



SHASTA COUNTY

BOARD OF SUPERVISORS

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

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, August 14, 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 Tom Lucatorta, Heritage Baptist 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 a resolution which recognizes Shasta County Health and Human Services Agency, Eligibility Worker Supervisor, Danae Johnson as Shasta County's Employee of the Month for August 2018.

No Additional General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates August 2018 as "Child Support Awareness Month" in Shasta County.

No General Fund Impact

Simple Majority Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 Auditor-Controller

Approve and authorize the Chairman to sign the County claims list in the amount of \$30, as submitted.

No Additional General Fund Impact

Simple Majority Vote

C 2 Administrative Office

Approve a budget amendment increasing appropriations by \$400,000 in the General Revenue and Transfers budget for the Mayers Memorial Hospital Grant.

No General Fund Impact **4/5 Vote**

C 3 Clerk of the Board

Approve the minutes of the meetings held on July 24, July 30, and August 6, 2018 as submitted.

No General Fund Impact	Simple Majority Vote
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C 4 Support Services-Personnel

Adopt a salary resolution which amends the Shasta County Position Allocation List effective August 19, 2018, to reclassify positions within the District Attorney's Office as follows: from 1.0 Full Time Equivalent (FTE) Investigative Technician I/II to 1.0 FTE Senior Investigative Technician.

No Additional General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

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

Approve and authorize the Chairman to sign a retroactive renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed the claimable federal financial participation reimbursement to provide Medi-Cal Targeted Case Management services for the period July 1, 2018 through June 30, 2023.

No Additional General Fund Impact Simple Majority Vote

PUBLIC WORKS

C 6 Public Works

Take the following actions regarding the “West Central Landfill Erosion Control Hydroseeding” Contract No. 207519: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after September 6, 2018, at 11 a.m.

No General Fund Impact	Simple Majority Vote
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REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 3 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related

to Shasta County's legislative platform; and (2) receive Supervisors' reports on countywide issues.

No General Fund Impact

No Vote

R 4 Administrative Office

Take the following actions: (1) Appoint Paul Hellman as the Shasta County Director of Resource Management; and (2) establish Mr. Hellman's start date as August 19, 2018 with Mr. Hellman's starting salary at C-step (\$63.30 per hour/\$10,973 per month) of the salary range for the position of Director of Resource Management.

No Additional General Fund Impact

Simple Majority Vote

R 5 Administrative Office

Receive an update on fire recovery efforts from County Executive Officer Larry Lees.

No General Fund Impact

No Vote

R 6 Administrative Office

County Counsel

Take the following actions: (1) Introduce, waive the reading of, and enact An Urgency Ordinance of the Board of Supervisors of the County of Shasta, State of California, Establishing Requirements for the Removal of Fire-Damaged Debris from Private Property Following the Carr Fire; and (2) find the ordinance is exempt from the requirements of the California Environmental Quality Act for the reasons stated in the ordinance.

No Additional General Fund Impact

4/5 Vote

HEALTH AND HUMAN SERVICES

R 7 Health and Human Services Agency-Public Health

Adopt a resolution recognizing that the circumstances and factors which led to the August 6, 2018, ratification of a proclamation of a local health emergency due to immediate threats to public health and safety in Shasta County based on the expected presence of fire-generated hazardous debris and toxic ash from the Carr Fire have not been resolved and that there is a need for continuation of the proclamation.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 8 The Board of Supervisors will recess to a Closed Session to discuss the following items (Est. 55 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))

Names of cases: Gregory Pigg v. County of Shasta

Gary Van Dyne v. County of Shasta
Quintin Johnston v. County of Shasta
Kane County, Utah, Et al. v. United States
Rene Estill v. County of Shasta, et al.

CONFERENCE WITH LABOR NEGOTIATORS

(Government Code section 54957.6):

Agency Negotiators:

County Executive Officer Larry Lees
Personnel Director Angela Davis

Employee Organizations:

Shasta County Employees Association
Deputy Sheriff's Association - Deputy Sheriff, Sergeant
and Attorney Investigator Unit

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
08/21/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
08/28/2018		Board of Supervisors meeting Canceled	
09/04/2018		Board of Supervisors meeting Canceled	
09/11/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
09/11/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
09/13/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
09/18/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

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

DEPARTMENT: Board Matters
Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Eligibility Worker Supervisor, Danae Johnson as Shasta County's Employee of the Month for August 2018.

SUMMARY

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

DISCUSSION

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

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

Ms. Johnson has improved policies and procedures to increase the quality of service our clients receive. As a member of the Will Call workgroup she suggested creating a file folder within the Shared Folder to house documents that clients need to pick up at a Regional Office so regardless of the Regional Office the client showed up at, the staff can easily access the folder to

print the document for the client. This created an easier and more efficient process for the client to receive documents.

Ms. Johnson is currently actively participating in the vetting and design of a computer software known as Rushmore to be used in the Quality Assurance review to identify error trends for training purposes to ensure staff are consistent and accurate in the eligibility determination of the CalWORKs, CalFresh and Healthcare programs. Ms. Johnson is also working with HHSA Asset Management on the remodel and expansion of the Shasta Lake office.

Ms. Johnson believes in her work and the value of Public Service. She inspires those she supervises to reach for their goals and encourages promotion.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Resolution - EOM August 2018	7/9/2018	Resolution - EOM August 2018

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING DANAE JOHNSON, ELIGIBILITY WORKER SUPERVISOR
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
AS AUGUST 2018 EMPLOYEE OF THE MONTH**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Danae Johnson, Eligibility Worker Supervisor, of the Shasta County Health and Human Services Agency, is hereby named Shasta County Employee of the Month for August 2018; and

BE IT FURTHER RESOLVED that Ms. Johnson has improved policies and procedures to increase the quality of service our clients receive. As a member of the Will Call workgroup she suggested creating a file folder within the Shared Folder to house documents that clients need to pick up at a Regional Office so regardless of the Regional Office the client showed up at, the staff can easily access the folder to print the document for the client. This created an easier and more efficient process for the client to receive documents.

Ms. Johnson is currently actively participating in the vetting and design of a computer software known as Rushmore to be used in the Quality Assurance review to identify error trends for training purposes to ensure staff are consistent and accurate in the eligibility determination of the CalWORKs, CalFresh and Healthcare programs. Ms. Johnson is also working with HHSA Asset Management on the remodel and expansion of the Shasta Lake office.

Ms. Johnson believes in her work and the value of Public Service. She inspires those she supervises to reach for their goals and encourages promotion.

DULY PASSED AND ADOPTED this 14th day of August, 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: August 14, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

Proclaim August 2018 Child Support Awareness Month in Shasta County.

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Morelock, Director, (530) 229-8762

STAFF REPORT APPROVED BY: Terri Morelock, Director

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

RECOMMENDATION

Adopt a proclamation which designates August 2018 as “Child Support Awareness Month” in Shasta County.

SUMMARY

As in years past, the California Department of Child Support Services will announce August as Child Support Awareness Month statewide. As such, the Director of Child Support Services, who administers the child support program in Shasta County, requests that the Shasta County Board of Supervisors proclaim the month of August 2018 as Child Support Awareness Month in Shasta County as well.

DISCUSSION

The Shasta County Department of Child Support Services, being the county agency charged with the administration of the child support program in Shasta County, and in further pursuit of seeking new and innovative ways of enforcing orders for support, strongly believes that the children in Shasta County deserve the financial, medical, and emotional support of both parents. The department currently assists 10,601 families, of which 6,573 families are former recipients of welfare benefits. In the 12 months, ending June 30, 2018, the department collected and disbursed \$19 million in current and past due child support.

ALTERNATIVES

The Board could choose not to accept this report or request some modifications or amendments to the report and/or proclamation.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. The California Department of Child Support Services is supportive of this action.

FINANCING

There is no fiscal impact to the Shasta County General Fund with the acceptance of this proclamation. All department costs associated with the recommendation are minimal and were included in the FY 18/19 Adopted Budget.

ATTACHMENTS:

Description	Upload Date	Description
Child Support Awareness Month Proclamation	7/20/2018	Child Support Awareness Month Proclamation

Shasta County Board of Supervisors Proclamation

Child Support Awareness Month August 2018

WHEREAS, the Shasta County Department of Child Support Services believes that children are our most precious resource and become healthy, productive, and well-adjusted adults through the support and nurturing of their families; and

WHEREAS, the Shasta County Department of Child Support Services believes that child support provides an essential bridge to self-sufficiency and financial security for children and their families by ensuring that children have a reliable source of financial and medical support, allowing them to grow, learn, and achieve their dreams; and

WHEREAS, the Shasta County Department of Child Support Services currently serves 10,601 families, of which 6,573 families are former recipients of welfare benefits; and

WHEREAS, in the 12 months ending June 30, 2018, the Shasta County Department of Child Support Services collected and disbursed \$19 million in current and past due child support payments; and

WHEREAS, the Shasta County Department of Child Support Services is strongly committed to its mission of working together with parents for their children; and

WHEREAS, the staff of the Shasta County Department of Child Support Services believe in and practice the core values of integrity, teamwork, quality, respect, and public service.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors hereby proclaims the month of August 2018 as **Child Support Awareness Month** in Shasta County.

Les Baugh, Chairman

August 14, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: Consent - General Government-1.

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 \$30, as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:

Description

Board Claim's List

Upload Date

8/7/2018

Description

Board Claim's List

ORIGINAL

COUNTY OF SHASTA
OFFICE OF AUDITOR-CONTROLLER
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER
8/14/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
00391/035998	CSA #1	DOUG ATKINS	CHIEF OFFICERS ASSOCIATION MTG	\$ 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
	TOTAL			\$ 30.00		

Auditor's Certification:

I certify that the foregoing is a true list of claims properly and
regularly coming before the Shasta County Board of Supervisors,
and that the computations are correct.

Date: 8/6/18 Signature: 

Approval of Claims:

These claims were allowed and the Claims List was approved as correct, by vote
of the Board of Supervisors on this date.

Date: _____

Chairman
Board of Supervisors
County of Shasta
State of California



**CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

COOPERATIVE FIRE PROTECTION
Since 1980

SHASTA COUNTY FIRE DEPARTMENT
875 Cypress Ave Redding CA 96001



Mike Hebrard
Chief

MEMORANDUM

Date: July 29, 2018

To: Brian Muir, Auditor-Controller

From: Mike Weber, Assistant Chief *mw*

Subject: Board Claim for Doug Atkins

Doug Atkins is a volunteer firefighter for Shasta County Fire Department. He recently located the stipend claim form for meeting attendance during the calendar year of 2014. He has approved the claim amount and presented it for payment, but the claim is now over one year old and requires approval by the Board of Supervisors for payment.



