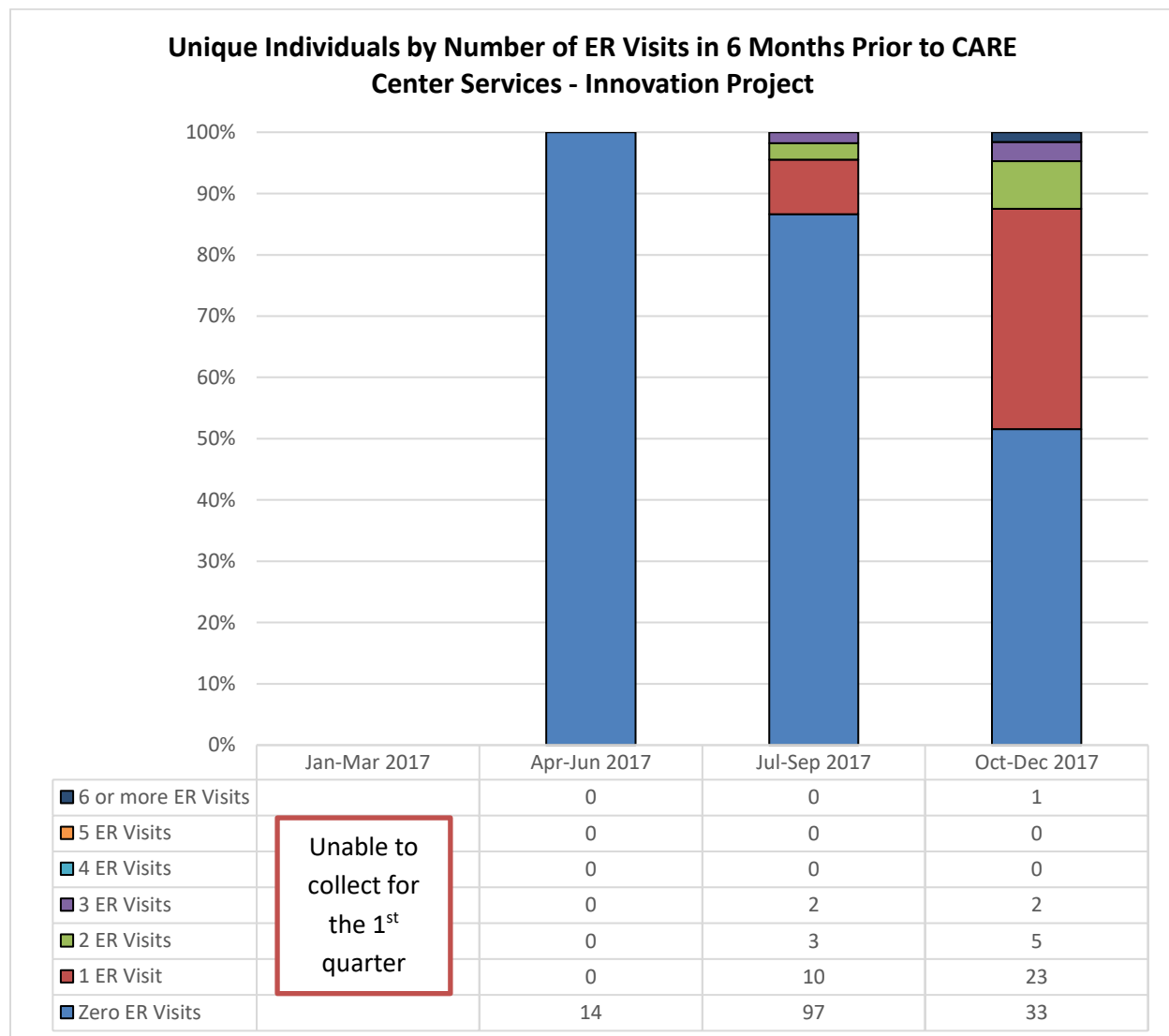
HOUSING STABILITY 6 MONTHS AFTER SERVICES AT THE CARE CENTER

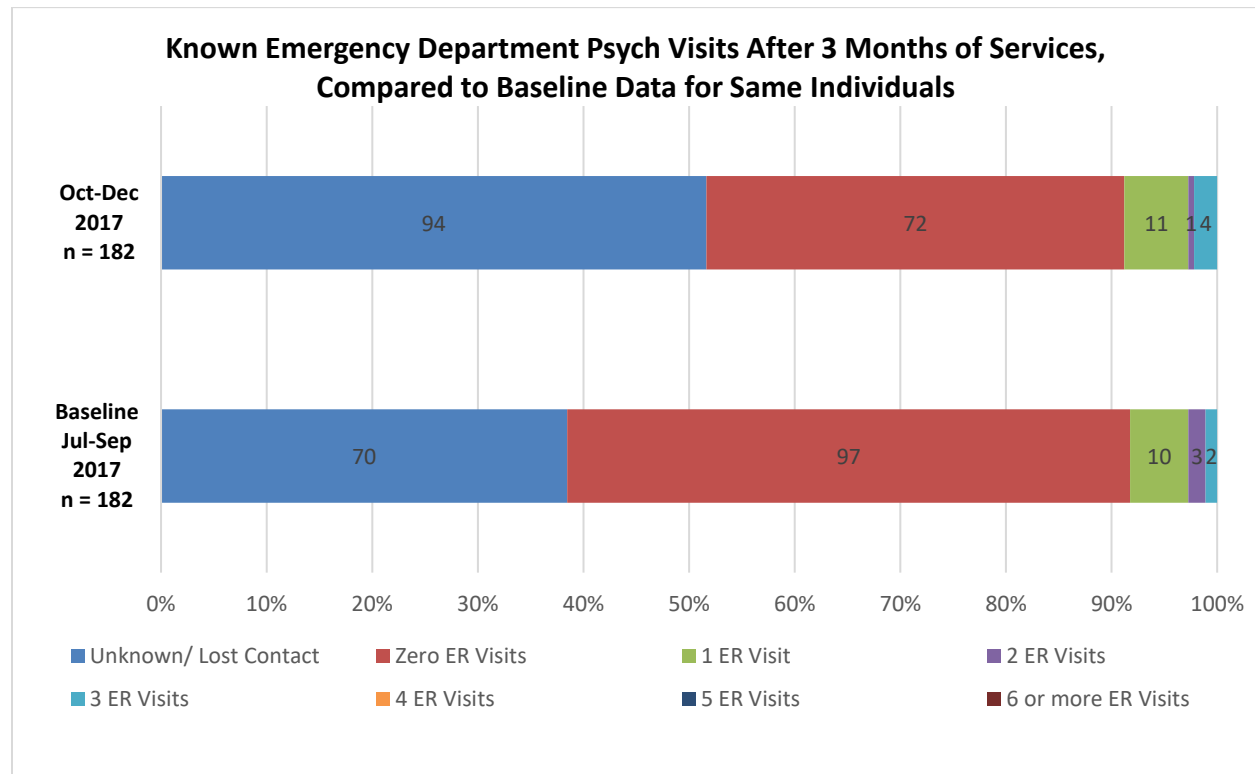
For those who moved to more stable/less restrictive settings, 8 transitioned from Homeless/E.S. to General Living, and 1 transitioned from Homeless/E.S. to Supervised Placement.

For the 2 people who moved to a less stable/more restrictive setting, one transitioned from General Living to Homeless/E.S. and the other from General Living to Supervised Placement.

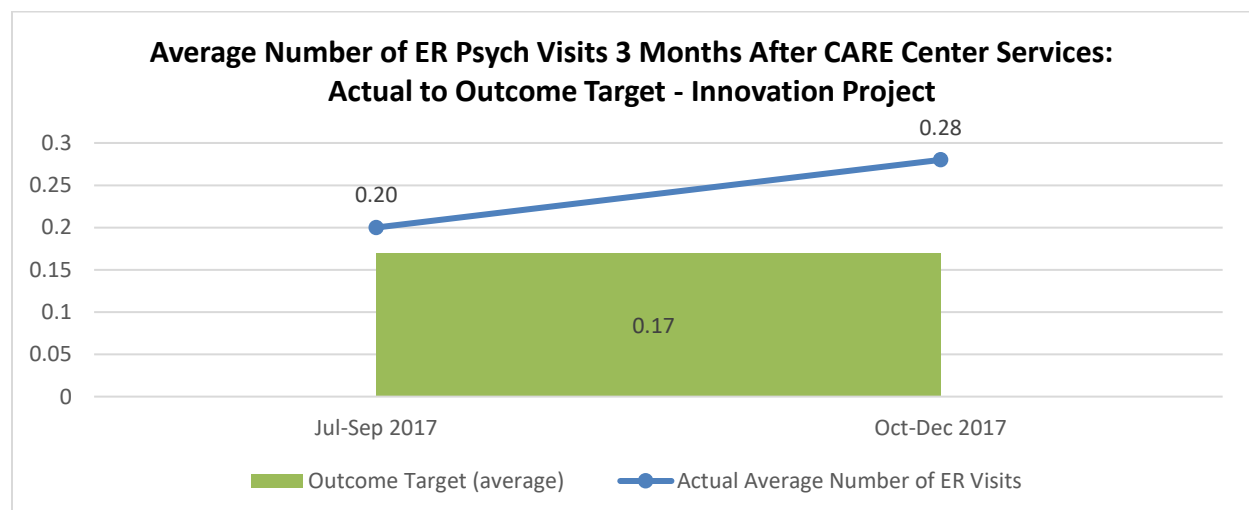
EMERGENCY DEPARTMENT VISITS

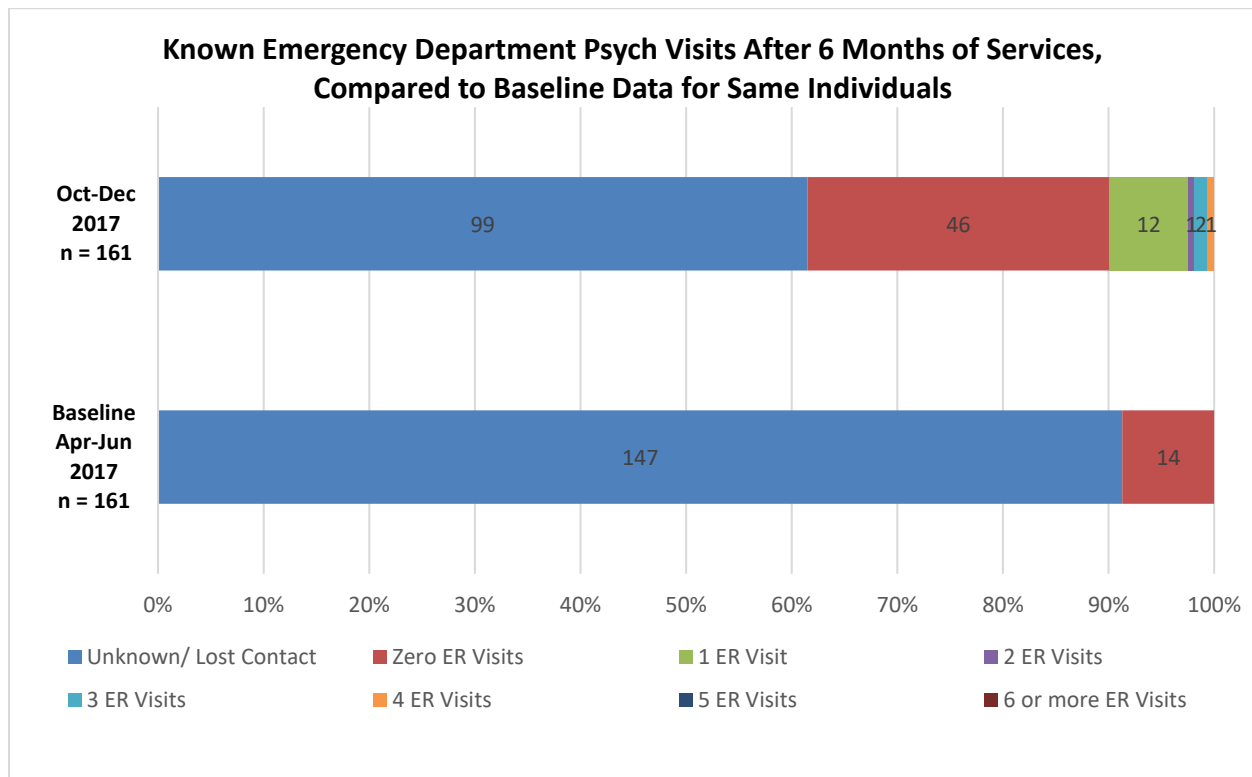
One of the goals of the Innovation Project is to reduce the number of emergency department visits for psychiatric reasons. Statistics are being tracked directly from the hospitals, but to measure the impact and effectiveness for individuals, the CARE Center has been asked to track the number of ER visits individuals report having made in the 6 months prior to the time they first start services at the CARE Center, and then at the 3-month and 6-month points after that first service. The target outcome numbers are to see a 15% decrease in ER visits at the 3-month mark, and a 20% decrease at the 6-month mark.

BASELINE EMERGENCY DEPARTMENT PSYCHIATRIC VISITS – PRIOR TO CARE CENTER SERVICES

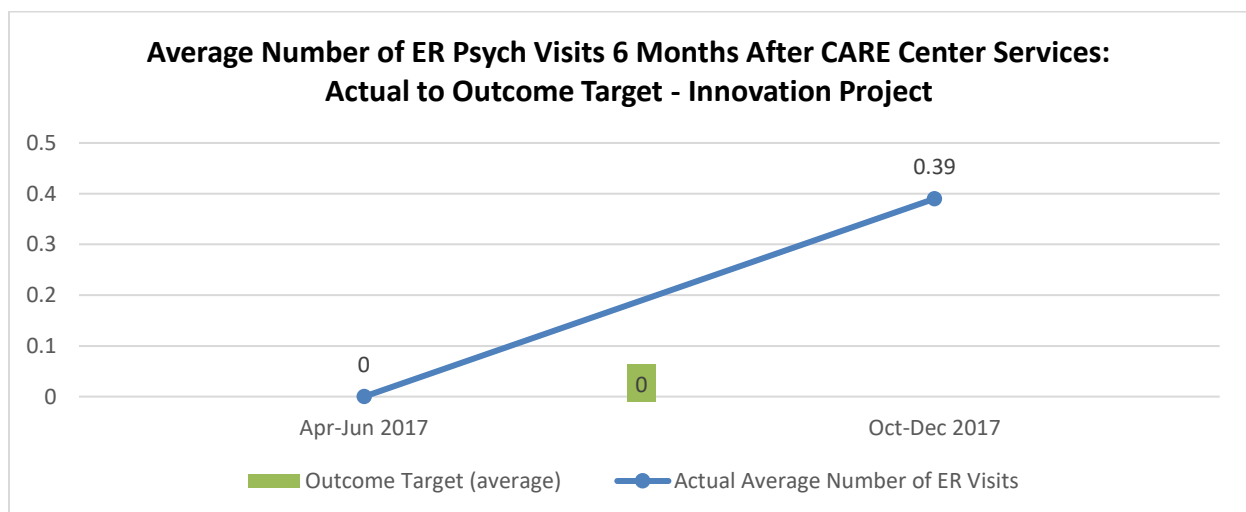
EMERGENCY DEPARTMENT PSYCH VISITS 3 MONTHS AFTER SERVICES AT THE CARE CENTER

The average number of ER visits in the prior 6 months for the Jul-Sep 2017 quarter was 0.2 per individual who had visit data reported (excluding all in the Unknown/Lost Contact category). This makes the target number for the 3-month mark in the Oct-Dec 2017 quarter 0.17 or fewer ER visits on average.



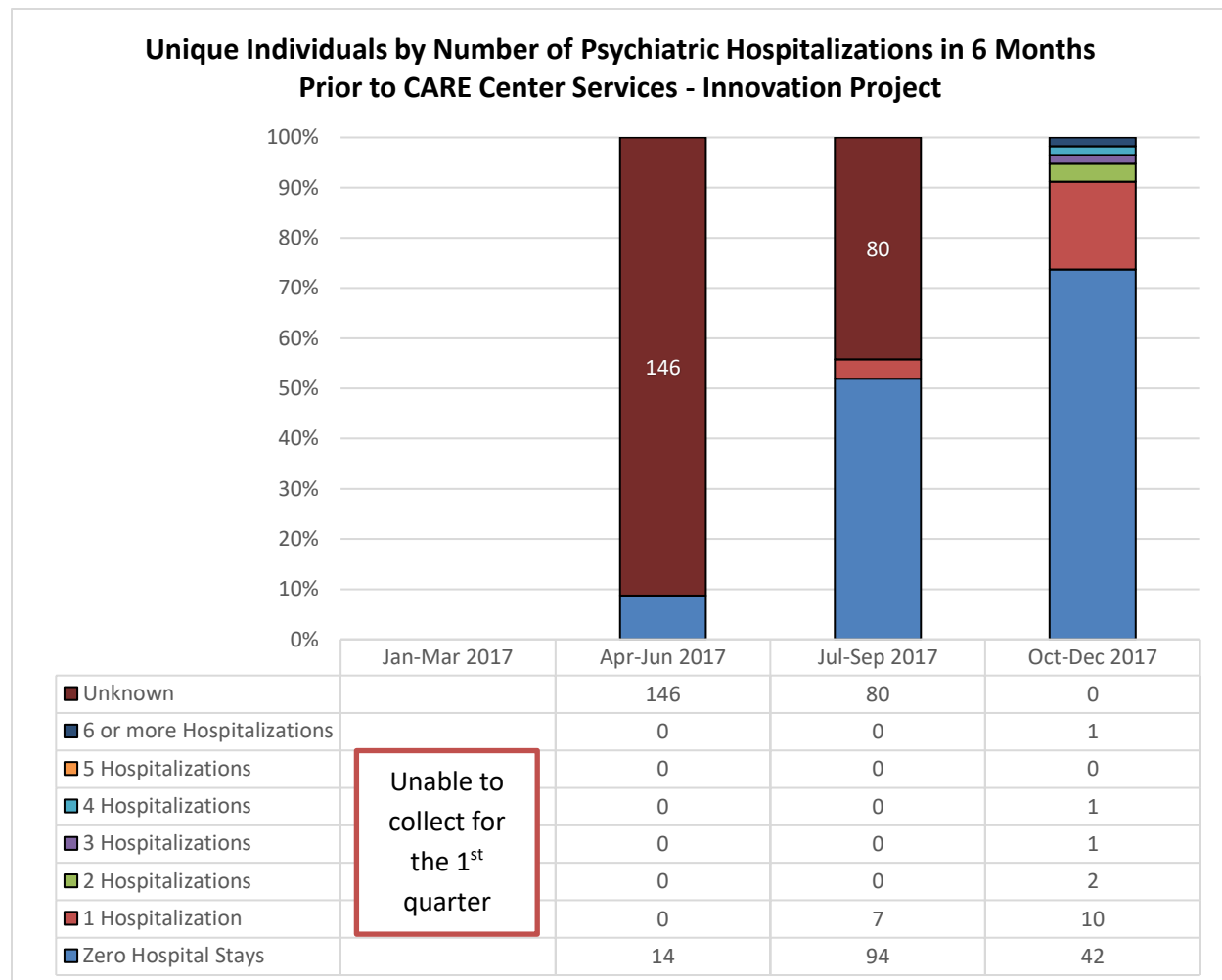
EMERGENCY DEPARTMENT PSYCH VISITS 6 MONTHS AFTER SERVICES AT THE CARE CENTER

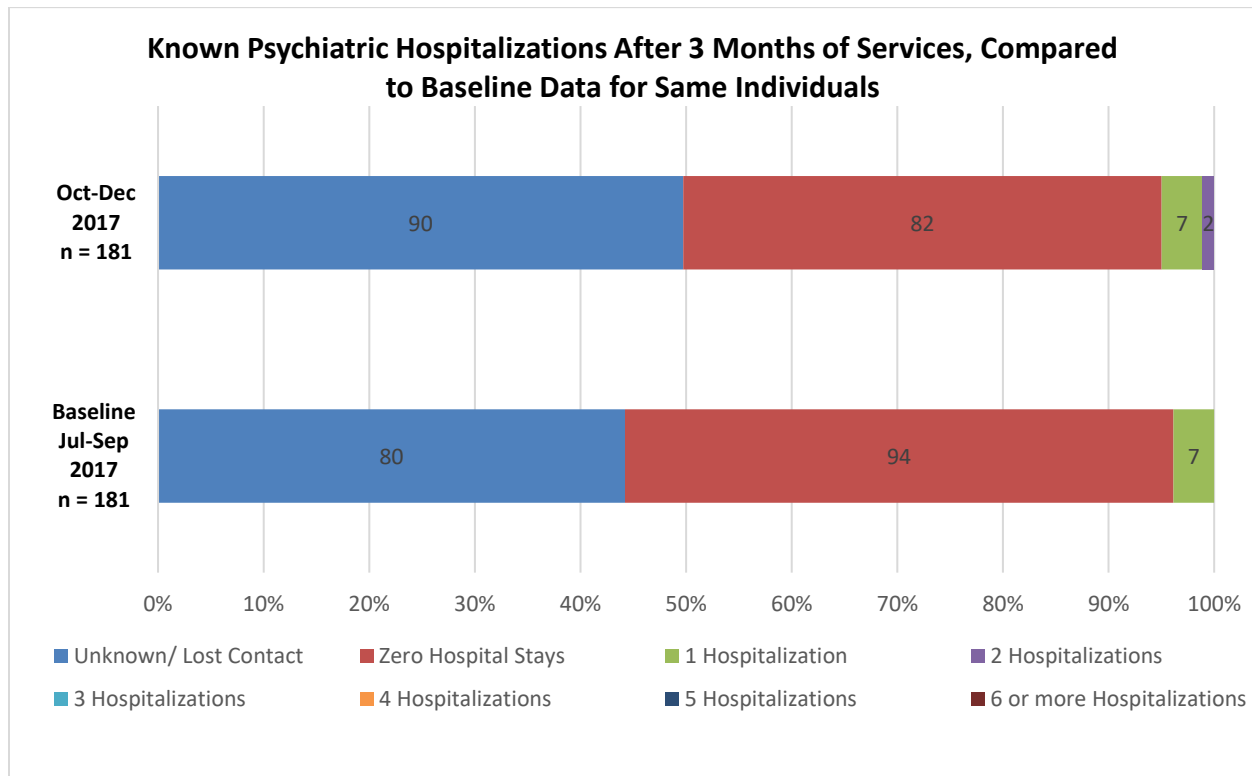
The average number of ER visits in the prior 6 months for the Apr-Jun 2017 quarter was zero as no individuals had any visits reported. This makes the target number for the 3-month mark in the Oct-Dec 2017 quarter zero ER visits on average as well.



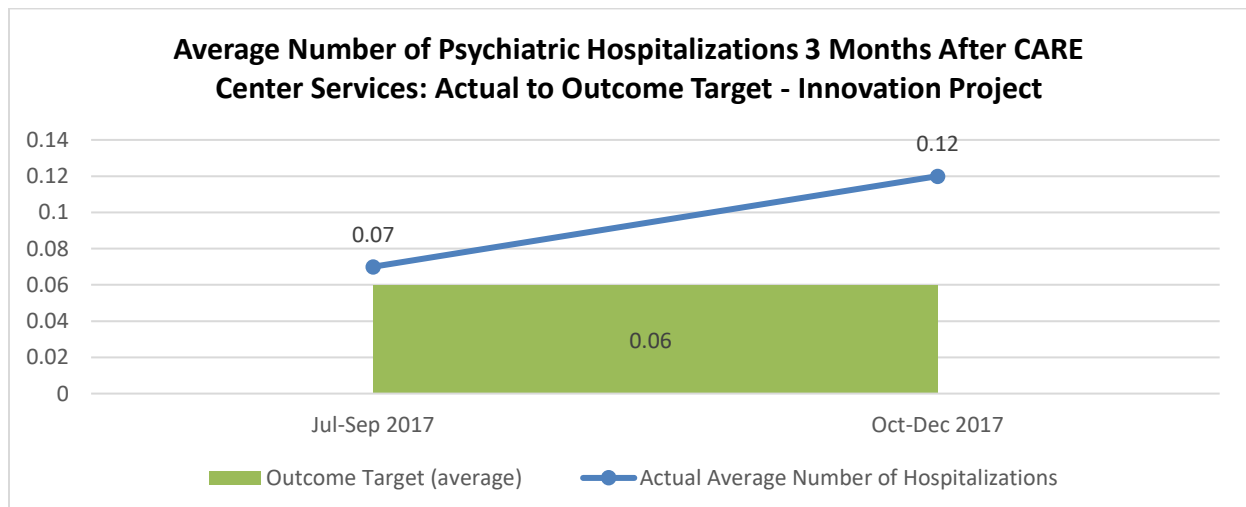
PSYCHIATRIC INPATIENT HOSPITALIZATIONS

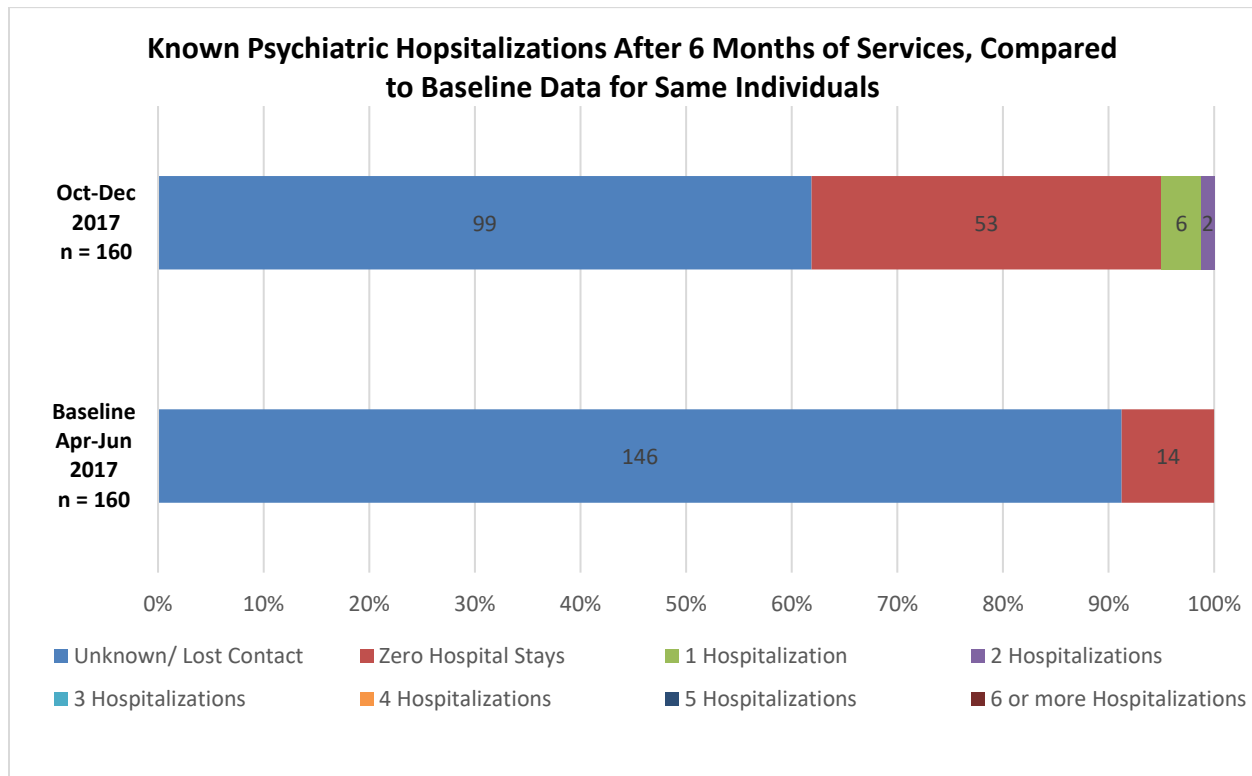
Another goal of the Innovation Project is to reduce the number of psychiatric inpatient hospitalizations, and the number of days spent in the hospital during those hospitalizations. The CARE Center has been asked to track the number of psychiatric inpatient hospitalizations and number of days spent in the hospital that individuals report having made in the 6 months prior to the time they first start services at the CARE Center, and then at the 3-month and 6-month points after that first service. While the number of hospitalizations can be tracked, getting an accurate count for number of days has proven to be extremely problematic, given both the mental status of the people being served, and the short, intensive time-limited duration of the services being provided. Due to this, only the numbers of hospitalizations will be tracked. The target outcome number is to see a 15% decrease in hospitalizations at the 3-month mark, and a 20% decrease at the 6-month mark.

BASELINE PSYCHIATRIC HOSPITALIZATIONS – PRIOR TO CARE CENTER SERVICES

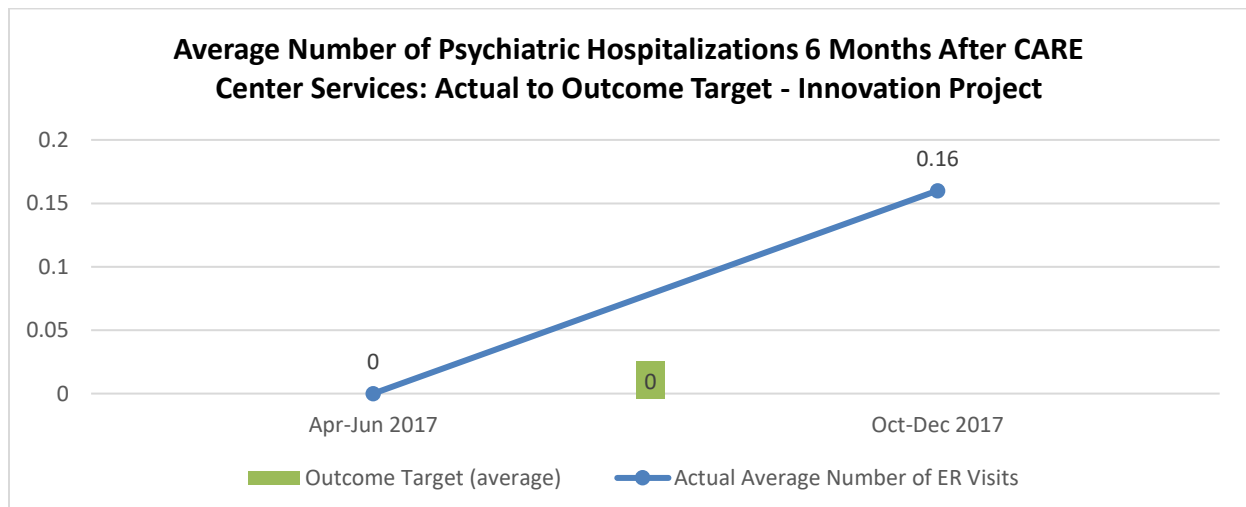
PSYCHIATRIC HOSPITALIZATIONS 3 MONTHS AFTER SERVICES AT THE CARE CENTER

The average number of psychiatric hospitalizations in the prior 6 months for the Jul-Sep 2017 quarter was 0.07 per individual who had any hospitalizations. This makes the target number for the 3-month mark in the Oct-Dec 2017 quarter 0.06 or fewer hospitalizations on average.



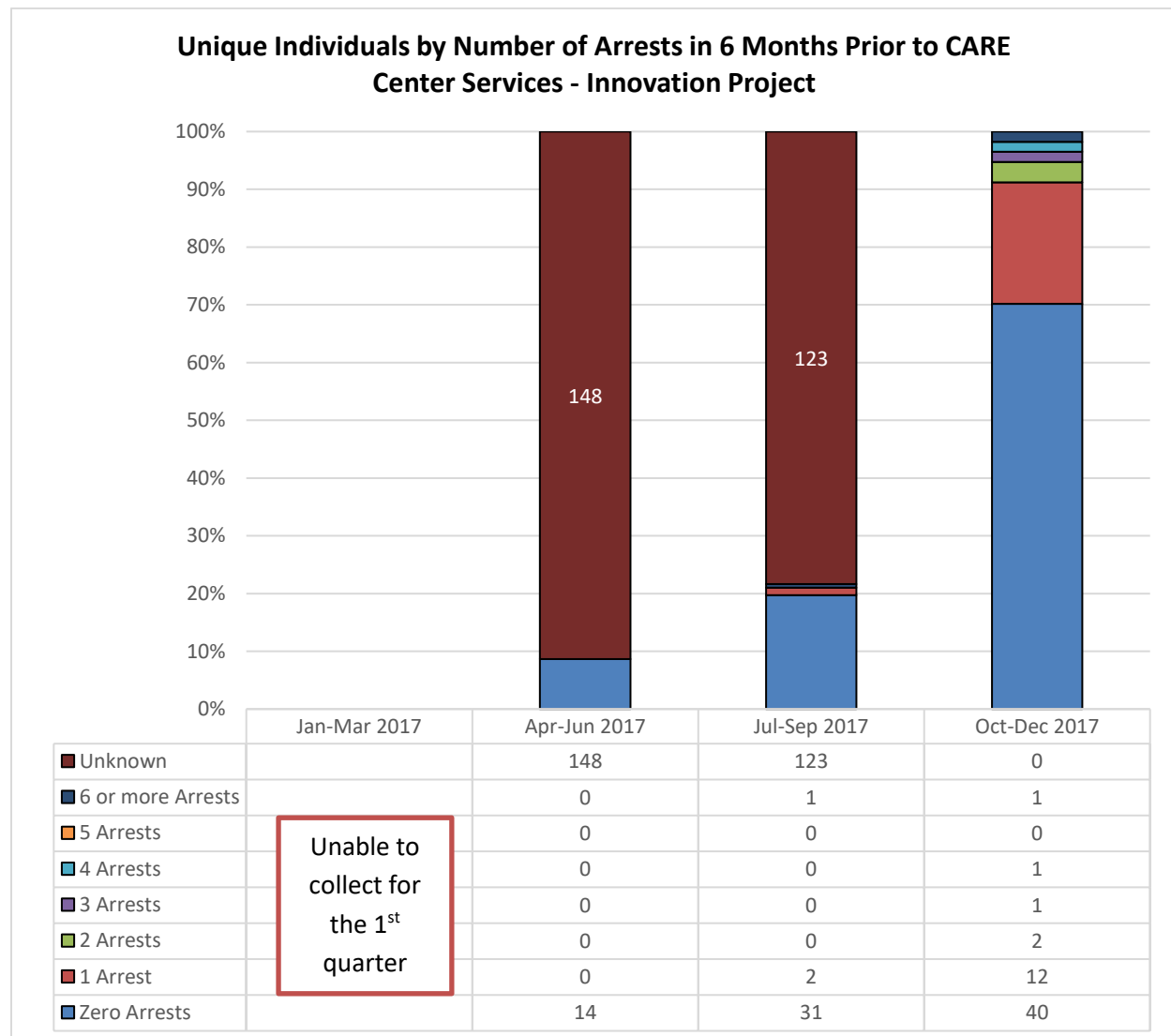
PSYCHIATRIC HOSPITALIZATIONS 6 MONTHS AFTER SERVICES AT THE CARE CENTER

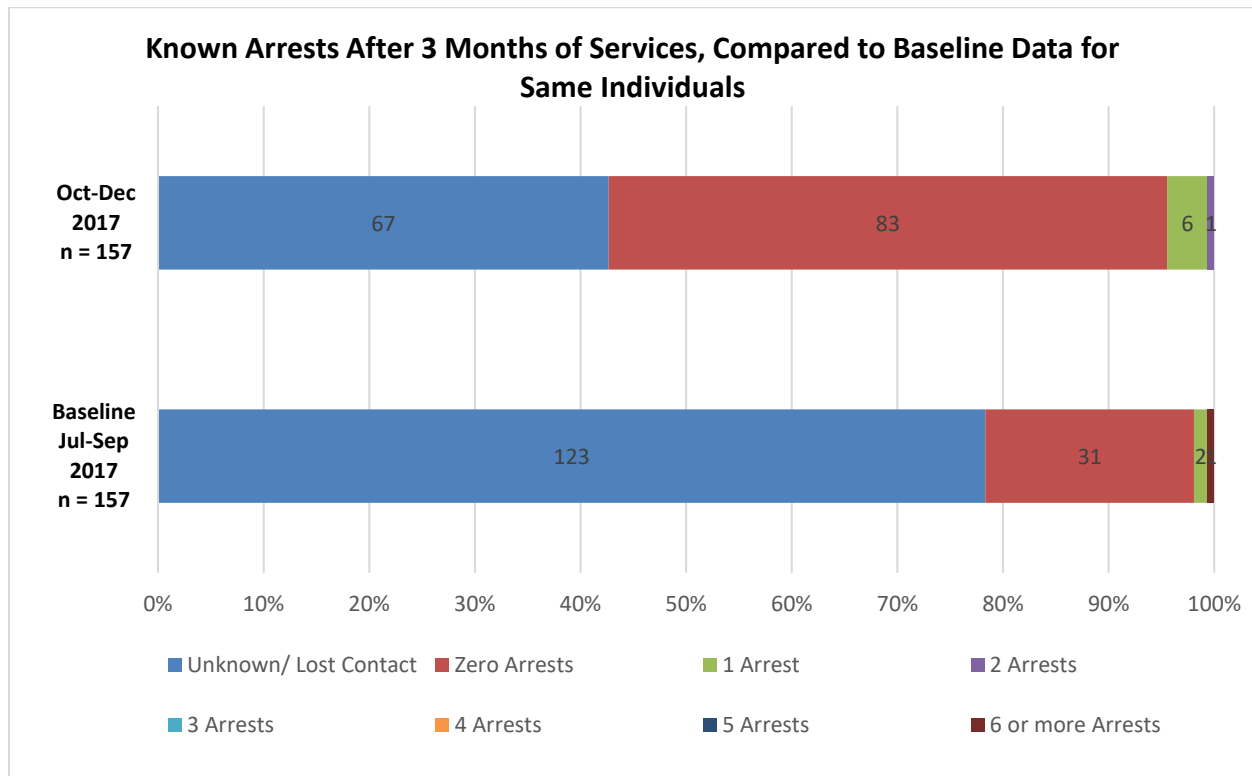
The average number of psychiatric hospitalizations in the prior 6 months for the Apr-Jun 2017 quarter was zero as no individuals had any hospitalizations reported. This makes the target number for the 3-month mark in the Oct-Dec 2017 quarter zero ER visits on average as well.