Shasta County Fire Department Volunteer Firefighter Meeting Attendance Report



Igo VFC #50

Name	Date	Hours	Stipend	No Pay
Doug Atkins 14242 Lost Lane Igo, CA 96047	CL 0000 20			
Chief Officers Association	3/3/2014	2.0	\$10.00	<input type="checkbox"/>
Chief Officers Association	9/8/2014	1.0	\$10.00	<input type="checkbox"/>
Chief Officers Association	12/1/2014	1.0	\$10.00	<input type="checkbox"/>
TOTALS (3 detail records)		4.0	\$30.00	

The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct; that no part thereof has heretofore been paid, and that the amount herein is justly due this claimant, and that the same is presented within one year after the last item thereof has accrued. Furthermore, if I am a county or district employee, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flier miles, and room-stay rewards.

Claimant Signature

Tuesday, May 05, 2015 T

Page 18 of 39

COUNTY OF SHASTA

Transaction Report

Long Format

Invoice Dates

Person/Entity ID: PAYROLL

Name: MISC PAYROLL WARRANTS

01/01/2014 - 12/31/2014

Cost Ctr - Account				Invoice No		Inv Date		Job No		Dist Amt		Inv Amt	
Project - Activity				Secondary Ref		Due Date		CK Job No		Disc Amt		Tax Amt	
Batch ID				PR No		Rcv Date		Misc		Retl Amt		Tax2 Amt	
PO No				Units		Pst Date		Div		Tax/Tax2 Cd		Chrg Amt	
Prep Seq No				Description		Ck Date		Ck No		Chg/Duty Cd		Duty Amt	
						Ck Status		Cancel Date					
00391-035998				XC013014FA		01/30/2014		3404428		210.00		210.00	
N/A..N/A-04/0				CL000020		03/28/2014		0		0.00		0.00	
PY000074				PD P4				P NB		0.00		0.00	
				01 1.00		04/09/2014		OP 01				0.00	
JCHXX 64				D ATKINS 7/1-12/31/13 TRN STP		04/15/2014		75				0.00	
00391-034898				XC050214EA		05/02/2014		3473063		12.00		12.00	
N/A..N/A-06/1				CL000020		05/02/2014		0		0.00		0.00	
PY000079				PD P5				P NB		0.00		0.00	
				01 1.00		06/18/2014		OP 01				0.00	
JCHXX 108				D ATKINS 10/1/13-3/31/14 CALLS		06/24/2014		75				0.00	
00391-035998				XC080714CB		08/07/2014		3545829		120.00		120.00	
N/A..N/A-08/2				CL000020		08/07/2014		0		0.00		0.00	
PY000084				PD P4				PACN NB		0.00		0.00	
				01 1.00		08/26/2014		OP 01				0.00	
JCHXX 101				D ATKINS 1/1-6/30/14 TRN STP		09/02/2014		75				0.00	
00391-034896				XC091114G		09/11/2014		3609105		192.24		192.24	
N/A..N/A-10/2				CL000020		09/11/2014		0		0.00		0.00	
PY000089				PD P6				P NB		0.00		0.00	
				01 1.00		10/22/2014		OP 01				0.00	
JCHXX 158				D ATKINS 7/31/14 SHU 6248J		10/28/2014		75				0.00	
00391-034898				XC120514BC		12/05/2014		3665193		60.00		60.00	
N/A..N/A-12/1				CL000020		12/05/2014		0		0.00		0.00	
PY000093				PD P5				P NB		0.00		0.00	
				01 1.00		12/17/2014		OP 01				0.00	
JCHXX 29				D ATKINS 4/1-9/30/14 CALLS		12/23/2014		75				0.00	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018
CATEGORY: Consent - General Government-2.

SUBJECT:

Budget Amendment to Disburse Mayers Memorial Hospital Grant

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Howat, County Chief Financial Officer, (530) 225-5561

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

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

RECOMMENDATION

Approve a budget amendment increasing appropriations by \$400,000 in the General Revenue and Transfers budget for the Mayers Memorial Hospital Grant.

SUMMARY

n/a

DISCUSSION

On January 26, 2016, the Board of Supervisors signed a Grant Agreement with Mayers Memorial Hospital (MMH) for \$400,000 contingent on MMH receiving approval of the New Hospital Project from the California Office of Statewide Health Planning and Development (OSHPD). The approval has been received. The budget amendment will move \$400,000 from the Assigned Fund Balance into an expense account to properly disburse to MMH.

ALTERNATIVES

Mayer Memorial Hospital has performed the terms related to the agreement.

OTHER AGENCY INVOLVEMENT

The Auditor-Controller's office staff have reviewed the recommendation and appropriate documentation.

FINANCING

The funds are available in the Hatchet Ridge Community Benefit Agreement Designation. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Budget Amendment	7/24/2018	Budget Amendment
Mayers Memorial Hospital Grant Agreement	7/24/2018	Mayers Memorial Hospital Grant Agreement
Building Permit (OSHDPD)	7/24/2018	Building Permit (OSHDPD)



ADMINISTRATIVE OFFICE

**LAWRENCE G. LEES
COUNTY EXECUTIVE OFFICER**

1450 COURT ST., SUITE 308A
REDDING, CALIFORNIA 96001-1673
VOICE – (530) 225-5561
(NORTH STATE) – (800) 479-8009
FAX – 229-8238

July 19, 2018

To: Brian Muir, Auditor-Controller

From: Larry Lees, County Executive Officer

Re: Budget Amendment for General Revenue and Transfers Budget

Upon approval from the Shasta County Board of Supervisors, please adjust the Assigned Fund Balance Mayers Hospital by \$400,000 and increase appropriations by \$400,000 in the Contributions to Non-County Governmental Agencies account (051300) within the General Revenue and Transfers budget unit (10000).

If you should need any additional information, please let us know.

Thank you.

Cc: Terri Howat, County Chief Financial Officer

CAO 00060

Department Name & Fund No.

Appropriations

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
10000	051300	0	400,000	400,000
Total				400,000

Revenue

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
Total				-

Net Amendment

400,000

**COUNTY OF SHASTA
GRANT AGREEMENT**

**Mayers Memorial Hospital District
Grant Amount: \$400,000**

THIS AGREEMENT dated **JAN 26 2016** is by and between the County of Shasta, a political subdivision of the State of California, ("County") and Mayers Memorial Hospital District, a hospital district organized under California law ("MMH").

RECITALS:

A. MMH has been a hospital serving the frontier area of Shasta County, as well as parts of three other North State counties since 1956. MMH is the only local acute care hospital for the approximately 17,000 people living in the eastern portion of Shasta County.

B. MMH is raising funds to pay for the development, design, and construction of a new 10,700 square foot hospital facility to be located at 43563 Highway 299E Fall River Mills, CA 96028, Assessor's Parcel Numbers 018-200-030 and 018-200-041, and to retrofit to be more seismically sound its existing building located at 43563 Highway 299E Fall River Mills, CA 96028, Assessor's Parcel Numbers 018-200-007 and 018-200-030 (collectively, the "New Hospital Project").

C. MMH requested grant funding to be applied to the New Hospital Project, with the goal of increasing the delivery of vital medical services in the eastern portion of Shasta County, for the diagnosis, care, prevention, and treatment of human illness, or physical, mental, or developmental disability, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons.

D. Government Code Section 26227 authorizes the Shasta County Board of Supervisors to finance or assist in the financing of the acquisition or improvement of real property and furnishings to be owned or operated by any public agency, nonprofit corporation, or nonprofit association to carry out programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, the health needs of the population of the County.

E. The Shasta County Board of Supervisors has deemed the programs carried out by MMH to be necessary to meet the social needs of the population of the County, including, but not limited to, the Burney and Intermountain Area.

F. The 2008 Hatchet Ridge Wind Project Community Benefit Agreement authorizes the Shasta County Board of Supervisors to expend Community Benefit Funds provided pursuant to that Community Benefit Agreement for purposes that will benefit the community of Burney.

G. The Shasta County Board of Supervisors has determined that a grant of \$400,000 to MMH from the 2008 Hatchet Ridge Wind Project Community Benefit Agreement to assist with the construction of the New Hospital Project (1) is needed to carry out programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of County, and (2) serves purposes that will benefit the community of Burney.

Therefore, the parties agree as follows:

1. Grant. County agrees to grant MMH the sum of \$400,000, contingent on MMH receiving approval of the New Hospital Project from the California Office of Statewide Health Planning and Development (OSHPD). Said contingency shall be satisfied before County payment of the aforementioned sum to MMH.

2. Use of Funds.

a. MMH shall use Grant funds exclusively for the development, design, and construction of the New Hospital Project. MMH shall maintain and operate each facility in the New Hospital Project as a "health facility," as that term is defined in Government Code section 15432(d) as it may be amended from time to time, to promote the health and social welfare of County including, but not limited to, the people of Burney and the Intermountain Area.

b. MMH understands and agrees that any construction improvements to the New Hospital Project must comply with prevailing wage requirements 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.

3. Term of Agreement. The term of this Agreement shall commence on the date of signing by all parties of this Agreement and shall end in 25 years.

4. Termination of Agreement. At any time prior to expiration of the term of this Agreement, County, acting either through its Board of Supervisors or its County Executive Officer, shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to MMH and to demand return to the County of all funds granted to MMH under this Agreement, if any of the following occurs:

a. MMH fails to perform its responsibilities under this Agreement or fails to comply with any and/or all of the terms and conditions in this Agreement as determined by County;

b. MMH does not commence and complete the New Hospital Project within a time period determined by County;

c. During the term of this agreement, MMH voluntarily or involuntarily discontinues use of any of the New Hospital Project facilities as a "health facility," as that term is defined in Government Code section 15432(d) as it may be amended from time to time;

d. MMH transfers ownership and/or sells any of the New Hospital Project facilities at any time during the term of this Agreement; and/or

e. MMH is dissolved during the term of this Agreement, MMH shall return such funds within 30 days of County's written demand for return of the funds.

5. Publicity. Publicity generated by MMH for the New Hospital Project during the initial year of this Agreement shall make reference to the contribution of County.

6. Non-Discrimination. MMH agrees to comply with applicable laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation, mental or physical disability, or any additional classification or status protected by law.

7. Indemnity. MMH agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its elected officials, agents, officers, attorneys, employees, volunteers, boards and commissions, from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including but not limited to attorney's fees and the cost of litigation (including, but not limited to, attorney's fees and costs of litigation incurred in an action by County to enforce the indemnity provisions herein), that may be asserted by any person or entity, including MMH, arising out of or in connection with the performance of MMH hereunder, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole negligence of or due to the willful misconduct of County. If there is a possible obligation to indemnify, MMH's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of MMH, subject to MMH's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for MMH or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

As part of this Grant Agreement, MMH agrees to defend, indemnify, release and hold harmless County, its elected officials, agents, officers, attorneys, employees, volunteers, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorney's fees or expert witness fees that may be asserted by any person or entity, including MMH, arising out of or in conjunction with the approval of this Agreement, whether or not there is concurrent passive or active negligence on the part of County.

As County is merely a grantor of funds to MMH, the provisions of this section are intended to be construed as broadly as permitted under California law and are intended to relieve County of any liability associated with the ownership, construction, or operation of the New Hospital Project.

8. Compliance with Laws, Prevailing Wages. MMH understands and agrees that use of County funds in connection with New Hospital Project shall require the payment of prevailing wages in accordance with the California Labor Code. MMH agrees to comply with all applicable laws and regulations affecting the New Hospital Project, and agrees to provide reasonable documentation of such compliance promptly upon County's request.

9. Right to Audit and Inspect. MMH understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind for the purpose of monitoring MMH's compliance with the terms and conditions of this Agreement, including the requirement MMH maintain and operate each facility as a "health facility," as that term is defined in Government Code section 15432(d), to promote the health and social welfare of County including, but not limited to, the people of Burney and the Intermountain Area.

10. Obligations After Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination; and (2) Paragraph 7, Indemnification.

11. Insurance.

a. MMH shall maintain throughout the term of this Agreement, fire, flood, and extended coverage insurance to provide replacement coverage for the New Hospital Project facilities.

b. MMH shall also obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this Agreement, Commercial General Liability Insurance for the New Hospital Project facilities (including the building and premises) of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage per occurrence and Five Million Dollars (\$5,000,000) aggregate. Any of MMH'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.

c. MMH shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover MMH and MMH'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 MMH. MMH hereby certifies that MMH 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 MMH shall comply with such provisions prior to the distribution of funds by County to MMH under this Agreement.

d. Any deductible or self-insured retention exceeding \$25,000 for MMH shall be disclosed to and be subject to approval by the County Risk Manager prior to the distribution of funds by County to MMH under this Agreement.

e. 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, volunteers, boards and commissions, 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. MMH shall provide County the endorsements or amendments to MMH's policies of insurance as evidence of insurance protection before the distribution of funds by County to MMH under this Agreement.

f. The insurance coverage required by this Agreement shall be in effect at all times during the Agreement. In the event any insurance coverage expires at any time during the term of the Agreement, MMH shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein.

g. Any of MMH'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.

h. MMH releases County from liability for loss or damage covered by MMH's fire, flood, and extended insurance coverage and waives subrogation rights of the insurer(s).

12. No Political or Religious Activity. County funds shall be used only for the purposes specified in this Agreement and in any attachments hereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.

13. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.

15. Method and Place of Giving Notice. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: County Executive Officer
1450 Court Street, Suite 308A
Redding, CA 96001
Phone: 530-225-5561
Fax: 530-229-8238

If to MMH: Chief Executive Officer
P.O. Box 459
Fall River Mills, CA 96028
Phone: 530-336-5511

Written notice shall be deemed to be effective two days after mailing.

16. Assignment/Delegation. Neither party shall assign, sublet, or transfer any interest in or delegate any duty under this Agreement without the written consent of the other, and no assignment shall have any force or effect whatsoever unless and until the other party shall have so consented.

17. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.

18. Notice of Claim. If any claim for damages is received by MMH or if any lawsuit is instituted that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, MMH 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.

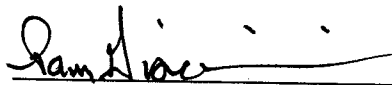
19. Agreement Preparation. It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

[SIGNATURE PAGE FOLLOWS]

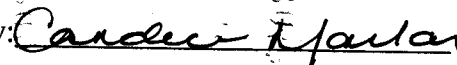
IN WITNESS WHEREOF, County and MMH have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

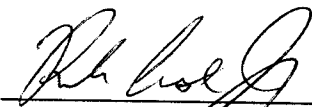
Date: JAN 26 2016


PAM GIACOMINI, CHAIRMAN
Board of Supervisors
County of Shasta, State of California

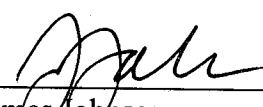
ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: 

Approved as to form:

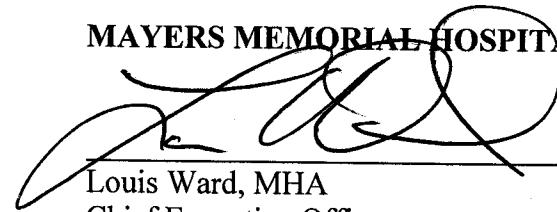

Rubin E. Cruse, Jr.
County Counsel

RISK MANAGEMENT APPROVAL


James Johnson
Risk Management Analyst

MAYERS MEMORIAL HOSPITAL DISTRICT

Date: 12/11/2015


Louis Ward, MHA
Chief Executive Officer
Mayers Memorial Hospital District
Tax I.D. # 94-1634940



Office of Statewide Health Planning and Development



BUILDING PERMIT

This permit shall be posted.

Facility Building Permit

Facility # 11000 Facility Name Mayers Memorial Hospital

Address

Street Address 43563 State Highway 299 E Phone _____
City Fall River Mills County 45 - Shasta State CA Zip Code 96028

Record Detail

Record/Project Name ePC OTC - Hospital expansion - new building
Detailed Description Hospital expansion, including new Emergency Department, Diagnostic Imaging, Laboratory, Lobby and Registration, and Support Services

Contractor

Business Name Layton Construction Co., Inc. License/Certificate Number 795238
First Name _____ M.I. _____ Last Name _____
Street Address 9090 South Sandy Parkway
City Sandy State UT Zip Code 84070
Phone (801) 568-9090 Email _____

Inspector of Record

IOR License/Certificate Number A20459 Expiration Date 3/31/2019
First Name Brian M.I. _____ Last Name Tetreault
Phone (916) 213-5234 Email brisal@aol.com

PERMIT EXPIRES IF AUTHORIZED WORK IS NOT COMMENCED WITHIN ONE YEAR AFTER OBTAINING THE WRITTEN APPROVAL OF CONSTRUCTION DOCUMENTS, OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR FOLLOWING ITS COMMENCEMENT.

Parent Project # H163250-45-00 Increment # _____ BP # H163250-45-00-BPT01
Permit Issued on 05/31/2018

Issued By: Mickey Fong
Regional Compliance Officer



Special Conditions

THE PLANS HAVE BEEN APPROVED WITH COMMENTS: DESIGNER(S) SHALL IMMEDIATELY CLEAR COMMENTS.

TIO PROGRAM APPROVED WITH COMMENTS: COMPLETE TBD ITEMS/TIO PROGRAM AS REQUIRED. PROVIDE A COPY OF THE SUBMITTED TIO PROGRAM ON SITE.
OSHDP FDD FIELD REVIEW AND APPROVAL OF COMPLETED TIO PROGRAM REQUIRED PRIOR TO EXECUTION OF THE WORK OF CONSTRUCTION.
The identities of firms and individuals performing tests and special inspections shall be submitted to the appropriate OSHDP field representative and approved prior to performance of such tests and special inspections.

THE NOTICE OF START OF CONSTRUCTION SHALL BE SUBMITTED TO FDD PRIOR TO CONSTRUCTION BEGINNING.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

7/24/18, 7/30/18 and 8/6/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve the minutes of the meetings held on July 24, July 30, and August 6, 2018 as submitted.

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Upload Date

Description

Draft 7/24/18 Minutes

Draft 7/30/18 Mintues

Draft 8/6/18 Minutes

7/31/2018

8/10/2018

8/10/2018

Draft 7/24/18 Minutes

Draft 7/30/18 Mintues

Draft 8/6/18 Minutes

July 24, 2018

1

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, July 24, 2018

REGULAR MEETING

9:01 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
Assistant County Counsel - James Ross
Administrative Board Clerk - Kristin Gulling-Smith
Chief Deputy Clerk of the Board - Mary Williams

INVOCATION

Invocation was given by Pastor Brian Cummins, Trinity Lutheran Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors moved the Public Comment Period to the beginning of the meeting.

PUBLIC COMMENT PERIOD - OPEN TIME

Bret Gouvea, Deputy Chief for CalFire and Shasta County Fire Department, gave an update on the Carr Fire in the French Gulch area, including road closures and evacuation measures.

In response to questions from Supervisor Kehoe, Chief Gouvea described the types of land involved in the fire.

In response to questions from Supervisor Rickert, Chief Gouvea stated that it is not possible to give a definite timeline for containment of the fire.

In response to questions from Supervisor Morgan, Chief Gouvea described the measures taken to protect the firefighters from heat-related illnesses.

Paul Kjos, Agricultural Commissioner/Sealer of Weights and Measures, gave an update regarding the recent discovery of an Oriental Fruit Fly in Shasta County.

In response to questions from Supervisor Moty, Commissioner Kjos stated that the origin of the fruit fly is currently unknown.

In response to questions from Supervisor Rickert, Commissioner Kjos stated that El Dorado County is the closest county that has found similar fruit flies and described possible plans to treat any infestations if it becomes necessary.

Monique Welin spoke regarding decisions made at previous meetings of the Board of Supervisors.

Rick Simon, Director of Resource Management, stated that Resource Management has gone live with the public portal for the TraKiT system, which gives access to online permit processing, tracking, and parcel information. He also described the feedback survey that the department has developed, which will be sent out with every permit issued, as well as being available online and in the department's front lobby.

In response to questions from Supervisor Kehoe, Mr. Simon described the process that Resource Management will follow to incorporate the feedback received from the survey.

PRESENTATIONS

HEALTH AND HUMAN SERVICES AGENCY-PUBLIC HEALTH BIENNIAL REPORT ON BLOOD-BORNE DISEASE PREVENTION PROJECT

July 24, 2018

3

County Health Officer Dr. Andrew Deckert gave the biennial report on the Blood-Borne Disease Prevention Project (Clean Needle and Syringe Exchange Project) and received comments from stakeholders and the public.

In response to questions from Supervisor Kehoe, Dr. Deckert stated that there is no specific outreach to the homeless for the Syringe Services Program, although it is open to them.

In response to questions from Supervisor Moty, Dr. Deckert described steps being taken to expand the services offered and the difficulties in tracking referrals to treatment programs. Dr. Deckert also described new treatment options that are being used in the county, as well as the option of connecting medication-assisted treatment with the Syringe Services Program.

In response to questions from Supervisor Morgan, Dr. Deckert explained that the Syringe Services Program is run by Public Health and is positioned beside the Hope Van, which belongs to the Shasta Community Health Center. Dr. Deckert stated that there is always the possibility of another agency starting another syringe exchange program and discussed how it would need to be approved.