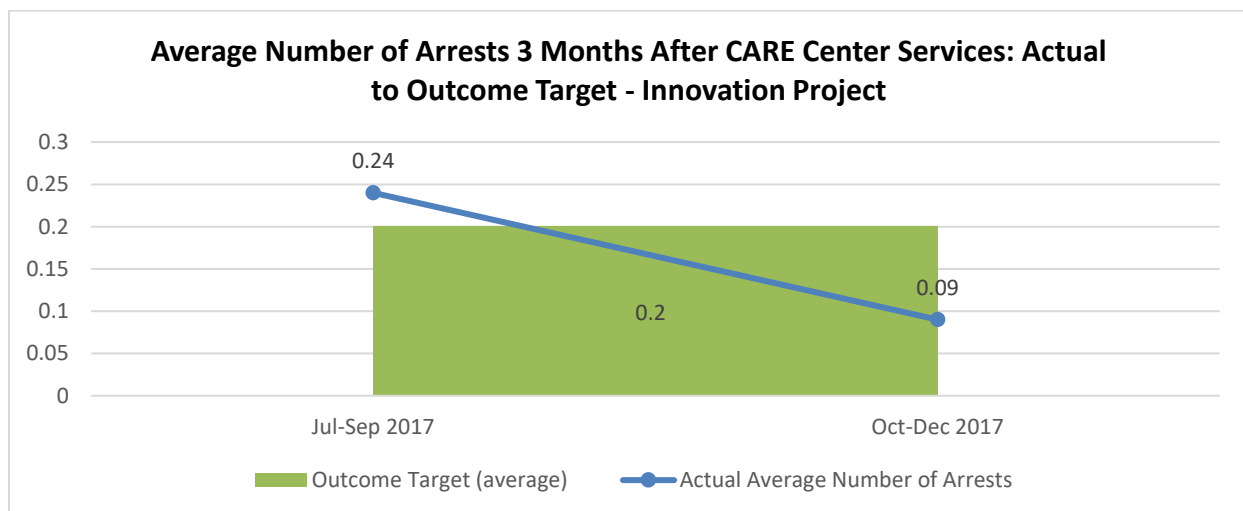
ARRESTS

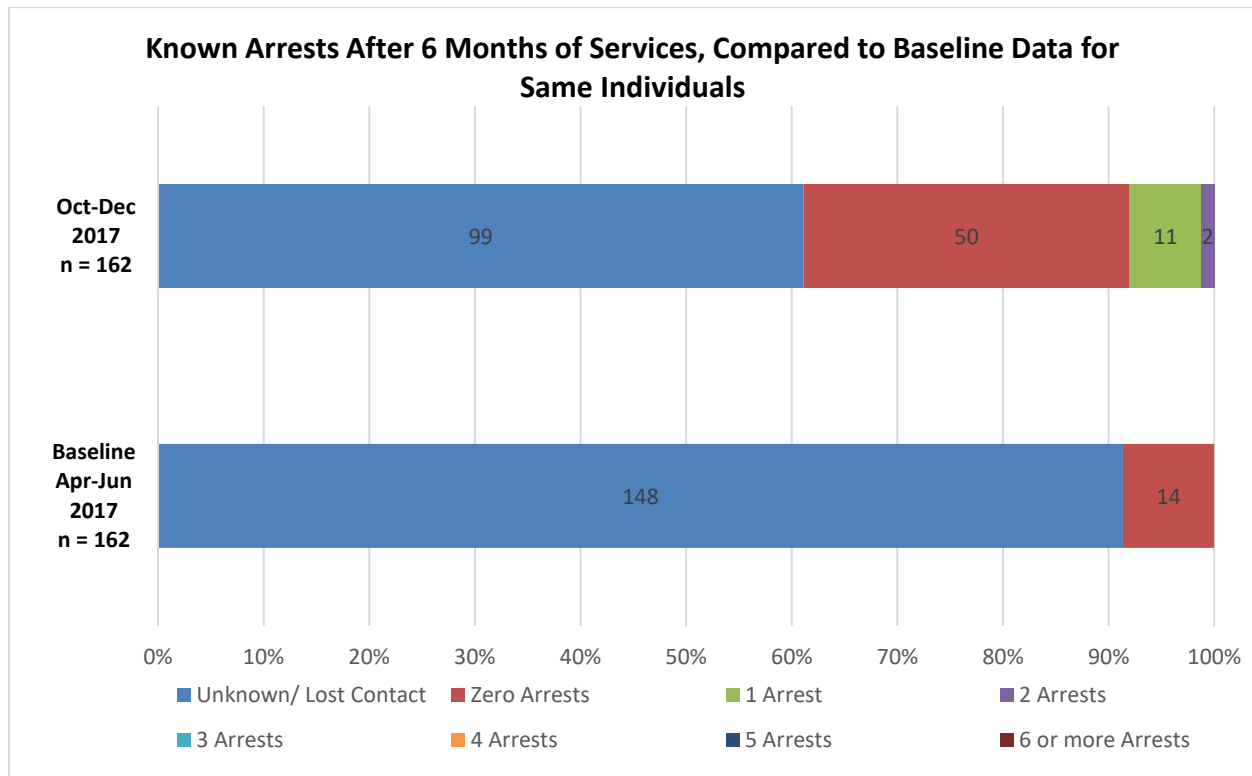
Another goal of the Innovation Project is to reduce the number of arrests, and the number of days spent incarcerated. The CARE Center has been asked to track the number of arrests and number of days spent incarcerated that individuals report having made in the 6 months prior to the time they first start services at the CARE Center, and then at the 3-month and 6-month points after that first service. However, as mentioned in the above section, while the raw number of times arrested is generally available, getting an accurate count of the number of days incarcerated at each arrest has proven problematic. Due to this, only the number of arrests will be tracked. The target outcome numbers are to see a 15% decrease in arrests at the 3-month mark, and a 20% decrease at the 6-month mark.

BASELINE ARRESTS – PRIOR TO CARE CENTER SERVICES

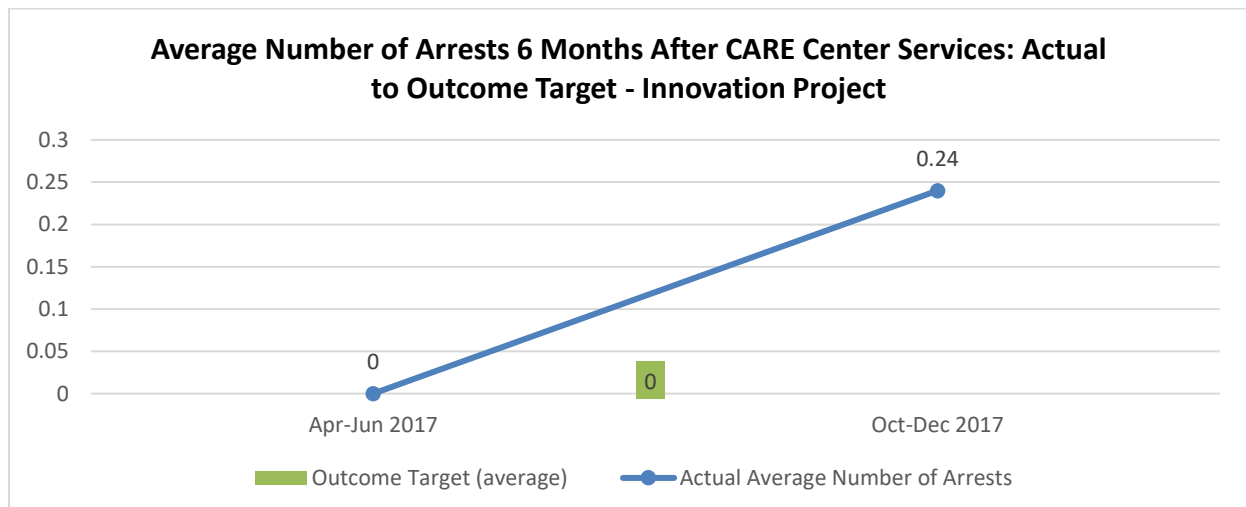
ARRESTS 3 MONTHS AFTER SERVICES AT THE CARE CENTER

The average number of arrests in the prior 6 months for the Jul-Sep 2017 quarter was 0.24 per individual who had arrest data reported (excluding all in the Unknown/Lost Contact category). This makes the target number for the 3-month mark in the Oct-Dec 2017 quarter 0.20 or fewer arrests on average.



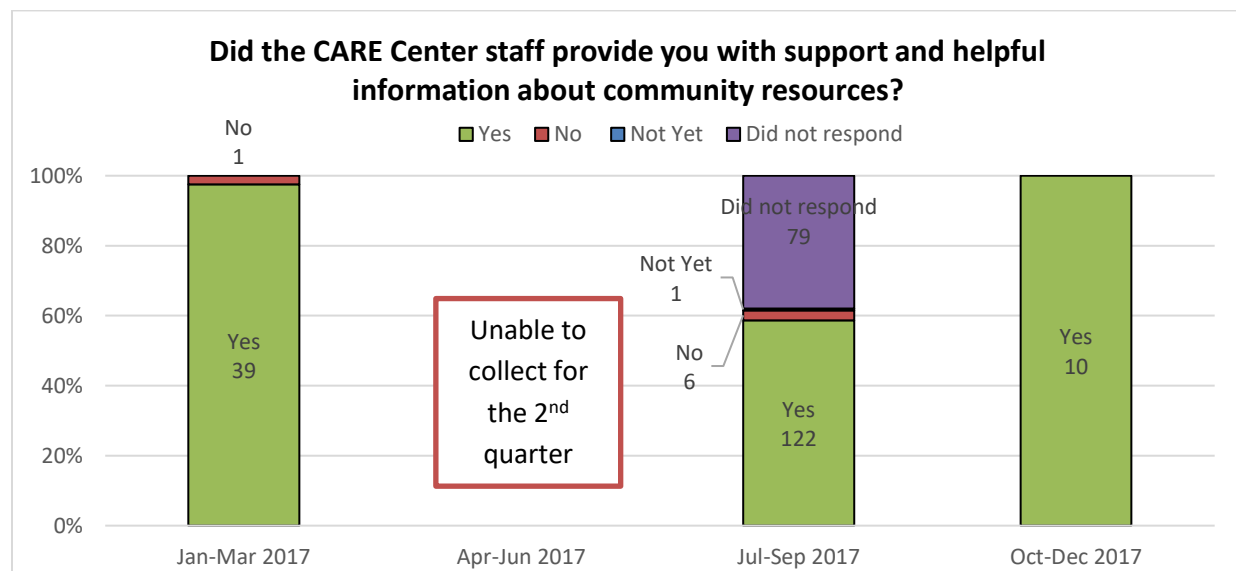
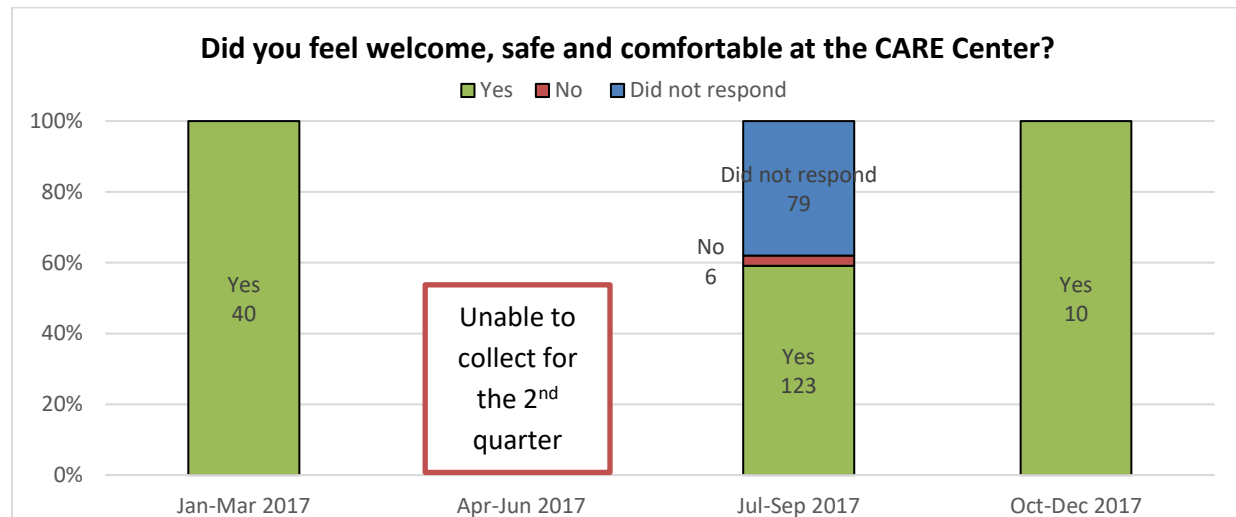
ARRESTS 6 MONTHS AFTER SERVICES AT THE CARE CENTER

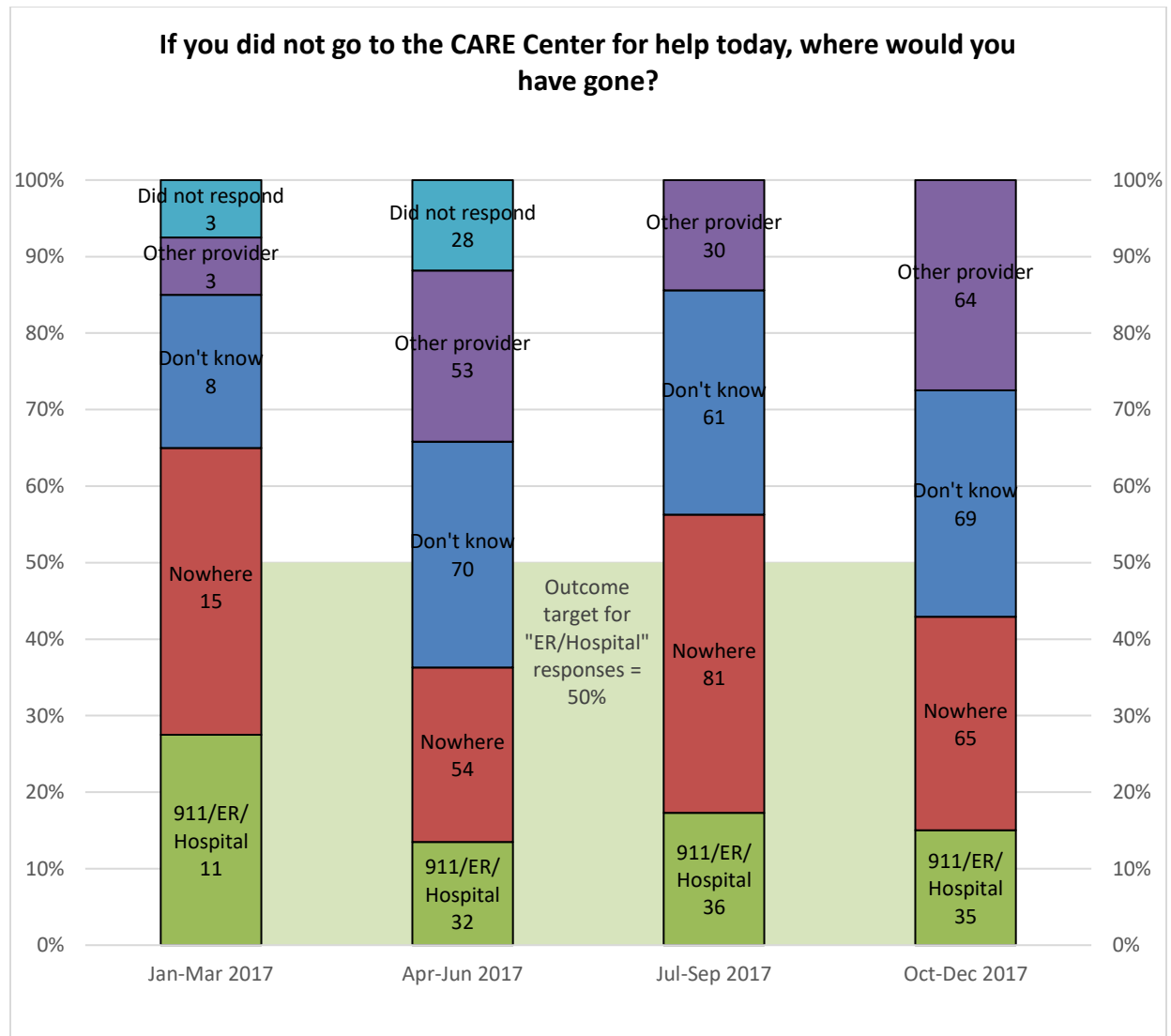
The average number of arrests in the prior 6 months for the Apr-Jun 2017 quarter was zero as no individuals had any arrests reported. This makes the target number for the 3-month mark in the Oct-Dec 2017 quarter zero arrests on average as well.

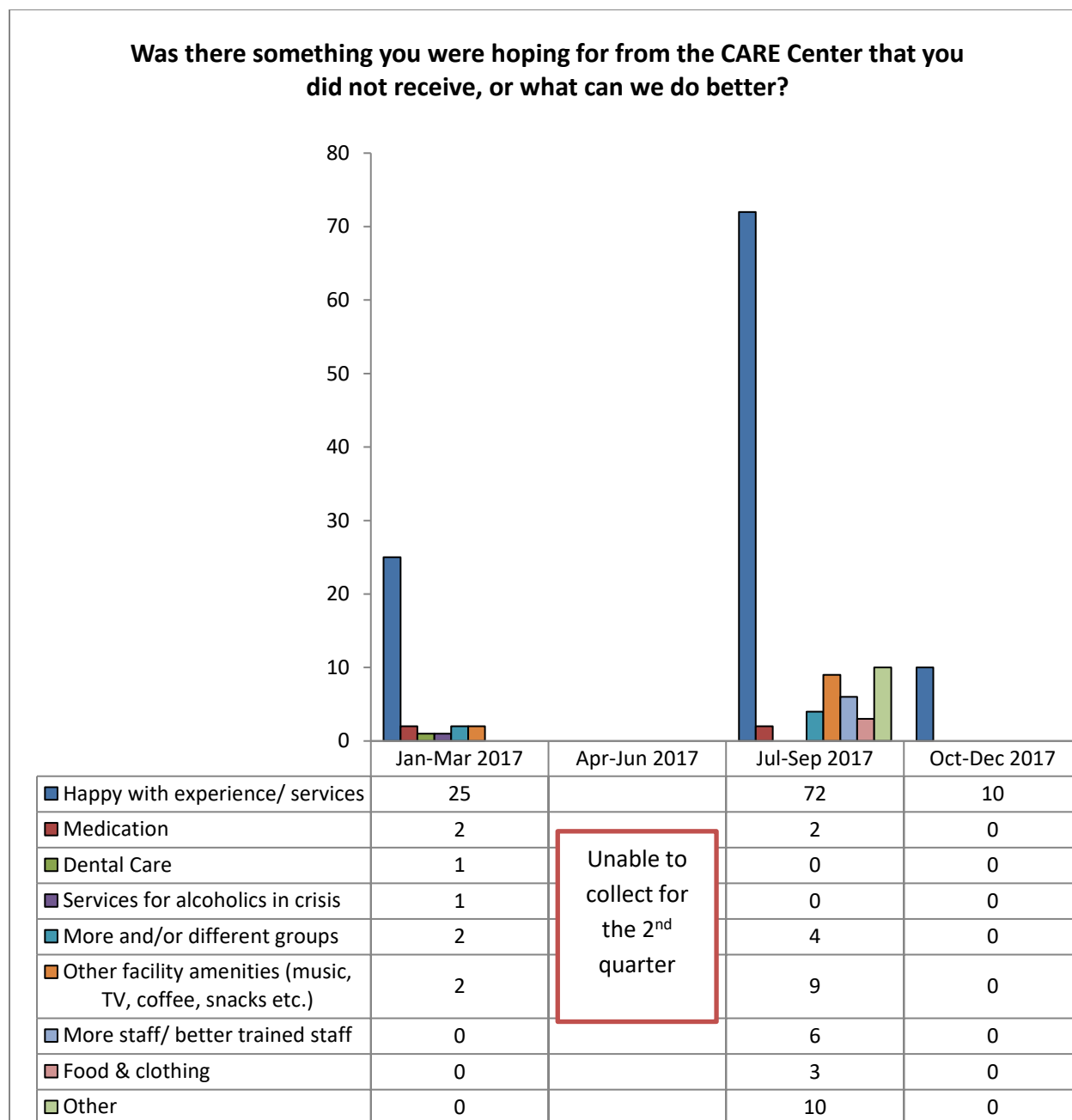


CUSTOMER SURVEYS

In the first quarter, each person served was offered the chance to complete a simple 4-question survey. Survey changes were made in the second quarter, and not all data points are available. Full survey results were again available in Jul-Sep 2017 quarter and moving forward.







Innovation Project – CARE Center

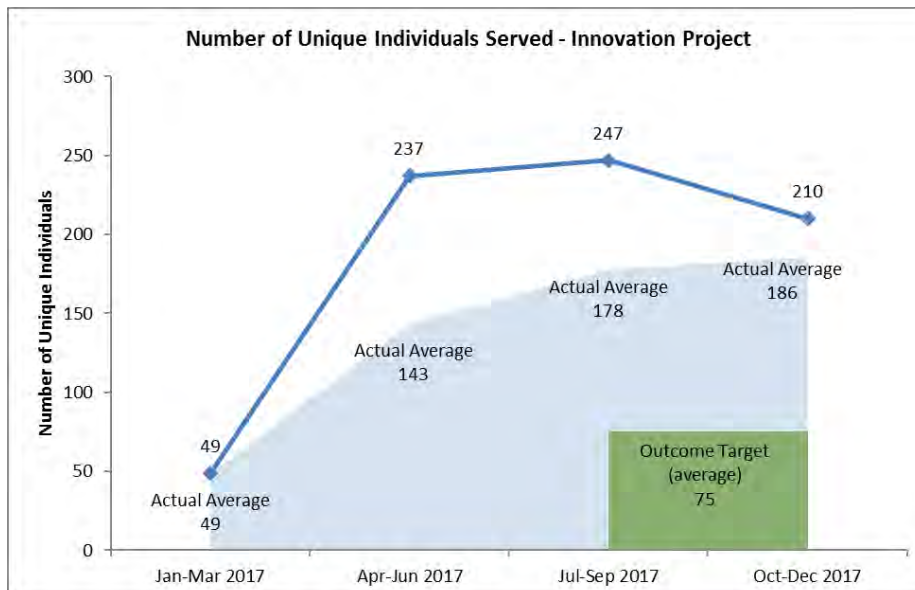
Year One Summary Report

Background

To determine if providing access to mental health services after traditional office hours will improve access to services, reduce mental health crisis (including trips to the hospital emergency departments) and bridge service gaps, the Shasta County Health and Human Services Agency has contracted with Hill County Health and Wellness Center to provide new and expanded mental health services at the Counseling and Recovery Engagement (CARE) Center. Funding is provided through the Mental Health Services Act (MHSA) for the Innovation Project portion of this center. The CARE Center contract was approved as of January 2017, and they officially opened for business on March 12, 2017. For this report, data was gathered using the CARE Center Quarterly Progress Reports for January 2017 through December 2017. Please note that due to the CARE Center not actually opening for business until early March 2017, the first quarter reflects less than one month of data. Additionally, there are several measures where their data systems and/or electronic health record were in process, or where methodology changed, so they could not be tracked. As of the Oct-Dec 2017 quarter, all measures are now tracked and reported on, although further refinement of the data collection is still underway for some measures.

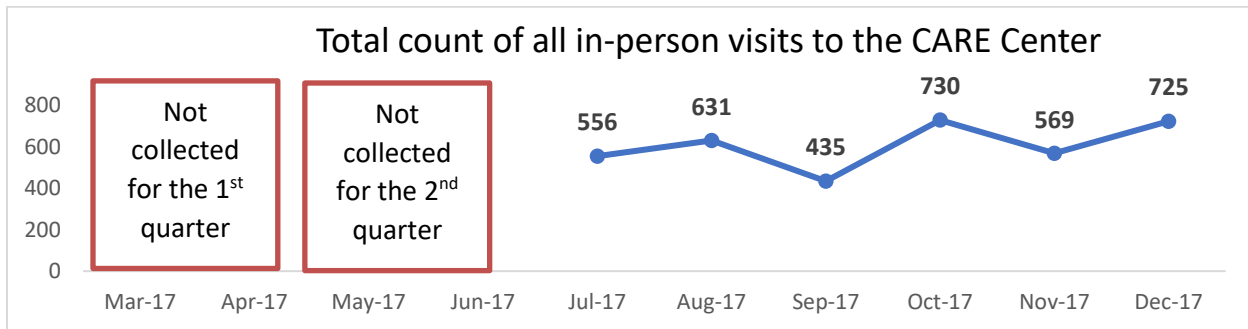
Numbers of People Seen and Services Provided

The outcome target numbers from the original plan were for the CARE Center to serve an average of 75 unique individuals per quarter by the end of year one (12/31/17), 113 per quarter by the end of year two (12/31/18), and 128 per quarter by the middle of year three (6/30/19).

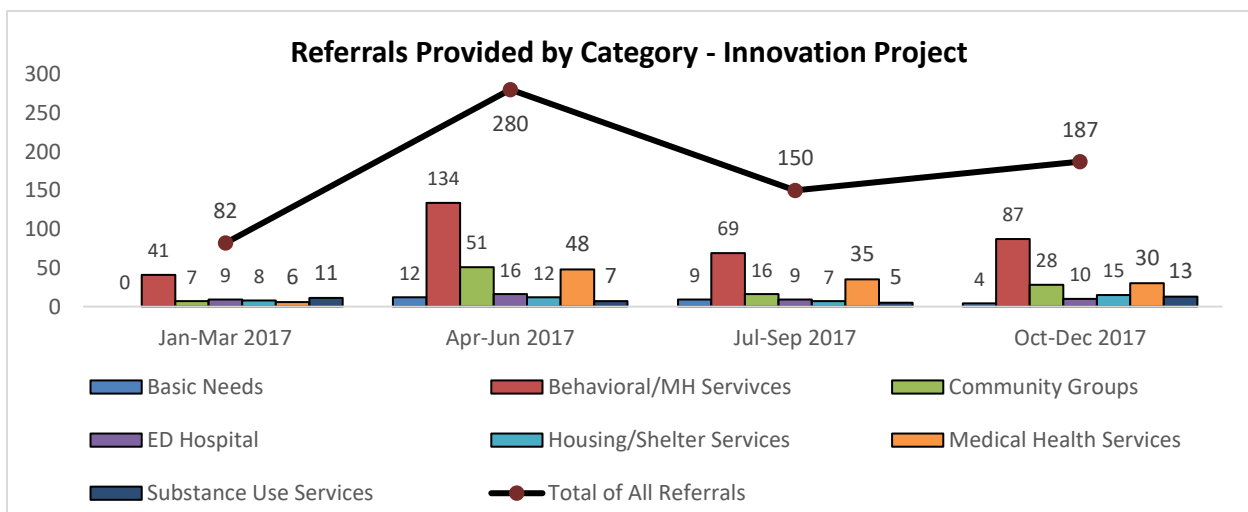
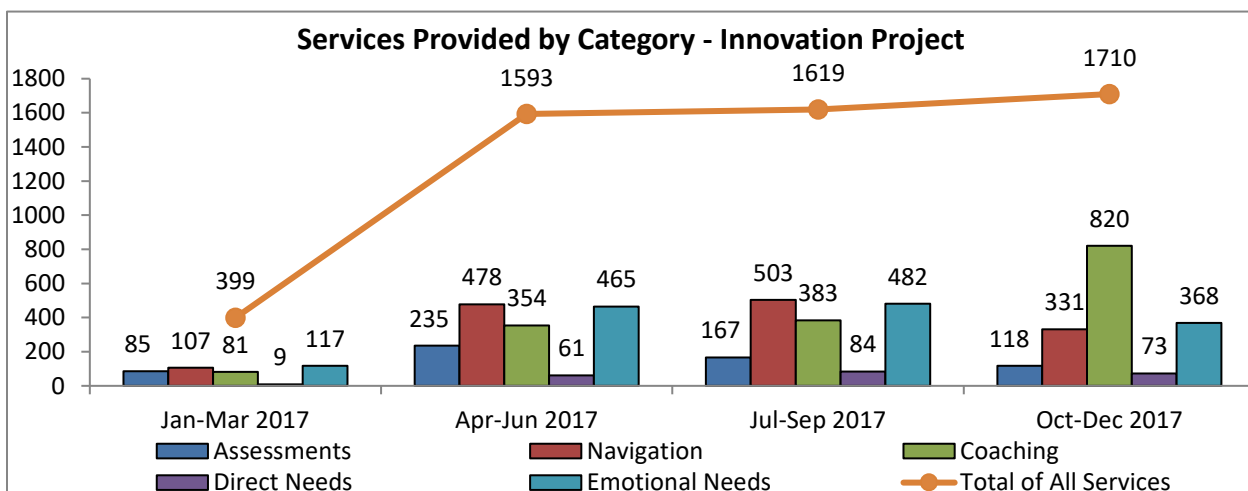


The target for year three was surpassed in the second quarter that the CARE Center was open. The quarterly average as of the end of year one is 186 unique individuals, which is 248% of the year one target, and 145% of the year three target number.

Due to this much higher utilization of the Care Center than was originally anticipated, the number of in-person visits were tracked beginning July 2017 (phone contacts are not counted). Dividing the number of visits per quarter by the unique number of individuals served each quarter, each person visited the CARE Center an average of 7 to 10 times per quarter.

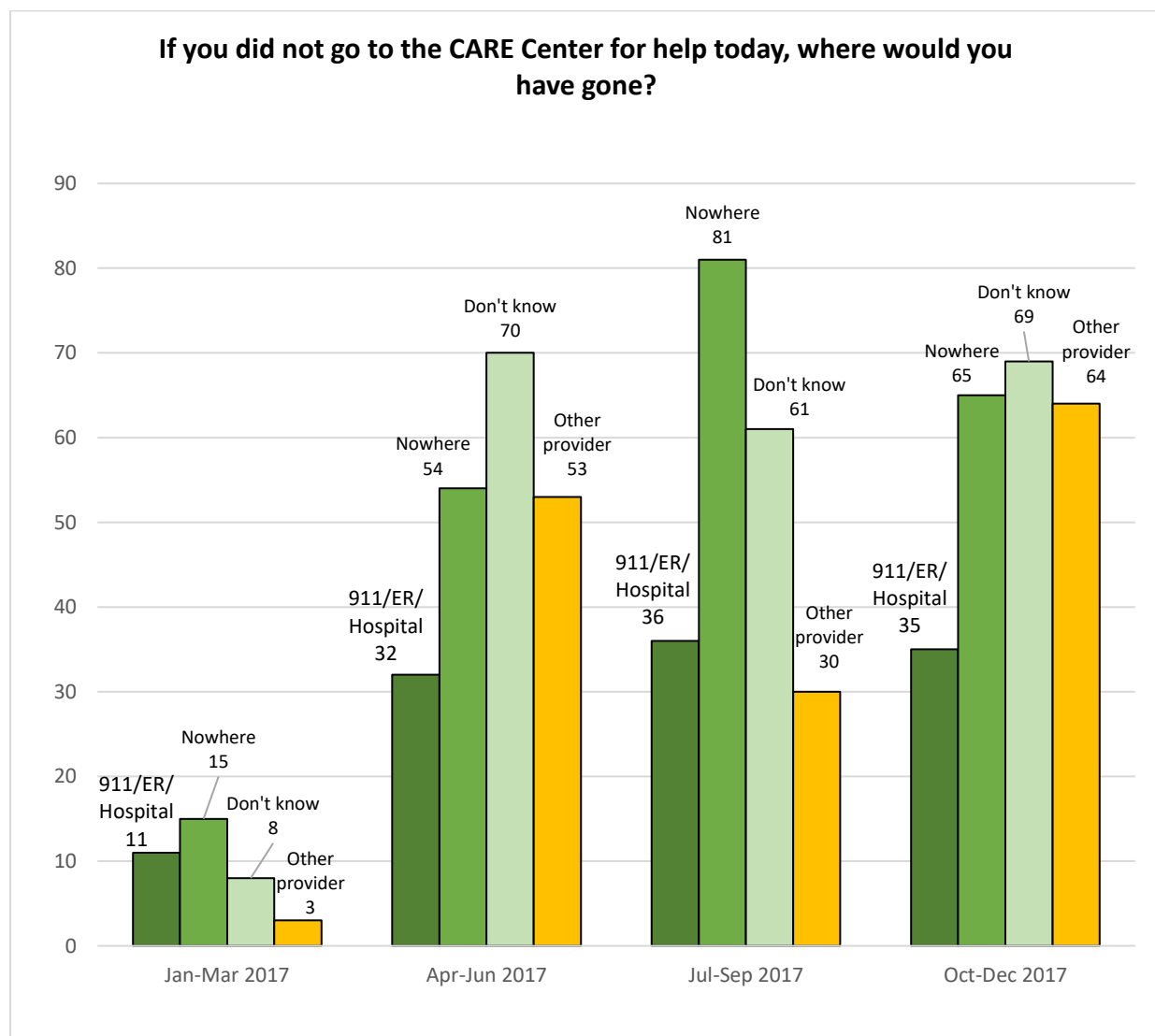


During these visits, people are provided with direct services from the CARE Center staff, and given any needed referrals for other services not offered at the CARE Center.



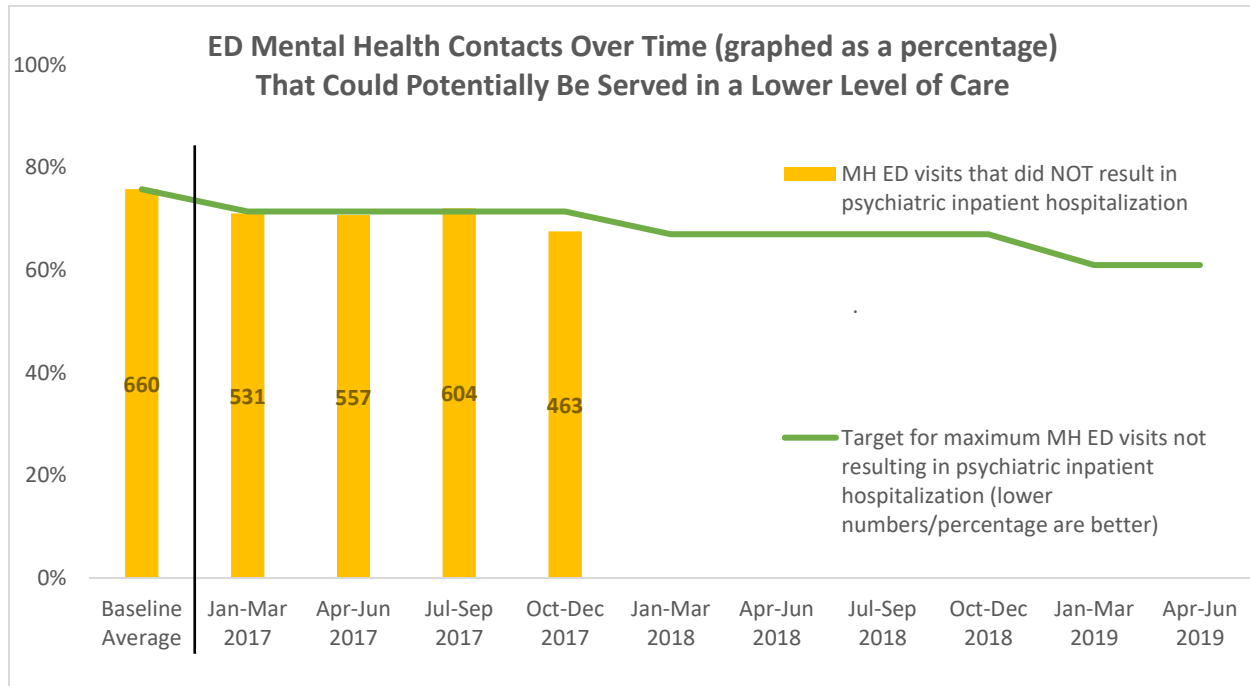
Measuring the Impact

One of the stated goals for this Innovation project is to reduce the numbers of hospital emergency department visits for mental health services, specifically those visits where a lower level of care is more appropriate. To help measure this, each person who visits the CARE Center was asked where they would have gone if the CARE Center was not available. Less than 30% specifically stated they would have called 911 or gone to the hospital if the CARE Center was not available (outcome target is 50%). However, if the numbers of people who did not know where else they would have gone, or those who simply wouldn't have sought help, are also taken into consideration (as it is likely that at least some portion of them may have ended up at the hospital), the numbers increase to the CARE Center providing 65-85% of the people they served a more appropriate, lower level of care in the place of an emergency department visit.

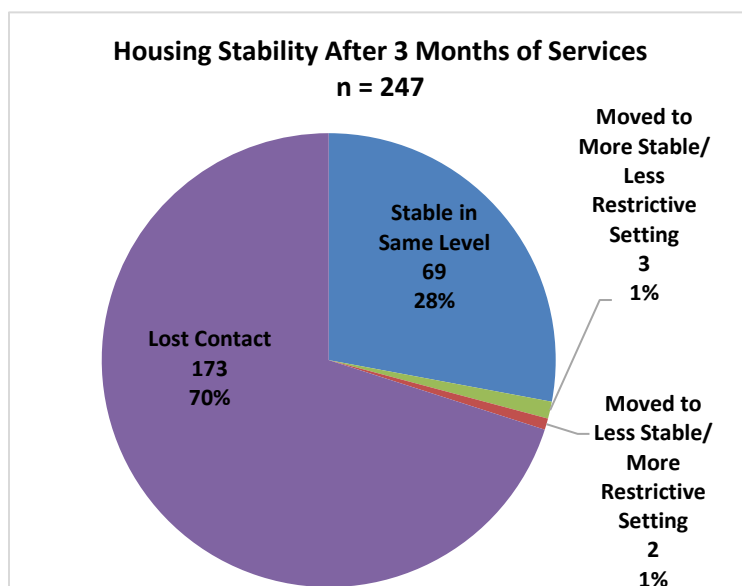


Data reported by the emergency departments to the California Office of Statewide Health Planning and Development was also reviewed, to compare numbers and percentages of emergency visits for mental health reasons over time. A baseline of quarterly numbers was created from calendar years 2015 and

2016 data, with the goal of reducing the number of emergency department visits for mental health issues that did not result in psychiatric inpatient hospitalization by 20% at the end of year one, 35% by the end of year two, and 50% by the mid-point of year three. The logic for this is that people who do not require intensive, inpatient services may be able to have their mental health needs more appropriately met with a lower level intervention in a less stressful setting. Data at the end of year one demonstrates meeting this goal so far, and testing verifies there is strong statistical significance to this trend (two-sample Wilcoxon rank-sum test shows $p=0.0000$, comparing 6974 observations pre-CARE Center opening to 3057 observations post-CARE Center opening).



Other measures were selected to help track the impact and effectiveness of CARE Center services on individuals. Baseline information on housing status, number of emergency department visits, number of



arrests and number of psychiatric inpatient hospitalizations was requested for the 6-month period before each person's first visit to the CARE Center. Follow-up data at 3 months after and 6 months after that first CARE Center visit were then also requested.

Data collection for these measures is still being refined, but the available data at the end of year one reveals strong statistical significance ($p=0.0000$) to only one of these measures – the 3-month follow-up on housing status/stability.

Moving Forward into Year Two

It is clear the CARE Center is providing vital services and referrals to members of the Shasta County community, particularly in filling a gap between traditional outpatient services during standard business hours, and emergency department visits. From the data collected so far, it appears that the work being done at the CARE Center is having a positive and meaningful impact on reducing mental health visits to the local emergency departments. The CARE Center is successfully providing a lower cost, more appropriate level of care to meet the mental health needs of people, especially during days and times when they would otherwise have very few options besides the local emergency departments. Sustainability for this project at the end of the Innovation pilot project is already being explored by HHSA, with various funding options being considered.

As mentioned above, some data collection is still being refined. CARE Center staff report that trying to follow-up with individuals after 6 months is extremely difficult, with loss of contact severely curtailing the amount of data that can be collected. Considering the lack of statistical significance for any of the 6-month measures so far, it may be in the best interests of the project to cease tracking at the 6-month period, and focus on clean data collection at the time of first CARE Center contact and 3-months after. Additionally, extending the length of this pilot in order to collect additional data points may reveal trends with greater statistical significance.

Additional Detailed Information

For more information about the specifics of the demographics for the people served by the CARE Center, the granular break-down of types of services and referrals provided, or all the specific individual outcome measurements, please see the “CARE Center Activity Report – Innovation Project” report dated 3/9/18. To review the methodology and numbers tracked on emergency department visits, please see the “Innovation Project Outcome Tracking – Shasta County Emergency Department Contacts over Time” report dated 2/20/18.

Innovation Project Outcome Tracking – Shasta County Emergency Department Contacts over Time

There will be many factors behind these numbers and their change over time, and it is not the intent to presume that the Innovation Project will be solely responsible for those changes. However, emerging trends could indicate potential project success or failure.

Some emergency department visits for mental health issues are necessary, appropriate and unavoidable, particularly in cases when medical clearance is needed prior to an inpatient psychiatric hospitalization. Other visits (although not all) may be better served at a lower level of care in a less stressful setting. Using this philosophy, emergency department visits for mental health issues have been divided up into two categories: non-divertible (those ending with psychiatric inpatient hospitalization where the level of care is obviously appropriate) and potentially divertible (those which could possibly have been seen elsewhere and had their mental health needs met in a lower level of care).

Looking at numbers from the Shasta County hospitals with emergency departments for calendar year 2015 and 2016, the average is 660 potentially divertible contacts for mental health issues (76%), and 211 non-divertible (24%) each quarter.