CONSENT CALENDAR

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

Approved and authorized the Chairman to sign the County Claims List in the amount of \$24 requiring special board action. (Auditor-Controller)

Approved the minutes of the meeting held on July 17, 2018, as submitted. (Clerk of the Board)

Declared elected those persons and results of measures based on the certified results of the June 5, 2018, Statewide Direct Primary Election. (County Clerk/Registrar of Voters)

Adopted Resolution No. 2018-064 which appoints Dr. Karen C. Ramstrom as the Shasta County Health Officer – Extra Help effective July 24, 2018, and establishes Dr. Ramstrom's compensation at the D-Step salary range (\$96.792 per hour/ \$16,777 per month) for the position of Health Officer – Extra Help. (Support Services-Personnel)

(See Resolution Book No. 60)

Adopted Salary Resolution No. 1531, effective August 5, 2018, which amends the Shasta County Position Allocation List to delete 1.0 Full Time Equivalent (FTE) Office Assistant III and add 1.0 FTE Staff Services Analyst I/II in the Community Action Agency budget. (Support Services-Personnel)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Northern Valley Catholic Social Service, Inc., in an amount not to exceed \$81,000 to provide case management services for the New Path Housing Program for the period July 1, 2018, through June 30, 2021. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a retroactive renewal agreement with The Sail House, Inc., in an amount not to exceed \$600,000 to provide enhanced residential care home services for the period July 1, 2018, through June 30, 2021. (Health and Human Services-Adult Services)

Approved and authorized: The Chairman to sign the following documents related to Fiscal Year (FY) 2017-18 Intergovernmental Transfer (IGT) revenue: an agreement with the California Department of Health Care Services (DHCS) pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code (WIC) for the transfer in an amount not to exceed \$3,070,675, to be used as local matching funds to enable Partnership HealthPlan of California (PHC) to obtain Medi-Cal managed care rate increases for the period July 1, 2017 through December 31, 2020, including the transfer in an estimated amount not to exceed \$614,135 for a 20 percent assessment fee to reimburse DHCS for administrative costs associated with the operation of the IGT program; and a retroactive amendment, effective July 1, 2017, to the agreement with PHC allowing PHC to retain three percent administrative fee for the FY 2017-18 IGT and for payment of Medi-Cal managed care rate increases by PHC and payable to the Shasta County Health and Human Services Agency (HHSA) to support the local safety net through improved behavioral health services, care coordination, oral health services, and/or access to specialty care for Medi-Cal beneficiaries and other underserved populations, for the period July 1, 2017 through June 30, 2020; and approve and authorize the HHSA Director, or his/her designated Branch Director, to sign amendments and other documents, including retroactive, with DHCS and PHC to facilitate the transfer of the FY 2017-18 IGT revenue so long as they do not result in substantial or functional change to the original intent of the agreement(s) and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency-Business and Support Services)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Stericycle, Inc., to provide medical waste disposal services to increase the maximum compensation by \$40,000 (from \$40,000 to \$80,000 during the entire term of the agreement), and retain the term July 1, 2016, through June 30, 2019. (Health and Human Services Agency-Public Health)

Adopted Resolution No. 2018-065 which: Approves the Health and Human Services Agency (HHSA) – Regional Services Branch to submit and the HHSA Director, Donnell Ewert, or the Regional Services Branch Director, Melissa Janulewicz, to sign the Emergency Solutions Grant application, and other application documents, including retroactive, in the amount of \$200,000 to provide Homeless Prevention and Rapid Rehousing assistance to homeless individuals and families in Shasta County for the period March 1, 2019, through July 31, 2021; and approved and authorized the Chairman of the Board of Supervisors or the Vice Chairman of the Board of

July 24, 2018

5

Supervisors to sign the grant agreement, any subsequent amendments, and any other documents related to the agreement, including retroactive, provided that they comply with 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 agreement with HOPE City Redding in an amount not to exceed \$139,642 to provide the juvenile crime prevention project, HOPE City HUB for the period of one year from date of signing with two one-year optional renewals. (Probation)

Approved and authorized the Chairman to sign the following one-year Operating Plan for Cooperating Agency Personnel on CAL FIRE Incident Management Teams retroactive revenue agreements, effective July 10, 2018, including Exhibit A General Responsibilities of a Law Liaison and the Contractor Certification Clauses for Services with CAL FIRE to reimburse costs associated with County employees participating in emergency events: For Lt. Anthony Bertain: supersedes the Operating Plan entered into on December 11, 2017; and (b) in an amount not to exceed \$150,000; and for Lt. Thomas Campbell in an amount not to exceed \$150,000. (Sheriff)

Adopted Resolution No. 2018-066 which declares the termination of the June 24, 2018, proclamation of a local emergency for the Creek Fire, subject to Government Code 8630 (d) review requirements. (Sheriff)

(See Resolution Book No. 60)

On behalf of County Service Area (CSA) No. 3-Castella Water, approved and authorized the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 77 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045. (Public Works; County Service Area No. 3-Castella Water)

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, approved and authorized the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 306.6 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045. (Public Works; County Service Area No. 6-Jones Valley Water)

On behalf of County Service Area (CSA) No. 23-Crag View Water, approved and authorized the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 119 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045. (Public Works; County Service Area No. 23-Crag View Water)

On behalf of County Service Area (CSA) No. 25-Keswick Water, approved and authorized the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 500 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045. (Public Works; County Service Area No. 25-Keswick Water)

Awarded to the lowest responsive and responsible bidder, Sunrise Excavating, on a unit cost basis, the contract for the "Gas Point Road Widening Project," Contract No. 702976, in the amount of \$856,806.60. (Public Works)

Took the following actions regarding the "West Central Landfill Gas Collection and Control System Expansion - 2018," Contract No. 207515: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; approved plans and specifications and direct the Public Works Director to advertise for bids; and authorized opening of bids on or after August 23, 2018, at 11 a.m. (Public Works)

Approved and authorized the Chairman to sign an agreement with Clean Harbors Environmental Services, Inc., in an amount not to exceed \$290,000 to provide assistance in conducting temporary household hazardous waste collection events for a period of two years from the date of signing, with two automatic one-year renewals. (Resource Management-Environmental Health Division)

Approved and authorized: The Chairman to sign: a retroactive renewal multi-agency Letter of Understanding (LOU) of the Shasta Cascade Regional Hazardous Materials Team in the amount of \$6,717 per fiscal year (with increases/decreases based on census reports) to provide technical services at the scene of hazardous materials incidents for the period July 1, 2017, through June 30, 2022, with one five-year option to renew; and a retroactive renewal agreement with City of Redding in an amount not to exceed \$40,000 per fiscal year to provide a Shasta Cascade Hazardous Materials Response Team Operations Director for the period July 1, 2017, through June 30, 2018, with one automatic one-year renewal; and the Shasta County Fire Warden to sign minor amendments, including retroactive, as long as they do not result in a substantial or functional change to the original intent of the LOU and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (County Service Area No. 1-County Fire)

9:50 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

July 24, 2018

7

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Water Agency took the following action, which was listed on the Consent Calendar:

Approved and authorized the Chairman to sign contracts to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045: For Project Water with: County Service Area (CSA) No. 6-Jones Valley Water; and CSA No. 25-Keswick Water; and For Replacement Water with: CSA No. 3-Castella Water; CSA No. 23-Crag View Water; California Kamloops, Incorporated; and French Gulch-Whiskeytown School District. (Water Agency)

9:52 a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County In-Home Supportive Services Public Authority Governing Board.

**SHASTA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
GOVERNING BOARD**

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the In-Home Supportive Services Public Authority Governing Board took the following action, which was listed on the Consent Calendar:

Approved and authorized the Chairman to sign the In-Home Supportive Services - Public Authority Rate Modification Application and Cover Letter for submission to the California Department of Social Services to approve the In-Home Supportive Services provider hourly rate to \$13.09 (comprised of hourly minimum wage \$11.00, locally negotiated wage supplement \$0.50 effective November 1, 2017, locally negotiated wage supplement \$0.10 effective October 1, 2018, administrative cost \$0.13, and employer paid payroll taxes \$1.36) effective October 1, 2018. (In-Home Supportive Services Public Authority Governing Board)

9:52 a.m.: The Shasta County In-Home Supportive Services (IHSS) Public Authority Governing Board adjourned and reconvened as the Shasta County Board of Supervisors.

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

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

Supervisor Rickert recently attended meetings of the Community Corrections Partnership and Northern California Water Association.

Supervisor Moty recently attended an Enterprise-Anderson Groundwater Sustainability Agency meeting.

Supervisor Morgan recently attended meetings of the Air Pollution Control Board and Community Corrections Partnership.

Supervisors reported on issues of countywide interest.

PUBLIC SAFETY SPECIAL TAX
DRAFT ORDINANCE

CEO Lees gave an update on the proposal for a half-cent sales tax to be placed on the November 2018 ballot and asked for direction.

Supervisor Moty expressed concern that the Board narrowed the possible uses for the sales tax before receiving input from the cities within the county.

Supervisor Rickert spoke in support of public safety and expressed her belief that the proposed tax should include the cities, the Redding Police Department, and the County District Attorney and Public Defenders offices.

Assistant County Counsel James Ross stated that general taxes can only be passed on a general election, barring certain exceptions for fiscal emergencies.

Supervisor Baugh discussed the reasoning for deciding on a limited special tax.

Mr. Ross explained that items to be on the November 2018 ballot must be submitted to the Registrar of Voters by August 10, 2018. He also explained the method and cost for calling a special election.

Supervisor Moty stated that he does not agree with moving forward with the proposed sales tax without input and support from the cities.

Supervisor Kehoe spoke in support of gaining the support of cities in Shasta County.

Supervisor Rickert explained her concerns with moving forward without the support of the cities and without including the Public Defender's and District Attorney's offices.

July 24, 2018

9

Mr. Ross explained that the action taken by the Board at the previous meeting was for staff to publish a legal notice regarding the proposed ordinance and bring a draft ordinance to the next meeting, which staff did.

Supervisor Morgan spoke in support of including the District Attorney and Public Defender's offices in the uses for the proposed sales tax.

Jon Ruiz clarified that he spoke only as a citizen, not as a representative of any group. He spoke in support of the District Attorney being included and of the need for Sheriff's Deputies in specific outlying areas of the county.

James Crockett expressed concerns about the current version of the proposed sales tax.

Elizabeth Tyler spoke regarding the needs for additional public safety in the intermountain area and spoke in support of directing funds to the District Attorney and Public Defender's offices.

Stan Neutze, Anderson City Council Member, described the comments he received from constituents regarding the tax.

Monique Welin spoke regarding the need for additional police and fire department staff in addition to Sheriff's Deputies, and supported the District Attorney and Public Defender's offices.