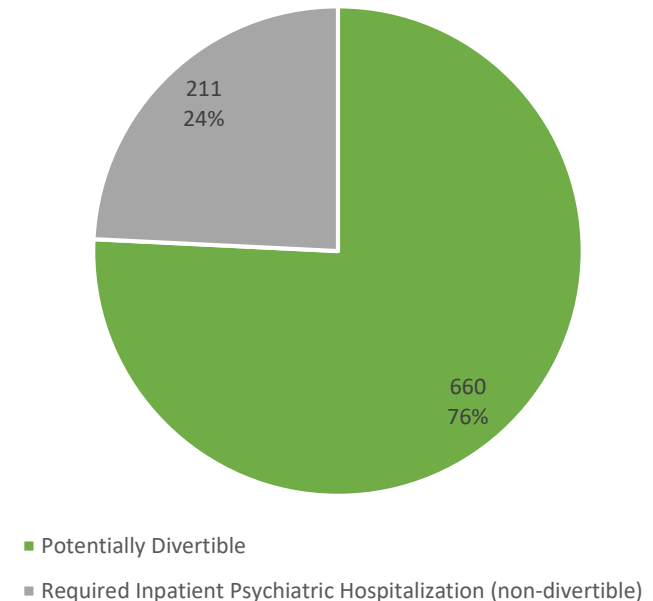
One of the goals for the Innovation Project, as approved by the state MHSOAC office and the Shasta County Board of Supervisors, is to reduce emergency department visits for mental health issues over time by the following amounts:

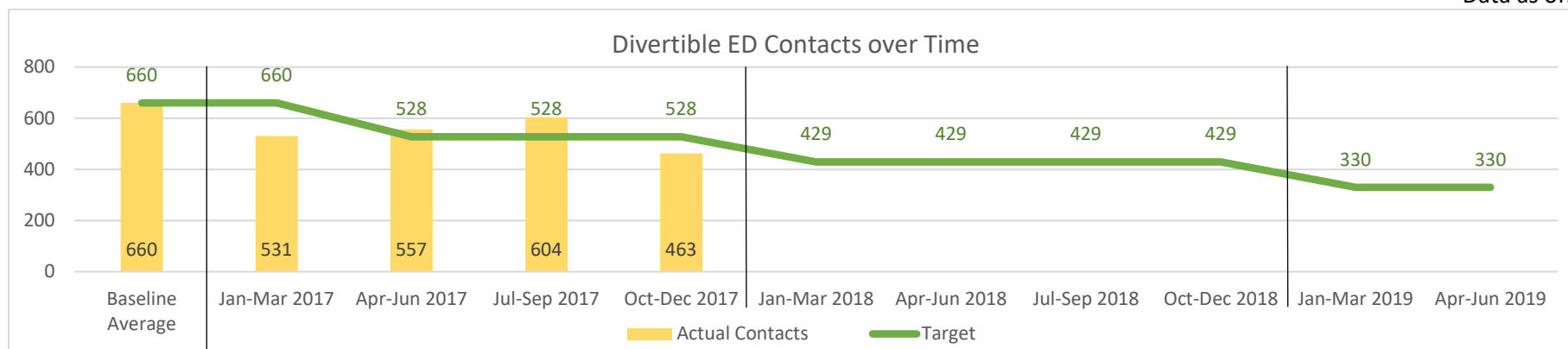
- At the end of year one – reduced by 20%
- At the end of year two – reduced by 35%
- By the mid-point of year three – reduced by 50%

Using the historical data, and applying these percentages, the goals for the emergency department contacts calculate out to the following:

- For the quarter ending 12/31/17 – potentially divertible ED contacts should equal 528 or fewer
- For the quarter ending 12/31/18 – potentially divertible ED contacts should equal 429 or fewer
- For the quarter ending 6/30/19 – potentially divertible ED contacts should equal 330 or fewer

CY 2015 & 2016 - Quarterly average of ED contacts for mental health issues

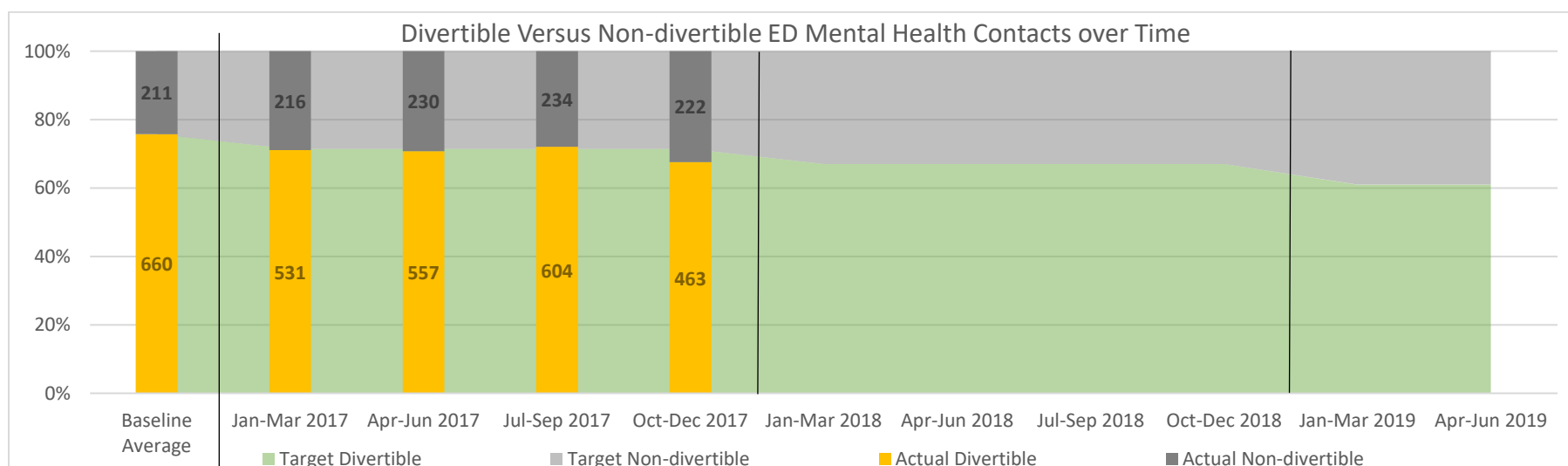




There may be additional factors to overall emergency department contact numbers which will make tracking just the hard number of contacts misleading (for example, if overall numbers of all ED contacts increase greatly, it may appear as if very few or none are being diverted). Tracking the percentage of divertible versus non-divertible mental health contacts could potentially be more revealing.

Assuming the average number of non-divertible contacts is constant, and applying the calculated number of divertible contacts for each time period that are the goal, the percentages of non-divertible versus divertible should change as follows:

- For the quarter ending 12/31/17 – 29% non-divertible to 71% divertible (211 vs. 528)
- For the quarter ending 12/31/18 – 33% non-divertible to 67% divertible (211 vs. 429)
- For the quarter ending 6/30/19 – 39% non-divertible to 61% divertible (211 vs. 330)



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-14.

SUBJECT:

Northern Valley Catholic Social Service, Inc. Cal-Learn Agreement

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

DEPARTMENT CONTACT: Melissa Janulewicz, Branch Director, HHSA Regional Services, (530) 245-7638

STAFF REPORT APPROVED BY: Melissa Janulewicz, Branch Director, HHSA Regional 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 Northern Valley Catholic Social Service, Inc., (NVCSS) in an amount not to exceed \$70,000 to provide Cal-Learn case management services for the period July 1, 2018, through June 30, 2019.

SUMMARY

As a strategy for reducing teen pregnancy rates and long-term public assistance dependency, the Cal-Learn program, established by Senate Bill 35 (Chapter 69, Statutes of 1993) and SB 1078 (Chapter 1252, Statutes of 1993), requires counties to provide case management services to pregnant and parenting teens.

DISCUSSION

Research has shown a strong connection between teenage parenting and long-term public assistance dependency. The Cal-Learn program was established to address the unique educational, vocational, training, health and other social services needs of pregnant or parenting teens to help them achieve self-sufficiency. Statewide statistics demonstrate that pregnant and parenting teens who receive Cal-Learn services are more likely to obtain their high school diploma or pass the General Education Development (GED) examination, which makes them more competitive in the job market, enables them to continue their education past high school, and leads to economic self-sufficiency and independence from government aid. The California Department of Social Services mandates Cal-Learn services be provided as part of the CalWORKs program and requires coordination of Cal-Learn services with those provided through the Adolescent Family Life Program (AFLP). NVCSS is the only AFLP provider in Shasta County. Under this agreement, NVCSS will provide Cal-Learn services that include assessing participant support and parenting skill needs, developing comprehensive support and education plans, monitoring the progress of each participant, and providing for child care, transportation, and ancillary expenses such as textbooks.

During the period of May 1, 2016 through April 30, 2018, 73 pregnant or parenting teens were referred for Cal-Learn program services through NVCSS and 42 financial rewards were issued to those meeting and/or exceeding the educational guidelines pursuant to Cal-Learn policy. In addition, for this period, 89% or 16 of a possible 18 high school graduation (HSG) eligible

participants received their High School Diploma and 100% of participants who took the GED test, received their GED certificate. Of the 73 pregnant or parenting teens none experienced a subsequent pregnancy while in the program and 5 went on to enroll in post-secondary education.

The agreement also authorizes the County’s Director of Health and Human Services Agency or his designee to approve agreement budget amendments in excess of 10 percent of the total Budget Category or across existing Budget Categories, that do not cause an increase to the maximum amount payable and provided the amendments are in substantially the same format as the County’s standard format amendment contained in Administrative Policy 6-101 (*Shasta County Contracts Manual*).

ALTERNATIVES

The Board could choose not to approve the agreement, may approve with modified terms, 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. This recommendation has been reviewed by the County Administrative Office.

FINANCING

The Health and Human Services Agency’s FY 2018-19 requested Budget includes sufficient appropriation authority for the activities described in this agreement. There are no additional County General Funds are requested.

ATTACHMENTS:

| Description | Upload Date | Description |
|-------------|-------------|-------------|
| Agreement | 6/18/2018 | Agreement |

**SUBAWARD AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.**

This subaward agreement ("Subaward") 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 Northern Valley Catholic Social Service, Inc., a California Corporation ("Subrecipient"), (collectively, the "Parties" and individually a "Party") for the provision of Cal-Learn case management services.

Section 1. DEFINITIONS.

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

ALFP means the Adolescent Family Life Program. The AFLP standards may be found at <http://www.cdph.ca.gov/HealthInfo/healthyliving/childfamily/Documents/MO-AFLP-Standards.pdf>.

Ancillary Expenses means expenses a Participant needs to attend and/or graduate from high school or its equivalent. This includes, but is not limited to, schoolbooks, General Education Development ("GED") testing costs, graduation gowns, and laboratory fees.

Bonus Payment means a payment of money that is made to a Participant making satisfactory progress in the Participant's Individual Case Plan ("ICP").

Cal-Learn is a program established to address the unique educational, vocational, training, health, and other social service needs of Participants to help them achieve self-sufficiency.

Cal-Learn Handbook means the internal policies and procedures that provide direction to County and Subrecipient staff about Cal-Learn case management.

Cal-Learn Teen Updates Report means a written report that states the status of the ICP plus all other planned tasks and activities, including findings, problems, recommendations, and successes, planned changes to methodology, explanation for determinations of good cause for failure to demonstrate adequate progress, and referrals to other programs and agencies.

CalWORKs/Cal-Learn Transmittal Form means a collaboratively developed document that transmits information between County and Subrecipient.

CalWORKs Management Council is organized and sponsored by the County, and whose membership is made up of people from a variety of community organizations and other County departments. The CalWORKs Management Council meets quarterly to discuss the needs and resources available to assist Shasta County CalWORKs Participants' transition from public assistance to self-sufficiency through employment.

CDSS means the California Department of Social Services.

Corrective Action Plan ("CAP") is submitted by Subrecipient when the expected outcome(s) prescribed in Section 2.B.(1) of this Subaward, was (were) not achieved. The CAP shall include, but not limited to: 1) an explanation of why the expected outcome(s) was (were) not achieved; 2) what circumstances and/or trends led to not achieving the expected outcome(s); 3) the action step(s) to be taken to ensure the expected outcome(s)

is(are) achieved during the next quarter; 4) the name(s) of the staff responsible for monitoring the progress; and 5) the date progress is to be reviewed.

County Fiscal Year means the 12-month period, which commences on July 1st and ends June 30th of the following calendar year.

Deferral from Participation means a Participant who is not required to participate in the Cal-Learn Program in accordance with the deferral criteria as set forth in the CDSS Manual of Policies and Procedures ("MPP") Section 42-763.3. A deferred Participant receives case management services, if available, but is not subject to Sanctions, and is not eligible for Bonus Payments or Supportive Services.

ETW means a County Cal-Learn Employment and Training Worker.

Exemption from Participation means a Participant who is not required to participate in the Cal-Learn program in accordance with the Cal-Learn exemption criteria as set forth in MPP Section 42-763.2. An exempt Participant receives no Supportive Services and is neither subject to Sanctions nor eligible for Bonus Payments.

FAFSA means Free Application for Federal Student Aid. This form is used to determine the amount of money a family is expected to contribute to the price of attending a postsecondary institution. The results of the FAFSA are used in determining student grants, work-study, and loan amounts.

GED means a General Education Development examination.

Good Cause means a determination for failure to demonstrate adequate progress in accordance with MPP Section 42-768.

ICP means an Individual Case Plan for a Participant that includes components such as, but not limited to, planned contacts and meetings and school report card submittal.

Lodestar is the Cal-Learn and AFLP case management information computer system (www.branaghgroup.com/lodestar).

MCAH means the Maternal, Child, & Adolescent Health program of the California Department of Public Health ("CDPH").

Monthly Meeting means a meeting held at least monthly, organized by Subrecipient, to discuss services, to review the progress of selected Participants, and to complete the Cal-Learn Teen Updates Report. Each Participant shall be discussed at least once per quarter. Subrecipient's Teen Services Manager and County's Employment Services Program Manager or his/her designee shall attend the Monthly Meeting.

MPP means the Manual of Policy and Procedures of the California Department of Social Services.

Participant means a pregnant teen or teenage parent who is receiving public assistance under the CalWORKs program and participating in the Cal-Learn program.

Program Manager means the County Employment Services Program Manager

Sanction means a reduction in the cash aid payment for a Participant based on the Cal-Learn sanction criteria as set forth in MPP Section 42-769.

SCOE means the Shasta County Office of Education.

STAT 45 means a statistical report completed monthly by Subrecipient and County and sent to CDSS upon completion.

Subrecipient means a non-federal entity receiving a Subaward from a pass-through entity to carry out part of a federal program.

Supportive Services means transportation, child care, and Ancillary Expenses needed by a Participant to attend his/her educational program.

Vehicle means Chrysler/Town & Country van with the Vehicle Identification Number ("VIN") 2A4RR4DE4AR162306.

Section 2. RESPONSIBILITIES OF SUBRECIPIENT.

Pursuant to the terms and conditions of this Subaward, Subrecipient shall:

A. Services.

Provide services to Participants in accordance with the Cal-Learn regulations found in MPP Sections 42-762 through 42-769 and the AFLP standards of MCAH, and as described herein:

- (1) Provide to County a current list of all personnel (full-time, part-time and volunteer) providing services pursuant to this Subaward within 30-days of the execution of this Subaward. The list shall include names, titles, telephone numbers, and work schedules. Subrecipient shall update the list as changes occur and provide an updated list to the County within 30-days of a change. The list shall be submitted to the County Employment Services Program Manager, at P.O. Box 496005, Redding, CA 96049-6005.
- (2) Maintain a maximum staffing ratio pursuant to AFLP standards of no more than 25 Participants to one (1) Cal-Learn Case Manager. Should the total case load drop to 25 or fewer Participants, Subrecipient shall adjust staffing levels to one (1) Cal-Learn Case Manager, based on Subrecipient's staffing standards.
- (3) Ensure that its Cal-Learn Case Managers are accessible to County staff during working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Subrecipient Holidays, as specified in **Attachment A**, Holiday Observance Schedule, attached and incorporated herein. Subrecipient shall submit the Holiday Schedule for County Fiscal Year 2019-2020 no later than June 15, 2019, and for County Fiscal Year 2020-2021 no later than June 15, 2020. The Holiday Schedules shall be submitted to County CalWORKs Employment Services Program Manager, at P.O. Box 496005, Redding, CA 96049-6005.
- (4) Train its Cal-Learn staff on Cal-Learn regulations.
- (5) Conduct an assessment and initiate services for each Participant within 15 working days of receipt of a Cal-Learn referral from County.
- (6) Conduct a universal screening for each Participant for parenting and home visitation services, including but not limited to Safe Care, Nurse-Family Partnership, Triple P, or other available evidence-based models available in

Shasta County within 15 working days of receipt of a Cal-Learn referral from County.

- (7) Develop a comprehensive ICP pursuant to MPP Section 42-766.3, for each Participant that includes, but is not limited to, planned contacts and meetings, and school report card submittal dates.
- (8) Meet with each Participant face-to-face at least once per month to monitor progress of the ICP.
- (9) Identify and authorize Supportive Services necessary for each Participant:
 - (a) Child Care.

Subrecipient shall complete a CalWORKs Child Care Transmittal, **Attachment B**, attached and incorporated herein, and forward to SCOE, for each Participant authorized for child care services.

(b) Transportation & Vehicle(s).

Subrecipient shall provide transportation services for Participants as necessary to provide Cal-Learn case management services. During the term of this Subaward, Subrecipient shall:

1. Maintain the registration of the Vehicle(s);
2. Obtain and maintain automobile insurance for the Vehicle(s);
3. Utilize the Vehicle(s) for the sole purpose of providing Cal-Learn case management services;
4. Maintain the Vehicle(s) in good repair at all times and perform routine maintenance per manufactures' recommended maintenance schedule;
5. Surrender the Vehicle(s) and transfer the registration of the Vehicle(s) to the County, prior to or upon termination of this Subaward and/or at such time the Vehicle(s) is not needed for programmatic reasons;
6. Require each Participant requesting transportation assistance to complete a Transportation Agreement, **Attachment C**, attached and incorporated herein, prior to authorizing the transportation assistance;
7. Provide a Mileage Reimbursement Log, **Attachment D**, attached and incorporated herein, to each Participant authorized for transportation assistance and inform the Participant that the Mileage Reimbursement Log must be completed and returned in order to receive payment;
8. Record each authorized transportation claim on a Supportive Services Payment Request form, **Attachment E**, attached and incorporated herein. Subrecipient shall collect, verify claims, and process authorized transportation and ancillary

expense claims each month and submit by the 15th of each month to the Health and Human Services Agency (HHSA) Business and Support Services – Fiscal, P.O. Box 496005, Redding, CA 96049-6005; and

9. Issue payments for Participant transportation claims, as authorized pursuant to this Subaward, each month according to the requirements of MPP Sections 42-750 and 42-765.

(c) Ancillary Expenses.

1. Subrecipient shall record each authorized Ancillary Expenses claim on a Supportive Services Payment Request form **Attachment E**, Subrecipient shall collect, verify claims, and process authorized transportation and ancillary expense claims each month and submit by the 15th of each month to HHSA Business and Support Services – Fiscal, P.O. Box 496005, Redding, CA 96049-6005; and
 2. Subrecipient shall issue payments for Participant Ancillary Expenses claims, as authorized pursuant to this Subaward, each month according to the requirements of MPP Sections 42-750 and 42-765.
- (10) Obtain school report cards from each Participant as outlined in the Participant's ICP.
 - (11) Provide post-secondary education counseling or referral for post-secondary education counseling services at, but not limited to, College Options, Shasta College, and Simpson University.
 - (12) Recommend to the ETW by using the CalWORKs/Cal-Learn Transmittal, **Attachment F**, attached and incorporated herein, and document reasons for recommendation, if a Participant is considered eligible for any of the following: 1) Bonus Payment; 2) Sanction; 3) Good Cause for a late school report card submission, failure to submit a report card, or failure to display adequate educational progress; 4) Deferral from Participation; and/or Exemption from Participation.
 - (13) Inform the ETW of a Participant's loss of Cal-Learn eligibility within three working days by telephone call or by the CalWORKs/Cal-Learn Transmittal, **Attachment F**, faxed to 530-225-5417.
 - (14) Report suspected welfare fraud to the ETW within 48-hours by using the CalWORKs/Cal-Learn Transmittal, **Attachment F**.
 - (15) Comply with the Subaward requirements described in **Attachment G, "Subaward Compliance"**, attached and incorporated into this Subaward.

B. Expected Outcomes.

- (1) Pursuant to the terms and conditions of this Subaward, Subrecipient shall:
 - (a) Ensure 80 percent of all graduation eligible Participants enrolled in high school receive their High School Diploma (HSD); and

- (b) Ensure 90 percent of all Participants, taking the GED examination, obtain their High School Equivalency certificate.
- (2) Subrecipient shall review outcomes monthly. For any quarter in which either an average of 80 percent of all graduation eligible Participants enrolled in high school do not receive their HSD, and/or an average of 90 percent of all Participants taking the GED examination **do not** obtain their High School Equivalency certificate, the Subrecipient shall develop and submit a CAP for the following quarter following quarter. The CAP shall be submitted to the CalWORKs Program Manager, P.O. Box 496005, Redding, CA 96049-6005. A CAP will be required for each quarter that the Subrecipient fails to meet either the 80 percent, and/or the 90 percent average for the expected outcomes as described above. For each County Fiscal Year, the CAP shall be submitted for the period of: (1) January through March by April 15; (2) April through June by July 15; (3) July through September by October 15; and (4) October through December by January 15. Failure to submit a satisfactory CAP shall result in a 25 percent reduction in the total reimbursement of expenses. This 25 percent reduction will be applied to the invoice submitted for the third month of the quarter in which CAP is in effect. The 25 percent reduction will apply as long as a CAP is in effect.

C. Meetings with County.

- (1) Coordinate and facilitate a Monthly Meeting with County at a date, time, and location mutually agreed upon by Subrecipient and County. If Subrecipient and County cannot mutually agree, County shall determine the date, time and location of the meeting;
- (2) Provide to County at the Monthly Meeting, a printed copy, listing Participants only, of the current Lodestar client roster;
- (3) Actively participate in the completion of the Cal-Learn Teen Updates Report, **Attachment H**, attached and incorporated herein, at each Monthly Meeting; and
- (4) Meet at least once each quarter during the term of this Subaward with the Program Manager or his/her designee(s) to update the Cal-Learn Handbook, with the update to be completed by June 30 of each County Fiscal Year.
- (5) Ensure, at a minimum, one representative shall consistently attend recurring CalWORKs Management Council meetings as scheduled.

D. Trainings and Reports.

- (1) Provide at a minimum, one in-service training at County's request, regarding Subrecipient's Cal-Learn case management policies and procedures. Subrecipient and County shall mutually agree upon the topic, date, time, and location of the in-service training. If Subrecipient and County cannot mutually agree, County shall determine the topic, date, time, and location of the in-service training;

- (2) Provide a training report ("Training Report") that summarizes training given to County staff by Subrecipient's staff and training attended by Subrecipient's staff using the Cal-Learn Staff Training Report, **Attachment I**, attached and incorporated herein. The Training Report shall be submitted by July 15 of each County Fiscal Year to the County Employment Services Program Manager at P.O. Box 496005, Redding, CA 96049-6005;
 - (3) Complete parts A through D of the Cal-Learn Program Teen Parent Monthly Status Report ("STAT 45"), **Attachment J**, attached and incorporated herein, and submit it monthly to the County Welfare-to-Work Program Analyst at P.O. Box 496005, Redding, CA 96049-6005, by the 15th of the month following the report month.
- E. As required by Government Code section 7550, each document or report prepared by Subrecipient for or under the direction of County pursuant to this Subaward shall contain the numbers and dollar amount of this Subaward and all subcontracts under this Subaward relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this Subaward or subcontracts, the disclosure section may also contain a statement indicating that the total Subaward amount represents compensation for multiple documents or written reports. Subrecipient shall label the bottom of the last page of the document or report as follows: department name, Subaward number, and dollar amount. If more than one document or report is produced under this Subaward, Subrecipient shall add: "This [document or report] is one of [number] produced under this Subaward."
- F. **Record Keeping/Reporting.**
 - (1) Subrecipient shall 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 Subrecipient pursuant to this Subaward; and (ii) records concerning the services provided pursuant to this Subaward, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Sections 2.A., 2.B., and 2.C. of this Subaward (collectively, the "Subaward Agreement Records"). All Subaward Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Subaward Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this Subaward, or until all audits for compliance with the terms, conditions, and specifications of this Subaward are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this Subaward.
 - (2) Subrecipient shall provide all information pertaining to this Subaward necessary for reports required by County, and by the state or federal government. Subrecipient shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this Subaward.
 - (3) Subrecipient shall provide financial information and/or records pertaining to Subrecipient agency including, but not limited to: audited financial

statement from audit performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Subrecipient'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, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Subrecipient shall fully cooperate with County in providing any financial information and/or records requested by County concerning this Subaward. This Section shall survive the termination, expiration or cancellation of this Subaward for the period of time necessary to submit all required financial reporting to County as prescribed herein.

- (4) Subrecipient shall provide monthly summary reports ("Summary Report(s)") using **Attachment K**, attached and incorporated herein, which shall include, but not be limited to, the following:
 - (a) Total number of referrals received from CalWORKs for Cal-Learn services;
 - (b) Total number of teen parents screened/referred for other Home Visitation Services;
 - (c) Total number of teen parents who graduated from high school or attained a GED and also completed a FAFSA;
 - (d) Total number of teen parents who graduated from high school or attained a GED and also enrolled in post-secondary education; and
 - (e) Total number of teen parents with repeat pregnancies.

The Summary Report(s) shall be due on the 15th of the month following the report month, and shall be submitted to the County CalWORKs Employment Services Manager at P.O. Box 496005, Redding, CA 96049-6005. The Summary Report(s) due on July 15, 2019 shall include the annual totals for the preceding 12-month period (July - June).

G. Grievances.

Subrecipient shall 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 Subaward. A copy of Subrecipient's Grievance Procedures shall be provided to County upon request for County's pre-approval prior to use. County's Director of Health and Human Services Agency ("Director") shall be notified in writing by Subrecipient within 10 days of:

- (1) Learning of the grievance and nature thereof; and
- (2) Resolution of a grievance or conclusion of the grievance process, including the results of such. Subrecipient shall, within 10 business days of the

resolution or conclusion of the grievance process, report in writing to the Director how the grievance was resolved or concluded.

H. Investigation of Illegal Use of Subaward Funds.

- (1) Subrecipient shall take reasonable steps to prevent the illegal use of Subaward funds. Subrecipient agrees to notify County of any suspected illegal use of Subaward funds. Subrecipient shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Subrecipient shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of Subaward funds.
- (2) Subrecipient shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Subrecipient'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 Subaward funds.

I. Staff and Volunteers.

Subrecipient shall ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this Subaward receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

J. Acknowledgement.

Subrecipient shall acknowledge the funding source of all activities undertaken pursuant to this Subaward 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 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Subrecipient as prescribed in Sections 4 and 5 of this Subaward and monitor the outcomes achieved by Subrecipient;
- B. Monitor and evaluate Supportive Services paid for by Subrecipient;
- C. Develop a referral form for the purpose of referring eligible CalWORKs Participants to Subrecipient;
- D. Utilize County developed referral form to refer eligible Participants to Subrecipient;
- E. Review Subrecipient's recommendations for Bonus Payments; Sanctions; Good Cause findings as to late report card submissions, failures to submit a report card, and failures to display adequate educational progress; Deferrals from Participation; and Exemptions from Participation;
 - (1) Determine if the recommendations are appropriate;

- (2) Inform Subrecipient of that determination by CalWORKs/Cal-Learn Transmittal, **Attachment F**; and
 - (3) Award the Bonus Payments and impose the Sanctions found appropriate by County.
- F. Actively participate in the Monthly Meetings and participate in the completion of the Cal-Learn Teen Updates Report;
- G. Request, as needed, one in-service training for County staff from Subrecipient;
- H. Provide at least one in-service training, upon Subrecipient request, for Subrecipient's staff regarding CDSS MPP Cal-Learn regulations and any program changes that may affect the Participants; and
- I. Within 10-days of discovery, using a CalWORKs/Cal-Learn Transmittal form, **Attachment F**, notify Subrecipient when a Participant becomes ineligible for the Cal-Learn program.
- J. Review CAP, if required, pursuant to Section 2.B. of this Subaward. The CalWORKs Program Manager or HHSA Branch Director shall determine if the CAP submitted is to be considered satisfactory.
- K. Monitor the outcomes achieved by Subrecipient.

Section 4. COMPENSATION.

- A. In accordance with the budget ("Budget") as prescribed in **Attachment L** of this Subaward, attached hereto and incorporated by this reference, County shall pay to Subrecipient, a maximum of \$70,000 for County Fiscal Year 2018-19.
- B. In no event shall the maximum amount payable under this Subaward exceed \$70,000.
- C. Subrecipient's violation or breach of Subaward terms may result in fiscal penalties, withholding of compensation, or termination of this Subaward.

Section 5. BILLING AND PAYMENT.

- A. Subrecipient shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of business for the services rendered and costs incurred, accompanied by an Invoice/Expenditure Report, **Attachment M**, attached and incorporated herein., County shall pay Subrecipient within 30 days of receipt of Subrecipient's correct and approved billhead or invoice For the purposes of compensation in accordance with the Budget, the following shall apply:
 - (1) **Direct Costs.**
 - (a) Wages and Benefits related to the program or services provided pursuant to this Subaward shall be directly charged by itemizing

name, title of staff, rate of pay per time period, number of time periods, and total for the month.

- (b) Operating expenses and equipment that are directly attributable to the program or services provided pursuant to this Subaward shall be directly charged at actual cost.

(2) Indirect Costs.

Indirect costs related to the program or services provided pursuant to this Subaward that cannot be specifically attributable to a particular aspect of the program or services provided pursuant to this Subaward, shall be billed not to exceed 15% of expenses.

(3) Capital Assets.

For the purposes of this Subaward, a “Capital Asset” is property, other than real property, that is: (1) tangible in nature; (2) has an extended useful life of at least one year; (3) is not a repair part or supply; and (4) has, at the time of acquisition, a value of at least \$5,000. Capital Asset purchases or capital expenditures of \$5,000 or more to be made with Subaward funds require the prior written approval of County. In addition, all Capital Assets, capital expenditures, and all other property and services purchased with Subaward funds, shall be procured specifically for this Subaward and shall benefit the Cal-Learn case management services exclusively. Subrecipient shall maintain, and submit to County every three months during the term of this Subaward and upon termination, expiration, or cancellation of this Subaward, a detailed list of Capital Assets purchased with Subaward funds. All Capital Assets purchased with Subaward funds, are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any Capital Assets purchased with Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any Capital Asset purchased with Subaward funds. Subrecipient shall, at Subrecipient’s sole expense, within 10 days of County’s demand, return all Capital Assets demanded by County.

(4) Computers and Computer Related Equipment.

Pursuant to Federal and State Regulations, the State of California Health and Human Services Data Center (HHSDC) must pre-approve any computer(s) or computer-related equipment (including software) purchases. Subrecipient shall submit a written request to County before purchasing any computer(s) or computer-related equipment (including software) with Subaward funds. County shall seek approval from the HHSDC and notify Subrecipient of the results in a timely manner. Subrecipient shall maintain, and submit to County every three months during the term of this Subaward and upon termination, expiration, or cancellation of this Subaward, a detailed list of any computer(s) or computer-related equipment (including software) purchased with Subaward funds. Any computer(s) or computer-related equipment (including software) purchased with Subaward funds are

the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any computer(s) or computer-related equipment (including software), purchased with Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any computer(s) or computer-related equipment (including software), purchased with Subaward funds. Subrecipient shall, at Subrecipient's sole expense, within 10 days of County's demand, return any computer(s) or computer-related equipment (including software) demanded by County.

- B.** Compensation under this Subaward shall be reduced by Applicable Subrecipient Revenues. The term "Applicable Subrecipient 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 Subrecipient's compensation under this Subaward (such as, but not limited to: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that Applicable Subrecipient Revenues, accruing or received by Subrecipient relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.
- C.** County will not compensate Subrecipient for direct or indirect costs exceeding budget line items unless prior written permission from County to exceed the particular budget line item has been received by Subrecipient. Subrecipient may make line item shifts within a Budget Category without County approval as long as the adjustment, in aggregate, does not exceed 10 percent of the Budget Category total and does not increase total compensation payable under this Subaward. The HHS Director, or his/her designee, must provide prior written approval by way of an amendment to this Subaward pursuant to Section 8.B. for budget adjustments which are (1) in excess of 10 percent of the total Budget Category, or (2) across existing Budget Categories.
- D.** Should County, or the state or federal government, disallow any cost claimed by Subrecipient, Subrecipient 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 SUBAWARD.

The term of this Subaward shall be for one year beginning July 1, 2018 and ending June 30, 2019. Should Parties not renew the Subaward, Subrecipient shall: 1) for the period ending June 30, 2019, submit the final invoice as required by Section 5.A of this Subaward; 2) the final Cal-Learn Staff Training Report as required by Section 2.C(2) of this Subaward; the final Summary Report as required by Section 2.C(3) of this Subaward;

and the final Cal-Learn Program Teen Parent Monthly Status Report as required by Section 2.C(4) of this Subaward, which shall be due July 15, 2019.

Section 7. TERMINATION OF SUBAWARD.

- A.** If Subrecipient materially fails to perform Subrecipient's responsibilities under this Subaward to the satisfaction of County, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipient's responsibilities under this Subaward, or if Subrecipient violates any of the terms or provisions of this Subaward, then County shall have the right to terminate this Subaward effective immediately upon the County giving written notice thereof to Subrecipient. If termination for cause is given by County to Subrecipient and it is later determined by County that Subrecipient 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 Subaward without cause on 30 days' written notice.
- C.** County may terminate this Subaward immediately upon oral notice should funding cease or be materially decreased during the term of this Subaward.
- D.** Either Party may terminate this Subaward immediately upon oral notice should either Party be unable to comply with the obligations of this Subaward 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 either Party's control.
- E.** County's right to terminate this Subaward 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 Subaward be terminated, Subrecipient shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Subaward.
- G.** If this Subaward is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE SUBAWARD; AMENDMENTS; HEADINGS; ATTACHMENTS/ EXHIBITS/APPENDICES.

- A.** This Subaward supersedes all previous Subawards relating to the subject of this Subaward and constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Subaward, Subrecipient relies solely upon the provisions contained in this Subaward and no others.
- B.** No changes, amendments, or alterations to this Subaward 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 Subaward, as well as budget amendments which are (1) in excess of 10 percent of the total Budget Category, or (2) across existing Budget Categories and do not cause an increase to the maximum amount payable under this Subaward may be agreed to in writing between Subrecipient 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 Subaward are for reference purposes only and shall not affect the meaning or construction of this Subaward.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Subaward and the provisions of any of this Subaward's attachments, exhibits or appendices, the provisions of this Subaward shall govern.

Section 9. NONASSIGNMENT OF SUBAWARD; NON-WAIVER.

Inasmuch as this Subaward is intended to secure the specialized services of Subrecipient, Subrecipient 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 Subaward shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF SUBRECIPIENT.

Subrecipient shall, during the entire term of this Subaward, be construed to be an independent Subrecipient, and nothing in this Subaward 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 Subrecipient performs the work or services that are the subject matter of this Subaward; provided, however, that the work or services to be provided by Subrecipient shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subrecipient 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 Subrecipient were a County employee. County shall not be liable for deductions for any amount for any purpose from Subrecipient's compensation. Subrecipient shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Subrecipient be eligible for any other County benefit. Subrecipient must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subrecipient's assigned personnel under the terms and conditions of this Subaward.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Subrecipient 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 Subaward by Subrecipient, or by any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this Subaward, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Subrecipient shall also, at Subrecipient's own expense, defend the County 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 Subaward by Subrecipient, or any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity. Subrecipient 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 Subrecipient'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 Subaward.

Section 12. INSURANCE COVERAGE.

- A.** Without limiting Subrecipient's duty of indemnification, Subrecipient 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 Subaward Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the 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.** Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipient's partner(s), subcontractor's partner(s), Subrecipient'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 Subrecipient 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 Subaward. Subrecipient hereby certifies that Subrecipient 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 Subrecipient shall comply

with such provisions before commencing the performance of the work or the provision of services pursuant to this Subaward.

- C. Subrecipient 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 Subrecipient pursuant to this Subaward.
- D. With regard to all insurance coverage required by this Subaward:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Subaward.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subrecipient or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Subaward and continue coverage for a period of three years after the expiration of this Subaward Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Subrecipient 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 Subaward.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta 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 Subaward 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 of 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) Subrecipient shall provide the County with an endorsement or amendment to Subrecipient's policy of insurance as evidence of insurance protection before the effective date of this Subaward.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Subaward. In the event any insurance coverage expires at any time during the term of this Subaward, Subrecipient 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 Subaward or for a period of not less than one year. In the event Subrecipient 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 Subaward, County may, in addition to any other remedies it may have, terminate this Subaward 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, Subrecipient shall provide County a certificate of insurance reflecting those limits.
- (8) Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- (9) Any of Subrecipient'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 13. SUBCONTRACTORS.

Subrecipient shall not subcontract any services to be provided under this Subaward without the prior written consent of County. Any subcontract entered into by Subrecipient in contravention of this provision without the prior written consent of County shall be void. Subrecipient 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. Subrecipient 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 14. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A.** If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipient's performance under this Subaward and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Subrecipient 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 Subaward.
- B.** Subrecipient 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.** Subrecipient 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).
- D.** Subrecipient 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.** Subrecipient 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, Subrecipient shall:
 - (1)** Require each of Subrecipient's employees, volunteers, contractors, subcontractors, and agents performing services under this Subaward 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 Subrecipient's employees, volunteers, contractors, 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.

- F. Subrecipient 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, Subrecipient shall:
 - (1) Require each of Subrecipient's employees, volunteers, contractors, subcontractors, and agents performing services under this Subaward 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.
- G. Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Subrecipient's employees, volunteers, contractors, 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.
- H. Any dispute between the Parties, and the interpretation of this Subaward, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Subrecipient 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 Subaward.
- B. Subrecipient 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. Subrecipient 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. In addition, Subrecipient shall comply with the conditions of **Attachment N**, attached and incorporated herein.
- D. Subrecipient represents that Subrecipient is in compliance with, and agrees that Subrecipient shall continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*), the Fair Employment and Housing Act (Government Code, §12900, *et seq.*), and the regulations and guidelines issued pursuant thereto.
- E. No funds or compensation received by Subrecipient under this Subaward shall be used by Subrecipient for sectarian worship, instruction, or proselytization. No

funds or compensation received by Subrecipient under this Subaward shall be used to provide direct, immediate, or substantial support to any religious activity.

- F. In addition to any other provisions of this Subaward, Subrecipient shall be solely responsible for any and all damages caused, and/or penalties levied, as a result of Subrecipient noncompliance with the provisions of this section.

Section 16. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Subaward for the purpose of auditing or examining the activities of Subrecipient or County. Except where longer retention is required by federal or state law, Subrecipient shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this Subaward.
- B. Subrecipient 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 Subaward. Subrecipient shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this Subaward. 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 Subaward.
- C. Subrecipient 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 Subaward. Subrecipient agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this Subaward if evidence exists of less than full compliance with this Subaward including, but not limited to, exercising a right of set-off against any compensation payable to Subrecipient.

Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 18. LICENSES AND PERMITS.

Subrecipient, and Subrecipient's officers, employees, agents performing the work or services required by this Subaward, 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 Subaward and constitutes grounds for the termination of this Subaward by County.

Section 19. PERFORMANCE STANDARDS.

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

Section 20. CONFLICTS OF INTEREST.

Subrecipient and Subrecipient'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 Subaward.

Section 21. NOTICES.

- A. Except as provided in Section 7.C. and 7.D. of this Subaward (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this Subaward 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 Regional Services
 Attn: Contracts Unit
 1506 Market Street
 Redding, CA 96001-1023
 Phone: 530-229-8319
 Fax: 530-225-5245

If to Subrecipient: Executive Director
 Northern Valley Catholic Social Service, Inc.
 2400 Washington Avenue
 Redding, CA 96001
 Phone: 530-241-0552
 Fax: 530-241-6457

- A. Any oral notice authorized by this Subaward shall be given to the persons specified in Section 21.A and shall be deemed to be effective immediately.
- B. Unless otherwise stated in this Subaward, any written or oral notice on behalf of the County as provided for in this Subaward may be executed and/or exercised by the County Executive Officer.

Section 22. SUBAWARD PREPARATION.

It is agreed and understood by the Parties that this Subaward has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this Subaward within the meaning of section 1654 of the Civil Code.

Section 23. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 24. PROPERTY TAXES.

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

Section 25. SEVERABILITY.

If any portion of this Subaward 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 Subaward, 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 Subaward are severable.

Section 26. COUNTY'S RIGHT TO 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 Subrecipient 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 Subrecipient or its subsidiaries.

Section 27. CONFIDENTIALITY.

- A.** The intent of this Subaward is for Subrecipient to provide Cal-Learn case management services. However, should specific information regarding County's clients become known to Subrecipient, the following confidentiality rules shall apply:
- (1)** Subrecipient shall comply with, and require all of Subrecipient'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 State of California Department of Social Services Manual of Policies and Procedures, which provide, in substance, that:
 - (a)** All applications and records concerning any client of County obtained, made, or kept by Subrecipient shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of the services to be provided under this Subaward, except as provided by law.
 - (b)** No person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - (c)** No person shall publish, disclose, or use, or permit or cause to be published, disclosed, or used, any confidential information pertaining to an applicant for or recipient of public social services, except as provided by law.
 - (2)** Subrecipient shall ensure all of Subrecipient's employees, volunteers, agents, and officers comply with the above provisions, and shall inform all of Subrecipient's employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- B.** During the term of this Subaward, 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 Subaward.

Section 28. SCOPE AND OWNERSHIP OF WORK.

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

Section 29. USE OF COUNTY PROPERTY.

Subrecipient shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Subrecipient's obligations under this Subaward.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Subrecipient have executed this Subaward on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Subaward 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

RISK MANAGEMENT APPROVAL


By: James Johnson
Risk Management Analyst III

SUBRECIPIENT

Date: 6.18.18


Cathy Wyatt, LCSW, Executive Director
Northern Valley Catholic Social Service, Inc.