Vickie Wolf stated that the Board of Supervisors needs to repair the trust between them, the constituents, and the city councils.

In response to questions from Supervisor Moty, Mr. Ruiz stated that significant pay and benefit increases are necessary to attract Sheriff's Deputies to the county.

Supervisor Baugh suggested the Board appoint Supervisors Baugh and Moty, along with staff, to an ad hoc committee to devise a new version of the proposed tax after gathering input from the cities and other areas within the county.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions regarding a Public Safety Special Tax: Received an update from the County Executive Officer regarding a special tax to support public safety costs; appointed Supervisors Baugh and Moty, along with staff, to an ad hoc committee to devise a new version of the proposed tax after gathering input from the cities and other areas within the county; and canceled the special meeting and public hearing previously scheduled for July 31, 2018.

11:11 a.m.: The Board of Supervisors recessed.

11:23 a.m.: The Board of Supervisors reconvened.

FY 2017-18 SHASTA COUNTY GRAND JURY REPORTS
PROPOSED RESPONSES

CEO Lees presented the staff report and recommended the Board approve the responses, with one amendment due to the decision made earlier to change the proposed sales tax and cancel the July 31, 2018, meeting.

In response to a suggestion from Supervisor Kehoe, CEO Lees reviewed each of the responses to the findings of the Grand Jury Reports.

In response to questions from Supervisor Baugh, Mr. Ross stated that there is a certain limited ability for the Board to overturn decisions made by the Community Corrections Partnership Executive Committee regarding their budget. CEO Lees asked that the Board allow County Counsel to do further research and issue a written memo on the subject with the requested details in order to guarantee accuracy in the response.

In response to questions from Supervisor Kehoe, Auditor-Controller Brian Muir, stated that the Grand Jury Report findings that monies from AB 109 were misspent are unfounded. Mr. Muir and CEO Lees stated that they would be available to the media to speak on this matter.

In response to questions from Supervisor Moty, CEO Lees clarified the number of jail beds necessary to meet the projections from both the 2013 and 2018 reports. He stated that the current number of jail beds is 381, with 64 beds planned for the current expansion, 38 more jail beds in a second expansion, and 64 additional beds once Justice Centers 1 and 2 return to county control and are remodeled. This comes to a total of 547 jail beds, which meets or exceeds both projections.

In response to questions from Supervisor Moty, Mr. Ross stated that his understanding is the Grand Jury undergoes extensive training through several sources and that their best practices direct them to clarify conflicting information with their sources. Mr. Ross stated that he will speak with the attorney who represents the Grand Jury and ask them to consider the comments that were made during the meeting.

In response to questions from Supervisor Kehoe, Mr. Ross stated that he can share the Board's concerns with the attorney representing the Grand Jury, but he cannot speak to the possibility of a meeting between Board members and the presiding judge without further research. He will either write a memo or discuss it with CEO Lees to get further direction from the Board.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors received Fiscal Year (FY) 2017-18 Shasta County Grand Jury Reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity;" reviewed proposed responses to Shasta County Grand Jury reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and

July 24, 2018

11

Capacity" and received input from the Board of Supervisors; approved the amendment as requested by the CEO; and authorized the Chairman to sign the proposed responses to the FY 2017-18 Shasta County Grand Jury Reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity."

PUBLIC WORKS

SHERIFF

JAIL RECREATION YARD & SHOWER IMPROVEMENT PROJECT

Pat Minturn, Director of Public Works, presented the staff report and recommended Board approval.

Sheriff Tom Bosenko spoke in support of the staff recommendations and stated that the additional proposed 38 jail beds have been approved by the Board of State Community Corrections, which will bring the total for the jail expansion to 102 beds.

In response to questions from Supervisor Kehoe, Sheriff Bosenko explained that the Board of State Community Corrections is responsible for regulatory oversight of jails and prisons.

Mr. Minturn explained that, if the bid is awarded at this meeting, the work will begin within 15 days of the contract approval, so the work should be done by the end of 2018.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following actions for the "Jail Recreation Yard & Shower Improvement Project," Contract No. 610485: Awarded to the lowest responsive and responsible bidder, Walker Construction Co., on a lump sum basis, the contract in the amount of \$1,055,000; approved a budget amendment increasing appropriations and revenue by \$300,000 in the Land, Buildings and Improvements budget; approved a budget amendment increasing appropriations and revenue by \$300,000 in the Jail budget; and approved a budget amendment increasing appropriations by \$300,000 in the Accumulated Capital Outlay budget offset by use of assigned fund balance.

RESOURCE MANAGEMENT

HOUSING ELEMENT WORKSHOP **PLANNING DIVISION**

Rick Simon, Director of Resource Management, presented the staff report.

The public workshop was opened.

Vickie Wolf questioned the methodology used by the state to assign Regional Housing Needs Assessments (RHNA) numbers and whether it was consistent across all counties within the state and how the potential population growth could contribute to public safety concerns.

Mr. Simon explained that the state uses consistent methodology across all counties, but that different areas have different outcomes, depending on the type of county and whether the county is working with the state individually or through a county association. He stated that Shasta County is considered a suburban jurisdiction due to its population. Mr. Simon explained that the county is not responsible for building or funding the low-income housing units required by the RHNA, nor is the county responsible for building the necessary infrastructure. He also explained how the housing elements could affect considerations by County Service Areas and other special districts. Mr. Simon stated that the Planning Division is looking specifically at areas of the county that can accommodate the needed growth.

In response to questions from Supervisor Kehoe, Mr. Simon stated that Shasta County is responsible for having built 1,030 very low-income units, and that this RHNA requirement may put stress on local communities, because the state has decreed an acute housing crisis. Mr. Simon also discussed the importance of identifying properties and areas of the county that can accommodate the desired growth to avoid conflict with landowners while still meeting the county's requirement.

In response to questions from Supervisor Moty, Mr. Simon stated that he does not fully know the state's methodology in developing the RHNA requirements, but that the analysis does use population and building trends for individual areas, rather than applying a universal number across the board. He also explained that there is a dispute process for the RHNA requirements, although it can be difficult to do so. Mr. Simon stated that in future cycles, it may be possible to negotiate with incorporated areas in the county to assist with the RHNA requirements. Mr. Simon explained that the Woodlands project may not qualify for the RHNA requirements, but it is something that the Planning Division will pursue in order to assist the county meet their RHNA quota.

No one else spoke for or against the matter, and the public workshop was closed.

CLOSED SESSION ANNOUNCEMENT

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

July 24, 2018

13

1. Confer with legal counsel to discuss existing litigation entitled *Benjamin Randolph Wood v. Jack McCormick, et al.* and *Rose Mary Pahl v. Shasta County Sheriff, et al.*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1).

12:45 p.m.: The Board of Supervisors recessed to Closed Session.

12:50 p.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 Assistant County Counsel James Ross present.

REPORT OF CLOSED SESSION ACTIONS

Assistant County Counsel James Ross reported that the Board of Supervisors met in Closed Session to discuss existing litigation; reportable action was taken:

In the matter of *Benjamin Randolph Wood v. Shasta County Sheriff Department, et al.*, a case involving the alleged use of excessive force in the jail, the Board, by a 5-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel's Office to assign the defense in this case to Gary Brickwood, Esq.

In the matter of *Rose Mary Pahl v. Shasta County Sheriff, et al.*, a case involving disability access rights in the jail, the Board, by a 5-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel's Office to assign the defense in this case to Gary Brickwood, Esq.

12:51 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

July 30, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Monday, July 30, 2018

SPECIAL MEETING

9:07 a.m.: Chairman Baugh called the Special Meeting 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

PLEDGE OF ALLEGIANCE

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

BOARD MATTERS

LOCAL EMERGENCY “CARR FIRE”
RESOLUTION NO. 2018-067

Sheriff and Director of Emergency Services Region 3, Tom Bosenko gave a presentation on the local emergency declared July 26, 2018, as a result of the Carr Fire.

Deputy Chief Bret Gouvea gave an update on the status of the Carr Fire. The inspection of the City of Redding is 100% complete and he predicted that Shasta County would be completed that. An interactive map is in the process of being completed and will be posted to the Cal Fire website, which will provide real time updates. This information will be parcel specific.

July 10, 2018

2

Operations Section Chief Steve Crawford presented a map of the fire lines and fire progression. Structured re-entry has been given to utility companies to allow them to start restoring service to affected areas.

Deputy Chief Gouvea gave a status update on repopulation. Stakeholders are meeting twice daily; a list has been compiled that must be signed off on prior to repopulation. This is something they found effective when working in Sonoma County and Santa Rosa last year. He thanked Unified Commander Rick Young with Whiskeytown Park service for his great service.

In response to questions by Supervisor Morgan, Deputy Gouvea gave an explanation on what territory encompasses Zone 14.

In response to questions by Supervisor Baugh, Sheriff Bosenko stated for the process of repopulation the Sheriff's Office works along with several different agencies and departments, and it is done in phases.

Deputy Chief Gouvea gave a breaking update that the evacuation had been lifted for Zone 5 and gave the list of streets that this encompassed.

In response to questions by Supervisor Rickert, Sheriff Bosenko stated that an arrest of two individuals was made after they were caught burglarizing an evacuated home. He has received notification that Redding Police Department has also made arrests within evacuated areas. that it is a crime to be in an evacuated area. To keep criminals from accessing evacuated areas by foot, the Sacramento River Trail has been closed. The Redding Police department has increased the patrols on the River Trail and affected areas within Redding. He explained that Shasta County is receiving Law Enforcement Mutual Aid comprised of officers from other parts of California to assist with road blocks, road closures, and roving patrol.

In response to questions by Supervisor Rickert, Sheriff Bosenko stated that he District Attorney Stephanie Bridgett has confirmed that anyone caught in the evacuated areas or looting will be prosecuted to the fullest extent of the law.

In response to questions by Supervisor Moty, Deputy Chief Gouvea explained that the County and the City will both be using the same data to update interactive maps. Homes shown on the map will be color-coded to give a description of the status of the damage known as DINS (Damage Inspection Information).

In response to questions by Supervisor Kehoe, Deputy Chief Gouvea explained that the public can access this information through a web link.

County Executive Officer Larry Lees stated the County will provide a link on the home page of the Shasta County website.

In response to questions by Supervisor Rickert, Deputy Chief Gouvea stated they can announce when the interactive map is available through a press conference. CEO Lees stated that

July 30, 2018

they will be making cards for the Board of Supervisors so they have the information to give to the public when they receive calls.

In response to questions by Supervisor Moty, Sheriff Bosenko states that they are several websites that have updated information.

Department of Public Works Director Pat Minturn gave a report of damage to structures and roadways. He stated that crews were going out to assess the current damage that day.

In response to questions by Supervisor Moty, Mr. Minturn stated his staff would provide support to law enforcement.

In response to questions by Supervisor Rickert, District Attorney Stephanie Bridget stated that price gouging is a criminal offense. Once an emergency is declared prices cannot be increased above 10%. Investigators are following up on several leads.

In response to questions by Supervisor Kehoe, Ms. Bridgett stated even in a situation of supply and demand, prices can't increase above 10% of what the price was before the emergency was declared. She explained that she met with her team that morning to discuss investigating the legitimacy of charities attempting to raise money as well.

In response to questions by Supervisor Kehoe, Ms. Bridgett stated that they will be actively involved in the rebuilding process. She stated they will be investigating contractors who may be working without a license, offering to do work at a discount, or even disappearing with people's money. She encourages everyone to get everything in writing.

Sheriff Bosenko stated that he has been in contact with the City of Redding Manager and the City's initial estimate of current damages is \$26 million. This is primarily infrastructures and roadways.

California Office of Emergency Services (Cal OES) Regional Administrator Ron Quigley gave a presentation regarding resources to support the County in the recovery process. He explained Cal OES is experienced with working in these types of situations and are dedicated to working with the County and City.

CEO Lees stated that he will be meeting with Cal OES, along with City Manager Barry Tippin, regarding the Local Area Assistance Center for guidance moving forward. He explained that the County and the City will be working together on this.

Supervisor Moty informed CEO Lees that his contacts through California State Association of Counties have offered assistance and personnel that are willing to work with County staff.

Mr. Quigley stated that he has reached out to the done some outreach to the Sheriff and CEO of Ventura County for their advice and words of wisdom.

July 10, 2018

2

Sheriff Bosenko discussed the various government agencies and representatives assisting with aid, and gave the evacuation center locations.

Supervisor Moty recognized the ongoing efforts of the responders fighting the fire.

Ruth Ford of the U.S. Department of Agriculture Farm Service Agency spoke regarding services their agency is offering to assist with disaster relief.

Melinda Graves with the U.S. Department of Natural Conservation Service spoke in regards to the disaster recovery service that they offer.

Monique Welin thanked to the first responders for all of the work they are doing.

Supervisor Rickert read a public comment email from Rocky Slaughter who was unable to attend the meeting, that included websites he thought would be helpful and the emergency action plan that Santa Rosa found to be successful.

Supervisors Moty, Kehoe, Rickert, Morgan, and Baugh recognized the ongoing efforts of the responders fighting the fire.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors, adopted Resolution No. 2018-067 which ratifies the Shasta County Director of Emergency Services' July 26, 2018, proclamation of a local emergency due to the wildland fire identified as the "Carr Fire," subject to the requirements of and in accordance with Government Code Section 8630.

(See Resolution Book No. 60)

10:25 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

July 30, 2018

August 6, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Monday, August 6, 2018

SPECIAL MEETING

9:04 a.m.: Chairman Baugh called the Special Meeting 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 - Darcey Prior
Chief Deputy Clerk of the Board – Mary Williams

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT PERIOD - OPEN TIME

County Fire Chief Mike Hebrard gave an update on the status of the Carr Fire and expressed the feeling of a stronger community.

In response to questions by Supervisor Morgan, Chief Hebrard stated that the rugged terrain has made it difficult for fire crews to access the area near Shasta Dam due to the lack of access roads.

Supervisors Rickert and Baugh recognized the ongoing efforts of the first responders, fire fighters and law enforcement.

Sheriff Tom Bosenko gave an update of the Carr Fire and the different agencies that have been supporting law enforcement and fire.

August 6, 2018

2

Jake McCormick, a representative of Team Rubicon Response, offered their services in the community.

Monique Welin thanked the first responders and agreed that the Carr Fire response is strengthening our community.

BOARD MATTERS

LOCAL HEALTH EMERGENCY “CARR FIRE” **RESOLUTION NO. 2018-068**

Health and Human Services Agency Public Health Branch Director, Terri Fields-Hosler gave a brief presentation on the local health emergency. She recognized the first responders for their ongoing efforts to keep the community safe. Ms. Fields-Hosler introduced the newly- appointed Health Officer -Extra Help Karen Ramstrom to the Board.

Health Officer Andrew Deckert gave a presentation on the local health emergency declared August 1, 2018. Dr. Deckert explained the health risks of various materials that have been burned and the different particles in the air. He expressed the importance of disposing hazardous material in an appropriate manner. He stated that on August 4, 2018, the Governor passed the emergency proclamation on to the President who proclaimed a major disaster. Thus, the County will be eligible for federal aid.

In response to questions by Supervisor Rickert, Dr. Deckert described ways in which physical, mental, and community health need to be addressed during the fire recovery time.

Health and Human Services Agency Director Donnell Ewert spoke in regards to Health and Human Services Agency’s staff providing mental health services at the evacuation shelters.

In response to questions by Supervisor Baugh, Dr. Deckert stated that returning to a burn site must be done in steps. This needs to be done systematically so that hazardous materials are disposed of properly.

County Executive Officer (CEO) Larry Lees explained how the County is being proactive in responding to the situation. He described next steps for residents affected by the fire.

CEO Lees gave a break down on the percentages of funding the County anticipates receiving from State and Federal agencies. Reimbursements could be a lengthy process. The County has pushed legislation for cash flow assistance in the interim. He discussed the contacts he had with various government agencies and representatives regarding offers of aid.

August 6, 2018

In response to questions by Supervisor Kehoe, CEO Lees stated that the resident will sign a waiver if they choose to clear their property themselves. Federal Emergency Management Agency (FEMA) will require the County to provide proof that the individual's insurance covers the debris removal. There will be no cost to the land owner for assistance from the Department of Toxic Services.

County Counsel Rubin Cruse, Jr, stated that his office has completed the review of the right of entry for the property owners that would like to voluntarily have the State come in and do the debris removal; the City of Redding Attorney has also reviewed this. There is language within the right of entry notice that states the property owner is responsible for assigning their insurance to the county.

Supervisor Baugh thanked CEO Lees for all his efforts and excellent job leading his team.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors, adopted Resolution No. 2018-068 which, in summary: Ratified the August 1, 2018, proclamation by the Shasta County Health Officer declaring a local health emergency due to immediate threats to public health and safety based on the expected presence of fire-generated hazardous debris and toxic ash from the Carr Fire in Shasta County; and ratified the August 1, 2018 County Executive Officer's letter to the California Governor's Office of Emergency Services requesting direct assistance from the State of California to remove hazardous waste and debris from the property sites within the Carr Fire areas in Shasta County and that such cleanup and removal be commenced as soon as possible.

In response to questions by Supervisor Kehoe, CEO Lees stated that along with Redding City Manager Barry Tippin, a Disaster Recovery Team has been developed. A press release would announce a County/City website with all the forms needed. A link to this website will be on the Shasta County home page. The County and City will continue to meet to keep things aligned and consistent.

(See Resolution Book No. 60)

9:45 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

August 6, 2018

2

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Salary Resolution which amends the Shasta County Position Allocation List.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a salary resolution which amends the Shasta County Position Allocation List effective August 19, 2018, to reclassify positions within the District Attorney’s Office as follows: from 1.0 Full Time Equivalent (FTE) Investigative Technician I/II to 1.0 FTE Senior Investigative Technician.

SUMMARY

N/A

DISCUSSION

The proposed recommendation is a modification to the Shasta County Position Allocation List within the District Attorney’s Office. The recommendation is the result of a request from the District Attorney to review the appropriate classification for a currently employed Investigative Technician I/II. The study of the position was completed using information contained in the memorandum requesting review, interviews conducted with the affected employee, supervisor and department head, as well as analysis of the job classification specifications. The primary focus in analyzing positions is to determine the current functions of the job and whether the position has had a significant change in duties, level of responsibilities and/or qualifications. As a result of the analysis it is recommended the classification of Investigative Technician I/II be reclassified to a Senior Investigative Technician. The involved employee and department head were made aware of the appeals process included in the classification analysis process; no appeal has been received.

ALTERNATIVES

The Board may choose not to approve this recommendation.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed by the County Administrative Office and the District Attorney.

FINANCING

Any costs associated with this change will be absorbed by the department’s budget.

- cc:
- Larry Lees, County Executive Officer
 - Elaine Grossman, Senior Administrative Analyst
 - Stephanie Bridgett, District Attorney
 - Shelley Forbes, Assistant Director of Support Services
 - Kari Hallstrom, Personnel Analyst II
 - Melissa Merritt, Agency Staff Services Analyst I- Confidential

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	7/31/2018	Salary Resolution

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 August 19, 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. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>DISTRICT ATTORNEY – Cost Center 227</u>							
<u>FROM</u>							
Investigative Technician I, or	1	1.0	1041	UPEC	403	2882	3674
Investigative Technician II				UPEC	413	3026	3862
<u>TO</u>							
Senior Investigative Tech	1	1.0		UPEC	428	3256	4155

DULY PASSED AND ADOPTED this 14th day of August, 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: August 14, 2018

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Shasta County Child Abuse Prevention Coordinating Council Agreement

DEPARTMENT: Health and Human Services Agency-Business and Support Services

Supervisory District No. : ALL

DEPARTMENT CONTACT: Tracy Tedder, Branch Director, HHSA Business & Support Services,
(530) 229-8425

STAFF REPORT APPROVED BY: Tracy Tedder, Branch Director, HHSA Business & Support
Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed the claimable federal financial participation reimbursement to provide Medi-Cal Targeted Case Management services for the period July 1, 2018 through June 30, 2023.

SUMMARY

Approval of the renewal agreement will allow the County and Shasta County Child Abuse Prevention Coordinating Council (SCCAPCC) to continue to participate in the federal Targeted Case Management (TCM) program which provides partial reimbursement (currently 50%) of costs associated with assisting at-risk individuals in the community through a comprehensive case management program utilizing allowable non-federal matching funds.

DISCUSSION

For many years, Health and Human Services Agency (HHSA) has acted as the Local Government Agency (LGA) for purposes of overseeing and coordinating TCM activities in Shasta County. HHSA continues this role for TCM funded services including receiving and disbursing funds and contracting with participating entities. SCCAPCC is currently the only entity to contract with Shasta County for the provision of TCM services. The goal of TCM is to assist individuals in a defined target population to gain access to needed medical, social, educational, and other services. The basic components of TCM

include: a comprehensive assessment, development of an individualized service plan, linkage and consultation information, assistance with accessing services, crisis assistance planning, and periodic reviews. TCM provided through SCCAPCC serves pregnant women and families with children under the age of three years in their Parent Partner Program. While the HHSA does not have direct responsibility for the services delivered, the Parent Partner Program provides valuable, lower level support to prevent child abuse and neglect, thereby intervening before the family would enter the Child Welfare system. It is estimated SCCAPCC will be able to draw down \$40,000 in revenue in FY 2018-19 for allowable TCM activities. This agreement is retroactive due to the delays in the renewal process while determining if funding for TCM services was continued in the state budget and would continue to be utilized within Shasta County. As the LGA for Shasta County, this mechanism is the only way SCCAPCC can claim matching TCM funding for qualifying activities. HHSA will provide a TCM Coordinator to support and assist SCCAPCC in completing time studies and cost reports associated with the TCM program. Additionally, HHSA will provide annual time study and cost report training to ensure compliance with TCM rules, minimize audit exceptions, and provide continuous quality improvement. HHSA is reimbursed for costs associated with these administrative activities through a separate Medi-Cal Administrative Activities (MAA)/TCM agreement with DHCS.