On file
Federal Tax Identification Number

NORTHERN VALLEY CATHOLIC SOCIAL SERVICE
HOLIDAY OBSERVANCE SCHEDULE

2018

| Holiday | Date |
|----------------------------|------------------------------|
| Independence Day | Wednesday, July 4, 2018 |
| Labor Day | Monday, September 3, 2018 |
| Veterans Day | Monday, November 12, 2018 |
| Thanksgiving | Thursday, November 22, 2018 |
| NVCSS Thanksgiving Holiday | Friday, November 23, 2018 |
| NVCSS Christmas Holiday | Monday, December 24, 2018 |
| NVCSS Christmas Day | Tuesday, December 25, 2018 |
| NVCSS Christmas Holiday | Wednesday, December 26, 2018 |
| Office Closed (Unpaid) | Thursday, December 27, 2018 |
| Office Closed (Unpaid) | Friday, December 28, 2018 |

CalWORKs CHILD CARE TRANSMITTAL

| | | | |
|------------------------------|---|---------|--------------------------|
| 1 ST PARENT NAME: | PHONE: () | CASE #: | AID CODE: --select one-- |
| 2 ND PARENT NAME: | SANCTION CURE? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |

| | | |
|---|----------------------------|-----------|
| <input type="checkbox"/> END STAGE I CHILD CARE | END REASON: --select one-- | EFF DATE: |
|---|----------------------------|-----------|

| | | |
|--|------------------|---------|
| 1 ST PARENT ACT: --select one-- | EMPLOYER/SCHOOL: | HRS/WK: |
| 1 ST PARENT ACT: --select one-- | EMPLOYER/SCHOOL: | HRS/WK: |

| | | |
|--|------------------|---------|
| 2 ND PARENT ACT: --select one-- | EMPLOYER/SCHOOL: | HRS/WK: |
| 2 ND PARENT ACT: --select one-- | EMPLOYER/SCHOOL: | HRS/WK: |

TOTAL PROVIDERS FOR THIS CASE:

| | |
|------------------------|---------------|
| PRIMARY PROVIDER NAME: | PHONE () |
|------------------------|---------------|

| | |
|----------------------------------|--|
| TRANSMITTAL TYPE: --select one-- | <input type="checkbox"/> INCREASED HRS FOR SICK, SIP & HOLIDAYS APPROVED |
|----------------------------------|--|

| CHILD'S NAME: | SCHOOL NAME: | DATES OF CARE AUTHORIZED | DAYS OF WEEK CARE REQUIRED | SPECIFIC TIMES REQUIRED | MAX HRS./WK |
|---------------|--------------|--------------------------|----------------------------|-------------------------|-------------|
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |

COMMENTS:

| | |
|------------------------|---------------|
| PRIMARY PROVIDER NAME: | PHONE () |
|------------------------|---------------|

CalWORKs CHILD CARE TRANSMITTAL

| | |
|----------------------------------|--|
| TRANSMITTAL TYPE: --select one-- | <input type="checkbox"/> INCREASED HRS FOR SICK, SIP & HOLIDAYS APPROVED |
|----------------------------------|--|

| CHILD'S NAME: | SCHOOL NAME: | DATES OF CARE AUTHORIZED | DAYS OF WEEK CARE REQUIRED | SPECIFIC TIMES REQUIRED | MAX HRS./WK |
|---------------|--------------|--------------------------|----------------------------|-------------------------|-------------|
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |
| | | TO | | | |

COMMENTS:**RELEASE OF INFORMATION – VERBAL AUTHORIZATION**

Authorizes County to release to the Shasta County Office of Education or the child care provider named on this form information regarding my eligibility to any of the CalWORKs child care programs.

VERBAL AUTHORIZATION RECEIVED BY:

DATE:

NAME:

WKR #:

PHONE:

DATE:

TRANSPORTATION AGREEMENT**AUTOMOBILE CONDITIONS:**

Client: _____ Case #: _____ ETW: _____

1. Clients using vehicles must provide proof of:

☐ **CURRENT CA** driver's license #:_____, ☐ **CURRENT** Insurance, ☐ **CURRENT** Registration

2. Mileage logs must be filled out daily and signed in blue or black ink. Complete each line. Do not use ditto marks. They are signed in ink under penalty of perjury and returned to the CalWORKs office.
3. Clients living on the bus route who choose to use their own car, will be paid the bus rate per day or mileage, whichever is less.
4. Mileage is paid at \$.__ per mile. **PRIOR APPROVAL IS REQUIRED FOR ANY OUT OF COUNTY MILEAGE REIMBURSEMENT.**

METHOD OF TRANSPORTATION: ☐ own vehicle, ☐ borrowed vehicle with permission slip.

Client's Signature: Date

ETW Signature: Date

Case #:
Date:
Activity: Orientation/Appraisal

-- Choose One --

| | |
|-------------|--|
| | |
| | |
| | |
| | |
| Subtotal | |
| Tax (7.25%) | |
| Total | |

☐ HOLD FOR PICKUP ☐ RUSH

1. Supportive service requests up to \$399 can be approved by the ETW.
2. Supportive service requests from \$400 to \$799 require ETW & Supervisor's signatures.
3. Supportive service requests of \$800 and above require ETW, Supervisor & Program Manager's signatures.
4. All petty cash advances and reimbursements must have Program Manager approval. The maximum petty cash advance or reimbursement is \$50.00.

Date _____

Date _____

CalWORKs/Cal-Learn Transmittal

Date: _____

To: **ETW**

Case Name:

Client's Name: _____

Case #:

Mailing Address Change:

Physical Address Change:

Telephone Number Change: _____

2. Status Change:

-- Choose One --

Date:

Add to Grant eff.:

Reason:

3. Employment:

a. ☐ Employed☐ Placed

Employer: _____

Job Title: _____

Rate of Pay: \$ _____ Per:

Beginning Date: _____ Hours per week: _____

~~Cal-Learn~~

-- Choose One --

--- Reason/Recommendation: _____

Client will be exited effective:

Reason for exit: _____

If teen did not complete education, teen's current status:---

Current grade level: _____ Type of program: _____

Comments:

From: _____

Worker # _____

Phone # _____

I. Definitions.

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

- A. **Catalog of Federal Domestic Assistance Number (“CFDA#”)** means the identifying grant number.
- B. **Data Universal Numbering System Number (“DUNS#”)** means the unique nine-digit identification **number** assigned to the Subrecipient.
- C. **Federal Award Identification Number (“FAIN”)** identifies each federal award within an agency unique to each federal fiscal year. The federal fiscal year begins October 1 and ends September 30 of the following calendar year.
- D. **Federal Awarding Agency and Office** is the federal agency and office associated with the federal grant.
- E. **Subrecipient** means the **non-federal entity** (e.g., state or local government, or a nonprofit organization) receiving a subaward, from a pass-through entity (e.g., HHSA), to carry out part of a federal program, per 2 CFR part 200.

II. Uniform Guidance Pertaining to Federal Awards

Uniform administrative requirements, cost principles and audit requirements for federal awards are found in Title 2 of the Code of Federal Regulations (CFR) Part 200. Guidance specific to the programs administered by the federal Department of Health and Human Services can be found at 45 CFR Part 75 and guidance specific to programs administered by the federal Department of Agriculture can be found at 2 CFR Part 400, 415, 416, and 418.

III. Audit Requirement

- A. Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to HHSA;
- B. Pursuant to 2 CFR Part 200 – Subpart D, HHSA requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant’s report of Agreed Upon Procedures applied to the program expending the subaward.
- C. Submit financial reports and supporting documentation to County within 30 days of receipt to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005.

Subaward Compliance**Attachment G****I. Subaward Identifying Information**

| | |
|------------------------------------|--|
| Federal Awarding Agency and Office | US Department of Health and Human Services-Administration for Children and Families |
| FAIN | 1701CATANF (FY17) & 1801CATTANF (FY18) |
| Grant Title | Temporary Assistance for Needy Families (TANF) |
| Program Description | To assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two parent families. |
| CFDA# | 93.558 |
| Subrecipient | Northern Valley Catholic Social Service |
| DUNS# | 146491340 |

CalLearn Teen Updates Report

CalLearn Visits in _____

| Social Worker Name | | | | | | | | | | Meeting Date | |
|--------------------|---------------------|-------|------------|--------------|-------------|--------------|---------------------------------------|--|---------------------|--------------|--|
| Client Name | In School Yes/No | | Home Visit | Office Visit | Field Visit | Tel. Contact | Parenting/Home Visitation Services | | Type of Services | Comments | |
| | | Done | | | | | | | | | |
| | | Sched | | | | | | | | | |
| | | Done | | | | | | | | | |
| | | Sched | | | | | | | | | |
| | | Done | | | | | | | | | |
| | | Sched | | | | | | | | | |
| | | Done | | | | | | | | | |
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| | | Sched | | | | | | | | | |
| | | Done | | | | | | | | | |
| | | Sched | | | | | | | | | |

| TRAINING DATA | | | | | | | |
|-----------------------|------|------|------|------|------|------|------|
| | Name | Name | Name | Name | Name | Name | Name |
| Training description | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Monthly Total (hours) | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| YTD Total (hours) | | | | | | | |

[illegible]

Summary Reports

Attachment J

| Cal-Learn Program Teen Parent Monthly Status Report | | SEND ONE COPY OF THIS REPORT TO: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES Data Systems and Survey Design Bureau, M. S. 9-081 P.O. Box 944243 Sacramento, CA 94244-2430 | |
|--|-----------------|--|------|
| Shasta | Initial/Revised | MONTH | YEAR |
| PART A. TEEN PARENT STATUS | | | |
| 1. Teen parents whose Cal-Learn status was carried forward from last month (Item 1a plus or minus Item 1b) | | 1 | |
| a. Item 6 from last month | | 2 | |
| b. Adjustment to Item 1a (Positive or negative number) (Explain in Comments) | | 3 | |
| 2. Teen parents assigned a Cal-Learn status during the month | | 4 | |
| 3. Total teen parents with Cal-Learn status during the month (Item 1 plus Item 2) | | 5 | |
| 4. Teen parents who became exempt during the month | | 6 | |
| 5. Teen parents who were discontinued during the month | | 7 | |
| 6. Teen parents carried forward to next month (Item 3 minus Item 4 minus Item 5) | | 8 | |
| PART B. REASONS FOR EXEMPTION | | | |
| 7. Teen parents in exemption status during the month (Items 7a through 7e) | | 9 | |
| a. Illness, injury, or incapacitated | | 10 | |
| b. Expelled | | 11 | |
| c. Supportive services unavailable (3 months or more) | | 12 | |
| d. Funding related problems (child care/transportation) | | 13 | |
| e. CalWORKs-FC | | 14 | |
| PART C. REASONS FOR DEFERRAL | | | |
| 8. Teen parents in deferral status during the month (Items 8a through 8d) | | 15 | |
| a. Supportive services temporarily unavailable | | 16 | |
| b. Case management services unavailable | | 17 | |
| c. Special needs | | 18 | |
| d. Postpartum recovery | | 19 | |
| PART D. REASONS FOR DISCONTINUANCE | | | |
| 9. Teen parents discontinued during the month (Items 9a through 9i) (Same as Item 5) | | 20 | |
| a. Earned High School (HS) diploma or equivalent | | 21 | |
| b. No longer pregnant or custodial parent | | 22 | |
| c. Attained age 20 | | 23 | |
| d. County transfer | | 24 | |
| e. No longer receiving aid | | 25 | |
| f. Erroneously referred to Cal-Learn | | 26 | |
| g. Age 19, chose not to continue | | 27 | |
| h. Age 19, not eligible to volunteer to continue participating | | 28 | |
| i. Other | | 29 | |
| PART E. EARNED BONUS OR RECEIVED SANCTION | | | |
| 10. Teen parents issued a bonus payment during the month (Item 10a plus Item 10b) | | 30 | |
| a. Teen parents issued \$100 bonus during the month because report card showed satisfactory progress | | 31 | |
| b. Teen parents issued \$500 bonus during the month because they earned HS diploma or equivalent | | 32 | |
| 11. Teen parents sanctioned during the month (Items 11a through 11c) | | 33 | |
| a. Teen parents sanctioned during the month because report card showed less than adequate progress | | 34 | |
| b. Teen parents sanctioned during the month because report card was not submitted | | 35 | |
| c. Teen parents sanctioned during the month for submitting a late report card without good cause | | 36 | |
| 12. Dollar value of sanctions issued during the month | | 37 | |
| PART F. ISSUED PAYMENT FOR TRANSPORTATION/ANCILLARY EXPENSES | | | |
| 13. Teen parents issued payment for transportation expenses during the month | | 38 | |
| 14. Teen parents issued payment for ancillary expenses during the month | | 39 | |
| COMMENTS | | | |
| | | | |
| CONTACT PERSON | TELEPHONE | EXTENSION | FAX |
| TITLE/CLASSIFICATION | EMAIL | DATE | |

Summary Reports

Attachment K

CalLearn Services FY 18/19

SUMMARY REPORT

| Month | # of Referrals Received | # of Parents Screened for Other Services Per Section 2.A(6) | # of Parents Referred for Other Services | # of Parents Eligible to receive HSD | # of Parents who took GED | # of Parents Who Received a HSD or GED | # of Parents Who Completed FAFSA | # of Parents Who Enrolled in Post-Secondary Education | # of Parents with Repeat Pregnancies |
|-----------|-------------------------|---|--|--------------------------------------|---------------------------|--|----------------------------------|---|--------------------------------------|
| July | | | | | | HSD: GED: | | | |
| August | | | | | | HSD: GED: | | | |
| September | | | | | | HSD: GED: | | | |
| October | | | | | | HSD: GED: | | | |
| November | | | | | | HSD: GED: | | | |
| December | | | | | | HSD: GED: | | | |
| January | | | | | | HSD: GED: | | | |
| February | | | | | | HSD: GED: | | | |
| March | | | | | | HSD: GED: | | | |
| April | | | | | | HSD: GED: | | | |
| May | | | | | | HSD: GED: | | | |
| June | | | | | | HSD: GED: | | | |

NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.

CalLearn Budget

Shasta County Health & Human Services
P.O. Box 496005
Redding, CA 96049-0005

2400 Washington Avenue
Redding, CA 96001

Term of Contract:

7/2018 - 6/2019

| Budget Category | | Budget | |
|--|--------|-----------|------------------|
| Personnel/Position | FTE % | | |
| Regional Director | 0.00% | \$ | - |
| Case Manager I | 55.00% | \$ | 20,546.00 |
| Program Technician | 20.00% | \$ | 6,860.00 |
| Fringe Benefits | | \$ | 11,470.00 |
| Total Salary and Benefits | | \$ | 38,876.00 |
| Operating Expenses | | | |
| Supplies | | \$ | 1,137.00 |
| Telephone | | \$ | 1,600.00 |
| Occupancy (Depreciation, Interest) | | \$ | 7,000.00 |
| Utilities | | \$ | 2,100.00 |
| Insurance | | \$ | 2,333.00 |
| Fees & Licenses | | \$ | 1,200.00 |
| Postage | | \$ | 250.00 |
| Copies | | \$ | 2,000.00 |
| Mileage & Travel | | \$ | 2,400.00 |
| Contract Services/Property Management | | \$ | 1,200.00 |
| Maintenance Labor and Supplies | | \$ | 774.00 |
| Total Operating Expenses | | | 21,994.00 |
| Total Expenses | | | 60,870.00 |
| Administrative/Indirect Cost (Not to Exceed 15%) | | | 9,130.00 |
| Budget Total | | | 70,000.00 |

ORGANIZATION NAME
INVOICE / EXPENDITURE REPORT

Shasta County Health & Human Services
1810 Market Street
Redding, CA 96001

ORGANIZATION NAME
ADDRESS

Check for final Invoice / 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) |
|---|---------------------------|--------------------|----------------------------|---------------|-----------------------------|
| Personnel/Position | | | | | |
| | 0.00 | | | 0.00 | 0.00 |
| | 0.00 | | | 0.00 | 0.00 |
| | 0.00 | | | 0.00 | 0.00 |
| | 0.00 | | | 0.00 | 0.00 |
| Fringe Benefits | 0.00 | | | 0.00 | 0.00 |
| Total Salary and Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Operating Expenses | | | | | |
| Office Expenses/Supplies | 0.00 | | 0.00 | 0.00 | 0.00 |
| Equipment | 0.00 | | 0.00 | 0.00 | 0.00 |
| Rents/Leases | 0.00 | | 0.00 | 0.00 | 0.00 |
| Utilities/Communications | 0.00 | | 0.00 | 0.00 | 0.00 |
| Travel | 0.00 | | 0.00 | 0.00 | 0.00 |
| (OTHER - Please Specify) | 0.00 | | 0.00 | 0.00 | 0.00 |
| Total Operating Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Expenses | | | | | |
| Fixed Assets | 0.00 | | | | |
| (OTHER - Please Specify) | 0.00 | | | | |
| Total Other Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Administrative Cost (Not to exceed 15%) | 0.00 | | | 0.00 | 0.00 |
| Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Invoice Total **\$0.00**

Prepared by: (type name here)

Date

Telephone #

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/condition, laws, and regulations governing its payment.

Authorized Fiscal Signature

Date

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code



ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Subaward to provide Cal-Learn case management services

Northern Valley Catholic Social Service, Inc.

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.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and SUBRECIPIENT 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.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Subrecipient 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.

THIS ASSURANCE OF COMPLIANCE is binding on Subrecipient as long as Subrecipient is receiving federal or state funding pursuant to the Subaward to which this Assurance of Compliance is attached.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-15.

SUBJECT:

Opportunity Center and the Bureau of Reclamation Agreement for Shasta Dam Janitorial Services

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

DEPARTMENT CONTACT: Melissa Janulewicz, Branch Director, HHSA Regional Services, (530) 245-7638

STAFF REPORT APPROVED BY: Melissa Janulewicz, Branch Director, HHSA Regional Services

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

RECOMMENDATION

Approve and authorize the: (1) Chairman to sign a renewal revenue agreement with the U. S. Department of Interior through the Bureau of Reclamation in an amount not to exceed \$2,175,586.75 for the Opportunity Center to provide janitorial services at the Shasta Dam for the period July 1, 2018 through June 30, 2019, with four optional one-year renewals; and (2) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and does not result in a change in compensation of more than 10% through June 30, 2023, as long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

The HHSA-Regional Services Branch, Opportunity Center (OC) provides a variety of rehabilitation services including supported employment opportunities for OC clients. OC Revenue agreements, such as this with the U. S. Department of Interior through the Bureau of Reclamation (BOR), allow for clients to receive job training opportunities within the community.

DISCUSSION

The OC janitorial crew on the BOR agreement, provides work experience for up to four people with disabilities. This janitorial agreement provides OC clients a community worksite to receive training in performing janitorial services.

The OC has been providing the janitorial services at the Shasta Dam since April 2002. This agreement for Janitorial services will include a base year from July 1, 2018 through June 30, 2019. It also allows for four additional optional years through June 30, 2023. The total anticipated revenue over the five-year period is expected to be \$2,175,586.75. The option years are contingent upon appropriation of federal funds; however, the OC expects to provide services through June 2023.

ALTERNATIVES

The Board could choose not to approve the agreement.

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

This agreement represents an annual revenue stream for the OC. The revenue and associated appropriations are included in the 18/19 Recommended Budget, and will be included in subsequent budget requests. The Opportunity Center does not receive any County General Funds and none are requested.

ATTACHMENTS:

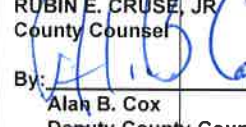

| Description | Upload Date | Description |
|-------------|-------------|-------------|
| Agreement | 6/15/2018 | Agreement |

BOARD OF SUPERVISORS REGULAR MEETING - June 26, 2018

| | | | | | | | |
|--|--|---|--|---|----------|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER 0040369381 | | PAGE OF 1 60 | |
| 2. CONTRACT NO. 140R2018C0018 | | 3. AWARD/ EFFECTIVE DATE 07/01/2018 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Nanci Pigeon | | b. TELEPHONE NUMBER (No collect calls) 916-978-5183 | | 8. OFFER DUE DATE/LOCAL TIME | |
| 9. ISSUED BY Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Sacramento CA 95825-1898 | | | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD: \$18.0 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| 15. DELIVER TO Bureau of Reclamation-MP-NCAO Northern California Area Office 16349 Shasta Dam Boulevard Shasta Lake CA 96019-8400 | | CODE 0009909952 | | 16. ADMINISTERED BY Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Sacramento CA 95825-1898 | | CODE R20 | |
| 17a. CONTRACTOR/OFFEROR COUNTY OF SHASTA Attn: ATTN GOVERNMENT POC 1450 COURT STREET REDDING CA 96001-1683 TELEPHONE NO 530- 225-5418 | | CODE 0071343790 FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| 00010 | Legacy Doc #: BOR CO Invoice Review Required: Y Period of Performance: 07/01/2018 to 06/30/2019 BASE YEAR: NCAO Janitorial Services (Shasta) POP: 07/01/2018 - 06/30/2019 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | 324,443.46 |
| 25. ACCOUNTING AND APPROPRIATION DATA See schedule | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$426,899.29 | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED | | | | ADDENDA | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED | |
| <input type="checkbox"/> ARE | | | | <input type="checkbox"/> ARE NOT ATTACHED | | <input checked="" type="checkbox"/> ARE | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | 29. AWARD OF CONTRACT: JPID 91807 DATED 01/29/2018 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR Les Baugh, Chairman Board of Supervisors County of Shasta, State of California | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (Type or print) Nanci Pigeon | | 31c. DATE SIGNED | |

AUTHORIZED FOR LOCAL REPRODUCTION ATTEST:
PREVIOUS EDITION IS NOT USABLE
LAWRENCE G. LEES
Clerk of the Board of Supervisors
By: _____
Deputy

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

| 19 ITEM NO | 20 SCHEDULE OF SUPPLIES/SERVICES | 21 QUANTITY | 22 UNIT | 23 UNIT PRICE | 24 AMOUNT |
|---------------|--|----------------|------------|--|--------------|
| | <p>perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated October 2017 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.</p> <p>Monthly rate = \$324443.46 / 12 Months = \$27,036.96</p> <p>Accounting Info:</p> <p>01 Account Assignm: W G/L Account: 6100.254B0 Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R17410000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R3811746 PR Acct Assign: 01 Funded: \$66,510.91</p> <p>Accounting Info:</p> <p>02 Account Assignm: W G/L Account: 6100.254B0 Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R17410000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R3811814 PR Acct Assign: 02 Funded: \$139,186.25</p> <p>Accounting Info:</p> <p>03 Account Assignm: W G/L Account: 6100.254B0 Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R04160000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R3811816 PR Acct Assign: 03 Funded: \$34,066.56</p> <p>Continued ...</p> | | | <p>Approved as to form: RUBIN E. CRUSE, JR. County Counsel</p> <p>By:  6/15/18 Alan B. Cox Deputy County Counsel</p> <p>RISK MANAGEMENT APPROVAL</p> <p>By:  6/15/18 James Johnson Risk Management Analyst</p> | |

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

| | | | | |
|---|-----------------------|-----------------------------------|---|----------------------|
| 32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c DATE | 32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| | | | 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 33 SHIP NUMBER | 34 VOUCHER NUMBER | 35 AMOUNT VERIFIED CORRECT FOR | 36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37 CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | |
| 38 S/R ACCOUNT NUMBER | 39 S/R VOUCHER NUMBER | 40 PAID BY | | |
| 41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a RECEIVED BY (Print) | | |
| 41b SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c DATE | 42b RECEIVED AT (Location) | |
| | | | 42c DATE REC'D (YY/MM/DD) | 42d TOTAL CONTAINERS |

BOARD OF SUPERVISORS REGULAR MEETING - June 26, 2018

| CONTINUATION SHEET | | REFERENCE NO. OF DOCUMENT BEING CONTINUED | | PAGE OF | |
|-------------------------------|--|---|-------------|-------------------|---------------|
| | | 140R2018C0018 | | 3 60 | |
| NAME OF OFFEROR OR CONTRACTOR | | | | | |
| COUNTY OF SHASTA | | | | | |
| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
| | Accounting Info: 04 Account Assignm: W G/L Account: 6100.254B0 Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R04160000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R4744976 PR Acct Assign: 04 Funded: \$34,066.56 Accounting Info: 05 Account Assignm: W G/L Account: 6100.254B0 Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R04160000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R4744977 PR Acct Assign: 05 Funded: \$34,066.56 Accounting Info: 06 Account Assignm: W G/L Account: 6100.254B0 Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R04160000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R4141426 PR Acct Assign: 06 Funded: \$16,546.62 | | | | |
| 00020 | BASE YEAR: NCAO Janitorial Services (Keswick) POP: 07/01/2018 - 06/30/2019 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement October 2017 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item. Monthly rate = \$102,455.83/ 12 Months = \$8,537.98 Accounting Info: 01 Account Assignm: W G/L Account: 6100.254A0 Business Area: R000 Commitment Item: 254A00 Cost Center: RR02000000 Functional Area: R17410000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R3435347 PR Acct Assign: 01 Funded: \$17,417.49 Accounting Info: 02 Account Assignm: W G/L Account: 6100.254A0 Continued ... | | | | 102,455.83 |

BOARD OF SUPERVISORS REGULAR MEETING - June 26, 2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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4 60NAME OF OFFEROR OR CONTRACTOR
COUNTY OF SHASTA

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Business Area: R000 Commitment Item: 254A00 Cost Center: RR02000000 Functional Area: R17410000.000000 Fund: 18XR0680A4 Fund Center: RR02000000 Order: R4914819 PR Acct Assign: 02 Funded: \$85,038.34 | | | | |
| 00030 | OY 1 - NCAO Janitorial Service (Shasta) POP: 07/01/2019 - 06/30/2020 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement October 2017 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item. Monthly rate = \$330067.58 / 12 Months = \$27,505.63 Amount: \$330,067.58 (Option Line Item) 06/30/2019 | | | | 0.00 |
| 00040 | OY 1 - NCAO Janitorial Services (Keswick) POP: 07/01/2019 - 06/30/2020 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement October 2017 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item. Monthly rate = \$100,830.05 / 12 Months = \$8,402.51 Amount: \$100,830.05 (Option Line Item) 06/30/2019 | | | | 0.00 |
| 00050 | OY 2 - NCAO Janitorial Services (Shasta) POP: 07/01/2020 - 06/30/2021 Continued ... | | | | 0.00 |

BOARD OF SUPERVISORS REGULAR MEETING - June 26, 2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF SHASTA

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated October 2017 and the approved Pricing Schedule dated January 2018.</p> <p>This is a firm-fixed price line item.</p> <p>Monthly rate = \$333,215.78 / 12 Months = \$27,767.98 Amount: \$333,215.78 (Option Line Item) 06/30/2020</p> | | | | |
| 00060 | <p>OY 2 - NCAO Janitorial Services (Keswick)</p> <p>POP: 07/01/2020 - 06/30/2021</p> <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated October 2017 and the approved Pricing Schedule dated January 2018.</p> <p>This is a firm-fixed price line item.</p> <p>Monthly rate = \$101,791.76 / 12 Months = \$8,482.65 Amount: \$101,791.76 (Option Line Item) 06/30/2020</p> | | | | 0.00 |
| 00070 | <p>OY 3 - NCAO Janitorial Services (Shasta)</p> <p>POP: 07/01/2021 - 06/30/2022</p> <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated October 2017 and the approved Pricing Schedule dated January 2018.</p> <p>This is a firm-fixed price line item.</p> <p>Continued ...</p> | | | | 0.00 |

BOARD OF SUPERVISORS REGULAR MEETING - June 26, 2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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6 60NAME OF OFFEROR OR CONTRACTOR
COUNTY OF SHASTA

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Monthly rate = \$336,448.05 / 12 Months = \$28,037.34 Amount: \$336,448.06 (Option Line Item) 07/30/2021 | | | | |
| 00080 | OY 3 - NCAO Janitorial Services (Keswick) POP: 07/01/2021 - 06/30/2022 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated October 2017 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item. Monthly rate = \$102,779.17 / 12 Months = \$8,564.93 Amount: \$102,779.17 (Option Line Item) 06/30/2021 | | | | 0.00 |
| 00090 | OY 4 - NCAO Janitorial Services (Shasta) POP: 07/01/2022 - 06/30/2023 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated October 2017 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item. Monthly rate = \$339,763.18 / 12 Months = \$28,313.60 Amount: \$339,763.18 (Option Line Item) 06/30/2022 | | | | 0.00 |
| 00100 | OY 4 - NCAO Janitorial Services (Keswick) POP: 07/01/2022 - 06/30/2023 The Contractor shall furnish all labor, Continued ... | | | | 0.00 |

BOARD OF SUPERVISORS REGULAR MEETING - June 26, 2018

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REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF SHASTA

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>materials, supplies, tools, equipment, transportation and supervision necessary to perform Janitorial Services at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated October 2017 and the approved Pricing Schedule dated January 2018.</p> <p>This is a firm-fixed price line item.</p> <p>Monthly rate = \$103,791.88 / 12 Months = \$8,649.33</p> <p>Amount: \$103,791.88 (Option Line Item)</p> <p>06/30/2022</p> <p>The total amount of award: \$2,175,586.75. The obligation for this award is shown in box 26.</p> | | | | |

Cost Breakdown - Services Follow-On Years

Date : 1/29/2018

JPID : 91807

Service : Janitorial

Project : 092448

Location : Bureau of Reclamation, Shasta Dam, Shasta Lake, CA, Shasta Lake CA

CNA : SourceAmerica

Contract # :

| Description | Base Year | FOY 1 | FOY 2 | FOY 3 | FOY 4 |
|---|--------------|--------------|--------------|--------------|--------------|
| 1. Labor | | | | | |
| a. Direct Labor | \$118,724.58 | \$118,724.58 | \$118,724.58 | \$118,724.58 | \$118,724.58 |
| b. Lead Worker | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| c. Supervision | \$75,105.95 | \$76,608.04 | \$78,140.36 | \$79,702.90 | \$81,297.25 |
| 01 - Total Labor | \$193,830.53 | \$195,332.62 | \$196,864.94 | \$198,427.48 | \$200,021.83 |
| 2. Labor Fringe Benefits | | | | | |
| a. Direct Labor Fringe | \$103,202.84 | \$103,202.84 | \$103,202.84 | \$103,202.84 | \$103,202.84 |
| b. Supervision Fringe | \$47,616.90 | \$49,122.79 | \$50,683.04 | \$52,299.93 | \$53,975.71 |
| 02- Total Fringe Benefits | \$150,819.74 | \$152,325.63 | \$153,885.88 | \$155,502.77 | \$157,178.55 |
| 3. Other Direct Charges | | | | | |
| a. Expendables | \$19,289.44 | \$19,675.23 | \$20,068.73 | \$20,470.11 | \$20,879.51 |
| b. Major Equipment | \$3,985.05 | \$3,985.05 | \$3,985.05 | \$3,985.05 | \$3,985.05 |
| c. Minor Equipment | \$1,011.67 | \$1,011.67 | \$1,011.67 | \$1,011.67 | \$1,011.67 |
| d. Vehicle Operation | \$4,499.24 | \$4,587.99 | \$4,681.85 | \$4,776.80 | \$4,867.38 |
| e. Rental | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| f. Subcontracting | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| g. Other | \$1,417.00 | \$1,445.34 | \$1,474.25 | \$1,503.73 | \$1,533.81 |
| 03 - Total Other Direct Charges | \$30,202.40 | \$30,705.28 | \$31,221.55 | \$31,747.36 | \$32,277.42 |
| 4. Total Direct Costs | \$374,852.67 | \$378,363.53 | \$381,972.37 | \$385,677.61 | \$389,477.80 |
| 5. Overhead/G&A/Net Proceeds | \$52,046.62 | \$52,534.10 | \$53,035.17 | \$53,549.62 | \$54,077.26 |
| 6. Price | | | | | |
| Annual | \$426,899.29 | \$430,897.63 | \$435,007.54 | \$439,227.23 | \$443,555.06 |
| Monthly | \$35,574.94 | \$35,908.14 | \$36,250.63 | \$36,602.27 | \$36,962.92 |

140R2018C0018 BUREAU OF RECLAMATION MID-PACIFIC REGION

CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE - (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: FAR Clauses – <https://www.acquisition.gov/far/>

| | |
|------------------|---|
| 52.202-1 | DEFINITIONS (NOV 2013) |
| 52.203-3 | GRATUITIES (APR 1984) |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT (OCT 2016) |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE - (JUL 2016) |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017) |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - (DEC 2013) |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) |
| 52.242-13 | BANKRUPTCY (JUL 1995) |
| 52.242-15 | STOP-WORK ORDER - (AUG 1989) |

ADDENDUM TO 52.212-4

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

(End of Clause)

ADDENDUM TO 52.212-4

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of Clause)

ADDENDUM TO 52.212-4

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52.228-5 Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

ADDENDUM TO 52.212-4**52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

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ADDENDUM TO 52.212-4**DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) - APR 2013)**

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment requests" means any request for contract financing payment or invoicing payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions-Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- 1) Submit invoices in accordance with FAR 52.212-4(g).**
- 2) Upload a copy of the invoice and all supporting documents along with the electronic IPP invoice.**

Contractor shall upload an electronic copy of the invoice, along with any supporting documentation, to the IPP website. To assist in the payment process, contractors are encouraged to send a courtesy copy of the invoice electronically, with attention to the Contracting Officer, to the following email address: supplyserviceinvoice@usbr.gov

- 3) Invoices must be submitted via IPP in order to be properly processed within the payment terms set forth under this contract.**

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

ADDENDUM TO 52.212-4**DOI-AAAP-0050 Contractor Performance Assessment Reporting System - (Dec 2015)**

a. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be

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conducted in order to record your contract performance as required by FAR 42.15.

b. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

c. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

d. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.

e. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.

1. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

2. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

3. All information provided should be reviewed for accuracy prior to submission.

4. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating No comment in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

5. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

6. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: -The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment. -

f. The following guidelines apply concerning your use of the past performance evaluation:

1. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

2. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

3. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

g. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

h. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Local Clause)

ADDENDUM TO 52.212-4**1452.201-70 Authorities and Delegations - (Sep 2011)**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

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ADDENDUM TO 52.212-4**WBR 1452.222-81 Employment Verification**

It is the contractor's responsibility to verify employment of its employees. FAR 9.406(b) (2) causes for Debarment, specifically states, based on a determination by the Secretary of Homeland Security or the Attorney General of the United States, any contractor not in compliance with the INA is a cause for debarment.

(End of clause)

ADDENDUM TO 52.212-4**WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace -- Bureau of Reclamation - (Dec 2009)**

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) In addition, pursuant to Federal Management Regulation (FMR) Bulletin 2009-B1, effective December 22, 2008, smoking is prohibited in courtyards and within 25 feet of doorways and air intake ducts on outdoor space under the jurisdiction, custody or control of GSA.

(End of clause)

ADDENDUM TO 52.212-4**WBR 1452.237-80 SECURITY REQUIREMENTS--BUREAU OF RECLAMATION (FEB 2017)**

(a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, vessel exclusion barriers, and information technology security requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the CO. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor's employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project

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specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the Contracting Officer (CO). The Contractor shall report

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any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) Sensitive Information. The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as FOR OFFICIAL USE ONLY (FOUO) information or CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation directives and standards for identifying and safeguarding sensitive information (SLE 02-01), which is available from the COR or at <http://www.usbr.gov/recman/DandS.html#sle>.

(i) Any Government-furnished information or material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, and media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the CO may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the CO. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor,

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publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the CO, records of the names of individuals who have access to sensitive material in its custody. All questions regarding information security, access, and control shall be referred to the COR.

(ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the CO ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the CO.

(iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(2) Classified Information.

(i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

(ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the documents' classified status or automatically result in declassification of the documents. To the contrary, classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority. Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, 'Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information.' Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.

(iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:

(v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the

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Reclamation Chief Security Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016). \

(vi) Classified information shall not be removed from official premises.

(vii) Classified information shall not be disclosed without proper authorization.

(c) Contractor Employee Suitability and Issuance of Government Identification Cards:

(1) Performance of this contract requires Contractor personnel to have a Federal Government-issued HSPD-12/FIPS-201-1 compliant Personal Identification Verification Card (PIV Card) before being allowed unsupervised access to a Federally-controlled facility or information system. An active PIV Card issued by another Federal Government agency will be accepted by Reclamation if the associated background investigation is sufficient for the work and access to facilities and information systems required under this contract, as determined solely by Reclamation. Physical access means routine, unescorted or unmonitored access to non-public areas of a Federally-controlled facility. Logical access means routine, unsupervised access to a Level 3 or 4 federally controlled information system.

(2) At the Government's sole discretion, the Government may issue a temporary identification card or visitor identification badge, in lieu of a PIV Card, under one of the following conditions:

(i) The individual will only be associated with Reclamation for a period of 180 days or less, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information systems will be fully supervised. The 180 calendar day period begins on the first day of the individual's affiliation with Reclamation (in this case, the date that the individual's contract performance begins) and ends exactly 180 days later, regardless of the number of times the individual actually accesses a Government facility or information system.

(ii) The individual will only have sporadic access to Federal facilities and information systems; will not have access to sensitive information; and, any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iii) The individual will work exclusively outdoors, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iv) In paragraphs (i) through (iii), supervised access means the individual's access to, and movement within, a facility is monitored and controlled sufficiently to prevent access to any unauthorized areas, equipment, or information; and the individual's access to an information system is monitored and controlled sufficiently to ensure appropriate use of the system and information, and to prevent access to any unauthorized systems or information. Supervision must be performed by an individual with an active Government-issued PIV Card.

(3) The Contractor shall furnish to the COR an alphabetical list of contract personnel, to include subcontractors, who will require access to a Government facility or information system. The list shall provide the full name, social security number, date of birth, place of birth, purpose or job title, and the estimated duration of access. If the Contractor believes an individual should be issued a temporary identification card or visitor identification badge in lieu of a PIV Card based on the conditions in paragraph (4), then the Contractor must also submit a sufficient written justification as to why the specific individual or individuals will not need a PIV Card. The Contractor shall provide this information before the start of contract performance, or before the start of an individual's performance when there is a change or addition of personnel, with sufficient time to ensure that performance is not delayed by compliance with credentialing processes.

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(4) Any contract employees that will be issued a temporary identification card or visitor identification badge, in lieu of a PIV Card, at the Government's sole discretion, will be subject to the following credentialing procedures:

In accordance with Northern California Area Office (NCAO) security requirements.

(5) Any contract employees that will be issued a PIV Card will be subject to the following credentialing procedures:

(i) The Government will initiate the e-Qip electronic background investigation process, and give the Contractor instructions for completing the background investigation and PIV Card process. As part of the PIV Card process, each Contractor employee shall be required to appear in person at a Government PIV Enrollment Station to have personal identity verification documents verified, have a photograph taken, be fingerprinted, and to pick up and activate the PIV Card when completed. The Contractor must make its personnel available at the place and time specified by the COR in order to initiate this process.

(ii) At least two weeks before start of contract performance, the Contractor must identify all contractor and subcontractor personnel who will require (insert as appropriate physical and/or logical) access for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the COR or DOI Access Card Sponsor in order to initiate screening and background investigations. The following electronic forms, or their equivalent, shall be used to initiate the credentialing process:

(a) OPM Standard Form 85 or 85P

(b) OF 306

(c) Release to Obtain Credit Information

(d) Fingerprint Card FD-258 or electronic fingerprints (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the Contractor).

(iii) The cost of completing the above processes and submitting the above forms, including any charges for obtaining fingerprints and traveling to a Credentialing Center for card enrollment and activation, shall be borne by the Contractor. The cost of suitability and PIV-related background investigations shall be borne by Reclamation. For contracts that require a national security clearance, the cost of obtaining the national security clearance, including any associated background investigation, will be borne by the Contractor.

(iv) Contractor employees are required to complete all forms and to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the Contractor personnel being investigated in person, by telephone, or in writing, and the Contractor agrees to make them available for such contact.

(v) For each Contractor employee that will be issued a PIV Card, the Government will conduct a background investigation. The tier level of background investigation for each Contractor employee will be determined by the Government based on the risk and sensitivity levels as described in Reclamation's

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"Personnel Security and Suitability Directives and Standards," SLE 01-01, which is available at <http://www.usbr.gov/recman/DandS.html#sle>. At a minimum, each Contractor employee that will be issued a PIV Card will receive a Tier 1 [previously a National Agency Check with Written Inquiries (NACI)] Background Investigation. The minimum standards which will be used in suitability determinations are contained in the DOI Departmental Manual Part 441, Chapter 5, which is available at <http://elips.doi.gov/ELIPS/DocView.aspx?id=3858>.

(vi) Each Contractor employee in a position designated as higher than Low Risk Non-Sensitive shall be reinvestigated on a periodic basis as described in Reclamation's Personnel Security and Suitability Directives and Standards. A reinvestigation may also be initiated when the Contractor or the Government believes that a particular individual's continued ability to meet the contract's minimum standards is in question; or if it is determined that the position has changed and a higher level investigation is warranted.

(vii) If a Contractor employee has worked under a Federal agency contract within the past two years, and that contract required a successfully-adjudicated background investigation at the same risk level as (or higher than) this contract, further investigation may not be necessary. The Contractor shall provide the COR with documentation that supports the individual's previous contract work and any information, including name and social security number, date of birth, and place of birth, needed for Government verification of previous background investigation.

(viii) Contractor employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center.

(ix) If the final adjudication is unfavorable on a Contractor employee, or if Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring. In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government shall have the right of final determination. Determinations under this requirement are subject to the Disputes Clause. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(x) Reclamation will not allow a Contractor employee access to their investigation files. An individual may request, under the provisions of the Privacy Act and/or Freedom of Information Act, copies of their files from the investigative agency (Office of Personnel Management). Reclamation will not release a copy of any investigative file, in whole or part, to the Contractor or any Contractor representative.