ALTERNATIVES

The Board could choose not to approve the agreement, which will preclude HHSA from providing SCCAPCC with Federal Financial Participation (FFP) reimbursement for TCM services to sustain valuable programs and services to pregnant women and families in our community and is, therefore, not recommended.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreements as to form. Risk Management and the County Information Technology Department have reviewed and approved the agreements. The recommendations have been reviewed by the County Administrative Office.

FINANCING

HHSA anticipates receiving up to the maximum claimed and allowable FFP reimbursement in federal TCM pass-through funds for SCCAPCC for FY 2018-19. The total claimed in TCM reimbursement by SCCAPCC for FY 2017-18 was approximately \$35,000. The adopted FY 2018-19 HHSA budget includes sufficient appropriation authority for the anticipated level of activities described in these agreements. Costs incurred by County staff to administer this program are claimed through the MAA process. Additional County General Funds are not requested with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Aggr.BSS.SCCAPCC.TCM.1823	7/25/2018	Aggr.BSS.SCCAPCC.TCM.1823

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
SHASTA COUNTY CHILD ABUSE PREVENTION COORDINATING COUNCIL**

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 Shasta County Child Abuse Prevention Coordinating Council, a California corporation ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the purpose of providing targeted case management ("TCM") services.

RECITALS

WHEREAS, County, as the designated Local Government Agency ("LGA") for the Medi-Cal TCM Program (as Provider #17EVRGRN45) has entered into an agreement with the California Department of Health Care Services ("DHCS") to claim federal financial participation ("FFP") reimbursement for the provision of TCM services to eligible Medi-Cal beneficiaries in Shasta County;

WHEREAS, Consultant desires to provide TCM services for eligible and potentially eligible Medi-Cal beneficiaries in Shasta County;

WHEREAS, claims for FFP reimbursement for the provision of TCM services to eligible Medi-Cal beneficiaries must be made through an LGA; and

WHEREAS, Consultant desires to receive FFP reimbursement through County for the TCM services being provided.

NOW, THEREFORE, County and Consultant enter into this agreement.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide TCM services to eligible Medi-Cal beneficiaries in Shasta County pursuant to the terms and conditions of the agreement between the County and DHCS, attached and incorporated herein as **Attachment A**, titled "Medi-Cal Targeted Case Management Provider Participation Agreement," dated on June 20, 2017, attached and incorporated herein.
- B. Provide TCM services to eligible Medi-Cal beneficiaries in Shasta County which comply with the applicable provisions of California State Plan TN No. 17-037, attached and incorporated herein as **Attachment B**, titled "Transmittal and Notice of Approval of State Plan Material," attached and incorporated herein
- C. Comply with the Shasta LGA Performance Monitoring Plan, attached and incorporated herein as **Attachment C**, titled "Shasta LGA. Performance Monitoring Plan," attached and incorporated herein
- D. Perform perpetual (daily) time surveys for claimed staff. The time surveys shall comply with all DHCS requirements and Consultant shall utilize DHCS approved time

survey forms. Prior to submission to County, all time surveys shall be reviewed for completeness and accuracy and corrected, when necessary, prior to submission.

- E. Prepare an annual cost report in compliance with DHCS requirements.
- F. Submit to County the annual cost reports prepared pursuant to subsection 1.E. of this agreement, no later than
 - (1) October 5, 2019 for the time period July 1, 2018 through June 30, 2019;
 - (2) October 5, 2020 for the time period July 1, 2019 through June 30, 2020;
 - (3) October 5, 2021 for the time period July 1, 2020 through June 30, 2021;
 - (4) October 5, 2022 for the time period July 1, 2021 through June 30, 2022; and
 - (5) October 5, 2023 for the time period July 1, 2022 through June 30, 2023.

This section 1.F. shall survive the termination, expiration, or cancellation of this agreement.

- G. Throughout the term of this agreement, submit to County the perpetual (daily) time surveys no later than September 5th of each year for the prior July 1st through June 30th time periods. This section 1.G. shall survive the termination, expiration, or cancellation of this agreement.
- H. Enter TCM encounters (“Encounter(s)”) (i.e., face to face contact or significant telephone contact with or on behalf of the Medi-Cal eligible person for the purpose of rendering one or more TCM service components [“Service Components”] by a case manager) into the DHCS TCM online system, within 30 days after the end of each calendar quarter (March, June, September, December) during the term of this agreement. A Service Component includes, but is not limited to, comprehensive assessment and periodic reassessment of individual needs; development (and periodic revision) of a specific care plan; referral and related activities to help the eligible individual obtain needed services; assistance with accessing services; monitoring and follow-up activities; and periodic reviews. Required information to be entered into the TCM online system includes, but is not limited to: program type; case manager ID; location of the Encounter; date of service; date of birth; client ID; last name, if client ID has not been entered; and newborn date of birth, if applicable. For the purposes of this agreement, calendar quarters are the months of October through December, January through March, April through June, and July through September. Consultant shall notify County, within 10 working days of the beginning of each calendar quarter, as to when the Encounters have been entered into the TCM online system.
- I. Provide to County (on the dates specified by County) for its review (“Chart Review”), up to 50 of Consultant’s TCM files containing documentation of the provision of Service Components and Encounters undertaken pursuant to this agreement. For the purposes of this agreement, a Chart Review is a comprehensive review of TCM case documentation and billable Encounters to ensure compliance with TCM federal and state laws and regulations, and County policies and procedures. Chart Reviews shall include steps to minimize federal audit exceptions and provide continuous quality improvement. The number of TCM files and the dates of Chart Reviews shall be mutually agreed upon by County and Consultant. In the event that County and Consultant are unable to agree on a number of TCM files to be reviewed and/or the

date of a Chart Review, County shall have the right to set the number of files to be reviewed and the date of the Chart Review.

- J. Maintain a TCM Encounter log ("Encounter Log") pursuant to DHCS TCM policies and procedures. The Encounter Log shall include all Encounters performed on Medi-Cal and potentially eligible Medi-Cal clients. The Encounter Log shall be maintained by Consultant and available for County and DHCS audit for the time period specified in subsection 1.K.
- K. Maintain and preserve TCM records for a minimum of three years after the termination, expiration, or cancellation of County's agreement with DHCS (**Attachment A**) and final payment from DHCS to County under that agreement, or the period of time as required by applicable law or regulation, to permit DHCS or any duly authorized representative, to have access to, examine, or audit any pertinent books, documents, papers, and records related to this agreement and to allow interviews of any of Consultant's staff who might reasonably have information related to such records, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.
- L. Utilize the websites located at <http://www.maa-tcm.com> and <http://www.dhcs.ca.gov/provgovpart/Pages/TCM.aspx> to obtain TCM forms (including time survey forms and cost reports) and program compliance information.
- M. Contact the TCM Coordinator for technical assistance.
- N. Attend one annual time survey training and one annual cost report training provided by County on the dates and times, and at the location(s) mutually agreed upon by County and Consultant. In the event that County and Consultant are unable to agree on dates, times, and location(s) of the annual trainings, County shall have the right to set the dates, times, and location(s) of the annual training.
- O. 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.

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor Consultant's performance.
- B. Designate a County employee as the TCM Coordinator.

- C. Assist Consultant with preparation and submission of accurate and complete cost reports in accordance with subsections 1.E., and 1.F. of this agreement, provided; however, that Consultant is responsible for completion and submission of cost reports in accordance with this agreement.
- D. Make reasonable efforts to provide to Consultant TCM-related information, regulation updates, and information regarding pertinent legislation.
- E. Provide to Consultant TCM-related training that consists of no less than one annual time survey training and one annual cost report training
- F. Generate and submit invoice forms for FFP reimbursement within 90 days of notification from Consultant that all Encounters have been entered pursuant to subsection 1.H. of this agreement.
- G. Conduct Chart Reviews. In the event County finds an error during a Chart Review, County shall notify Consultant within 30 days of discovering the error and provide instructions for Consultant to perform corrective action for the error. Consultant shall take necessary corrective action within 30 days of notification to Consultant from County of the error.

Section 3. COMPENSATION.

Maximum compensation payable to Consultant for providing the services prescribed in this agreement shall not exceed the following:

- A. The maximum allowable FFP reimbursement as determined by DHCS during the period July 1 through June 30 of each fiscal year throughout the term of this agreement; and
- B. In no event shall maximum compensation payable by County to Consultant exceed the combined maximum allowable FFP reimbursement for County for each fiscal year, July 1 through June 30, throughout the term of this agreement.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall be paid, within 30 days of submission of approved invoices to DHCS. Consultant shall be paid the amount County receives from DHCS for invoices submitted to DHCS, as determined by Consultant's Cost Report. County shall only be responsible to pay Consultant the amount of the FFP as directed by DHCS, and as prescribed in subsection 3.A. of this agreement.
- B. Payments for a specific billing period may be delayed up to one year or more due to TCM program and billing functions.
 - (1) If an individual that is determined to be ineligible for Medi-Cal is subsequently found to be eligible, the TCM system will retroactively approve the Encounter(s) for payment. Consultant shall be paid as described in section 4. A. above for that individual.

- (2) In the event a DHCS TCM audit results in a disallowance of reimbursement to Consultant, County shall invoice Consultant by mail for the amount of the disallowance within 10 days of receipt from DHCS of notice of the disallowance. The invoice shall be deemed received by Consultant two days after mailing. Consultant shall pay County the invoiced amount within 30 days from the date the invoice is deemed received.

- C. For the purpose of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this agreement.

Section 5. TERM OF AGREEMENT.

This agreement shall commence on July 1, 2018, and shall end June 30, 2023, except as to the final cost reports, time surveys, and invoices (including, but not limited to, invoices for disallowed reimbursements mailed to Consultant by County), which shall be due as provided in sections 1 and 4 of this agreement.

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 County's Health and Human Services Agency ("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 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 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 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 shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- C. 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.