(xi) During performance of the contract, the Contractor must keep the COR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the COR and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it must be coordinated through the COR.

(xii) At the end of the contract performance, or when a contractor employee is no longer working under this contract, the Contractor must ensure that all identification cards are returned to the COR.

(d) Vessel Exclusion Barriers

(1) Proof of Certification. The contractor shall, for any vessel exclusion barrier proposed for supply and/or installation under this contract, provide the contracting officer with proof of certification in accordance with ASTM Standard F2766-11 – Standard Test Method for Boat Barriers. This proof of

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certification shall be provided to the contracting officer as part of any contractor proposal for the supply and/or installation of any boat barrier proposed under this contract.

(e) Site Security Requirements

(1) General Description. This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

(2) Government Security Personnel. When and where applicable, personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in sensitive areas. Personnel may include: security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or other contractors or employees. These individuals may be used to ensure the overall security and integrity of the site or building and provide controlled access. These individuals may conduct inspections of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done visually, with walk-through and/or hand-held metal detectors, or by other means as may be deemed necessary by Reclamation.

(3) Contractor Guard Force. At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and/or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

(4) Additional Security-Related Submittals

(i) Visitor List. The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

(ii) Delivery Schedule. The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, and nature of the materials being delivered, and – where available – the name of delivery company and type of vehicle.

(iii) Explosives Security Plan. The Contractor shall furnish to the COR for approval, in advance, an explosives security plan at any work site where explosives will be stored or used.

(5) General Provisions.

(i) General. The Contractor shall comply with the Government's site security procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

(ii) Security Facilities and Equipment. The Contractor shall use security facilities and equipment only for

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the purposes intended and as directed by the CO. The Contractor shall comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

(iii) Security Personnel Availability/Work Schedules. The Contractor shall notify the COR at least 24 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

(iv) Deliveries. The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

(v) Site Access. All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

(vi) Inspections and Searches. The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

(vii) After Duty Hours. No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

(viii) Access Procedures at Sensitive Areas. In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a sensitive area as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to the sensitive area. The Contractor shall notify the COR at least one day prior to each requested access to the sensitive area that is outside of the Government's established working hours.

(ix) Reported Violations. Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected, tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when alleged

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violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

(x) Briefings. Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

(xi) Key Control. Control of keys/access codes and lock combinations is essential for the Government's project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor's expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and emergency actions, including keys, combinations, and access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

(xii) Vehicle Control. In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor's official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor's expense. Where Government-designated employee parking is not available, parking of construction employees' automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor's responsibility to arrange for suitable accommodation for these vehicles.

(xiii) Prohibited/Restricted Items. Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR in compliance with state and Federal laws and regulations; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

(xiv) Exceptions for Explosives. When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a "Blasting Safety Plan." The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-

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site and under no circumstances shall be stored together with explosives.

(xv) Photography. The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

(f) Information Technology Security – Basic Security Requirements:

(1) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in Reclamation IT Security policies, procedures, computer ethics, and best practices in accordance with Reclamation Directive IRM 08-09, September 21, 2001, Subject: Reclamation Information Technology (IT) Security Program (ITSP): IT Security Awareness and Training Requirements. This document is available, upon request, from the CO. The Contractor may use web-based training available from Reclamation to meet this requirement.

(2) The Contractor shall afford Reclamation, including the Department of the Interior Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of Reclamation data or to the function of computer systems operated on behalf of Reclamation, and to preserve evidence of computer crime. If the Contractor has a question regarding the access rights or identity of Government employees requesting access to Contractor-operated IT facilities, it should be referred to the COR for resolution before access is granted.

(3) In addition to the notification requirements (b) (4), the Contractor shall immediately notify the COR, of all cyber-related incidents (including the compromise of Contractor- or Government-owned systems for which the Contractor bears operational or management responsibility), regardless of location.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS - (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (If the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d) (2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d) (4)).

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- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate IV (JAN 2017) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a) (14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ☒ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a) (2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c) (3) (A) (ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693)

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693)

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693)

☐ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.

☐ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).

☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

*This Statement is for Information Only:
Employee Class Monetary Wage—Fringe Benefits*

11150 - Janitor \$14.69 per hour/\$4.13 per hour (EO)

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[X] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[X] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016)

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p) (1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

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(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015)

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) _X_ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xciii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

****END OF CLAUSES****

140R2018C0018 BUREAU OF RECLAMATION MID-PACIFIC REGION

ATTACHMENT A – STATEMENT OF WORK/SPECIFICATIONS

ATTACHMENT B – DOL WAGE DETERMINATIONS

**PERFORMANCE WORK STATEMENT (PWS)
JANITORIAL SERVICES
NORTHERN CALIFORNIA AREA OFFICE
Dated: October 2017**

PART A – General Information:

1. General: The Bureau of Reclamation has a requirement to provide janitorial services to various facilities operated by the Northern California Area Office.

a) **Location:** Work shall be performed at the following locations. Attachment 1 has descriptive information of the covered areas within the locations.

(1) Shasta Dam Area consisting of Shasta Dam; East, West, and main Security buildings; Upper Vista House (UVH); Lower Vista House (LVH), Switchyard oil building; Shasta Maintenance Center (SMC); and Shasta Powerplant.

(2) Keswick Area consisting of Keswick Powerplant and Dam, and Keswick Office Building (KOB).

(3) Spring Creek Powerplant.

(4) J. F. Carr Powerplant.

(5) Trinity Area consisting of Trinity and Lewiston Powerplants.

b) **Scope of Work:** The purpose of this contract is to provide janitorial service to facilities that are operated by the Northern California Area Office. The contractor shall provide all labor, management, supervision, administration, transportation, materials, tools, supplies, and equipment in accordance with the requirements specified herein and best practices of the trade. The operations to be performed shall include emptying trash receptacles, mopping, dusting, vacuuming, cleaning restrooms and showers, windows, kitchen areas, and other janitorial services. These operations shall be performed in accordance with the schedules provided in Part B.

3. Point of Contact: Contracting: Ms. Nanci Pigeon, Contracting Officer, 916-978-4302

4. Contractor Submittals: The Contractor shall submit to the CO and COR all items listed below.

a) **Certificates of Insurance:** The Contractor shall submit for review the certificates of insurance, which shall be in compliance with FAR Clause 52.228-5 Insurance – Work on a Government Installation; DIAR Clause 1452.228-70 – Liability Insurance – Department of Interior.

b) **Safety Plan:** The Contractor shall submit for approval a safety plan to the NCAO Safety Manager that is in compliance with Reclamation Safety and Health Standards (RSHS), which can be found at the following web site: <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>

c) **Job Hazard Analysis:** The Contractor shall submit for approval a Hazard Analysis which shall include the supplier's "Material Safety Data Sheet" or "OSHA form 20", in accordance with FAR Clause 52.223-3. This plan shall include but shall not be limited to, use of the approved chemical compounds, protection of personnel and protection of areas during service, cleaning, etc. including using proper signage. The Government retains the right to reject any material that may create a safety or health hazard. See Appendix "D" for an example form.

d) **Contractor's Point of Contact:** The contractor shall provide the name, telephone numbers and address of the supervisor and alternate supervisor in writing. Also, the Contractor shall furnish in writing, the names, and addresses of all personnel performing services prior to beginning work to the COR. This list of employees shall be maintained during the entire contract period. The contractor shall provide a list of employee's using privately owned vehicles and the license number of the vehicles used. Individuals that are not a party to this contract shall not assist nor be in the immediate proximity of any employee performing grounds keeping service, unless those people have been identified in writing by the contractor as an employee.

e) **Safety Exposure Report:** The contractor shall maintain records of the number of man hours worked at NCAO each month. The contractor shall hold a monthly safety talk with all employees working on the project. Minutes of the safety meeting shall be written on the monthly safety report form and turned into the COR.

f) **Work Schedules:** The contractor shall provide in writing detailed work schedules including route and estimated times of service for each type of service. The contractor shall submit this work schedule to the COR prior to beginning service.

g) **Quality Control Plan:** The contractor shall submit a Quality Control Plan to the COR prior to initiating work. This plan shall be approved by the COR prior to initiating work.

5. Invoicing: Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment requests" means any request for contract financing payment or invoicing payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions-Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>

6. Interruption and Change of Service: It is expected that during the period of this contract, normal service may be interrupted or changed due to scheduled or unscheduled plant overhaul or maintenance by Government forces. These government maintenance requirements vary in duration and location and may result in reduced, increased, or no janitorial service for the duration of coverage at the specific location. The contractor shall adjust to these changing conditions. The workforce is mobile, but stable in number, so an increase in service at one site usually will result in a reduction of service at another site. Overall total services for the year is consistent, but may vary with the maintenance schedules.

7. Meetings:

a) **Post-Award Conference:** Prior to work beginning under the contract, the Contractor and personnel shall meet with Government Personnel, as specified by the Contracting Officer (CO), to discuss all elements of this contract. As determined by the CO, the post award conference may be repeated prior to each option period to discuss any changes.

b) **Planning Meeting:** The Contractor shall meet with the COR to coordinate and update the work schedule and to discuss quality control, contractor performance, safety and other items pertinent to the contract. The time and location of these meetings will be determined by mutual agreement of the CO and the Contractor.

8. Hours of Work:

a) Normal daily services shall be conducted between the hours of 6:00 a.m. to 4 p.m., Monday through Friday for all facilities except the Keswick Office Building and Keswick Guard Shack. The Keswick Office Building and Guard Shack daily service hours shall be conducted between 4 p.m. and 7 p.m.

b) Weekly, monthly, semiannual, and/or annual services may be performed on Saturdays, Sundays, and/or holidays by prior arrangement with Contracting Officer's Representative (COR).

c) Services to the first floor of the Visitor Center, tour route, Security Office, Shasta Guard Shacks, and Shasta Power Plant's 6th floor Security Center and 7th floor Operations will be conducted 7 days a week, including the Federal holidays of Memorial Day, Fourth of July and Labor Day. On Columbus Day, Veteran's Day, Thanksgiving, Christmas, New Year's Day, Martin Luther Jr. Day, President's Day, and special federal holidays no services are required.

d) Remainder of services are required Monday through Friday, except the ten Government holidays and any special federal holiday.

Part B – Work to be performed:

1. Description of Work: The following General Specifications delineate the major services required. Specific application of services may vary from area to area. All items contained within the Service Schedule shall conform to the following General Specifications. These specifications in no way relieve the Contractor from the responsibility to perform services to the accepted "Professional Standard" of the industry.

a) **Trash disposal:** The Contractor shall empty all wastebaskets and other trash containers, as specified in the Service Schedule, and return them to their initial location with contractor provided plastic/polyethylene liners installed. Trash containers and wastebaskets that have become soiled shall be thoroughly cleaned and disinfected.

b) **Restroom Services:** All cleaning tasks shall be accomplished to meet the requirements of complete sanitation and disinfectant. The contractor shall maintain each facility to the standards established in this contract. Completely damp clean and disinfect all surfaces of wash bowls, toilet bowls and seats, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, door, walls, polished exposed piping, mirrors, and other such surfaces, using germicidal detergent and replace deodorant cakes in the urinals as needed. Disinfect surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets. After cleaning, receptacles shall be left free of deposits, dirt, smudges and streaks, soap film, dust, soils, graffiti, scum, and odors. All bright metal finishes such as faucets; pipes, fittings and hardware shall be kept in a bright and clean condition. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc.

c) **Supply Stocking:** Contractor shall ensure restrooms, kitchens and other dispensers are stocked so that supplies (paper towels, toilet paper, toilet seat covers, sanitary napkins, soap, etc.) do not run out and that dispensers are in working order. Dispensers shall be replenished as often as needed to ensure that they are never entirely depleted. At a minimum, each dispenser or area shall be stocked at least one time per week. If supplies run out prior to the next service date, the contractor shall refill within one day of notification or next scheduled cleaning appointment time.

d) **Kitchen Areas:** The contractor shall maintain each facility to the standards established in this contract for cleaning and sanitizing. Use only food-safe cleaning products on all surfaces where food will be placed (tables, countertops, sinks, etc.). Completely damp clean and sanitize all surfaces of tables, counters, sinks, dispensers, plumbing fixtures, refrigerator doors, and exterior of microwaves. Move and place back easily moved items, however, if table, sink or countertop have excess dishes or other personal items the contractor shall clean around the items. The contractor is not responsible for cleaning dishes or other personal items, nor for removing items or trash from surfaces or sinks. Spot clean cabinets, walls, stoves, as needed to keep a clean, kept appearance. After cleaning, area shall be left free of deposits, dirt, smudges and streaks, soap film, dust, soils, graffiti, scum, and odors. All bright metal finishes such as faucets; pipes, fittings and hardware shall be kept in a bright and clean condition.

e) **Drinking fountains:** All drinking fountains shall be cleaned with an appropriate detergent or neutral soap to present a spotless condition. Chrome fittings and drain bowl shall be wiped with a clean, damp cloth.

f) **Non Carpeted Floor Ongoing General Care:** All floors shall be protected with the appropriate non-slip wax or sealer and maintained in a clean and polished appearance. The type of floor dictates the proper protectant and the method of maintenance, such as stripping, waxing, buffing or polishing, sealing, and polishing. There shall be no excess buildup of wax or sealer. Areas where wax and sealer have been worn shall be reapplied. Spot application may be appropriate as long as the finish has a consistent and polished appearance without indication of the spot application. In between the application of protectants, the floors shall be maintained in the manner most appropriate to keep a clean streak free polished appearance, such as, dust mopping, sweeping, spot or full damp mopping, or other methods. All kick plates (doors) and baseboards shall be stripped of excess wax, sealers, and stains.

g) **Dust mopping/Sweeping:** Remove all accumulations of dust, dirt, and waste material from floor surface using a dust mop. This includes cleaning floor edges, all exposed corners, and under all tables, desks, benches, etc. Chairs, wastebaskets, and similar items shall be removed and replaced to facilitate dust mopping. On floors with a rough surface, a broom shall be used to improve dust removal. All oil spots, wet areas, dirt, and foreign material shall be removed from all floors during the dust mopping. All floors shall be returned to their original cleanliness.

h) **Damp mopping:** After sweeping or dust mopping, remove all accumulations of dust, dirt, smudges, heel marks, etc., from the floor surface using a mop which is frequently immersed in a germicidal disinfectant cleaning

solution and wrung out to remove excess moisture. Floors shall have a uniform appearance without streaks, swirls, marks, detergent residue, or any evidence of soil, stain, film, or standing water. Mop water shall be changed as needed to ensure clean and streak-free floors. Mop water shall not be used to clean any area after it has been used to clean restrooms. Damp mop computer room floors with thoroughly wrung-out mop so wiring located beneath the floors does not get wet.

i) **Vacuuming and spot cleaning:** Remove all accumulations of dust, dirt, and waste material from carpeted or other floors using a commercial vacuum cleaner that uses HEPA or similar type filter. This includes cleaning floor edges, all exposed corners and under all tables, desks, benches, chairs, etc. The contractor shall remove all spots as soon as noticed using a commercial quality cleaner designed for this purpose. Application shall conform to manufacturer's directions.

j) **Carpet cleaning:** Vacuum prior to cleaning carpets. All carpets shall be cleaned in accordance with standard commercial practices. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath, and returned to their original location. The carpet shall be dry within 24 hours of cleaning.

k) **Chair cleaning:** Consist of cleaning seat, back, and frame with nonabrasive cleaner and disinfectant to remove dirt, spots, and smudges. Fabric-covered seats and backs shall be cleaned using hot water deep extraction technique and shall be dry 24 hours after cleaning.

l) **Window washing:** Includes glass surfaces, window frames, sills and sashes.. Remove all accumulations of dust, dirt, smudges, handprints, water stains, etc., from the window surface using an appropriate grade and type of window cleaner. After cleaning all glass surfaces shall be left free of streaks and stains, wiped dry and all adjacent surfaces wiped dry. Contractor will clean window film in accordance with special care instructions. These instructions may include specific prohibitions of cleaners that might damage the films' integrity. If instructions are not displayed, contractor will contact the COR prior to cleaning.

m) **De-scaling:** Showers, Sinks, Fixtures, Toilet Bowls, Urinals, etc. shall be de-scaled as required. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits, and rust stains.

n) **Venetian blinds, mini blinds, vertical blinds:** Remove all accumulations of dust, dirt, smudges, etc., with a germicidal disinfectant. Water shall be changed as needed to ensure a clean and streak-free surface.

o) **Dusting:** Remove dust from surfaces, such as, venetian, mini, and vertical blinds, bookcase, file cabinets, cubicle walls, light fixtures, wind sills, etc. as needed to prevent build up dust and dirt. Dust with a treated dust rag or other material which will absorb dust and not leave an oily film. Surfaces must be free of dust and streaks and absent of any oily film.

p) **Wall and miscellaneous washing:** Thoroughly wash all walls, baseboards, window ledges, doorframes, handrails, or other areas specified as required to remove all dirt, handprints, smudges, or other foreign matter. A disinfectant cleaner shall be used to restore surface to a streak-free original condition.

q) **Carpet runners:** The Contractor shall provide and maintain in good condition entryway carpet runners in a size and location as specified below. All carpet runners must be: (1) Free of snags, tears, or holes; (2) of a commercial quality in a thickness not to interfere with door operation; (3) with rubber or non-slip backing; and (4) with tapered edges to prevent tripping.

| <u>Service Area</u> | <u>Location</u> | <u>Number and Size</u> | |
|--------------------------|-------------------------------|------------------------|----------|
| Shasta Upper Vista House | First floor employee entrance | One | 3' x 10' |

| | | | |
|--------------------------------|----------------------------------|-------|----------|
| Shasta Dam | Elevator tower entrance | One | 3' x 10' |
| | Lower Vista House entrance | One | 3' x 10' |
| | Elevator Car | One | 4' x 5' |
| Shasta Maintenance Center | Warehouse and purchasing Offices | Three | 4' x 5' |
| Shasta Power Plant | Main entrance | Two | 3' x 10' |
| | Rear entrance | One | 3' x 10' |
| Spring Creek Power Plant | Main entrance | One | 4' x 5' |
| Judge Francis Carr Power Plant | Main entrance | One | 4' x 5' |
| Trinity Power Plant | Main entrance | One | 4' x 5' |
| Keswick Power Plant | Main entrance | One | 4' x 5' |
| | Elevator tower entrance | One | 3' x 10' |
| Keswick Office Building | Main entrance double doors | Four | 3' x 10' |
| Keswick Office Building | West entrance double doors | Four | 3' x 10' |
| Keswick Office Building | South entrance single door | One | 3' x 10' |
| Keswick Office Building | East entrance single door | One | 3' x 10' |
| Keswick Office Building | Northeast entrance single door | One | 3' x 10' |
| Keswick Office Building | Northwest entrance single door | One | 3' x 10' |
| Keswick Office Building | North entrance second floor | One | 3' x 10' |

r) **Removal of dust and cobwebs from walls and fixtures:** Remove all dust, cobwebs, or other foreign material from walls, ceilings, light fixtures, or other items as specified. Treated dust rags, treated dust mop, vacuum cleaner or other appropriate equipment must be used to leave area free of all streaks and dust, cobwebs, or foreign material. Wash or scrub area with a disinfectant cleaner if required to return area to a clean, streak-free condition.

s) **Cleaning ashtrays and butt cans:** All ashtrays shall be cleaned with a germicidal disinfectant. All ashes or other foreign substances must be completely removed, leaving ashtray in a streak-free condition. Sand should be replaced when it becomes stained.

t) **Paper and Cardboard Recycling:** All cardboard boxes that are collected in the facilities shall be broken down. The cardboard shall be either transported to Shasta Maintenance Center, cardboard dumpster, or transported to the recycling center. Six Paper recycling barrels shall be placed in the following locations: 1st and 2nd floor of the Upper Vista House, Shasta Maintenance Center, 7th floor Shasta Powerplant, 1st floor of the Keswick Office Building, and 1st floor of the Keswick Powerplant. All paper shall be transported to a recycling center. The recycled paper shall be weighed and the cumulative monthly total, in pounds, shall be reported to the COR.

u) **Plastic, Glass and Aluminum Recycling:** All plastic, glass bottles and aluminum cans that are collected in the facilities shall be either transported to UVH recycling dumpster, or transported to the recycling center. Six "universal" recycling containers shall be placed in the following locations: Outside of visitor's center by picnic table area, 2nd floor of the Upper Vista House, Shasta Maintenance Center, 7th floor Shasta Power plant, 1st floor of the Keswick Office Building, and 1st floor of the Keswick Power plant. (All bins will require trash bag liners for ease of cleanup).

v) **Terrazzo, Concrete, and Ceramic Tile One-time Rejuvenation:** The contractor shall restore the surface of terrazzo, concrete, or ceramic tile that has deteriorated over time and can no longer be maintained at its original luster. The contractor shall remove all built-up sealers and waxes, dirt, and grime. The restoration process usually entails multi-stage polishing, steam-cleaning, or scrubbing. Once, the surface is restored to its original finish, the contractor shall apply the appropriate sealer, stone-protector, or wax. The floor shall then be maintained as described in the above paragraph f). The COR shall determine the floor area to be rejuvenated.

2. Service Schedule.

a) Services shall be performed in order to maintain a well kept, clean environment based on "Professional Standards" of the industry and specifications within this contract. Specific treatment for specific areas shall be identified by on-site inspections with the COR. As part of the performance base contracting, the Contractor shall use the Service Schedules and on-site inspections to develop working schedules for approval by the COR that meet the specifications of the contract.

b) The Contractor shall at all times cooperate with Government forces and/or other Contractors' personnel and may be required to alter work schedules to complement other work being performed. Occasionally, the Contractor may have to immediately alter work schedule to allow Government forces to perform emergency maintenance or services.

c) All services provided shall complement the facility, and deficiencies shall be corrected if and/or when noted by the COR.

NCAO RECYCLING SCHEDULE

| | ITEM | FREQUENCY |
|--|--|--|
| | Breakdown cardboard boxes and place in SMC Cardboard Dumpster or remove offsite for recycling. | Daily |
| | Paper recycling barrels. | Pick-up prior to or when full. |
| | Plastic, Glass and Aluminum Recycling | UVH outside recycle container daily. Office recycling containers picked up prior to or when full. |

SHASTA UPPER VISTA HOUSE SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|---|---|---|
| NOTE: Services are required on the 1st floor of the Visitor's Center 7 days a week, except for the following federal holidays: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas, New Years, Martin Luther Day, President's Day, or special holidays as determined. Remainder of services required Monday through Friday, except all Government holidays. | | |
| | Dust mop all floors. Clean and damp mop all floors except lobby tile which shall be spot mopped. | First floor daily, 7 days a week. Second floor daily, Monday through Friday. Remainder of service area monthly. |
| | Clean restrooms, drinking fountains and sinks. | First floor daily, 7 days a week. Second floor daily, Monday through Friday. |
| | Clean all ashtrays and butt cans in service area. | Daily |

| | | |
|--|--|--|
| | Vacuum carpeted floors. | Daily |
| | Clean all glass doors and spot clean all 1st floor interior windows. | Daily |
| | Clean all window ledges, baseboards, and handrails. | Monthly |
| | Empty all wastebaskets and trash receptacles. | Daily |
| | Thoroughly clean all interior windows. Interior Auditorium windows shall be included in remainder of service area. | Weekly first floor. Bi-Annually in remainder of service area. |
| | Thoroughly clean all exterior windows. | Weekly on both entrances to the Visitor Center. Bi-Annually in remainder of service area. |
| | Scrub, strip, and wax all tile floors in restrooms, kitchen area. | Annually. Buff and spot-wax as necessary to maintain mirror like nonskid finish. |
| | Clean/disinfect all auditorium seats. | Monthly |
| | Clean all other chairs. | Annually |
| | Dust all furniture, file cabinets, and woodwork (except desk tops). | Monthly |
| | Clean carpet in service area. To include front entrance mats and area rugs in 1st floor lobby area. | Biannually in April and October. Spot clean as needed. |
| | Remove all cobwebs and dust all light fixtures and walls. | Monthly |
| | Wash all walls, doors, doorframes, and window frames in service area. | Monthly. |
| | Provide/maintain 3' x 10' carpet runner at rear entrance to lobby. | Vacuum daily; replace monthly. |
| | Front Entrance Mats and area rug. | Vacuum daily. |
| | Dust and clean Venetian and mini blinds. | Dust monthly and clean semiannually. |

SHASTA DAM SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|--|--|
| NOTE: Services are required 7 days a week, except for the following federal holidays: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas, New Years, Martin Luther Day, President's Day, or special federal holidays in all areas except in the dam restrooms which are weekly. | | |
| | Clean restrooms, drinking fountains, and sinks. | Weekly (Wednesday) 5 dam restrooms. Daily all other areas. |
| | Empty all wastebaskets, trash receptacles, and approximately 20 garbage cans located on the grounds. | Daily for all wastebaskets and trash receptacles, except dam restrooms, which are weekly. Daily for garbage and recycle cans on grounds from June through August; twice weekly September through May. |
| | Dust mop all floors. Clean and damp mop all floors. | Weekly dam restrooms. Daily, 7 days a week, all other areas. Guard Shacks: Dust mop daily 7 days and damp mop Tuesday and Thursday weekly. |
| | Clean all ashtrays and butt cans. | Daily |
| | Clean all glass doors. | Daily June through August; weekly September through May. |
| | Clean all interior and exterior windows. | Weekly June through August; monthly September through May. |
| | Clean Guard Shacks and Security interior and exterior windows. | Monthly. |
| | Clean all window ledges, baseboards, and handrails. | Weekly. Guard Shacks and Security monthly. |
| | Clean all non fabric chairs and seats except Guard Shacks and Security Office. | Weekly June through August; monthly September through May. |
| | Clean fabric chairs. Clean all Guard Shacks and Security Office chairs. | Annually |
| | Scrub, strip, polish, seal or wax as dictated by tile or terrazzo floors. | Annually. Buff and spot-waxseal as necessary to maintain mirror like finish. |
| | Dust all furniture, woodwork, and displays. | Weekly |
| | Wash or spot wash all doors, doorframes, window frames, walls, and elevator. | Weekly |
| | Remove all cobwebs, dust, and other foreign material from light fixtures, ceilings, and walls. | Weekly |

SHASTA MAINTENANCE CENTER SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|--|--|
| | Clean and damp mop floors. Dust mop floors. | Daily in lunchroom area. Weekly in office areas. Monthly in garage shop. |
| | Clean restrooms, drinking fountains, and sinks. | Daily |
| | Clean ashtrays and butt cans. | Daily |
| | Empty all wastebaskets and trash receptacles. | Daily |
| | Vacuum carpeted floors. | Monday, Wednesday, and Friday. |
| | Thoroughly clean all interior and exterior windows. | Biannually in April and October. |
| | Clean carpet. | Biannually in April and October. |
| | Dust all furniture, file cabinets, and woodwork in service area. | Monthly |
| | Remove all cobwebs, dust, and other foreign material from light fixtures, ceilings, and walls, to a maximum height of 15 feet. | Monthly |
| | Clean all window ledges, baseboards, and handrails. | Monthly |
| | All chairs in area | Annually |
| | Wash or spot wash all doors, doorframes, window frames, and walls. | Monthly |
| | Provide and maintain three 4' x 5' carpet runners at entrances to Purchasing and Warehouse offices. | Vacuum weekly; replace monthly. |
| | Wash tables in lunchroom. | Daily |

J. F. CARR, SPRING CREEK, AND TRINITY SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|---|--|
| | Dust mop all floors. | Weekly |
| | Damp mop all floors. | Monthly |
| | Clean restrooms, drinking fountains, and sinks. | Weekly |
| | Clean ashtrays and butt cans. | Weekly |
| | Empty all wastebaskets and trash receptacles. | Weekly |
| | Scrub, strip, and wax floors in Control Room. | Annually. Buff and spot-wax as necessary to maintain mirror like nonskid finish. |

| | | |
|--|--|---|
| | Dust all furniture, file cabinets, and woodwork. (EXCLUDING control boards.) | Monthly |
| | Remove all cobwebs, dust, and other foreign material from light fixtures, ceilings, and walls, to a maximum height of 15 feet. | Monthly |
| | Wash or spot-wash walls, doors, and doorframes in Control Room. Doors and doorframes only in remainder of plant. | Monthly |
| | Clean all window ledges, baseboards, and handrails. | Monthly |
| | Clean all exterior and interior windows in Control Room. | Spot clean weekly, fully clean semi-annual. |
| | Clean all exterior and interior windows on main floor only. | Annually. |
| | Provide and maintain one 4' x 5' carpet runner at main entrance. | Vacuum weekly; replace semi-annual. |

LEWISTON POWER PLANT SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|--|-------------------------------|
| | Dust mop floor. | Monthly – last week of month. |
| | Damp mop floor. | Monthly – last week of month. |
| | Dust all furniture. (EXCLUDING control boards.) | Monthly – last week of month. |
| | Remove all cobwebs, dust, and other foreign material from light fixtures, ceilings, and walls. | Monthly – last week of month. |
| | Empty all wastebaskets and trash receptacles. | Monthly – last week of month. |

KESWICK OFFICE BUILDING AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|---|---|
| | Sweep all non-carpeted floors, Including Guard Shack. | Daily |
| | Mop all non-carpeted floors. | Daily |
| | Mop Guard Shack | Tuesday and Friday |
| | Clean all restrooms. | Daily |
| | Clean all ashtrays and butt cans in service area. | Daily |
| | Clean all glass doors and spot-clean all interior windows. | Daily |
| | Clean all window ledges, base-boards, and handrails. Inc. Guard Shack. | Monthly |
| | Empty all wastebaskets and trash receptacles, Including Guard Shack. | Daily |
| | Two exterior trash cans. | Weekly |
| | Thoroughly clean all interior and exterior windows. | Bi-Annually |
| | Guard Shack | Monthly |
| | Strip, and wax all tile and vinyl floors. | Every 6 months |
| | Spot-wax and buff as required all vinyl floors. | Once per month |
| | Dust all furniture (except desk tops). | Monthly |
| | Extraction clean carpet in service area. | Semi-Annual |
| | Remove cobwebs and dust on light fixtures. Inc. Guard Shack. | Monthly |
| | Spot clean walls, doors, door frames, and window frames, Including Guard Shack. | Monthly |
| | Provide and maintain carpet runners at entrances. | Vacuum daily, Replace monthly |
| | Dust and clean blinds. | Dust monthly, clean semi-annually. |
| | Vacuum carpeted floors. | Conference Room daily, all other areas Monday, Wednesday, and Friday. |

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| | All Chairs (Inc. Guard Shack), except rack chairs in conference room. | Annually |
|--|---|----------|

KESWICK POWER PLANT SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|--|---|
| | Dust mop. Clean and damp mop. | <u>Daily</u> : Control Room, stairwells, hallways, kitchen, offices, Electrical shop, C&I shop, Operations office, Machine shop, elevator, and entryways. All other areas weekly. |
| | Clean restrooms, drinking fountains, and sinks. Clean ashtrays and butt cans. | Daily |
| | Empty all wastebaskets and trash receptacles. | Daily |
| | Scrub, strip, and wax all tile and/or terrazzo floors. | Annually. Buff and spot-wax as necessary to maintain mirror like nonskid finish. |
| | Dust all furniture, file cabinets, and woodwork in the Control Rooms and offices. (EXCLUDING control boards.) | Monthly |
| | Remove all cobwebs, dust, and other foreign material from light fixtures, ceilings, and walls, to a maximum height of 15 feet. | Monthly |
| | Vacuum carpeted floors. | Monday, Wednesday, and Friday. |
| | Clean carpet. | Biannually in April and October. |
| | All chairs in area | Annually |
| | Wash or spot-wash walls, doors, and doorframes in Control Room, offices, hallways, stairwells, and elevator. | Monthly |
| | Clean all exterior and interior windows in Control Room, offices, and entryways. | Monthly |
| | Clean all window ledges, baseboards, and handrails. | Monthly |
| | Clean all exterior and interior windows on main floor only. | Annually. |
| | Provide and maintain one 4' by 5' carpet runner at main entrance and one 3' by 10' carpet runner at elevator tower entrance. | Vacuum weekly; replace Monthly. |

SHASTA POWER PLANT SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|--|---|
| NOTE: Services are required 7 days a week, except for the following federal holidays: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas, New Years, Martin Luther Day, President's Day, or special federal holidays on the 6th floor in the following areas: from the elevator down the hallway to the security room, the security room, and the restroom. | | |
| | Clean restrooms, drinking fountains, and sinks. | Daily. 7 days clean restroom on 6th floor. |
| | Dust mop. | Daily in tour route, lobby, Control Room, offices, lunchroom, and shop areas. All other areas weekly. 7 days Dust mop 6th floor tile outside elevator stop. |
| | Clean and damp mop. | Daily in tour route, lobby, Control Room, offices, lunchroom, stairwells, and elevator. All other areas weekly. |
| | Clean ashtrays and butt cans. | Daily |
| | Vacuum carpeted floors. | Monday, Wednesday, and Friday. Vacuum 6th floor hallway and security room on the above days and Sunday. |
| | Clean carpet. | Biannually in April and October. |
| | Empty all wastebaskets and trash receptacles. | Daily. 7 days for 6th floor security room and restroom and 7th control room and restroom. |
| | Scrub, strip, and wax all tile and/or terrazzo floors. | Annually. Buff and spot-wax as necessary to maintain mirror like nonskid finish. |
| | Remove all cobwebs, dust, and other foreign material from light fixtures, ceilings, and walls, to a maximum height of 15 feet. | Monthly |
| | Wash or spot-wash walls, doors, and doorframes up to a maximum height of 15 feet. | Monthly |
| | Clean all window ledges, baseboards, and handrails. | Monthly |
| | Dust all furniture, file cabinets, and woodwork. (EXCLUDING control boards.) | Monthly |
| | Clean all main floor interior windows. | Weekly in tour area. Annually in remainder of plant, including Control room windows. |
| | Clean all main floor exterior windows. | Annually |
| | Clean all chairs in service area. | Annually |
| | Provide and maintain 3' by 10' carpet | Vacuum daily; replace monthly. |

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| | runner at entrance to power plant. | |
| | Wash tables in lunchroom. | Daily |

SHASTA SWITCHYARD BUILDING SERVICE AREA SCHEDULE

| | ITEM | FREQUENCY |
|--|---|-----------|
| | Clean restroom and sink. | Bi-weekly |
| | Empty all wastebaskets and trash receptacles. | Bi-weekly |
| | Dust mop. | Bi-weekly |

Part C – Contractor Responsibilities:

1. Contractor Management: The Contractor shall manage the total work effort associated with the janitorial services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, report preparation, and quality control.

a) **Workforce:** The Contractor shall maintain sufficient personnel, possessing the skills, knowledge, and training, to complete all work within the time and quality standards specified by the contract. The Contractor's Representative shall be knowledgeable of the specifications of this contract and remain on the project at all times while work is being performed. The Contractor's organization shall ensure that the service activities are carried out in a timely and efficient manner.

b) **Personnel Management:** The Contractor shall maintain satisfactory standards of conduct and appearance. Promptly investigate complaints of poor performance. The Contractor and his employees shall become acquainted with and comply with all Government regulations as posted, or as requested by the CO. The Contractor shall immediately remove from the site any individual whose continued employment is deemed by the CO to be contrary to the public interest or inconsistent with the best interests of safety and security. As a minimum, all Contractor's employees shall be clothed in a work shirt, pants, and shoes; and present a neat, clean, well-groomed appearance. Tank tops and shorts are unacceptable attire.

c) **Work Control:** The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure labor, equipment, and material are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and status reports shall be provided when requested by the COR.

2. Licenses and Permits: The Contractor shall keep current, for the duration of this contract, any necessary licenses and certificates of registration issued by Local, County, State or Federal governments.

3. Commencement of Work: To ensure continuity of essential services, the successful offeror shall be prepared to fully commence work on the start date of this contract.

4. Least Interference with Government Business: The Contractor shall schedule and arrange work so as to cause the least interference with the normal Government business and mission. In those cases where some interference may be unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference. This includes but is not limited to excessively loud equipment and products with strong odors.

5. Contractor Furnished Items: Except for those items specifically stated to be government furnished, the Contractor shall furnish everything required to perform this contract.

a) **Materials and Supplies:** Materials and supplies provided shall be of a quality which will adequately and economically serve the purpose for which they are required and shall meet the specifications stated in the contract. The Bureau of Reclamation requires all building operations contractors to use green cleaning products and processes

(i.e., products containing recycled content, environmentally preferable products and services, bio-based products, and products and services that minimize the use of energy, water, and other resources) IAW FAR Clause 52.223-2. As such, all materials, supplies, procedures, and equipment shall be selected and used in a manner that reduces chemical exposures of workers, building occupants, and visitors, and that reduces the impact on the environment as compared to other products and services used for the same purpose. One source of green initiatives and products can be found at the GSA website, www.gsa.gov. The contractor shall keep a stock of expendable supplies onsite including, but not limited to, wiping rags, paper towels, toilet tissue, toilet seatcovers, hand soap, glass cleaner, metal polish, furniture polish, scouring powder, and liquid and powder detergents. This includes:

1) **Chemicals/materials:** Shall be selected with the consideration of minimizing the impact on both human health/safety as well as reducing other potential environmental impacts. This includes concentrated and/or ready-to-use chemicals that use ecologically sound packaging. The use of caustics (acid based cleansers) will not be approved. The contractor shall not use any material which the COR determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by the contractor will be borne by the contractor. Products shall have lower toxicity, and reduced potential for skin, eye, and respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances.

2) **Supplies:** Generally consumable items, such as paper products, tissue products, trash bags, etc. shall be selected to achieve the requirements of RCRA Section 6002. The list of Comprehensive Procurement Guidelines (CPG) items and their associated Recovered Materials Advisory Notice (RMAN) are available at <http://www.epa.gov/cpg>. EPA's list of designated products and the accompanying recycled-content recommendations can be found at: <http://www.epa.gov/cpg/products.htm>. The Contracting Officer retains the right to specify the kind and quality of all the above items.

b) **Equipment:** All necessary equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motorized equipment, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Vacuums shall use a HEPA filtration or equivalent. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the COR. All equipment must be properly guarded and meet all applicable OSHA standards. If a piece of equipment needs repair and is determined unsafe by the COR, the contractor shall immediately stop using the equipment until repaired or replaced. Cleaning tools and equipment shall also be selected with regard to similar health and environmental considerations as referenced in paragraphs b(1) and (2) above.

6. Access to Facilities: The COR will issue keys/cardkeys to the contractor for access to certain facilities. Some service locations under this contract are within secured areas and the COR will arrange for the Contractors entry into such areas and inform the Contractor of security procedures. The Contractor shall comply with all security procedures.

a) **Security of Keys/Cardkeys:** The keys/cardkeys will be issued at the beginning of the contract for access to the facilities. The keys/cardkeys may be issued to all employees. The keys/cardkeys shall be kept on-person at all times. The keys/cardkeys shall be returned to the COR at the end of the contract or when the employee that was issued the keys/cardkeys no longer works at the site.

b) **Lost Keys/Card Keys:** The contractor shall immediately notify the COR of any lost key/card key and shall be responsible for the cost of replacing any keys that are lost by Contractor personnel. If the Contracting Officer determines that a lock must be replaced or re-keyed due to the loss of a key by Contractor personnel, such cost shall be the Contractors responsibility.

7. Trash Disposal: At the Keswick Power Plant, Shasta Upper Vista House, Shasta Power Plant, and Shasta Maintenance Center service areas, trash may be removed to existing Government furnished garbage dumpsters located at the facilities. At Spring Creek, Judge Francis Carr, Lewiston, and Trinity Power Plants, garbage or trash resulting from this service shall be removed off the premises and disposed of by the Contractor in garbage dumpsters at any of the above mentioned locations. On occasion, when the Government provides a dumpster for projects at the power plants, the Contractor may use the dumpsters for trash disposal.

8. Accident Report Procedure: In the event of an accident involving the Contractor's personnel while in performance of the contract, the Contractor shall submit a report to the COR, no later than 2 working days, in letter

form that will include the following: (1) The time and date of occurrence; (2) the place of occurrence; (3) a list of personnel directly involved; (4) a narrative description of the accident that includes a chronological order of facts and circumstances leading to mishap, the results of the investigation, and an analysis to include a discussion of all cause factors listed, findings, recommendation, and any corrective action taken; and (5) the signature of the supervisor at the time of the mishap.

PART D – Government Responsibilities:

1. Government Furnished Property, Material, and Services: The Government will provide or make available to the Contractor, without cost, certain government owned facilities, utilities, equipment, material and services listed below.

a) Availability of Utilities and Services:

1) The Government will provide at no cost to the Contractor, the utility services at existing outlets as may be required to perform the work of this contract. Information concerning the location of existing outlets may be obtained from the COR. These utilities will be provided from existing outlets and collection points. The Contractor shall provide and maintain, at his expense, the necessary service lines from the existing Government outlets to the site of the work.

- Electricity
- Potable/Nonpotable Water
- Sewage Service

2) Refuse and Disposal Services: The Government will provide trash collection dumpsters at various sites for use by the Contractor for the janitorial disposal service of waste and rubbish generated by the Government. Also, a cardboard dumpster is provided at the Shasta Maintenance Center.

b) Government Furnished Tools, Materials, Supplies, and Equipment:

1) Tools and Equipment: In general, no equipment or special tools will be provided by the government for the accomplishment of this contract, except for five recycling barrels.

2) Materials and Supplies: In general, the Contractor shall be responsible for providing all materials and supplies required for the accomplishment of this contract.

3) Keys or Card Keys: The Government will provide the Contractor with certain keys/card keys that operate the locks of the buildings which provide access to the Contractor.

4) Storage Space, Offices, and Closets: The Government will provide the Contractor with the following storage space, offices, and Closets:

- (a) Upper Vista House – 2 Janitor closets on the 1st floor. One in the Lobby area and one in the Men's Restroom.
- (b) Shasta Dam – 2 Janitor closets. One on the 12th floor and one on the 2nd floor.
- (c) Shasta Power Plant – One Office on 4th floor Lobby area, 2nd and 3rd floor storage areas, and access to deep sinks at all levels.
- (d) Shasta Maintenance Center – Storage and closet next to Men's Restroom.
- (e) Keswick Power Plant – 2nd floor closet and storage and 1st floor closet and storage.
- (f) Keswick Office Building – Storage and closet on 1st and 2nd floors.
- (g) Spring Creek Power Plant – Storage shelf in restroom.
- (h) Carr Power Plant – Storage cabinet.

2. Performance Assessment Plan/Quality Assurance Surveillance Plan:

a. Monitoring Performance: During the course of the evaluation period, the COR will track Contractor performance. Interim (mid-term) evaluations may be provided to identify strengths and weaknesses in the Contractor's performance during the period being evaluated. At the end of the period, the COR will assess the

Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP) and report to the Contracting Officer.

b. Contractor Self-Assessment: Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the COR to be considered in its report to the Contracting Officer. The self-assessment shall be submitted not later than 5 working days after the end of each evaluation period. The self-evaluation shall not exceed 1 page per PRS element. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The self-assessment itself will NOT be the basis for the payment determination.

c. COR Recommendation: The COR will consider all evaluations and any other pertinent information, including Contractor self-assessment, and will prepare a report to the Contracting Officer with findings and recommendations. The Contractor will be provided a copy of the draft findings and recommendations of the COR and will be afforded the opportunity to identify factual errors. The COR's draft recommendation is not subject to negotiation and the COR will not engage in discussions with the Contractor. Any errors identified by the Contractor will be addressed by the COR in its final report. The Contractor will be provided a copy of the final COR report at the same time the report is submitted to the Contracting Officer.

d. Payment Determination: The Contracting Officer may meet with the COR to discuss the COR's report. The Contracting Officer will make a final determination in writing as to the percentage of work successfully completed, and the resulting payment to be made. A copy of the determination will be provided to the Contractor no later than 45 calendar days after the end of the period being evaluated. All Contracting Officer decisions regarding payment calculations are unilateral decisions made solely at the discretion of the Government.

e. Deduction: Notwithstanding any other clause of this contract, payment calculations will be made within the later of 60 days after the end of the evaluation period or 30 days after receipt of an approved invoice.

f. The Quality Assurance Surveillance Plan is one evaluation method the government uses to perform surveillance to determine whether the Contractor meets the standards of performance as defined in the PWS. The absence of a QASP for any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract in determining the quality of the Contractor performance.

| QUALITY ASSURANCE SURVALANCE PLAN (QASP) | | |
|---|--|---|
| Performance Requirement Summary (PRS) | Acceptable Quality Level (AQL) | Means of Measurement |
| All Tasks IAW Part B, Paragraphs 1 and 2. | <p><u>Timelines:</u> All task are completed within required time frames 95% of the time.</p> <p><u>Quality:</u> All tasks are completed to industry standards 95% of the time.</p> | <p>Periodic or 100% inspections</p> <p>Customer Complaints.</p> |

WD 15-5627 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5627
Revision No.: 5
Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: California

Area: California County of Shasta

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 16.44 |
| 01012 - Accounting Clerk II | | 18.46 |
| 01013 - Accounting Clerk III | | 20.65 |
| 01020 - Administrative Assistant | | 25.83 |
| 01035 - Court Reporter | | 20.96 |
| 01041 - Customer Service Representative I | | 11.94 |
| 01042 - Customer Service Representative II | | 13.42 |
| 01043 - Customer Service Representative III | | 14.65 |
| 01051 - Data Entry Operator I | | 15.96 |
| 01052 - Data Entry Operator II | | 17.42 |
| 01060 - Dispatcher, Motor Vehicle | | 18.84 |
| 01070 - Document Preparation Clerk | | 14.72 |
| 01090 - Duplicating Machine Operator | | 14.72 |
| 01111 - General Clerk I | | 13.29 |
| 01112 - General Clerk II | | 14.50 |
| 01113 - General Clerk III | | 17.70 |
| 01120 - Housing Referral Assistant | | 22.39 |
| 01141 - Messenger Courier | | 13.48 |
| 01191 - Order Clerk I | | 16.64 |
| 01192 - Order Clerk II | | 18.16 |
| 01261 - Personnel Assistant (Employment) I | | 17.40 |
| 01262 - Personnel Assistant (Employment) II | | 19.46 |
| 01263 - Personnel Assistant (Employment) III | | 21.69 |
| 01270 - Production Control Clerk | | 21.81 |
| 01290 - Rental Clerk | | 16.57 |
| 01300 - Scheduler, Maintenance | | 17.83 |
| 01311 - Secretary I | | 17.83 |
| 01312 - Secretary II | | 19.42 |
| 01313 - Secretary III | | 22.39 |

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| 01320 - Service Order Dispatcher | 17.35 |
| 01410 - Supply Technician | 25.83 |
| 01420 - Survey Worker | 18.84 |
| 01460 - Switchboard Operator/Receptionist | 14.72 |
| 01531 - Travel Clerk I | 13.87 |
| 01532 - Travel Clerk II | 14.94 |
| 01533 - Travel Clerk III | 16.05 |
| 01611 - Word Processor I | 14.68 |
| 01612 - Word Processor II | 16.48 |
| 01613 - Word Processor III | 18.76 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 23.71 |
| 05010 - Automotive Electrician | 21.36 |
| 05040 - Automotive Glass Installer | 20.24 |
| 05070 - Automotive Worker | 20.24 |
| 05110 - Mobile Equipment Servicer | 17.99 |
| 05130 - Motor Equipment Metal Mechanic | 22.49 |
| 05160 - Motor Equipment Metal Worker | 20.24 |
| 05190 - Motor Vehicle Mechanic | 22.02 |
| 05220 - Motor Vehicle Mechanic Helper | 16.87 |
| 05250 - Motor Vehicle Upholstery Worker | 19.11 |
| 05280 - Motor Vehicle Wrecker | 20.24 |
| 05310 - Painter, Automotive | 21.36 |
| 05340 - Radiator Repair Specialist | 20.24 |
| 05370 - Tire Repairer | 14.98 |
| 05400 - Transmission Repair Specialist | 22.49 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 16.27 |
| 07041 - Cook I | 14.18 |
| 07042 - Cook II | 16.38 |
| 07070 - Dishwasher | 10.37 |
| 07130 - Food Service Worker | 11.43 |
| 07210 - Meat Cutter | 18.28 |
| 07260 - Waiter/Waitress | 11.07 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 22.26 |
| 09040 - Furniture Handler | 15.25 |
| 09080 - Furniture Refinisher | 22.26 |
| 09090 - Furniture Refinisher Helper | 17.58 |
| 09110 - Furniture Repairer, Minor | 19.93 |
| 09130 - Upholsterer | 22.26 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 12.22 |
| 11060 - Elevator Operator | 14.69 |
| 11090 - Gardener | 16.37 |
| 11122 - Housekeeping Aide | 14.69 |
| 11150 - Janitor | 14.69 |
| 11210 - Laborer, Grounds Maintenance | 13.40 |
| 11240 - Maid or Houseman | 10.95 |
| 11260 - Pruner | 13.31 |
| 11270 - Tractor Operator | 15.37 |
| 11330 - Trail Maintenance Worker | 13.40 |
| 11360 - Window Cleaner | 15.21 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 20.05 |
| 12011 - Breath Alcohol Technician | 20.65 |
| 12012 - Certified Occupational Therapist Assistant | 28.32 |
| 12015 - Certified Physical Therapist Assistant | 29.98 |
| 12020 - Dental Assistant | 18.21 |
| 12025 - Dental Hygienist | 44.39 |
| 12030 - EKG Technician | 31.08 |

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| 12035 - Electroneurodiagnostic Technologist | 31.08 |
| 12040 - Emergency Medical Technician | 20.05 |
| 12071 - Licensed Practical Nurse I | 21.98 |
| 12072 - Licensed Practical Nurse II | 24.59 |
| 12073 - Licensed Practical Nurse III | 27.41 |
| 12100 - Medical Assistant | 15.36 |
| 12130 - Medical Laboratory Technician | 18.62 |
| 12160 - Medical Record Clerk | 20.69 |
| 12190 - Medical Record Technician | 23.13 |
| 12195 - Medical Transcriptionist | 23.09 |
| 12210 - Nuclear Medicine Technologist | 45.36 |
| 12221 - Nursing Assistant I | 12.41 |
| 12222 - Nursing Assistant II | 13.95 |
| 12223 - Nursing Assistant III | 15.53 |
| 12224 - Nursing Assistant IV | 17.44 |
| 12235 - Optical Dispenser | 19.86 |
| 12236 - Optical Technician | 18.46 |
| 12250 - Pharmacy Technician | 18.63 |
| 12280 - Phlebotomist | 21.10 |
| 12305 - Radiologic Technologist | 32.93 |
| 12311 - Registered Nurse I | 40.86 |
| 12312 - Registered Nurse II | 49.98 |
| 12313 - Registered Nurse II, Specialist | 49.98 |
| 12314 - Registered Nurse III | 60.45 |
| 12315 - Registered Nurse III, Anesthetist | 60.45 |
| 12316 - Registered Nurse IV | 68.50 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 30.00 |
| 12320 - Substance Abuse Treatment Counselor | 17.59 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 23.61 |
| 13012 - Exhibits Specialist II | 29.25 |
| 13013 - Exhibits Specialist III | 36.92 |
| 13041 - Illustrator I | 22.71 |
| 13042 - Illustrator II | 28.14 |
| 13043 - Illustrator III | 34.42 |
| 13047 - Librarian | 31.43 |
| 13050 - Library Aide/Clerk | 16.05 |
| 13054 - Library Information Technology Systems Administrator | 25.79 |
| 13058 - Library Technician | 17.11 |
| 13061 - Media Specialist I | 20.48 |
| 13062 - Media Specialist II | 22.91 |
| 13063 - Media Specialist III | 25.53 |
| 13071 - Photographer I | 17.88 |
| 13072 - Photographer II | 21.38 |
| 13073 - Photographer III | 26.50 |
| 13074 - Photographer IV | 33.56 |
| 13075 - Photographer V | 39.20 |
| 13090 - Technical Order Library Clerk | 15.49 |
| 13110 - Video Teleconference Technician | 20.53 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 16.61 |
| 14042 - Computer Operator II | 18.58 |
| 14043 - Computer Operator III | 20.71 |
| 14044 - Computer Operator IV | 23.02 |
| 14045 - Computer Operator V | 25.49 |
| 14071 - Computer Programmer I | (see 1) 23.09 |
| 14072 - Computer Programmer II | (see 1) 27.18 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |

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| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 16.61 |
| 14160 - Personal Computer Support Technician | | 23.02 |
| 14170 - System Support Specialist | | 23.36 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 35.36 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 42.77 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 51.27 |
| 15050 - Computer Based Training Specialist / Instructor | | 35.36 |
| 15060 - Educational Technologist | | 39.68 |
| 15070 - Flight Instructor (Pilot) | | 51.27 |
| 15080 - Graphic Artist | | 24.56 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 37.54 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 37.54 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 37.54 |
| 15090 - Technical Instructor | | 26.14 |
| 15095 - Technical Instructor/Course Developer | | 32.04 |
| 15110 - Test Proctor | | 21.58 |
| 15120 - Tutor | | 21.58 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 11.75 |
| 16030 - Counter Attendant | | 11.75 |
| 16040 - Dry Cleaner | | 13.88 |
| 16070 - Finisher, Flatwork, Machine | | 11.75 |
| 16090 - Presser, Hand | | 11.75 |
| 16110 - Presser, Machine, Drycleaning | | 11.75 |
| 16130 - Presser, Machine, Shirts | | 11.75 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 11.75 |
| 16190 - Sewing Machine Operator | | 15.07 |
| 16220 - Tailor | | 16.24 |
| 16250 - Washer, Machine | | 12.32 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 24.36 |
| 19040 - Tool And Die Maker | | 29.14 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 19.22 |
| 21030 - Material Coordinator | | 21.81 |
| 21040 - Material Expediter | | 21.81 |
| 21050 - Material Handling Laborer | | 15.20 |
| 21071 - Order Filler | | 15.43 |
| 21080 - Production Line Worker (Food Processing) | | 19.22 |
| 21110 - Shipping Packer | | 14.55 |
| 21130 - Shipping/Receiving Clerk | | 14.55 |
| 21140 - Store Worker I | | 12.80 |
| 21150 - Stock Clerk | | 17.56 |
| 21210 - Tools And Parts Attendant | | 19.22 |
| 21410 - Warehouse Specialist | | 19.22 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 31.16 |
| 23019 - Aircraft Logs and Records Technician | | 24.06 |
| 23021 - Aircraft Mechanic I | | 29.29 |
| 23022 - Aircraft Mechanic II | | 31.16 |
| 23023 - Aircraft Mechanic III | | 33.00 |
| 23040 - Aircraft Mechanic Helper | | 20.68 |
| 23050 - Aircraft, Painter | | 27.53 |
| 23060 - Aircraft Servicer | | 24.06 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 27.53 |
| 23080 - Aircraft Worker | | 25.82 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | | 25.82 |

| | |
|--|-------|
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 29.29 |
| 23110 - Appliance Mechanic | 24.36 |
| 23120 - Bicycle Repairer | 18.13 |
| 23125 - Cable Splicer | 31.25 |
| 23130 - Carpenter, Maintenance | 24.82 |
| 23140 - Carpet Layer | 23.93 |
| 23160 - Electrician, Maintenance | 28.81 |
| 23181 - Electronics Technician Maintenance I | 24.99 |
| 23182 - Electronics Technician Maintenance II | 26.33 |
| 23183 - Electronics Technician Maintenance III | 31.66 |
| 23260 - Fabric Worker | 22.56 |
| 23290 - Fire Alarm System Mechanic | 25.91 |
| 23310 - Fire Extinguisher Repairer | 20.99 |
| 23311 - Fuel Distribution System Mechanic | 27.48 |
| 23312 - Fuel Distribution System Operator | 21.33 |
| 23370 - General Maintenance Worker | 20.27 |
| 23380 - Ground Support Equipment Mechanic | 29.29 |
| 23381 - Ground Support Equipment Servicicer | 24.06 |
| 23382 - Ground Support Equipment Worker | 25.82 |
| 23391 - Gunsmith I | 20.99 |
| 23392 - Gunsmith II | 24.13 |
| 23393 - Gunsmith III | 27.30 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 23.87 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 25.39 |
| 23430 - Heavy Equipment Mechanic | 26.03 |
| 23440 - Heavy Equipment Operator | 29.93 |
| 23460 - Instrument Mechanic | 28.78 |
| 23465 - Laboratory/Shelter Mechanic | 25.73 |
| 23470 - Laborer | 15.13 |
| 23510 - Locksmith | 24.36 |
| 23530 - Machinery Maintenance Mechanic | 28.78 |
| 23550 - Machinist, Maintenance | 21.00 |
| 23580 - Maintenance Trades Helper | 17.41 |
| 23591 - Metrology Technician I | 28.78 |
| 23592 - Metrology Technician II | 30.43 |
| 23593 - Metrology Technician III | 32.11 |
| 23640 - Millwright | 27.98 |
| 23710 - Office Appliance Repairer | 20.46 |
| 23760 - Painter, Maintenance | 22.12 |
| 23790 - Pipefitter, Maintenance | 27.33 |
| 23810 - Plumber, Maintenance | 25.69 |
| 23820 - Pneudraulic Systems Mechanic | 25.91 |
| 23850 - Rigger | 27.30 |
| 23870 - Scale Mechanic | 24.13 |
| 23890 - Sheet-Metal Worker, Maintenance | 27.98 |
| 23910 - Small Engine Mechanic | 20.27 |
| 23931 - Telecommunications Mechanic I | 26.97 |
| 23932 - Telecommunications Mechanic II | 28.53 |
| 23950 - Telephone Lineman | 30.71 |
| 23960 - Welder, Combination, Maintenance | 22.92 |
| 23965 - Well Driller | 27.30 |
| 23970 - Woodcraft Worker | 27.30 |
| 23980 - Woodworker | 19.77 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 16.67 |
| 24570 - Child Care Attendant | 12.80 |
| 24580 - Child Care Center Clerk | 15.96 |
| 24610 - Chore Aide | 11.02 |

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|--|-------|
| 24620 - Family Readiness And Support Services Coordinator | 16.67 |
| 24630 - Homemaker | 17.70 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.98 |
| 25040 - Sewage Plant Operator | 26.17 |
| 25070 - Stationary Engineer | 27.98 |
| 25190 - Ventilation Equipment Tender | 19.75 |
| 25210 - Water Treatment Plant Operator | 26.17 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 25.77 |
| 27007 - Baggage Inspector | 17.26 |
| 27008 - Corrections Officer | 27.37 |
| 27010 - Court Security Officer | 27.60 |
| 27030 - Detection Dog Handler | 21.22 |
| 27040 - Detention Officer | 27.37 |
| 27070 - Firefighter | 24.94 |
| 27101 - Guard I | 17.26 |
| 27102 - Guard II | 21.22 |
| 27131 - Police Officer I | 39.18 |
| 27132 - Police Officer II | 43.56 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.77 |
| 28042 - Carnival Equipment Repairer | 14.87 |
| 28043 - Carnival Worker | 10.40 |
| 28210 - Gate Attendant/Gate Tender | 13.96 |
| 28310 - Lifeguard | 11.79 |
| 28350 - Park Attendant (Aide) | 15.61 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.39 |
| 28515 - Recreation Specialist | 19.34 |
| 28630 - Sports Official | 12.43 |
| 28690 - Swimming Pool Operator | 17.18 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 28.29 |
| 29020 - Hatch Tender | 28.29 |
| 29030 - Line Handler | 28.29 |
| 29041 - Stevedore I | 26.44 |
| 29042 - Stevedore II | 30.15 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 38.29 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 26.41 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 29.07 |
| 30021 - Archeological Technician I | 20.33 |
| 30022 - Archeological Technician II | 22.74 |
| 30023 - Archeological Technician III | 28.16 |
| 30030 - Cartographic Technician | 28.16 |
| 30040 - Civil Engineering Technician | 32.42 |
| 30051 - Cryogenic Technician I | 25.70 |
| 30052 - Cryogenic Technician II | 28.39 |
| 30061 - Drafter/CAD Operator I | 20.33 |
| 30062 - Drafter/CAD Operator II | 22.74 |
| 30063 - Drafter/CAD Operator III | 25.34 |
| 30064 - Drafter/CAD Operator IV | 31.19 |
| 30081 - Engineering Technician I | 16.86 |
| 30082 - Engineering Technician II | 18.93 |
| 30083 - Engineering Technician III | 21.17 |
| 30084 - Engineering Technician IV | 26.23 |
| 30085 - Engineering Technician V | 32.20 |
| 30086 - Engineering Technician VI | 38.82 |
| 30090 - Environmental Technician | 23.61 |
| 30095 - Evidence Control Specialist | 23.20 |

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|---|-------|
| 30210 - Laboratory Technician | 20.88 |
| 30221 - Latent Fingerprint Technician I | 24.73 |
| 30222 - Latent Fingerprint Technician II | 27.31 |
| 30240 - Mathematical Technician | 28.16 |
| 30361 - Paralegal/Legal Assistant I | 18.92 |
| 30362 - Paralegal/Legal Assistant II | 24.85 |
| 30363 - Paralegal/Legal Assistant III | 30.39 |
| 30364 - Paralegal/Legal Assistant IV | 36.76 |
| 30375 - Petroleum Supply Specialist | 28.39 |
| 30390 - Photo-Optics Technician | 28.16 |
| 30395 - Radiation Control Technician | 28.39 |
| 30461 - Technical Writer I | 24.40 |
| 30462 - Technical Writer II | 29.85 |
| 30463 - Technical Writer III | 36.10 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 24.34 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 29.44 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 35.29 |
| 30494 - Unexploded (UXO) Safety Escort | 24.34 |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.34 |
| 30501 - Weather Forecaster I | 31.19 |
| 30502 - Weather Forecaster II | 37.94 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 25.34 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 27.83 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 28.85 |
| 31020 - Bus Aide | 12.60 |
| 31030 - Bus Driver | 18.75 |
| 31043 - Driver Courier | 14.01 |
| 31260 - Parking and Lot Attendant | 12.18 |
| 31290 - Shuttle Bus Driver | 15.13 |
| 31310 - Taxi Driver | 12.73 |
| 31361 - Truckdriver, Light | 15.13 |
| 31362 - Truckdriver, Medium | 18.52 |
| 31363 - Truckdriver, Heavy | 20.48 |
| 31364 - Truckdriver, Tractor-Trailer | 20.48 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.07 |
| 99030 - Cashier | 11.97 |
| 99050 - Desk Clerk | 11.35 |
| 99095 - Embalmer | 25.00 |
| 99130 - Flight Follower | 23.85 |
| 99251 - Laboratory Animal Caretaker I | 13.16 |
| 99252 - Laboratory Animal Caretaker II | 14.22 |
| 99260 - Marketing Analyst | 24.18 |
| 99310 - Mortician | 25.00 |
| 99410 - Pest Controller | 17.47 |
| 99510 - Photofinishing Worker | 15.20 |
| 99710 - Recycling Laborer | 26.39 |
| 99711 - Recycling Specialist | 31.53 |
| 99730 - Refuse Collector | 23.84 |
| 99810 - Sales Clerk | 12.32 |
| 99820 - School Crossing Guard | 14.46 |
| 99830 - Survey Party Chief | 38.36 |
| 99831 - Surveying Aide | 20.83 |
| 99832 - Surveying Technician | 28.59 |
| 99840 - Vending Machine Attendant | 16.84 |
| 99841 - Vending Machine Repairer | 20.10 |
| 99842 - Vending Machine Repairer Helper | 16.84 |

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Health and Human Services-16.

SUBJECT:

Housing and Community Action Agency Budget Amendments

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Agency, 530-225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Agency

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

RECOMMENDATION

Approve Fiscal Year 2017-18 budget amendments increasing appropriations by \$25,000 in the Housing budget and \$25,000 in the Community Action Agency budget to be offset with Contingency Reserve to allow for termination pay.

SUMMARY

N/A

DISCUSSION

The Housing and Community Action Agency had two staff retire and/or pursue other areas of government employment during Fiscal Year 2017-18. When this occurs, termination pay (i.e. payment of vacation) is dispersed to the employee departing employment with County of Shasta. When the employee departs without advance notice it is often difficult to predict and/or budget for these costs.

ALTERNATIVES

The Board could choose to modify the budget amendment request or not approve the budget amendment.

OTHER AGENCY INVOLVEMENT

The County Administrative Office reviewed the recommendation. The Housing/Community Action Agency Director worked with the County Chief Financial Officer to prepare the recommendation. The Auditor-Controller's Office has reviewed the budget amendment.

FINANCING

The final payout is a General Fund obligation. Therefore, there is a General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

| Description | Upload Date | Description |
|-------------------------|-------------|-------------------------|
| Budget Amendment Memo | 6/19/2018 | Budget Amendment Memo |
| Budget Amendment Report | 6/21/2018 | Budget Amendment Report |



Shasta County

DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center
1450 Court Street, Suite 108
Redding, CA 96001-1661
Phone: (530) 225-5160 FAX: (530) 225-5178

Laura Burch, Director
Housing Authority
Community Action Agency

Date: June 19, 2018

To: Brian Muir, Auditor-Controller
Larry Lees, CEO

From: Laura Burch, Director of Housing/Community Action Agency

Re: Budget Amendments for 54300 Housing and 59000 Community Action Agency

The Housing and Community Action Agency had staff retire and/or pursue other areas of government employment during the fiscal year of 2017-18. Due to these unanticipated events, additional appropriation in the Salaries/Termination/Special Pay accounts. Both the Housing (543) budget and the Community Action Agency (590) budgets each respectively need \$25,000, for a total of \$50,000.

It is our intention to present this to the Board of Supervisors for approval on June 26, 2018.

If you should have any questions or need any additional information, please let me know.

cc: Julie Hope, Principal Administrative Analyst, County Administrative Office
Terri Howat, County Chief Financial Officer

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

TITLE* (Internal Notes Field Only): Housing and Community Action Budget Amendments

BOARD MEETING DATE: June 26, 2018

AGENDA CATEGORY: Other Departments

DEPARTMENT: Housing and Community Action Agency

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Agency

SUPERVISORIAL DISTRICT NO.: All

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Agency

Vote Required?

- ☐ No Vote
☐ 2/3 Vote
☒ 4/5 Vote
☐ Simple Majority Vote
☐ Unanimous Vote

General Fund Impact?

- ☐ No General Fund Impact from the Recommended Action
☐ No Additional General Fund Impact from the Recommended Action
☒ General Fund Impact from the Recommended Action

SUBJECT

Housing and Community Action Budget Amendments

RECOMMENDATION

Approve budget amendments increasing appropriations by \$25,000 in the Housing budget (543) and \$25,000 in the Community Action Agency budget (590) to be offset with Contingency Reserve to allow for termination pay.

SUMMARY

N/A

DISCUSSION

The Housing and Community Action Agency had staff retire and/or pursue other areas of government employment during the fiscal year of 2017-18. When this occurs, termination pay (i.e. payment of vacation) is dispersed to the employee departing employment with County of Shasta.

ALTERNATIVES

The Board could choose to modify the budget amendment request.

OTHER AGENCY INVOLVEMENT

The County Administrative Office reviewed the recommendation. The Housing/Community Action Agency Director worked with the County Chief Financial Officer to prepare the recommendation.

FINANCING

The final payout is a General Fund obligation.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Law and Justice-17.

SUBJECT:

Third 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 \$100,000 to \$120,000, increasing the total agreement maximum compensation by \$20,000 (for a new total agreement maximum compensation of \$594,000) 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 \$120,000 for Fiscal Year (FY) 2017-18, and the agreement's maximum compensation to \$594,000, 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, and again on June 5, 2018 to \$100,000 for FY 2017-18 and a maximum compensation of \$574,000. Following the approval of the Second Amendment, the department realized that usage of the services provided by VOTC was higher than estimated during the processing of the Second Amendment which resulted in the need for this Third Amendment.

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 \$20,000 to a new maximum of \$594,000 to allow a greater number of offenders to benefit from the alcohol and drug-free housing that VOTC provides. From FY 2015-16 through March 31, 2018, VOTC has averaged a completion rate of 46% for the Shasta County Probation Department, with 90 individuals being referred for sober living services 266 times. 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 |
|---------------------------------------|-------------|---------------------------------------|
| 3rd Amendment VOTC Sober Living 15-18 | 6/18/2018 | 3rd Amendment VOTC Sober Living 15-18 |

**THIRD 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 Third 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, the original Agreement was amended on June 5, 2018 to increase the Probation Department maximum to \$100,000 per fiscal year, and the agreement maximum amount payable to \$574,000; 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 \$120,000 for Fiscal Year 2017-18 and increase the maximum compensation payable to Contractor by \$20,000 for a new agreement maximum amount payable of \$594,000;

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 Third 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 \$120,000 in Fiscal Year 2017-18.
- D. County shall pay to Contractor a maximum of \$594,000 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 \$594,000.

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 Third 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 Third Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Third 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

 6/18/18
By: David M. Yorton, Jr. Date
Senior Deputy County Counsel

CONTRACTOR

Date: 6-18-18


Steve Lucarelli
Executive Director

Tax I.D.#: On File

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Law and Justice-18.

SUBJECT:

Agreement with Northern Valley Catholic Social Service, Inc. to Provide Counseling Programs and 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 a renewal agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) in an amount not to exceed \$165,000 over the entire term of the agreement to provide counseling programs and services for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals.

SUMMARY

The Probation Department (Department) currently provides counseling programs and services to juveniles on probation and housed at the Juvenile Rehabilitation Facility. The Department would like to continue to contract with Northern Valley Catholic Social Service, Inc. (NVCSS) for the evidence-based programs: Positive Parenting Program (Triple P), Council on Boys and Young Men, Girls Circle, and Project Towards No Drug Abuse (Project TND).

DISCUSSION

Evidence-based programming is critical to the success of the adult and juvenile offenders as they develop into self-disciplined, self-governing individuals who respect themselves, respect others, respect their community, and who are capable of making decisions that are personally and socially responsible. The programs that will be provided by NVCSS will help these individuals achieve these goals. The programs for juveniles will be offered both in the Juvenile Rehabilitation Facility and in an out-of-custody location, either at Juvenile Probation or NVCSS, to enable juvenile offenders transitioning to and from the Juvenile Rehabilitation Facility the possibility of continuing their participation in the programs.

As of the end of March 2018, NVCSS has served 91 individuals through Triple P (15 successfully completed the program), 25 youth through Girls Circle (who completed an average of 9.66 hours of treatment), 53 youth through Council on Boys and Young Men (who completed an average of 7.84 hours of treatment), and 72 youth through Project TND (16 have completed the program). The Probation Department will continue to track referrals and completions of the programs.

ALTERNATIVES

The Board could decide not to approve the agreement or could request changes to the terms and conditions of the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Probation Department’s FY 2018-19 Requested Budget includes funds appropriated for this agreement and the Department will include appropriate funding in future requests. The agreement is funded with Juvenile Justice, Juvenile Probation, and 2011 Public Safety Realignment. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

| Description | Upload Date | Description |
|------------------------|-------------|------------------------|
| NVCSS Counseling 18-19 | 6/18/2018 | NVCSS Counseling 18-19 |

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.**

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Northern Valley Catholic Social Service, Inc. ("Consultant"), a California corporation, (collectively, the "Parties" and individually a "Party") for the purpose of providing counseling programs and services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide an evidence-based parenting group, Positive Parenting Program (Triple P), to offenders referred to Consultant by County.
- B. Provide an evidence-based program, Council on Boys and Young Men, to male juvenile offenders referred to Consultant by County.
- C. Provide an evidence-based program, Girls Circle, to female juvenile offenders referred to Consultant by County.
- D. Provide the effective drug abuse prevention program, Project Towards No Drug Abuse, to juvenile offenders, both in the Juvenile Rehabilitation Facility and out of custody, referred to Consultant by County.
- E. Participate in an evidence-based Correctional Program Checklist evaluation as requested by County and work with county staff to develop an improvement plan based on evaluation recommendations.
- F. Ensure that staff and volunteers interacting with juvenile offenders complete fingerprinting, background check, and confidentiality training prior to providing services.
- G. Ensure that Consultant staff and volunteers exhibit professional, ethical, and appropriate behavior while providing services for County. Consultant staff and volunteers who interact with offenders must be approved by the Chief Probation Officer or her designee.
- H. Provide a confidential written monthly report that contains statistics regarding participating offender's demographics, program success, and recidivism outcomes. The report shall be sent to County by the 10th of the month following the end of the month in which services were provided. The report shall include:
 - (1) Number of referrals received.
 - (2) Number of offenders who fail to report to program after referral.
 - (3) Number of offenders attending each program and their supervision level.

- (4) Number of offenders at each level (if graduated levels are part of the program).
 - (5) Name of offenders enrolled in program.
 - (6) Beginning and ending dates of services provided to offenders.
 - (7) Number of offenders who successfully complete the program.
 - (8) Number of offenders who terminate unsuccessfully from the program, and reasons for program termination.
 - (9) Weekly attendance rosters to assure that all offenders are attending as directed.
 - (10) Comparison results for the pre-test and post-test of offenders completing the program. The pre-tests and post-tests for each program shall be County-approved.
- I. Provide a quarterly report that contains statistics regarding Triple P outcomes. The report shall be sent to County by the 10th of the month following the end of the quarter in which services were provided. The report shall include:
- (1) Number of participants reporting improved parent/child relationships.
 - (2) Number of participants reporting a decrease in negative and disruptive child behaviors.
 - (3) Number of participants reporting a decrease in parenting related anxiety and/or stress.
 - (4) Number of participants reporting an increase in parenting skills.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Refer offenders to Consultant. Referrals will be made using a County-approved referral form.
- B. Work with Consultant staff to develop an improvement plan should County conduct an evidence-based Correctional Program Checklist evaluation.
- C. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid a rate of \$295.50 per group per week for all services described in this agreement.
- B. County shall pay to Consultant a maximum of \$55,000 per fiscal year 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 \$165,000.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to County by the 10th of the month following the month of services prescribed in Section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning July 1, 2018 and ending June 30, 2019. 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 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 for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Each Party may terminate this agreement without cause on 30 days written notice to the other Party.
- 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 County Executive Officer or the Chief Probation Officer.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and

the Chief Probation Officer, 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 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 insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 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 County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been

obtained and are maintained similar to that required of Consultant pursuant to this agreement.

E. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought.”

- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital

status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. 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 15. 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 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. 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 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Chief Probation Officer
Shasta County Probation Department
2684 Radio Lane
Redding, CA 96001

Phone: (530) 245-6200

Fax: (530) 245-6001

If to Consultant: Executive Director
Northern Valley Catholic Social Service
2400 Washington Avenue
Redding, CA 96001
Phone: (530) 241-0552
Fax: (530) 241-6457

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

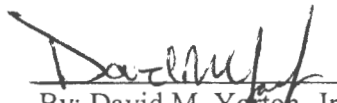
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

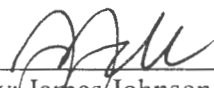
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

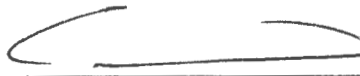
 6/14/18
By: David M. Yorton, Jr. Date
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

 06/14/18
By: James Johnson Date
Risk Management Analyst III

CONSULTANT

Date: 6.14.18


Cathleen E. Wyatt
Executive Director

Tax I.D. #: 20-0984601

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Law and Justice-19.

SUBJECT:

Agreement with Northern Valley Catholic Social Service for a Supportive Housing Program

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 renewal agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) in an amount not to exceed \$762,000 over the entire term of the agreement (includes up to a \$74,000 advance payment each fiscal year for the Resource Fund), to continue to provide a Participants' Actions To Housing (PATH) supportive housing program for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals.

SUMMARY

As a result of a competitive procurement process, NVCSS was selected to continue to provide the PATH program to house homeless offenders. This agreement will allow the program to continue without a lapse in services.

DISCUSSION

On February 14, 2018, the Shasta County Department of Support Services, on behalf of the Shasta County Probation Department (Probation), issued a Request for Proposals (RFP) from service providers with the capacity to implement and operate a Supportive Housing Program for homeless offenders (individuals and families) referred by Probation. The proposal from NVCSS was accepted and contract negotiations commenced. The attached agreement is the result of those negotiations and the final decisions arrived at by both parties.

The proposed contract continues a supportive housing program that implements a multi-phase model of case management that provides assistance to homeless Probation offenders to obtain and retain housing, and offers an assistance program for rent subsidies and expenses related to obtaining housing.

In addition to case management and housing related aid, the contract provides an assessment of individual strengths and needs and training sessions, workshops, classes, and group meetings to promote independent living skills and stable housing, including information and tools relating to finances, budgeting, and health and safety for residents in an effort to build confidence and enhance ability to maintain independent living and stable housing.

The Resource Fund (advance payment up to \$74,000 each fiscal year) is a revolving loan account to cover the cost of security and utility deposits. The agreement provides for these funds to be maintained in a separate interest-bearing account and that any remaining funds, should this agreement be terminated, be returned to County.

From February 2014 through March 2018, 682 referrals have been made to the NVCSS PATH program by the Probation Department. In that time, 314 offenders have completed housing workshops, 213 offenders have received housing placement through the program and retained housing for at least 30 consecutive days, and 24 offenders have received rent subsidies.

ALTERNATIVES

The Board could decide not to approve the agreement or could request changes to the terms and conditions of the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Probation Department’s FY 2018-19 Requested Budget includes funds appropriated for this agreement and the department will include appropriate funding in future requested budgets. The agreement is funded with 2011 Public Safety Realignment. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

| Description | Upload Date | Description |
|------------------|-------------|------------------|
| NVCSS PATH 18-19 | 6/18/2018 | NVCSS PATH 18-19 |

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.**

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Northern Valley Catholic Social Service, Inc., a California corporation, ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of administration and implementation of a Supportive Housing program entitled *Participants' Actions To Housing* ("PATH").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Accept referrals from County to PATH.
- B. Provide two Resource Coordinators to manage the caseload of clients referred by County. The responsibilities of the Resource Coordinators include, but shall not be limited to:
 - (1) Interviewing each client and creating an individualized case plan with goals and objectives agreed to by the Resource Coordinator, County, and client.
 - (2) Research all options available to locate appropriate housing based on each client's need.
 - (3) Provide a housing resource guide to each client.
 - (4) Assist clients in identifying appropriate housing, meeting landlords, completing paperwork required by prospective landlords, including proof-reading and correcting applications and obtaining necessary supportive documents.
 - (5) Complete case notes to determine the number of contacts per week, participations in workshops, and progress towards obtaining housing, meeting goals, and objectives.
 - (6) Conduct Resident Satisfaction Surveys to determine the applicability and appropriateness of services and training.
 - (7) Maintain an active file for each client until workshops are completed, housing is stable, rent subsidies are no longer needed, and/or probation is complete.
 - (8) Close files when the client completes the program, meeting goals and objectives identified in their case management plan, and the Probation Officer and Resource Coordinator agree that no further requirements are necessary.

- (9) Ensure that clients are meeting PATH loan repayment requirements.
 - (10) Work closely with the client and the client's Probation Officer to ensure client's compliance with any repayment requirement or restitution. In the event a client is in default in any repayment requirement or restitution, Consultant shall inform County of same and advise the client that he/she is at risk of being terminated from PATH. If the client continues to be in default in any repayment requirement or restitution, County may terminate client from PATH.
 - (11) Continue to monitor PATH loan payments for clients who have completed probation, but who are still repaying a loan, until the loan is paid in full.
- C. Provide laptop computers and cellular phones for Resource Coordinators sufficient to provide the services described in this agreement.
 - D. Provide clients with information regarding Consultant services, and other local programs, workshops, and community based organizations to increase clients' awareness of available resources, including, but not limited to, resources to assist with utility deposits and/or payments, security deposits and/or payments, rent deposits and/or payments, and transportation assistance.
 - E. Provide clients with training sessions, workshops, classes, and group meetings, described in Attachment A, attached and incorporated herein, to promote independent living skills and stable housing. Training sessions will take place at the Community Corrections Center.
 - F. Run credit reports and background checks, as determined necessary by the Resource Coordinators, matching the client with appropriate housing opportunities, thereby maximizing the ability of the client to successfully secure and maintain permanent housing. Issues noted in the reports shall be reviewed by the Resource Coordinator with the client.
 - G. Conduct a daily housing search seeking to match available and appropriate housing with client needs and resources.
 - H. Advocate with landlords on behalf of PATH and clients, communicating concerns and complaints regarding specific tenants, as well as general program issues, to County in an effort to maintain community good will and assist clients in successfully maintaining stable housing.
 - I. Provide weekly status review for every client participating in PATH to County in writing.
 - J. Allow periodic observation of Consultant activities by County.

- K. Participate in ongoing communication with County regarding PATH administration and client progress.
- L. Participate in training, workshops, classes, group meetings, and course evaluations requested by County and provide, administer, analyze, and summarize results of regular participant satisfaction surveys regarding content and delivery to County in writing.
- M. Manage a revolving loan account (Resource Fund) to cover the cost of security and utility deposits. Other expenses critical to setting up a household presenting an additional expense to move-in will be considered on a case by case basis by the Resource Coordinator as eligible for a loan. The client will sign and comply with the repayment agreement, a sample of which is attached herein as Attachment B.
- N. Provide up to seven rent subsidies for eligible clients as determined by the Consultant and County from the Resource Fund. Rent subsidies shall be determined by each individual client's needs, with no maximum amount specified. Clients receiving rent subsidies will be expected to pay 30% of their gross income towards the rent which will be documented in a rental agreement between the client and the Resource Coordinator. Consultant will serve as many eligible clients as possible with the rent subsidy revenue made available by County. Eligible clients will be required to meet additional criteria as follows:
 - (1) Demonstrate interest in maintaining behaviors consistent with good landlord/tenant relationships.
 - (2) Demonstrate interest in obtaining income through employment or support programs for which they are eligible.
 - (3) Demonstrate interest in participating in workshops or trainings made available through Consultant and/or community organizations that will maximize self-sufficiency and independence.
 - (4) Demonstrate interest in obtaining and retaining permanent housing.
 - (5) Be clean and sober for at least 30 days prior to referral to PATH.
 - (6) Participate in all other aspects of their probation case plan, including programming.
 - (7) Obtain consent of Consultant and County.
 - (8) Obtain a payee unless an exception is made and agreed to by both the Consultant and County.

- (9) Participate in additional programming such as independent living skills, personal finance, budgeting, and owner/tenant relationships.
- O. Participate in ongoing tracking of participating clients by collecting and reporting to County, at a minimum, the following data, in writing:
 - (1) Consultant shall provide a written annual report (“Annual Report”) to the County Chief Probation Officer, which must include at least the following:
 - a. Evaluation of services;
 - b. Analysis of progress toward goals and outcomes;
 - c. Specialized training and curriculum development;
 - d. Meeting activities, identified issues and responses, developing issues, and opportunities.
 - (2) Consultant shall provide a written monthly statistical and narrative summary report (“Report”) to the County Chief Probation Officer, by the 10th of the month following the month of services.
 - a. The statistical portion of the Report must include, but is not limited to, the following monthly and year-to-date information:
 - i. Participation and Discharge information, including but not limited to:
 - 1. Number of clients referred to PATH.
 - 2. Number of clients housed successfully.
 - 3. Length of stay for clients in housing and reason for termination.
 - 4. Number of clients utilizing rent subsidies, including time periods, and amounts per client.
 - 5. Length of time client utilized rent subsidies, including amounts per client.
 - 6. Number of clients participating in repayment plan, including time period, amount owed, and amount repaid per client.

7. Amount of rent deposit money repaid per client, repayment schedule, and repayment status. Of the clients participating in the repayment plan, the goal/outcome is that fifty percent will repay the funds according to the client's repayment agreement. This repayment plan includes a team approach by Consultant and County that promotes accountability and responsibility of client for repayment.
 8. Number of clients deemed not appropriate for PATH, reasons why, and alternate recommended case plan/program/service for affected clients.
 9. Number of clients who went on to obtain housing by their own means.
- ii. Referrals to County resources
 - iii. Other assessment tools used within PATH
 - iv. Percentage of clients still in need of housing
 - v. Percentage of clients referred who are participating in the Program
 - vi. Percentage of clients referred who are participating in budget preparation/maintenance
 - vii. Percentage of clients referred who are participating in life skills classes/programs
- b. The narrative portion of the Report must include, but is not limited to:
- i. PATH outcomes
 - ii. Use of and outcomes for other assessment tools used within PATH
 - iii. Types of housing options generated within the community
 - iv. Efforts to collect data on homelessness
- (3) Consultant shall include a monthly accounting report ("Resource Funds Report") to track the Resource Fund. Consultant shall maintain a separate, interest-bearing account to keep unspent and repaid Resource Fund funds as described in Section I.M. Consultant shall only use these funds for transitional housing assistance and rent subsidies for eligible clients. If there

are any funds remaining in this account at the termination of the agreement, then 100% of the remaining funds, including any accumulated interest income, shall be remitted to the County within 30 days of the termination date of this agreement. Consultant shall remit any additional repaid funds within 30 days of receipt of funds despite the termination of this agreement.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Provide non-exclusive use office space, office supplies, office furniture (desk, chair, etc.), and phone/land line at no cost to Consultant pursuant to Attachment C, attached and incorporated herein.
- B. Refer clients to Consultant based on immediate and long term housing needs. Referrals will be made using a Probation Department approved Referral Form.
- C. County and Consultant shall collaborate to evaluate client needs and create an individualized case plan to achieve the goals as outlined in this proposal.
- D. County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid for the services described in this agreement in accordance with the budget as prescribed in Attachment B, attached and incorporated herein, for the services rendered in Section 1, in an amount not to exceed \$180,000 per Fiscal Year. In no event shall the maximum amount payable for this service exceed \$540,000.
- B. In accordance with the budget as prescribed in Attachment D, to maintain a Resource Fund, described in Section 1.M. County shall pay to Consultant each year costs a maximum of \$74,000 per Fiscal Year for all reasonable and necessary costs. In no event shall the maximum amount payable for this service exceed \$222,000.
- C. County shall pay to Consultant a maximum of \$254,000 per Fiscal Year 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 \$762,000.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to County by the 10th of the month following the month of services prescribed in Section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. In accordance with the budget as prescribed in Attachment D, for the Resource Fund described in Section 3.B., Consultant shall submit to Shasta County Probation Department one time during each Fiscal Year, an invoice for an advance payment in the amount of \$74,000. The second and third year invoices will be subject to a credit of the remainder of the previous year's fund. If there are any remaining funds from the first year, they shall be put towards the second year disbursement. If there are any remaining funds from the second year, they shall be put towards the third year disbursement. County shall make payment within 30 days of receipt of Consultant's correct and approved invoice.
- C. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- 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. 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 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 for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- 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 County Executive Officer or the Chief Probation Officer or his/her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Chief Probation Officer, 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). Minor amendments to the budget as prescribed in Attachment D that do not result in a substantial or functional

changes 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 Chief Probation Officer.

- 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 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 insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 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 County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been

obtained and are maintained similar to that required of Consultant pursuant to this agreement.

E. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital

status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. 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 15. 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 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. 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 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

| | |
|---------------|--------------------------------------|
| If to County: | Shasta County Probation Department |
| | Tracie Neal, Chief Probation Officer |
| | 2684 Radio Lane |
| | Redding, CA 96001 |

If to Consultant: Northern Valley Catholic Social Service, Inc.
Cathleen E. Wyatt, Executive Director
2400 Washington Avenue
Redding, CA 96001

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

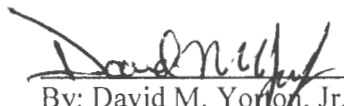
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

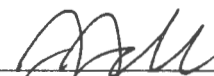
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel


 6/14/18
By: David M. Yonon, Jr. Date
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

 06/14/18
By: James Johnson Date
Risk Management Analyst III

CONSULTANT

Date: 6-12-18 _____


Cathleen E. Wyatt
Executive Director

Tax I.D.#: 20-0984601

ATTACHMENT A

ATTACHMENT A
to the Supportive Housing Program Agreement between
the County of Shasta, hereinafter referred to as "County" and
Northern Valley Catholic Social Service, Inc., hereinafter referred to as "Consultant"

CLASS TOPICS OFFERED

1. Finance/Budgeting Class:

Class will be held 2 times per week, 1 hour per class at the CCC.

This class will teach what a budget is and why it is important to have and use one. The participant will learn how to open a bank account, complete an income/expense comparison, learn to reduce expenses and budget for the week/month. Participants will be educated on the payee system's advantages and disadvantages specifically when it comes to housing. Although not taught, this class will refer participants to SSI advocates when appropriate.

2. Personal Health and Safety Class:

Class will be held 1 time per week, 1 hour per class at the CCC.

This class emphasizes the importance of knowledge, attitudes, and practices relating to personal health and safety. The participant will learn to develop a plan for their: physical, emotional and environmental life. They will be guided by topics such as nutrition and proper eating; physical fitness and weight management; sleep hygiene; stress management; proper hygiene; and house cleaning.

3. Social Relationship Skills Class:

Class will be held 1 time per week, 1 hour per class at the CCC.

This class is designed to help participants work on issues in their relationships, both personal and public. The focus will be to identify the strengths and weaknesses each participant has in this area to help reinforce strengths and improve upon weaknesses. Topics to be covered will include, but not be limited to, proper communication, cooperation, assertiveness vs. aggressiveness, responsibility of actions and words, empathy, engagement, self-control, externalizing and internalizing conversations.

There will be role playing activities on how to interview for housing, jobs and/or volunteering. These activities will be evaluated by the facilitator to help the participant overcome any issues regarding specific activities.

ATTACHMENT B

ATTACHMENT B
to the Supportive Housing Program Agreement between
the County of Shasta, hereinafter referred to as "County" and
Northern Valley Catholic Social Service, Inc., hereinafter referred to as "Consultant"

SAMPLE REPAYMENT AGREEMENT

Northern Valley Catholic Social Service (NVCSS)
Participants' Actions To Housing (PATH) Resource Fund

Payment Schedule

I/We, _____, agree to return the money provided to me/us by NVCSS through the PATH Fund, on _____, in the amount of \$_____.

I/We agree to make monthly payments of \$_____ for _____ months until fully paid at no interest. I/We understand that the full amount can be returned at any time before final payment is due. If I/we do not repay the funds there may be legal action taken against me/us.

CLIENT SIGNATURE _____ **Date** _____

CLIENT SIGNATURE _____ **Date** _____

Address _____

_____ **Phone** _____

NVCSS Representative Signature _____ **Date** _____

Beginning amount \$ _____

| DATE | AMOUNT PAID | REMAINING BALANCE |
|------|-------------|-------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ATTACHMENT C

to the Supportive Housing Program Agreement between the
County of Shasta, hereinafter referred to as "County," and
Northern Valley Catholic Social Service, Inc. hereinafter referred to as "Consultant"

AGREEMENT FOR NON-EXCLUSIVE USE OF SPACE

- A. Consultant shall be permitted and allowed non-exclusive use of and access to approximately 400 square feet of office space, one group room with enough space for 15 chairs in a circle, and common area space, at the County's Facility located in Redding, California ("Facility"). County, in its sole discretion, may determine what area or areas that Consultant is permitted to use and make changes or alter the area to be used at any time. In addition, County may terminate, without cause, the permission to use the Facility provided for in this attachment upon seven (7) days written notice to Consultant without affecting the Consultant's obligation to provide the services provided for in this agreement. The County will endeavor to provide adequate alternate non-exclusive use space to allow for the continuation of PATH without interruption. For purposes of this agreement, alternative adequate space includes space as described above. In the event that County is unable to provide alternative adequate space, County and Consultant may enter into negotiations to amend this agreement in light of Consultant having to obtain alternative adequate space at a non-County owned or leased site. In the event that the Parties enter negotiations to amend this agreement as a result of County's inability to provide adequate alternative space and the Parties are unable to reach agreement within 120 days following County's notice of termination of permission to use the Facility, either party may terminate this agreement upon 15 days written notice to the other party. Nothing in this paragraph shall be construed to alter or modify the rights of the Parties to terminate this agreement pursuant to Section 6 of this agreement.
- B. In County's sole discretion, Consultant shall repair at its expense or shall reimburse County for the costs of repairing any damage to the Facility caused by, resulting from or in any way connected with use of the Facility by Consultant or Consultant's employees, agents, or volunteers, but not limited to the provision of services pursuant to this agreement, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.
- C. If Consultant becomes aware of any damage to or defective condition in the Facility including any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, Heating, Ventilation and Air-conditioning (HVAC) system or other systems serving, located in, or passing through the Facility, Consultant shall notify County within twenty-four (24) hours.

ATTACHMENT C

- E. Consultant shall not modify, alter, or in any way change the Facility. Notwithstanding the previous sentence, Consultant may request that County modify, alter, or change the Facility to increase the usability of space by Consultant. Any consent to alter, modify, or change the Facility is in County's sole discretion.
- F. Consultant's permitted non-exclusive use of the Facility is limited to use for the purpose of carrying out the responsibilities outlined in the Agreement. Consultant shall not use the Facility (including equipment, instruments, and supplies) for any other use or purpose.
- G. Consultant is permitted to use its personal property including file cabinets to secure any of its information or documents. However, Consultant shall not lock or otherwise secure areas used by it from access or use by County and its employees, agents, and volunteers.

ATTACHMENT D

ATTACHMENT D

To the Supportive Housing Program Agreement between
the County of Shasta, hereinafter referred to as "County" and
Northern Valley Catholic Social Service, Inc. hereinafter referred to as "Consultant"

| Northern Valley Catholic Social Service, Inc. 2400 Washington Ave. Redding, CA 96001 | | | | | | | |
|--|---|--|---------|----------|------------|-------------|------------|
| Budget Period 7/1/2015 through 6/30/2018 | | | | | | | |
| DIRECT EXPENSES | | | | | | | |
| | | | FTE | Start up | First Year | Second Year | Third Year |
| | | | | Costs | Budget Amt | Budget Amt | Budget Amt |
| PERSONNEL EXPENSE | | | | | | | |
| Salaries & Wages: | | | | | | | |
| | | | | | | | |
| | Housing Director | | 5.00% | | 4,418.00 | 4,418.00 | 4,418.00 |
| | Resource Coordinator | | 200.00% | | 84,136.00 | 85,364.00 | 87,401.00 |
| | | | | | | | |
| Total Salaries & Wages | | | | - | 88,554.00 | 89,782.00 | 91,819.00 |
| | | | | | | | |
| PAYROLL TAXES & BENEFITS | | | | | | | |
| | FICA | | | | | | |
| | Unemployment Insurance | | | | | | |
| | Workers Compensation | | | | 6,394.00 | 6,394.00 | 6,394.00 |
| | Retirement Benefits | | | | | | |
| | Health Insurance | | | | | | |
| | All Fringe Benefits excluding Workers Comp. | | | | 39,321.00 | 39,319.00 | 39,346.00 |
| Total Payroll Taxes & Benefits | | | | - | 45,715.00 | 45,713.00 | 45,740.00 |
| Total Personnel Expense | | | | - | 134,269.00 | 135,495.00 | 137,559.00 |
| | | | | | | | |
| OPERATING EXPENSE | | | | | | | |
| | | | | | | | |
| | Communications | | | | 1,500.00 | 1,500.00 | 1,000.00 |
| | Office Maintenance | | | | 500.00 | 500.00 | 500.00 |
| | Equipment Maintenance | | | | | | |

ATTACHMENT D

| | | | | | | | |
|---------------------------------|---------------------------------------|--|--------|---------|-------------------|-------------------|-------------------|
| | Office Supplies | | | | 2,750.00 | 800.00 | 350.00 |
| | Postage | | | | | | |
| | Printing | | | | | | |
| | Rents & Leases of Equipment | | | | | | |
| | Rents & Leases of Structures | | | | 375.00 | 375.00 | 375.00 |
| | Professional Services | | | | | | |
| | Software | | | | | | |
| | Small Tools and Equipment | | | | | | |
| | Training Materials | | | | | | |
| | Training Related Travel | | | | 990.00 | 990.00 | 800.00 |
| | Travel and Mileage | | | | 3,200.00 | 3,200.00 | 3,000.00 |
| | Utilities | | | | 150.00 | 150.00 | 150.00 |
| | Employment Costs and Fees | | | | 100.00 | 100.00 | 100.00 |
| | Client Cost of Care | | | | 10,000.00 | 10,724.00 | 10,000.00 |
| | Miscellaneous (please identify) | | | | | | |
| Total Operating Expenses | | | | - | 19,565.00 | 18,339.00 | 16,275.00 |
| Total Direct Expenses | | | | - | 153,834.00 | 153,834.00 | 153,834.00 |
| | | | | | | | |
| INDIRECT EXPENSES | | | | | | | |
| | | | | | | | |
| | Indirect Cost/Administrative Overhead | | 17.01% | of base | 26,166.00 | 26,166.00 | 26,166.00 |
| | | | | | | | |
| Total Contract Cost | | | | - | 180,000.00 | 180,000.00 | 180,000.00 |

| | | | | | | | |
|-------------------------------------|--|--|-------|---------|------------------|------------------|------------------|
| RESOURCE FUND | | | | | | | |
| Rent Subsidies and Loan Fund | | | | | 70,000.00 | 70,000.00 | 70,000.00 |
| Administrative/Indirect | | | 5.71% | of base | 4,000.00 | 4,000.00 | 4,000.00 |
| Total Resource Fund Expenses | | | | | 74,000.00 | 74,000.00 | 74,000.00 |

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Law and Justice-20.

SUBJECT:

Budget Amendments for the Sheriff's Burney and Sheriff/Sheriff Patrol budgets.

DEPARTMENT: Sheriff-Coroner

Supervisory District No. : All

DEPARTMENT CONTACT: Mike Lindsey, Chief Fiscal Officer (530) 245-6165

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Approve Fiscal Year 2017-18 budget amendments: (1) Increasing appropriations and revenue by \$13,000 in the Sheriff Burney budget offset with a transfer in from the Sheriff budget; and (2) increasing appropriations and revenue by \$155,000 in the Sheriff and Sheriff Patrol budgets to recognize and utilize additional revenues including Remote Area Network trust funds.

SUMMARY

N/A

DISCUSSION

The Sheriff's Patrol budget has seen an increase in revenue from abandoned vehicle abatement contract payments. A budget amendment will recognize those additional revenues, increase appropriations in the Patrol budget, and provide a transfer out to the Burney budget to allow for increases to appropriations in the Burney budget for expenses higher than adjusted budget in facilities management and information technologies line items.

Additionally, it is recommended to increase appropriations and revenues in the Sheriff budget for expenditures related to Remote Area Network expenses which are related to LiveScan fingerprinting equipment operations.

ALTERNATIVES

The Board may choose to not approve these amendments.

OTHER AGENCY INVOLVEMENT

The County Administrative Office and Auditor-Controller have reviewed the recommendation.

FINANCING

The proposed budget amendments increase appropriations and revenues \$13,000 in the Sheriff's Burney budget via a transfer in from the Sheriff Patrol budget and increase appropriations and revenues \$155,000 in the Sheriff's 235 sub-budgets, Sheriff and Sheriff Patrol, while also allowing for the transfer out to the Burney budget. There is no additional General Fund impact.

ATTACHMENTS:

| Description | Upload Date | Description |
|-----------------------|-------------|-----------------------|
| Budget Memo/Worksheet | 6/18/2018 | Budget Memo/Worksheet |

SHASTA COUNTY SHERIFF'S OFFICE

INTERDEPARTMENTAL MEMORANDUM



TO: Brian Muir, Auditor-Controller
 FROM: Tom Bosenko, Sheriff-Coroner
 DATE: June 18, 2018
 RE: Budget Amendment for various Sheriff's budgets

Tom Bosenko
Sheriff-Coroner

Upon approval by the Board of Supervisors, please prepare net zero budget amendments for the FY17-18 Sheriff's Burney (261) and FY17-18 Sheriff/Sheriff Patrol (23500/23565) budgets adding appropriations and recognizing additional revenues as shown in the table below.

Budget Amendment

Sheriff - Sheriff & Sheriff Patrol

DEPARTMENT NAME

APPROPRIATIONS INCREASE <DECREASE>

| COST CENTER | ACCOUNT | ACCOUNT DESCRIPTION | BUDGET READS | BUDGET SHOULD READ | AMOUNT OF TRANSFER (+/-) |
|-------------|---------|----------------------------|--------------|--------------------|--------------------------|
| 23500 | 035500 | MINOR EQUIPMENT | 20,000 | 54,142 | 34,142 |
| 23500 | 065351 | 4 SCANNERS | 0 | 54,400 | 54,400 |
| 23565 | 032328 | CLTHG/PERS SAFETY CLOTHING | 7,500 | 60,958 | 53,458 |
| 23565 | 095261 | TRAN OUT BURNEY SUBSTATION | 0 | 13,000 | 13,000 |

REVENUE INCREASE <DECREASE>

| COST CENTER | ACCOUNT | ACCOUNT DESCRIPTION | BUDGET READS | BUDGET SHOULD READ | AMOUNT OF TRANSFER (+/-) |
|-------------|---------|----------------------------|--------------|--------------------|--------------------------|
| 23500 | 792522 | CONTRIBUTION FM TRUST FUND | 80,000 | 168,542 | 88,542 |
| 23565 | 693001 | CHARGES FOR SERVICES | 5,000 | 71,458 | 66,458 |
| | | | | TOTAL | 155,000 |

Budget Amendment

Sheriff - Burney Substation

DEPARTMENT NAME

APPROPRIATIONS INCREASE <DECREASE>

| COST CENTER | ACCOUNT | ACCOUNT DESCRIPTION | BUDGET READS | BUDGET SHOULD READ | AMOUNT OF TRANSFER (+/-) |
|-------------|---------|--------------------------|--------------|--------------------|--------------------------|
| 26100 | 033791 | CHGS FAC MGMT MAINT STR | 4,089 | 10,395 | 6,306 |
| 26100 | 034892 | CHGS IT PROFESSIONAL SVS | 17,214 | 23,908 | 6,694 |

REVENUE INCREASE <DECREASE>

| COST CENTER | ACCOUNT | ACCOUNT DESCRIPTION | BUDGET READS | BUDGET SHOULD READ | AMOUNT OF TRANSFER (+/-) |
|-------------|---------|---------------------|--------------|--------------------|--------------------------|
| 26100 | 800235 | TRANS IN SHERIFF | 0 | 13,000 | 13,000 |
| | | | | TOTAL | 13,000 |

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Law and Justice-21.

SUBJECT:

Keefe Commissary Network, L.L.C. Agreement

DEPARTMENT: Sheriff-Jail

Supervisory District No. : All

DEPARTMENT CONTACT: Dale Malar, Lieutenant (530) 245-6120

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Keefe Commissary Network, L.L.C., with no maximum compensation, to provide commissary services to the Jail for the period July 1, 2018 through June 30, 2021, with two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

Renewing this agreement will continue to provide commissary products to the Jail inmates with a portion of the sales being shared with the Jail through its Inmate Welfare Fund. The Shasta County Jail Inmate Commissary Program is provided to the inmates by the Shasta County Sheriff's Office through an agreement with Keefe Commissary Network L.L.C. One jail staff member is dedicated to the Inmate Commissary Program for receiving and delivering commissary to inmates, responding to inmate requests/grievances, making cash deposits, etc. This renewal agreement with Keefe Commissary Network, L.L.C. will provide the best service and will increase revenues for the Inmate Welfare Fund.

ALTERNATIVES

The Board may choose to request changes to the terms and conditions of the agreement, may choose to delay approval for the agreement until a later date, or may choose not to approve the agreement.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation. County Counsel has approved this agreement as to

form. Risk Management and the Chief Information Officer have reviewed and approved this agreement.

FINANCING

All revenue generated by this agreement is recognized by the Inmate Welfare Fund, which can only be utilized by the areas specified by Penal Code Section 4025(e) which are primarily for the benefit, education, and welfare of the inmates confined within the Jail. Appropriate use of these funds are included annually in the Sheriff’s Office Custody Division budget. No County General Funds are received or expended with the agreement. There is no fiscal impact to the General Fund associated with the approval of this recommendation.

ATTACHMENTS:

| Description | Upload Date | Description |
|-----------------|-------------|-----------------|
| Keefe Agreement | 6/19/2018 | Keefe Agreement |

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
Keefe Commissary Network, L.L.C.**

This agreement is entered into between the County of Shasta, through its Sheriff's Office, a political subdivision of the State of California County of Shasta ("County") and Keefe Commissary Network, L.L.C. ("Contractor") for the purpose of Commissary Services to the Shasta County Jail ("Jail") (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement, Contractor shall responsible for the items described below and in Attachment A, attached hereto and incorporated herein:

A. Contractor shall provide commissary services for the inmates at the Jail including, but not limited to, providing a selection of food, candy, non-alcoholic beverages, health and drug items, and general merchandise. Contractor shall obtain prior written approval of County for the brands and types of products provided pursuant to this agreement. Such approval shall be obtained from County's Sheriff or his designee.

B. Upon receiving an order from County, Contractor shall provide the following kits:

Indigent Kits shall include:

- One bar of soap 1 oz;
- One Thumb Anti Shank Toothbrush;
- One Toothpaste tube .85 oz;
- One Pocket size comb;
- One Flex Pen;
- One (1) 2 pack of Ibuprofen Tablets (200 milligram);
- Two (2) Pre Stamped Envelopes;
- Four (4) sheets of 8.5x11 ruled paper

C. Upon receiving an order from County, Contractor shall provide the following kits:

Hygiene Kits shall include:

- One bar of soap 1 oz;
- One Thumb Anti Shank Toothbrush;
- One Toothpaste tube .85 oz.;
- One Pocket size comb;
- One Flex Pen;
- One (1) 2 pack of ibuprofen Tablets (200 milligram)

D. Contractor shall provide commissary services from Sparks, NV (Off-site commissary) 55 Vista Blvd. #101, Sparks, NV 89434. Orders shall be delivered

once a week on a schedule determined by the County after consultation with the Contractor.

- E. Contractor shall provide and install the equipment necessary to operate its commissary operation including computer hardware, software and related equipment. Contractor shall provide one Intake Kiosk in addition to the existing hardware onsite. Contractor shall work with the County's chosen phone provider to incorporate its commissary ordering software on the phone provider's kiosk(s). Contractor shall maintain, repair and replace all equipment and software. All hardware, software and related equipment will remain the property of the Contractor and upon termination or expiration of this agreement, all hardware, software and related equipment may, at Contractor's option and cost, be removed by Contractor.
- F. Contractor shall determine, on a market basket analysis conducted in Shasta County Jail, the prices at which products shall be sold. All prices must be approved by the Sheriff or his designee. If Contractor sustains increases in its costs, including but not limited to, increases in its product, labor or equipment or software related costs, Contractor may, with Sheriff's or his designee's prior written approval, increase its prices to recover such increased costs. Contractor shall have the right to implement such price increases ten (10) working days after written notice is given unless Sheriff or his designee objects to the price increase.
- G. Contractor shall provide an inmate pre-paid debit card system to be utilized at time of release or transfer of those inmates not being sent to the State Department of Corrections including all equipment necessary for such system.

Section 2. RESPONSIBILITIES OF COUNTY.

County shall be responsible for the items described below and in Attachment A:

- A. Download and send orders to warehouse using KCN's onsite software.
- B. Deliver commissary orders to inmates.
- C. Have inmates receiving orders sign receipts for the orders and return one copy of the receipt to Contractor.
- D. Provide access to County's computer network, as approved by Shasta County Chief Information Officer or his designee, if necessary to allow Contractor to perform its service pursuant to this agreement.
- E. Collect, record and make disbursements from inmate commissary accounts for purchase of products. Contractor shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover an order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

- F. County shall compensate Contractor as set forth in Sections 3 and 4 of this agreement and shall monitor Contractor's performance.
- G. Be responsible for any and all necessary wiring any switches or routers for Network and Internet connectivity via Port 80 for access from the On-site server to the Contractor's headquarters in St Louis and Port 50,000 for remote access. County is also to provide data protection or firewalls on its Internet connection provided to KCN to protect County's Network.

Section 3. COMPENSATION.

- A. (Option 1 No Kiosks) Contractor shall be allowed to interface with phone providers kiosks at no cost to Keefe. Contractor shall pay the County (Inmate Welfare Fund) a commission of 44% of the prior weekly commissary net sales, and 34% of the Friends and Family inmate ordering sites sales, (commissary gross sales less tax, stamped envelopes, postage stamps, indigent kits, hygiene kits, admission kits, on-site special commissary item sales sold by County and refunded items) placed by inmates at the Jail within three (3) working days after Contractor receives remittance from the County for the prior weekly sales arising out of this agreement.
- B. (Option 2 w/ Kiosks) If County chooses to use Contractor's kiosks instead of the phone providers, Contractor will provide and install thirteen (13) kiosk units at locations mutually agreed to by the Parties. A reduction in commission will then take place. Contractor shall then pay the County (Inmate Welfare Fund) a commission of 42% of the prior weekly commissary net sales, and 32% of the Friends and Family inmate ordering sites sales (commissary gross sales less tax, stamped envelopes, postage stamps, indigent kits, hygiene kits, admission kits, on-site special commissary item sales sold by County and refunded items) placed by inmates at the Jail within three (3) working days after Contractor receives remittance from the County for the prior weekly sales arising out of this agreement.
- C. County shall remit on a weekly basis the gross sales from the Jail made during the preceding week.
- D. Contractor shall be paid for the inmate indigent kits and hygiene kits described in Sections 1.B.1 and 1.C.1 at the following rates:
 - Hygiene Kit \$1.85
 - Indigent Kit \$2.68
- E. Contractor shall be entitled to no other compensation or reimbursement of costs except as specifically provided for in this section.
- F. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall invoice County for sales of commissary items provided for in Section 1. County shall make payment within 30 days of receipt of Contractor's correct and approved invoice.
- B. Contractor shall compensate the commissions due County as provided in Section 3 above. Commissions shall be paid within 3 working days after Contractor receives remittance for the prior week commissary sales.
- 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 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for three years beginning on July 1, 2018 and ending June 30, 2021. 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 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.

Section 6. TERMINATION OF AGREEMENT.

- A. 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.

- C. County may terminate this agreement upon 15 days 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 Sheriff on behalf of the County or his designee.
- 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, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.
- G. If the agreement is terminated for any reason, other than termination pursuant to subsection A. of this section, by either party prior to the initial term described in Section 5 of this agreement, Contractor shall receive a refund of the payment made to County pursuant to subsection A of Section 3 of this agreement on the basis of the number of days remaining in the initial term divided by the total number of days in the initial term. Upon completion of the initial term of this agreement, County shall not be obligated to refund any of the amount provided for in subsection A of Section 3 of this agreement.

Section 7. 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. 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 Sheriff on behalf of the County, as long as the parties use 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 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. Notwithstanding the previous sentence, Contractor may assign or otherwise transfer its rights and obligations under this agreement without County's consent in the case of a merger, reorganization, change in control or sale of all or substantially all of Contractor's assets or equity. 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 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 insure 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 10. 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 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 with respect to Contractor's "independent contractor" status as it pertains the services provided hereunder and that establishes a liability on County for Contractor's 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. 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 insurance necessary to protect County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; 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) 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 services prescribed in this agreement.
- C. Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 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. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to

County and for claims involving any professional services for which Contractor is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.

- 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 coverage 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 that names Shasta 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 to County within 24 hours. Any available 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 1 O for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or 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.
 - 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 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, 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 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. 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 not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. 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 regulations and guidelines issued pursuant thereto.
- D. 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.
- E. 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's noncompliance with the provisions of this section.

Section 14. 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 15. 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 16. 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 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.

Section 18. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Sheriff's Office
1655 West Street
Redding, California 96001

If to Contractor: Keefe Commissary Network
 Attn: Account Manager
 13369 Valley Blvd.
 Fontana, California 92335

- B. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, intellectual property rights and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

Section 26. 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: _____

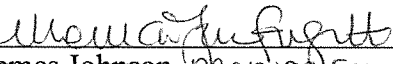
Les Baugh , CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

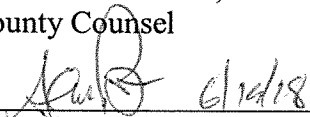
RISK MANAGEMENT APPROVAL

LAWRENCE G. LEES
Clerk of the Board of Supervisors

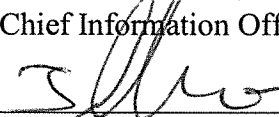
By: _____
Deputy

By: 
James Johnson Monica Fugitt
~~Risk Management Analyst III~~ Chief Fiscal Officer

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

 6/14/18
By: Adam Pressman
Senior Deputy County Counsel

INFORMATION TECHNOLOGY
TOM SCHREIBER
Chief Information Officer

 6-19-2018

By:

CONTRACTOR

Date: 6/12/18

By: 
John Puricelli, Executive Vice President
Tax I.D. #: 43-1586999

ATTACHMENT A

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

- A. Contractor is to provide a hosted Website for inmate deposits by friends and family. Shasta County will provide the link from the Sheriffs website to the contractor provided website.
- B. Contractor shall provide a Dell Power Edge Keefe server. The County shall insure that the server will be able to resolve the DNS kcndep.keefecommissarynetwork.com. The County shall insure that the server will be able to access the website <https://kcndep.keefecommissarynetwork.com> using SSL without prompting for a user name and/or password.
- C. County shall insure that the lobby kiosk will be able to resolve the DNS kcndep.keefecommissarynetwork.com. County shall insure that the lobby kiosk will be able to access the website <https://kcndep.keefecommissarynetwork.com> using SSL without prompting for a user name and/or password. County shall insure the lobby kiosk will be able to resolve the DNS kioskmgmt.keefecommissarynetwork.com. The County shall insure that the lobby kiosk will be able to access the website <https://kioskmgmt.keefecommissarynetwork.com> using SSL without prompting for a user name and/or password.
- D. County shall provide Contractor with configuration information for the Keefe database server (Dell PowerEdge) by providing a public/external IP address from the County router and a local/static IP address. The communication shall be initiated from Contractor. There shall not be any communication initiated from any source other than Contractor. The IP information is needed to allow access into Contractor corporate firewall.
- E. County shall provide Contractor with configuration information for the lobby kiosk by providing a public/external IP address from the County router, a local/static IP address, a subnet mask, a default gateway, a preferred DNS, and an alternate DNS. The communication shall be initiated from Contractor. There shall not be any communication initiated from any source other than Contractor. The IP information is needed to allow access into Contractor corporate firewall.
- F. The inmate housing unit kiosks the Contractor is providing have custom applications that are configured to go to one site only. Contractor has auto logins for the kiosks with a highly restricted windows user. This keeps many components in windows secure from access and modification. The kiosks have a read only operating system. Each kiosk utilizes ITS-web services which will reside on the Contractor database workstation/server. The server will house IJS-web services, IBM-DB2 database, and Contractor software.
- G. County shall insure County PCs meet these minimum requirements to run Contractor's KeepTrak Software/DB2:
 - a. Windows 7
 - b. 512GBRAM
 - c. 1 GHz Processor
 - d. 1 MB free space

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Law and Justice-22.

SUBJECT:

JAG Budget Amendments for Sheriff, Probation, and District Attorney budgets.

DEPARTMENT: Sheriff
Probation
District Attorney

Supervisory District No. : All

DEPARTMENT CONTACT: Tennille Doerschel, Sheriff's Office Accountant Auditor II (530) 225-5210

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner/Tracie Neal, CPO/Stephanie Bridgett, DA

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

RECOMMENDATION

Approve the following Fiscal Year 2017-18 budget amendments to reallocate appropriations and revenue related to the Board of State and Community Corrections (BSCC) Edward Byrne Memorial Justice Assistance Grant (JAG) Program: (1) Increasing and decreasing appropriations for a net zero result in the Sheriff budget; (2) increasing revenue by \$100,645 in the Probation budget; and (3) decreasing appropriations and revenue by \$3,951 in the District Attorney budget.

SUMMARY

N/A

DISCUSSION

Expenditures and revenue associated with the BSCC JAG Program requires reallocation due to changes in how the funds were spent in Fiscal Year 2017-18. The proposed budget amendments reallocate appropriations and revenue to match actuals. In the Sheriff budget, the net zero budget amendment affects the Sheriff (23500) and Sheriff Cal MMET (23537) sub-budgets. For Probation, the amendment is in the Probation Adult (26302) sub-budget. For the District Attorney, the amendment is in the District Attorney (22700) budget.

ALTERNATIVES

The Board may choose to not approve these amendments, or may request additional information from staff.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. The Probation Department and the District Attorney's Office have reviewed this recommendation. The Auditor-Controller has reviewed the recommendation.

FINANCING

There is no additional General Fund impact associated with the proposed budget amendments.

ATTACHMENTS:

| Description | Upload Date | Description |
|-------------------------------|-------------|-------------------------------|
| Sheriff's Office Budget Amend | 6/15/2018 | Sheriff's Office Budget Amend |
| Probation Budget Memo | 6/18/2018 | Probation Budget Memo |
| DA Budget Memo | 6/18/2018 | DA Budget Memo |

SHASTA COUNTY SHERIFF'S OFFICE



TO: Brian Muir, Auditor-Controller

FROM: Tom Bosenko, Sheriff-Coroner

DATE: June 14, 2018

RE: Budget Amendment for Sheriff's Office

Tom Bosenko
Sheriff-Coroner

Eric Magrini
Undersheriff

Please prepare a FY 2017-18 budget amendment for the Sheriff's Office (Cost Centers 23500 and 23537) to decrease expenditures in the amount of \$100,645 and increase Trans out Probation by \$100,648. This budget amendment is going to the Board of Supervisors for consideration June 26, 2018.

| COST CENTER | ACCOUNT | ACCOUNT DESCRIPTION | BUDGET READS | BUDGET SHOULD READ | AMOUNT OF TRANSFER (+/-) |
|--------------|---------|-------------------------------|--------------|--------------------|--------------------------|
| 23537 | 034800 | Prof & Special Services | 13,823 | 25,835 | 12,012 |
| 23537 | 095263 | Tran Out Probation | 66,904 | 167,549 | 100,645 |
| 23537 | 051351 | Contr to City of Redding | 61,471 | - | (61,471) |
| 23537 | 051352 | Contr to City of Anderson | 5,235 | - | (5,235) |
| 23537 | 095227 | Tran Out District Attorney | 3,951 | - | (3,951) |
| 23500 | 001100 | Regular Salaries | 836,516 | 814,091 | (22,425) |
| 23500 | 018100 | Employer Share FICA | 37,558 | 36,877 | (681) |
| 23500 | 018201 | Employer Share Retirement | 263,079 | 255,489 | (7,590) |
| 23500 | 018300 | Employer Share Health Insur | 172,678 | 162,543 | (10,135) |
| 23500 | 018307 | Emplr Shr Other Post Emp Ben | 25,096 | 24,423 | (673) |
| 23500 | 018400 | Employer Shr Unemployment Ins | 2,257 | 2,162 | (95) |
| 23500 | 018500 | Workers Comp Exposure | 11,078 | 10,769 | (309) |
| 23500 | 033102 | Insur XP Liability Exposure | 3,203 | 3,111 | (92) |
| TOTAL | | | | | - |



SHASTA COUNTY PROBATION DEPARTMENT

2684 Radio Lane
 Redding, CA 96001
 (530) 245-6200 FAX: (530) 245-6001

Tracie Neal
 Chief Probation Officer

To: Brian Muir, Auditor-Controller
 From: Tracie Neal, Chief Probation Officer *Tracie Neal*
 Date: June 18, 2018
 Subject: Budget Amendment

Please prepare a FY 2017-18 budget amendment for Probation (Cost Center 26302) to increase the Trans In Sheriff account in the amount of \$100,645. This budget amendment is going to the Board of Supervisors for consideration on June 26, 2018.

| Fund/BU | Account | Description | Budget Reads | Budget Should Read | Revenue Inc/(Decr) |
|-----------------|---------|------------------|-----------------------|--------------------|--------------------|
| Revenues | | | | | |
| 00195/26302 | 800235 | Trans In Sheriff | \$110,268 | \$210,913 | \$100,645 |
| | | | | | |
| | | | Total Revenues | | \$100,645 |

**SHASTA COUNTY DISTRICT ATTORNEY**

1355 West St.

Redding, CA 96001

(530) 245-6310 FAX: (530) 245-6334

Stephanie Bridgett
District Attorney

To: Brian Muir, Auditor-Controller
 From: Benjamin Hanna, Chief Deputy District Attorney *BHH*
 Date: June 18, 2018
 Subject: Budget Amendment

Please prepare a FY 2017-18 budget amendment for District Attorney (Cost Center 22700) to decrease the Trans In Sheriff account in the amount of (\$3,951.) This budget amendment is going to the Board of Supervisors for consideration on June 26, 2018.

Appropriations

Increase (Decrease)

| Fund/BU | Account | Description | Budget Reads | Budget Should Read | Appropriation Inc/(Decr) |
|---------|---------|------------------|-----------------------|--------------------|--------------------------|
| 22700 | 011000 | Regular Salaries | 4,519,947 | 4,515,996 | (\$3,951) |
| | | | | | |
| | | | Total Revenues | | (3,951) |

Revenue

Increase (Decrease)

| Fund/BU | Account | Description | Budget Reads | Budget Should Read | Revenue Inc/(Decr) |
|---------|---------|------------------|-----------------------|--------------------|--------------------|
| 22700 | 800235 | Trans In Sheriff | \$14,951 | \$11,000 | (\$3,951) |
| | | | | | |
| | | | Total Revenues | | (3,951) |

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Public Works-23.

SUBJECT:

Front Street Rehabilitation - Notice of Completion

DEPARTMENT: Public Works

Supervisory District No. : 5

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Front Street (1H02A) Rehabilitation Project,” Contract No. 704009, and record it within 15 days of actual completion.

SUMMARY

Front Street improvements will soon be completed.

DISCUSSION

On May 1, 2018, Darren Taylor Construction, Inc., was awarded the contract for construction on Front Street in Cottonwood. The project included pedestrian improvements, asphalt digouts and a slurry seal. Work will be completed by the end of June.

ALTERNATIVES

The Board may decline to authorize the filing of a Notice of Completion. The lien period would extend for 90 days instead of 30 days. Final payment to the contractor would be delayed by 60 days.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of this project, including engineering and contingencies, is estimated to be \$300,000. Adequate funds have been included in the Adopted FY 2017/18 Road Fund budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Public Works-24.

SUBJECT:

Junction School ATP – Award Construction Contract

DEPARTMENT: Public Works

Supervisory District No. : 3

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

Award to the lowest responsive and responsible bidder, California Highway Construction Group, Inc., on a unit cost basis, the contract for “Junction School ATP Project,” Contract No. 702985, in the amount of \$484,200.

SUMMARY

California Highway Construction Group, Inc. is the low bidder on the Junction School ATP Project in Palo Cedro.

DISCUSSION

The Junction School Active Transportation Program (ATP) Project will provide pedestrian and bicycling improvements between Highway 44 and Hillside Drive. On May 8, 2018, the Board started the bidding process. On June 14, 2018, three bids were received and opened. Staff recommends that the Board award the contract to the lowest responsive bidder, California Highway Construction Group, Inc.

ALTERNATIVES

The Board may decline to proceed with this project at this time. ATP funding would lapse.

OTHER AGENCY INVOLVEMENT

Caltrans oversees project funding. County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract documents. The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of the project is estimated to be \$600,000. Federal funds will cover approximately 80%. Adequate funds have been included in the Proposed FY 2018/19 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

| Description | Upload Date | Description |
|--------------------|-------------|--------------------|
| Bid Summary Detail | 6/15/2018 | Bid Summary Detail |

BID OPENING DATE: June 14, 2018

FEDERAL NO.: ATPL-5906(131)

PREPARED BY: John C DATE: 6-14-18

CHECKED BY: Walt W. Phil DATE: 6-14-18

STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S ESTM.
SHASTA COUNTY
PUBLIC WORKS DEPT.



PROJECT: Junction School ATP
CONTRACT NO.: 702985

LOWEST RESPONSIVE BIDDER

California Highway Construction
Group, Inc
1647 Willow Pass Rd, #150
Concord, CA 94520

2nd BIDDER

SNL Group Inc
9818 Holton Way
Redding, CA 96003

3rd BIDDER

S.T. Rhoades Construction, Inc.
P.O. Box 494520
Redding, CA 96049

| NO | TYPE | CODE | ITEM DESCRIPTION | UNITS | BID QUANTITY | UNIT PRICE | TOTAL |
|--------|------|--------|--|-------|--------------|--------------|---------------|
| 1 | | 120090 | CONSTRUCTION AREA SIGNS | LS | 1.00 | \$ 10,000.00 | \$ 10,000.00 |
| 2 | | 141103 | REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE) | LF | 2.00 | \$ 250.00 | \$ 500.00 |
| 3 | | 170103 | CLEARING AND GRUBBING (LS) | LS | 1.00 | \$ 5,000.00 | \$ 5,000.00 |
| 4 | | 190101 | ROADWAY EXCAVATION | CY | 200.00 | \$ 200.00 | \$ 40,000.00 |
| 5 | | 210250 | EROSION CONTROL (BONDED FIBER MATRIX) (SQFT) | SQFT | 2,000.00 | \$ 2.50 | \$ 5,000.00 |
| 6 | | 260203 | CLASS 2 AGGREGATE BASE (CY) | CY | 87.00 | \$ 135.00 | \$ 11,745.00 |
| 7 | | 377501 | SLURRY SEAL(POLYMER) | TON | 290.00 | \$ 315.00 | \$ 91,350.00 |
| 8 | | 394090 | PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) | TON | 4.00 | \$ 500.00 | \$ 2,000.00 |
| 9 | | 731504 | MINOR CONCRETE (CURB AND GUTTER) | CY | 8.00 | \$ 1,100.00 | \$ 8,800.00 |
| 10 | | 731516 | MINOR CONCRETE (DRIVEWAY) | CY | 55.00 | \$ 1,000.00 | \$ 55,000.00 |
| 11 | | 731521 | MINOR CONCRETE (SIDEWALK) | CY | 109.00 | \$ 1,000.00 | \$ 109,000.00 |
| 12 | P | 810230 | PAVEMENT MARKER (RETROREFLECTIVE) | EA | 247.00 | \$ 36.00 | \$ 8,892.00 |
| 13 | | 820250 | REMOVE ROADSIDE SIGN | EA | 8.00 | \$ 100.00 | \$ 800.00 |
| 14 | | 840501 | THERMOPLASTIC TRAFFIC STRIPE | LF | 19,960.00 | \$ 0.60 | \$ 11,976.00 |
| 15 | | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,150.00 | \$ 9.00 | \$ 10,350.00 |
| 16 | | 846030 | REMOVE THERMOPLASTIC TRAFFIC STRIPE | LF | 13,400.00 | \$ 0.40 | \$ 5,360.00 |
| 17 | | 846035 | REMOVE THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,376.00 | \$ 5.50 | \$ 7,568.00 |
| 18 | | 870700 | FLASHING BEACON SYSTEM | LS | 1.00 | \$ 80,000.00 | \$ 80,000.00 |
| 19 | | 999990 | MOBILIZATION | LS | 1.00 | \$ 60,000.00 | \$ 60,000.00 |
| TOTALS | | | | | | | \$ 523,341.00 |

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->

| UNIT PRICE | TOTAL |
|---------------|---------------|
| \$ 7,500.00 | \$ 7,500.00 |
| \$ 100.00 | \$ 200.00 |
| \$ 18,000.00 | \$ 18,000.00 |
| \$ 100.00 | \$ 20,000.00 |
| \$ 4.00 | \$ 8,000.00 |
| \$ 225.00 | \$ 19,575.00 |
| \$ 75.00 | \$ 21,750.00 |
| \$ 1,000.00 | \$ 4,000.00 |
| \$ 2,500.00 | \$ 20,000.00 |
| \$ 925.00 | \$ 50,875.00 |
| \$ 1,000.00 | \$ 109,000.00 |
| \$ 10.00 | \$ 2,470.00 |
| \$ 250.00 | \$ 2,000.00 |
| \$ 0.75 | \$ 14,970.00 |
| \$ 6.75 | \$ 7,762.50 |
| \$ 0.50 | \$ 6,700.00 |
| \$ 4.00 | \$ 5,504.00 |
| \$ 78,500.00 | \$ 78,500.00 |
| \$ 87,393.50 | \$ 87,393.50 |
| \$ 484,200.00 | |

-7%

| UNIT PRICE | TOTAL |
|---------------|---------------|
| \$ 2,057.00 | \$ 2,057.00 |
| \$ 121.00 | \$ 242.00 |
| \$ 17,447.00 | \$ 17,447.00 |
| \$ 179.00 | \$ 35,800.00 |
| \$ 2.70 | \$ 5,400.00 |
| \$ 415.00 | \$ 36,105.00 |
| \$ 379.00 | \$ 109,910.00 |
| \$ 1,461.00 | \$ 5,844.00 |
| \$ 1,753.00 | \$ 14,024.00 |
| \$ 604.00 | \$ 33,220.00 |
| \$ 493.00 | \$ 53,737.00 |
| \$ 13.00 | \$ 3,211.00 |
| \$ 358.00 | \$ 2,864.00 |
| \$ 0.91 | \$ 18,163.60 |
| \$ 8.17 | \$ 9,395.50 |
| \$ 0.61 | \$ 8,174.00 |
| \$ 4.84 | \$ 6,659.84 |
| \$ 129,631.00 | \$ 129,631.00 |
| \$ 8,291.06 | \$ 8,291.06 |
| \$ 500,176.00 | |

-4%

| UNIT PRICE | TOTAL |
|---------------|---------------|
| \$ 3,000.00 | \$ 3,000.00 |
| \$ 100.00 | \$ 200.00 |
| \$ 4,200.00 | \$ 4,200.00 |
| \$ 180.00 | \$ 36,000.00 |
| \$ 1.30 | \$ 2,600.00 |
| \$ 300.00 | \$ 26,100.00 |
| \$ 177.61 | \$ 51,506.90 |
| \$ 1,500.00 | \$ 6,000.00 |
| \$ 1,300.00 | \$ 10,400.00 |
| \$ 1,300.00 | \$ 71,500.00 |
| \$ 990.00 | \$ 107,910.00 |
| \$ 10.00 | \$ 2,470.00 |
| \$ 65.78 | \$ 526.24 |
| \$ 0.75 | \$ 14,970.00 |
| \$ 6.75 | \$ 7,762.50 |
| \$ 0.50 | \$ 6,700.00 |
| \$ 4.00 | \$ 5,504.00 |
| \$ 34,782.17 | \$ 34,782.17 |
| \$ 130,717.98 | \$ 130,717.98 |
| \$ 522,849.79 | |

0%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Consent - Resource Management-25.

SUBJECT:

Department of Resource Management Budget Amendment

DEPARTMENT: Resource Management

Supervisory District No. : ALL

DEPARTMENT CONTACT: RICHARD W. SIMON, DIRECTOR OF RESOURCE MANAGEMENT (530) 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, Director of Resource Management

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

RECOMMENDATION

Approve a Fiscal Year 2017-18 budget amendment increasing appropriations and revenue by \$50,000 in the Department of Resource Management Building Division budget for better alignment to projected and actual expenditures and revenues.

SUMMARY

A budget amendment is proposed for professional plan check and inspection services.

DISCUSSION

A budget amendment is recommended to increase appropriations in the Building Budget Unit (28200), Professional Services Account (034800) in the amount of 100,000; decrease salary and benefits by \$50,000 and increase revenue in the Plan Check Fees account (212900) in the amount of \$50,000.

The Shasta County Department of Resource Management has held contracts with Bureau Veritas and Interwest for plan check and inspection services for several years and has utilized these services as needed.

In April and May 2017, the Department worked with the County Administrative Office to increase these contracts to \$50,000 each for a total of \$100,000. The FY 2017/18 budget requests for the department had already been submitted. Therefore, a budget amendment to align appropriations is needed.

The contract compensation is based on each permit that is submitted for contract plan check or inspection services. The permit fees collected cover the costs of the service for each permit.

ALTERNATIVES

The Board may decline to approve the budget amendment. Currently budgeted appropriations in the FY 2017/18 Professional Services account (034800) will be insufficient to pay for services rendered under contract.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. The County Auditor-Controller's Office has reviewed this recommendation.

FINANCING

The total cost for these contract services is \$100,000. These costs are recouped in the collection of the permit fees. No additional General Fund impact.

ATTACHMENTS:

Description

Upload Date

Description

Aud Memo and Amend Worksheet

6/13/2018

Aud Memo and Amend
Worksheet

MEMORANDUM

SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT 1855 Placer Street, Redding, CA 96001

Environmental Health

Suite 201
225-5787

Administration

Suite 200
225-5789

Air Quality Management

Suite 101
225-5674

Planning Division

Suite 103
225-5532


Community Education Section

Suite 200
225-5789

Building Division

Suite 102
225-5761

TO: Brian Muir, Auditor-Controller
Auditor-Controller's Office

FROM: Richard W. Simon, Director of Resource Management 

DATE: May 1, 2018

SUBJECT: BUDGET AMENDMENT

=====

Attached is a FY 2017/18 Budget amendment to increase appropriations in the Department of Resource Management, Building Budget Unit (28200), Professional Services Account (034800) in the amount of 100,000; decrease salary and benefits by \$50,000 and increase revenue in the Plan Check Fees account (212900) in the amount of \$50,000.

This item is going to the Shasta County Board of Supervisors on May 15, 2018.

If you have any questions, please contact Ronni at ext 5404.

Attachment

RS/r

Resource Management (0060)
Department Name & Fund No.

Appropriations

Increase <Decrease>

| Cost Center Number | Account Number | Budget Reads | Budget Should Read | Amount of Transfer (+/-) |
|--------------------|----------------|--------------|--------------------|--------------------------|
| | | | | |
| 28200 | 011000 | 933,647 | 903,647 | (30,000) |
| 28200 | 018100 | 74,294 | 66,294 | (8,000) |
| 28200 | 018300 | 246,452 | 234,452 | (12,000) |
| | | | | |
| | | | | |
| 28200 | 034800 | 35,000 | 135,000 | 100,000 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | 50,000 |

Revenue

Increase <Decrease>

| Cost Center Number | Account Number | Budget Reads | Budget Should Read | Amount of Transfer (+/-) |
|--------------------|----------------|--------------|--------------------|--------------------------|
| | | | | |
| | | | | |
| 28200 | 212900 | 50,000 | 100,000 | 50,000 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | 50,000 |

REPORT TO SHASTA COUNTY WATER AGENCY

BOARD MEETING DATE: June 26, 2018

CATEGORY: Shasta County Water Agency Item - Consent-1.

SUBJECT:

County Service Area Loans

DEPARTMENT: Public Works
Water Agency

Supervisory District No. : 2, 3, 4

DEPARTMENT CONTACT: Pat Minturn, Chief Engineer, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Chief Engineer

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

RECOMMENDATION

Take the following actions regarding the Water Administration fund: (1) Approve a loan of \$20,000 to the County Service Area (CSA) No. 6-Jones Valley Water fund; (2) approve a loan of \$15,000 to the CSA No. 23-Crag View Water fund; and (3) approve a loan of \$15,000 to the CSA No. 25-Keswick Water fund.

SUMMARY

Water Agency loans are proposed to resolve deficits in three County Service Areas.

DISCUSSION

The County operates County Service Areas (CSAs) in the unincorporated areas. CSAs are to be financially self-supporting. Loans are proposed to three CSAs as detailed below.

CSA No. 6-Jones Valley Water replaced filter media in 2017. The Water Agency advanced \$28,001.11 in funding pending a rate increase which was subsequently rejected. On July 25, 2017, a \$20,000 loan was proposed to reimburse the Water Agency but no action was taken to formalize the loan at that time. The Board subsequently approved a rate increase but the CSA remains in a negative cash position and cannot repay the loan at this time. The Rural Community Assistance Corporation (RCAC) is preparing an independent rate study for another rate increase to restore the CSA to fiscal health. Staff recommends formalizing the \$20,000 loan payable in four annual installments beginning in Fiscal Year 2018/19.

CSA No. 23-Crag View Water is insolvent with a projected year-end negative cash balance of \$15,000. A rate increase has been rejected. The Board has taken appropriate steps to curtail expenditures. Staff recommends a loan of \$15,000 payable in three annual installments beginning in Fiscal Year 2018/19. This loan will minimize interim impacts to the County General Fund.

CSA No. 25-Keswick Water struggled to meet new disinfection byproduct rules. CSA funded plant improvements resolved the issue but depleted reserves. Rate increases are being phased in. Enhanced testing may be curtailed after two more

quarterly monitoring cycles. Staff recommends a loan of \$15,000 payable in three annual installments beginning in Fiscal Year 2018/19.

ALTERNATIVES

The Board may decline to approve the advances. The CSAs will end the fiscal year in a negative cash position.

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the Auditor-Controller and County Administrative Office.

FINANCING

The Water Agency Administration Fund has sufficient fund balance for the proposed loans. There is no additional General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 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

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

RECOMMENDATION

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; (2) approve and authorize the Chairman to sign a letter in support of Senate Bill 212 (Jackson and Ting), *Sharps and Pharmaceutical Drug Take-Back Program*; 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 of Support

6/21/2018

Letter of Support

June 26, 2018

The Honorable Bill Quirk
Chair, Assembly Environmental Safety & Toxic Materials Committee
LOB, 1020 N St., Room 171
Sacramento, CA 95814

RE: SB 212 (Jackson and Ting) Sharps and Pharmaceutical Drug Take-Back Program – SUPPORT

Dear Chair Quirk:

On behalf of Shasta County, I write to express our **STRONG SUPPORT** for **SB 212 (Jackson and Ting)**, which will establish a comprehensive statewide take-back system for sharps and medications. These products serve a vital need in protecting and preserving the health of Californians, but that is all the more reason to also protect Californians from the inherent risks that occur when these products become waste. Both sharps and medications present significant and well-documented challenges for all Californians but especially local governments and municipal workers when it comes to safe and convenient collection and disposal.

Despite the fact that California law (SB 1305 in 2006) has prohibited home-generated sharps waste from being disposed of in trash or recycling containers, millions of needles are discarded irresponsibly every year, resulting in an unacceptable risk of needle stick injuries for parks, hotel, solid waste, wastewater, sanitation and other workers as well as the general public.

[CalRecycle](#) estimates 936 million sharps used by consumers in California each year, approximately 31% of those are thrown in the trash. [Another study by University Mass Lowell in 2015](#) estimated 7% of needles are flushed, and needle stick injuries occur with unacceptable frequency. Improper disposal of sharps poses an unacceptable risk to many Californians, and the statewide sharps collection program contained in SB 212 will significantly reduce that risk.

Similarly, prescription, over the counter, and pet medications present significant problems when leftover if not properly secured and disposed of. There is no question that consumers have leftover drugs in their homes, which tend to be stockpiled, flushed, or thrown in the garbage. Leftover drugs and a lack of safe and convenient disposal options are fuel to the opioid epidemic and increase instances of accidental poisonings, and can cause environmental harm. Twenty-one Shasta County residents died in 2017 and there were 53 hospitalizations of Shasta County residents in 2016 due to an opioid overdose. In 2017, there were an average of 1,002 opioid prescriptions dispensed per 1,000 Shasta County residents compared to an average rate of 508 prescriptions per 1,000 California residents during the same time.

SB 212 (Jackson and Ting) addresses the myriad of problems that exist due to the lack of a statewide system to manage these products at the end of their useful life. By requiring manufacturers of sharps and pharmaceutical drugs to create, fund, and participate in a statewide take-back system, this bill will take a groundbreaking step to ensure that California residents throughout the state have access to safe, convenient disposal methods of sharps and drugs, addressing important public health concerns.

This concept is built off well-functioning programs that exist all over the world – effective take-back programs for these products are operated by manufacturers in [Canada, Mexico, many countries in Europe and South America](#), 12 local jurisdictions throughout California (9 counties and three cities in Santa Cruz County). Establishing a comprehensive statewide system will provide harmonization and clarity for manufacturers and consumers alike.

California has debated this issue for long enough. We strongly urge you to take this logical next step to protect California consumers and workers. For these reasons, Shasta County is pleased to express our **STRONG SUPPORT** of **SB 212 (Jackson and Ting)** and respectfully request your **“AYE”** vote when this bill is heard in your committee.

Sincerely,

Les Baugh
Chairman
Shasta County Board of Supervisors

cc: Members and Consultants, Assembly Environmental Safety & Toxic Materials Committee
The Honorable Hannah-Beth Jackson, 19th Senate District
The Honorable Phil Ting, 19th Assembly District
The Honorable Adam Gray, 21st Assembly District
Graciela Castillo-Krings, Deputy Legislative Secretary, Office of Governor Brown

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Regular - General Government-5.

SUBJECT:

Board of Supervisors Appointments to the Community Corrections Partnership

DEPARTMENT: Administrative Office
Probation

Supervisory District No. : All

DEPARTMENT CONTACT: Lawrence G. Lees, County Executive Officer (530) 225-5561

STAFF REPORT APPROVED BY: Lawrence G. Lees, County Executive Officer / Tracie Neal,
Chief Probation Officer

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

RECOMMENDATION

Take the following actions regarding Board-appointed membership to the Community Corrections Partnership (CCP) pursuant to Penal Code § 1230(b)(2)(B): (1) Ratify the following retroactive appointments: (a) for the period June 8, 2011 through June 30, 2015, appoint: (i) Julie Hope, Principal Administrative Analyst, as a member; and (ii) Elaine Grossman, Senior Administrative Analyst, as an alternate member; and (b) for the period July 1, 2015 through March 21, 2018, appoint Elaine Grossman, Senior Administrative Analyst, as a member; (2) effective June 26, 2018: (a) appoint Supervisor Rickert, or another Board member, or the County Executive Officer, or a designee of the Board of Supervisors who is a County employee that does not already serve on the CCP; (b) appoint an alternate who is a Board member, the County Executive Officer, or a designee of the Board of Supervisors who is a County employee that does not already serve on the CCP; (c) provide that such appointments shall serve for a four-year term and shall serve at the pleasure of the Board of Supervisors; and (3) provide other direction to staff.

SUMMARY

N/A

DISCUSSION

In October 2009, Senate Bill 678 added Penal Code § 1230(b)(2)(A-M), which, among other things, created the Community Corrections Partnership (CCP) to advise regarding the community corrections program authorized by Penal Code sections 1228 *et seq.*

Penal Code § 1230(b)(2)(A-M) states that “The local Community Corrections Partnership shall be chaired by the Chief Probation Officer and comprised of the following membership:

(A) The presiding judge of the superior court, or his or her designee.

(B) A county supervisor or the chief administrative officer for the county or a designee of the board of supervisors.

- (C) The district attorney.
- (D) The public defender.
- (E) The sheriff.
- (F) A chief of police.
- (G) The head of the county department of social services.
- (H) The head of the county department of mental health.
- (I) The head of the county department of employment.
- (J) The head of the county alcohol and substance abuse programs.
- (K) The head of the county office of education.
- (L) A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense.
- (M) An individual who represents the interests of victims.

As indicated above, one of the members in Penal Code § 1230(b)(2)(B) is described as “*A county supervisor or the chief administrative officer for the county or a designee of the board of supervisors.*” Since the CCP’s first meeting on June 8, 2011, either Julie Hope, Principal Administrative Analyst, or Elaine Grossman, Senior Administrative Analyst, both employees in the Shasta County Administrative Office, has been attending the CCP meetings as a voting member (or alternate) on behalf of the Board. Any concerns of the CCP were relayed to the County Executive Officer. Unfortunately, there is no official record of these Board appointments occurring under the previous Chief Probation Officer. The recommended ratification of the appointments retroactive to June 8, 2011 will ensure that any prior votes of Ms. Hope or Ms. Grossman at the CCP are validated as well as them being counted as part of a quorum at previous meetings.

There is no assigned term expiration for this appointment listed in Penal Code § 1230 nor is there a requirement to appoint an alternate member, these are optional decisions for the Board. It is recommended that the Board appoint an alternate member and assign a four-year term to the June 26, 2018, appointments, with the appointments serving at the pleasure of the Board of Supervisors. However, the Board is not required to accept such recommendations.

It is recommended that, effective June 26, 2018, the Board of Supervisors: (a) appoint Supervisor Rickert to the CCP, or another Board member, or the County Executive Officer, or a designee of the Board of Supervisors who is a County employee that does not already serve on the CCP; (b) appoint an alternate who is a Board member, or the County Executive Officer, or a designee of the Board of Supervisors who is a County employee that does not already serve on the CCP; (c) provide that such appointments shall serve for a four-year term and shall serve at the pleasure of the Board of Supervisors; and (3) provide other direction to staff.

ALTERNATIVES

The Board has several options to consider in this recommendation.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the recommendation.

FINANCING

Any costs associated with County staff attending CCP meetings are included in the applicable budget(s). There is no additional General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018

CATEGORY: Regular - General Government-6.

SUBJECT:

Independent Review of County Jail Operations

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Lawrence G. Lees, County Executive Officer, (530) 225-5561

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

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

RECOMMENDATION

Take the following actions regarding the Request for Proposals (RFP 18-27) to provide an independent review of the County of Shasta's Jail operations: (1) Direct staff to enter into contract negotiations with the highest rated responder, CGL Companies, with a quoted proposal price of \$97,040; and (2) contingent on reaching agreement with CGL Companies on the terms of the contract, direct staff to return to the Board of Supervisors with an agreement for approval at a future date.

SUMMARY

N/A

DISCUSSION

On March 27, 2018, the Board of Supervisors approved a motion to solicit proposals from qualified consultants or team of consultants to perform an independent review of the County of Shasta's Jail operations. A Request for Proposals (RFP 18-27) was released on May 3, 2018 and closed on May 31, 2018. Following the County's competitive procurement practices and with the assistance from the County's Purchasing Unit, each Responder was evaluated and ranked based on their submission. CGL Companies' proposal received the highest rating. The next step in the process is to negotiate with CGL Companies to reach terms of the contract.

ALTERNATIVES

The Board may choose not to move forward with the staff recommendation. The Board may request additional information from staff.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has prepared this recommendation.

FINANCING

There is no General Fund Impact from the Recommended Action.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 26, 2018
CATEGORY: Scheduled Hearings - Public Works-7.
SUBJECT:

Siskiyou County Transfer Station Parcel Charges

DEPARTMENT: Public Works

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 regarding Siskiyou County Transfer Station parcel charges: (1) Open the public hearing; (2) close the public hearing; and (3) adopt a resolution which, effective July 1, 2018, extends parcel charges to pay tipping fees at Siskiyou County Transfer Station.

SUMMARY

Northern Shasta County residents use Siskiyou County’s Transfer Station. Siskiyou County subsidizes the tipping fees at the transfer station. By agreement, northern Shasta County residents reimburse Siskiyou County. It is recommended that the Board establish parcel charges at the same rate as for the past 28 years.

DISCUSSION

Since 1959, John Smith Sanitation has been providing garbage collection services in Siskiyou County and northern Shasta County. John Smith Sanitation hauls to Siskiyou County’s Transfer Station. In 1987, Siskiyou County implemented a parcel charge to subsidize tipping fees. Shasta County entered into an agreement for Castle Rock Union Elementary School District residents to pay an equal amount. The proceeds are forwarded to Siskiyou County.

Since 1990, the parcel charge has been \$5.25 per month for residential parcels. Per the agreement, Shasta County parcel charges are set 15% higher than the Siskiyou County parcel charges to offset the General Fund portion of Siskiyou County’s subsidy. It is recommended that the Board hold a public hearing, and extend last year’s parcel charge (\$6.04 per month for residential). Notice of this public hearing has been published in the Record Searchlight and the Mount Shasta Herald.

ALTERNATIVES

The Board may elect to cancel the agreement and/or decline to renew the parcel charges. The Board may then direct staff to renegotiate the agreement, and/or reconstitute solid waste collection and disposal arrangements.

OTHER AGENCY INVOLVEMENT

Siskiyou County has established similar parcel charges. The resolution has been approved by County Counsel as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

Funds from this fee will be transferred to Siskiyou County. There is no General Fund impact.

ATTACHMENTS:

| Description | Upload Date | Description |
|-------------------------------------|-------------|-------------------------------------|
| Siskiyou 2018 Parcel Fee Resolution | 6/13/2018 | Siskiyou 2018 Parcel Fee Resolution |

RESOLUTION NO. 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AFFIRMING THE SCHEDULE OF LAND FEES TO DEFRAY OPERATION,
MAINTENANCE, AND ADMINISTRATION COSTS ASSOCIATED WITH USE
OF SISKIYOU COUNTY SOLID WASTE DISPOSAL FACILITIES
BY SHASTA COUNTY RESIDENTS**

WHEREAS, Sections 25830 and 25831 of the California Government Code authorize the County Board of Supervisors to establish a schedule of fees to be imposed upon land in the unincorporated area for the operation and maintenance of waste disposal facilities; and

WHEREAS, such fees may be billed and collected by the County Tax Collector as part of the regular County tax billing system; and

WHEREAS, solid wastes generated by residents and commercial activities in the portion of Shasta County comprising the Castle Rock Union Elementary School District are collected and deposited in solid waste disposal facilities owned and operated by the County of Siskiyou; and

WHEREAS, the County of Siskiyou bills Shasta County \$63.00 plus administrative costs of \$9.48 annually per residential equivalent according to the following schedule for such use of Siskiyou County facilities; and

WHEREAS, it is in the interest of Shasta County to recover such costs from the beneficiaries of such waste disposal services; and

WHEREAS, the rates authorized by this resolution have remained unchanged since 1990.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That a monthly fee of \$6.04 (\$72.48 per year) per residential equivalent will continue to be imposed on the land in Shasta County comprising the Castle Rock Union Elementary School District, commencing on July 1, 2018, to be billed by the County Tax Collector annually.
2. That the classification of land within the Castle Rock Union Elementary School District, based upon the various uses to which the land is put, the volume of waste occurring from the different land uses, and the applicable refuse generation in residential equivalents, is established in accordance with the following schedule:

RESOLUTION NO. 2018-
 Siskiyou County Transfer Station Parcel Charges
 June 26, 2018
 Page 2 of 3

| <u>TABLE OF RESIDENTIAL MULTIPLIERS</u> | |
|--|------|
| Apartment (per unit) | 1.00 |
| Auto Repair | 2.00 |
| Bank | 1.00 |
| Bar and Cocktail Lounges | 2.00 |
| Barber/Beauty Shop | 1.00 |
| Café | 2.00 |
| Campground (per site) | 0.17 |
| Church | 1.00 |
| Grocery (small) | 2.00 |
| Grocery (large) | 5.00 |
| Lumber Yard | 2.00 |
| Mobile Home | 1.00 |
| Mobile Home Park (per occupied space) | 1.00 |
| Motel or Hotel | 3.00 |
| Professional/Business Office | 1.00 |
| Residence | 1.00 |
| Restaurant (small) | 2.00 |
| Restaurant (large) | 5.00 |
| Retail Store (small) | 1.00 |
| Retail Store (large) | 2.00 |
| Service Station | 2.00 |
| Service Station with Mini Mart | 3.00 |

Charges to land with a use not specifically identified in the above schedule will be made on the basis of the land use in the schedule to which the use most closely resembles.

RESOLUTION NO. 2018-
Siskiyou County Transfer Station Parcel Charges
June 26, 2018
Page 3 of 3

3. That the fee shall be charged in accordance with the above schedule on land on which a dwelling or commercial building or other occupied structure exists, but if it is unoccupied for the entire year, the fee shall be returned to the property owner upon receipt of a signed affidavit attesting to the previous year's vacancy. If the improvement is totally destroyed by an Act of God or is purchased by a public agency, the fee shall be returned upon application by the owner. All properties having no improvements, and land on which a commercial building or other structure exists but which is occupied not more than 30 days during the year, shall be exempt from all fees established by this resolution.

DULY PASSED AND ADOPTED this 26th 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 26, 2018

CATEGORY: Scheduled Hearings - Public Works-8.

SUBJECT:

Waste Collection Service Charges

DEPARTMENT: Public Works

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions on behalf of USA Waste of California, Inc. (USA): (1) Conduct a public hearing to consider adding new waste collection service charges and increasing an existing service charge; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants; (4) in the absence of a majority protest, adopt a resolution which authorizes the new and revised service charges; and (5) approve and authorize the Chairman to sign the second amendment to the franchise agreement with USA authorizing the new and revised service charges for the period July 1, 2018, through July 1, 2022.

SUMMARY

A public hearing is proposed to consider implementing charges for certain curbside collection irregularities.

DISCUSSION

On November 13, 2012, the Board entered into a ten-year franchise agreement with USA Waste of California, Inc. (USA) to provide waste collection services in unincorporated areas. The franchise agreement delineates the fees that can be charged to customers. USA has proposed: 1) a service charge for contaminants in recycling carts; and 2) an increased commercial overage charge.

The marketplace for recyclables is limited. China has historically received two thirds of this waste stream. They have recently curtailed imports with dramatic market impacts. Contaminated loads are worthless and must be landfilled. Some customers routinely dump garbage in their recycling bins. USA proposes to impose charges for excessive contaminants (>15%). Collection drivers will initially inspect carts manually. Ultimately, collection trucks will be outfitted with remote cameras. Customers exceeding 15% garbage will initially receive warnings. Subsequent violations will lead to service charges. This is common industry practice.

Commercial dumpsters are available in various sizes. Overflowing dumpsters lead to spillage, additional costs for USA and overage charges for the customers. Some commercial customers routinely overfill their dumpsters in lieu of upsizing their

dumpsters. USA proposes to increase the overage charge to discourage this practice.

On May 10, 2018, a notice of new and revised service charges was mailed to every customer pursuant per Articles XIIC and XIID of the California Constitution and California Government Code sections 53750 et seq. (attached). The notice proposed a new residential and commercial recycling contamination charge and an increase in the commercial overage charge starting July 1, 2018. The proposed amendment will incorporate the new and revised service charges into the franchise agreement.

ALTERNATIVES

The Board may decline to adopt the proposed resolution and/or approve the amendment. The new charges will not go into effect.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the resolution and amendment as to form. Risk Management has reviewed and approved the amendment. The County Administrative Office has reviewed this recommendation.

FINANCING

Waste collection services are fee supported and subject to the Proposition 218 process. Adequate funds to administer the process were included in the Adopted 2017/18 Solid Waste budget. There is no General Fund impact.

ATTACHMENTS:

| Description | Upload Date | Description |
|---|-------------|---|
| USA Waste 2018 Prop 218 Notice | 6/7/2018 | USA Waste 2018 Prop 218 Notice |
| USA Waste 2018 Service Charges Resolution | 6/7/2018 | USA Waste 2018 Service Charges Resolution |
| USA Waste Second Amendment | 6/18/2018 | USA Waste Second Amendment |



SOLID WASTE SERVICE RATE INCREASE

NOTICE OF PROPOSED WASTE COLLECTION SERVICE CHARGE

TO AFFECTED PROPERTY OWNER:

Pursuant to Article XIIC and Article XIID of the California Constitution and California Government Code sections 53750 et seq., you are hereby notified that the Board of Supervisors of the County of Shasta will be considering new waste collection service charges to be implemented by USA Waste of California, Inc., more commonly known as Waste Management. The service charges are to cover undue operational expenses incurred during the delivery of waste collection service to properties in the unincorporated area of Shasta County in accordance with the contractual obligations set forth in the agreement between the County of Shasta and USA Waste of California, Inc.

PROPOSED SERVICE CHARGES:

RESIDENTIAL SERVICE CHARGE

| Charge | Current Charge | July 1, 2018 Maximum Charge Allowable |
|--|-----------------------|---|
| Residential Recycling Contamination Charge <i>Description: Charge for garbage (15% or more) mixed in with recyclables in recycling container, as determined by visual assessment conducted by collection vehicle driver during collection operations.</i> | - (New Charge) | \$30.00 per container, per occurrence after initial warning |

COMMERCIAL SERVICE CHARGES

| Charge | Current Charge | July 1, 2018 Maximum Charge Allowable |
|---|-----------------------|--|
| Commercial Recycling Contamination Charge <i>Description: Charge for garbage (15% or more) mixed in with recyclables in recycling container, as determined by visual assessment conducted by collection vehicle driver during collection operations.</i> | - (New Charge) | \$75 per container, per occurrence after initial warning |
| Overage Charge <i>Description: Charge for waste container filled beyond intended capacity (10% or more), as determined by visual assessment conducted by collection vehicle driver during collection operations.</i> | \$50.00 | \$100.00 per container, per occurrence after initial warning |

The County of Shasta provides garbage collection services in the unincorporated areas through a franchise agreement with USA Waste of California, Inc., except in the Intermountain area where services are provided by Burney Disposal, Inc.

A copy of the agreement between the County of Shasta and USA Waste of California, Inc. which sets forth the rates and charges allowed can be reviewed at Shasta County Department of Public Works, 1855 Placer Street, Redding, California 96001.

PROTEST INFORMATION:

The Board of Supervisors of the County of Shasta will consider the proposed service charges at a public hearing at 9 a.m., or as soon thereafter as can be heard, on June 26, 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 potentially subject to the proposed service charges, you may submit a protest against the charges 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 service charges. A majority protest exists if written protests against the proposed service charges 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 service charges 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.

RESOLUTION NO. 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE ADDITION OF NEW RECYCLING CONTAMINATION
SERVICE CHARGES AND ADJUSTMENT OF EXISTING COMMERCIAL
OVERAGE SERVICE CHARGES FOR USA WASTE OF CALIFORNIA, INC.**

WHEREAS, on November 13, 2012, the Board of Supervisors approved a ten-year franchise agreement between USA Waste of California, Inc. and the County; and

WHEREAS, on May 10, 2018, a written notice describing the proposed addition of new commercial and residential recycling contamination charges and the proposed increase in the commercial overage charge was mailed to affected property owners in accordance with the provisions of Article XIIC and XIID, of the California Constitution and California Government Code sections 53750; and

WHEREAS, on June 26, 2018, a public hearing was held to provide an opportunity to protest proposed rate adjustments in accordance with the provisions of Article XIIC and XIID, of the California Constitution and California Government Code sections 53750; and

WHEREAS, there was not a majority protest to the proposed increases;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Supervisors of the County of Shasta, State of California, that USA Waste of California, Inc. may, through an amendment to franchise agreement, implement an increase in the commercial overage charge and may implement new charges for commercial and residential recycling contamination.

BE IT FURTHER RESOLVED, that the increase in the commercial overage charge and any new charges for commercial and residential recycling contamination charges, are effective July 1, 2018.

DULY PASSED AND ADOPTED this 26th 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

**SECOND AMENDMENT
TO THE
SOLID WASTE COLLECTION AGREEMENT
BETWEEN
THE COUNTY OF SHASTA AND
USA WASTE OF CALIFORNIA, INC.**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County") and USA Waste of California, Inc., a Delaware corporation ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement that commenced on November 13, 2012, (the "Agreement") for the purpose of collection, transportation and disposal of residential and commercial solid waste and the recovery of recyclables as well as the operation of nine waste collection transfer stations; and

WHEREAS, County and Contractor desire to amend the Agreement to provide for new service charges.

NOW, THEREFORE, the Agreement is amended as follows:

I. Exhibit A, Fee Schedule for Residential and Commercial Collections, of the Agreement is amended in its entirety to read as shown in Exhibit A - Amendment 2, attached and incorporated herein.

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, constitutes the entire understanding between County and Contractor concerning the subject matter contained herein.

IV. EFFECTIVE DATE

Unless otherwise provided, this Second Amendment shall be deemed effective as of July 1, 2018.

IN WITNESS WHEREOF, County and Contractor have executed this Second Amendment to the 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 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

By: David M. Yorton, Jr. 6/18/18
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Jim Johnson 06/18/2018
Risk Management Analyst III

CONTRACTOR

*USA Waste of California, Inc.
a Delaware corporation*

By: _____

Print Name: Barry Skolnick

Title: President

Date: 6-15-18

Tax I.D. #: 68-0114107

By: _____

Print Name: David Stratton

Title: Vice President

Date: 6-15-18

EXHIBIT A – Amendment 2**Fee Schedule for Residential and Commercial Collections**

Contractor shall be permitted to collect no more than the following monthly fees for collection services:

1. Residential Service

Residential service includes weekly collection of either a 64 gallon or a 96 gallon wheeled waste container and biweekly collection of a 64 gallon wheeled recyclables container.

| | |
|--|-----------------|
| 96 gallon service | \$28.06 / Month |
| 64 gallon service | \$24.26 / Month |
| 64 gallon senior citizen service (65 or older) | \$9.55 / Month |

Existing users of the Senior Citizen Tag program may purchase waste collection tags at a cost of \$4.36 per tag. The tags are to be attached to waste containers when they are set out for collection and such wastes will be collected without a monthly charge. Alternatively, tagged wastes may be deposited for free at any transfer station operated by Contractor.

Residential Recycling Contamination Charge = \$30.00 per container, per occurrence after initial warning

Charge for 15% or more garbage in recycling container, as determined by visual assessment conducted by collection vehicle driver during collection operations.

2. Commercial Service

| CONTAINER SIZE | TIMES PICKED UP PER WEEK | | | | | |
|-------------------|--------------------------|----------|------------|------------|------------|------------|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 1 Yard | \$104.00 | \$207.98 | \$297.17 | \$381.15 | \$464.78 | \$548.50 |
| 1.5 Yards | \$161.89 | \$264.50 | - | - | - | - |
| 2 Yards | \$192.15 | \$336.79 | \$481.52 | \$617.22 | \$752.69 | \$888.25 |
| 3 Yards | \$244.71 | \$402.34 | \$560.04 | \$717.74 | \$875.44 | \$1,033.07 |
| 4 Yards | \$320.84 | \$530.87 | \$741.18 | \$951.38 | \$1,161.47 | \$1,371.34 |
| 6 Yards | \$394.37 | \$630.54 | \$866.68 | \$1,102.83 | \$1,338.99 | \$1,575.10 |
| 10 Yards | \$512.98 | \$813.49 | \$1,121.35 | \$1,429.19 | \$1,737.10 | \$2,044.98 |

Note: Customer will be charged according to the total yardage of containers. For example, two 2-yard bins will be charged at the 4-yard rate.

Overage Charge = \$100.00 per container, per occurrence after initial warning

Charge for waste container filled beyond intended capacity

Commercial Recycling Contamination Charge = \$75.00 per container, per occurrence after initial warning

Charge for 15% or more garbage in recycling container, as determined by visual assessment conducted by collection vehicle driver during collection operations.

EXHIBIT A– Amendment 2 (continued)**Fee Schedule for Residential and Commercial Collections**2. Commercial Service (cont.)

| DROP BOXES | |
|---|---|
| 20 - Yard Drop Box Includes 7 day rental, up to 3 tons of disposal | \$496.67 Per Collection |
| 30 - Yard Drop Box Includes 7 day rental, up to 3 tons of disposal | \$613.64 Per Collection |
| 40 - Yard Drop Box Includes 7 day rental, up to 3 tons of disposal | \$810.39 Per Collection |
| Trash Compaction | \$28.16 Per Yard Capacity of Box Per Collection |

Trip Charge = 50% of Drop Box Rate

Charge for customer-requested delivery or pick-up which failed due to lack of accessibility or overload condition

Excess Weight Charge = Actual Landfill Disposal Charge

Disposal charge for weight in excess of 3 tons

Extended Rental Charge = \$10.00/Day

Daily drop box rental charge for periods in excess of 7 days.