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

Copy to: TCM Coordinator
 HHSA Business & Support Services
 P.O. Box 496005
 Redding, CA 96001-6005

If to Consultant: Executive Director
 Child Abuse Prevention Coordinating Council
 2280 Benton Drive, Building C, Suite A
 Redding, CA 96003
 Phone: 530-241-5816
 Fax: 530-241-4192

Copy to: Project Director
 Child Abuse Prevention Coordinating Council
 2280 Benton Drive, Building C, Suite A

Redding, CA 96003

- 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 Consultant for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 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.

Section 28. APPLICATION OF OTHER AGREEMENTS.

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's/consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Medi-Cal Targeted Case Management Provider Participation Agreement between the County of Shasta and California Department of Health Care Services, PPA#45-17EVRGRN, attached to this agreement as **Attachment A** and incorporated by this reference.

[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: Alan B. Cox 7/18/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 7/19/2018
James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY
APPROVAL

By: Tom Schreiber 7-23-2018
Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 7/24/18

Linda Ram
Linda Ram, Executive Director
Shasta County Child Abuse Prevention
Coordinating Council

Tax I.D.#: On File

ATTACHMENT A

Name of Provider: County of Shasta
PPA #: 45-17EVRGRN

**MEDI-CAL TARGETED CASE MANAGEMENT
PROVIDER PARTICIPATION AGREEMENT**

Name of Provider: County of Shasta

PPA # 45-17EVRGRN

The parties agree that this Provider Participation Agreement replaces the prior Provider Participation Agreement # 45-1318A, dated September 11, 2015 by replacing 45-1318A in its entirety.

1. PARTIES AND AUTHORITY

This Provider Participation Agreement (Agreement) sets out the responsibilities of the California qualified local governmental agency (Provider), and California Department of Health Care Services (DHCS), for the provision of Targeted Case Management (TCM) services to eligible Medi-Cal beneficiaries, pursuant to Welfare and Institutions (W & I) Code Section 14132.44. This Agreement constitutes the entire TCM agreement between the Provider and DHCS and is subordinate to the Medi-Cal Provider Agreement (DHCS Form 6208) entered into by the Provider in conjunction with the Provider's enrollment in the Medi-Cal Program. Provider shall be an entity located and operating in the State of California.

2. TERM AND TERMINATION OF THE AGREEMENT

This Agreement will be effective on July 1, 2017 and shall continue in full force and effect until terminated by either party.

Termination without Cause: Either party may terminate this Agreement by providing the other party with 30 days advance written notice of intent to terminate. Termination shall result in Provider's immediate disenrollment from the TCM program on the termination date and exclusion (without formal hearing under the Administrative Procedure Act) from further participation in the TCM program unless and until such time as Provider is re-enrolled by DHCS in the TCM program.

Termination for Cause: This Agreement shall be automatically terminated or suspended if the Provider's DHCS Form 6208 is terminated or Provider is suspended under the terms of the DHCS Form 6208, respectively. This Agreement's automatic termination or suspension shall be effective the same date as the Provider's DHCS Form 6208 termination or Provider's suspension. Termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedure Act) from further providing service under the TCM program.

Name of Provider: County of Shasta
PPA #: 45-17EVRGRN

3. CONTACT PERSONS

A. The contact persons during the term of this Agreement are:

Department of Health Care Services Shelly Taunk, Chief County-Based Claiming and Inmate Services Section Telephone: (916) 322-2551 Fax: (916) 324-0738 Email: Shelly.Taunk@dhcs.ca.gov	Provider Name: Robin Harris Telephone: (530) 225-5918 Fax: (530) 225-5555 Email: rmharris@co.shasta.ca.us
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B. Direct all inquiries to:

Department of Health Care Services County-Based Claiming and Inmate Services Section Targeted Case Management Unit Attention: TCM Unit Chief Suite 71.3024, MS 4603 P.O. Box 997436 Sacramento, CA, 95899-7436 Phone: (916) 552-9056 Fax: (916) 324-0738 Email: DHCS-TCM@dhcs.ca.gov	Provider County of Shasta Health & Human Services Agency Attn: MAA/TCM Coordinator P.O. Box 496005 Redding, CA 96049-6005 Phone: (530) 225-5918 Fax: (530) 225-5555 Email: rmharris@co.shasta.ca.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

4. PROVIDER RESPONSIBILITIES

By entering into this Agreement, the Provider agrees to:

- A. Ensure all applicable State and federal requirements are met with regard to Expense Allowability / Fiscal Documentation:
- 1) TCM Summary Invoices, received from a Provider and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
 - 2) Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this Agreement to permit a determination of expense allowability.

Name of Provider: County of Shasta

PPA #: 45-17EVRGRN

- a) If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to generally accepted accounting principles or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable.
- B. TCM providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (Title 2 of the Code of Federal Regulations, Part 200, and, specifically, 2 CFR 200.330). Consequently, as a contractor, as distinguished from subrecipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.
- C. Designate MEDS Access Liaisons responsible for working directly with DHCS in requesting MEDS access for county/city TCM staff. All MEDS Access Liaisons shall sign a MEDS Oath of Confidentiality provided by DHCS. This Liaison is responsible for maintaining an active list of Provider users with MEDS access and collecting a signed Oath of Confidentiality from each user. The Liaison is responsible for ensuring users are informed they cannot share user accounts, that MEDS is to be used for only authorized purposes, and that all activity is logged. DHCS will only accept account requests from an authorized MEDS Access Liaison. The Liaison may be changed by written notice to DHCS. The MEDS Authorization Liaison should be an employee at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. DHCS will only accept account requests from an authorized MEDS Access Liaison. DHCS will determine the number of county/city TCM staff allowed to access MEDS. DHCS may deny access to MEDS at its discretion.
- 1) The MEDS Access Liaison will provide, assign, delete, and track user log-in identification codes generated through DHCS to authorized TCM staff members upon request. The processing of log-in identification codes will be submitted electronically to DHCS to activate (i.e., add, delete, or reset) MEDS access upon receipt.
 - 2) The Liaison is responsible for ensuring processes are in place which result in prompt MEDS account deletion requests when Provider users leave employment or no longer require access due to change in job duties. The Liaison must perform a monthly reconciliation to identify account termination process violations and ensure corrective actions are implemented.
- D. Adhere to the following documents and any subsequent updates that are not attached, but are incorporated herein and made a part hereof by this reference. The Provider is required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may

Name of Provider: County of Shasta

PPA #: 45-17EVRGRN

be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Provider with copies of said documents at or before the agreement is presented to the Provider for review, acceptance, and signature and will require acknowledgement of receipt. Periodic updates to the below listed documents that are not electronically accessible via the Internet, an Extranet link or other mechanism will be presented to the Provider under separate cover and acknowledgement of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

1) Information Exchange Agreement (IEA) between the Social Security Administration and the California Department of Health Care Services (State Agency).

a) The specific sections of the IEA and attachments with substantive privacy and security requirements, which are to be complied with by the Provider are in the following:

- (1) Section E: Security Procedures
- (2) Section F: Contractor/Agent Responsibilities
- (3) Section G: Safeguarding and Reporting Responsibilities for PII.
- (4) Attachment 1: Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS)
- (5) Attachment 2: Authorized Data Exchange System(s).
- (6) Attachment 3: Electronic Information Exchange Security Requirements and Procedures.
- (7) Attachment 4: Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

E. By November 1 of each year:

1) Submit an annual electronic TCM Cost Report for the service period of July 1 through June 30 to dhsaitcm@dhcs.ca.gov

a) Electronic mail (e-mail) submission shall include the following completed documents:

- (1) Completed Cost Report Template signed and scanned (PDF)
- (2) Completed Cost Report Template (Excel)
- (3) LGA certification page signed and scanned (PDF)
- (4) Non-LGA LPE Certification and LGA Attestation Statements for TCM Cost Report signed and scanned (PDF), if applicable.

b) Each e-mail submission shall follow the example below when naming the electronic files for the e-mail submission of the Cost Report:

Name of Provider: County of Shasta
PPA #: 45-17EVRGRN

Example:

2013 Santa Cruz CR.xls (Fiscal Year [FY] 2013-14 Santa Cruz Cost Report, Excel version)
2013 Santa Cruz CR.PDF (FY 2013-14 Santa Cruz Cost Report, signed and scanned PDF version)

- c) Each e-mail submission shall follow the example below when naming the e-mail for the submission of the Cost Report:

Example:

Name of LGA, LGA Code, Fiscal Year End Date (FYE), Part xx.
Santa Cruz County 44 FYE 063014 Part 1 of 3

- F. Accept payments as reimbursement in full as received for TCM services pursuant to this Agreement. Payments are subject to be reviewed and audited by DHCS and Centers for Medicare and Medicaid (CMS).
- G. Submit TCM Summary Invoices in accordance with 42 CFR 433.51, Title 22 CCR Sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7, and 51492, and ensure TCM Summary Invoices are postmarked within 12 months from the date of service.
- H. Execute a Memorandum of Understanding (MOU) with Medi-Cal Managed Care Health Plan(s) serving beneficiaries in the same county as the Provider when the Provider is in a Geographic Managed Care, Two-Plan Managed Care, Regional Model, Imperial Model, San Benito Model, or County Organized Health System county in accordance with State issued policy directives, including Policy and Procedure Letters (PPLs) and federal directives, all as periodically amended. The MOU will serve to define the respective responsibilities between LGA's TCM program and Medi-Cal Managed Care Health Plans and must include coordination protocols to ensure non-duplication of services provided to beneficiaries in common.

5. DHCS RESPONSIBILITIES

By entering into this Agreement, DHCS agrees to:

- A. Establish an all-inclusive interim rate for the Provider to claim for TCM services.
- B. Provide the TCM program with inquiry-only MEDS accounts. These MEDS accounts will be used by Providers to perform various activities, including but not limited to, providing specialized case management services to Medi-Cal eligible

Name of Provider: County of Shasta

PPA #: 45-17EVRGRN

individuals in a defined target population to gain access to needed medical, social, educational, and other services.

- C. Perform settlement reconciliation to reflect the actual costs the Provider incurred in providing TCM services to Medi-Cal beneficiaries.
- D. Review and process TCM Summary Invoices within 24 months from the date of service. Upon review, processing, and approval of valid TCM encounters, TCM Summary Invoices shall then be scheduled for payment.
- E. Provide training and technical assistance to enable the Provider to identify costs related to proper invoicing documentation and billing procedures. The State will provide oversight to ensure compliance with the W&I Code Section 14132.44 and all other governing federal and State laws and regulations.

6. FISCAL PROVISIONS

Reimbursement under this Agreement shall be made in the following manner:

- A. Upon the Provider's compliance with all provisions pursuant to W&I Code Section 14132.44, Title 22 CCR Division 3 (commencing with Section 50000), and this Agreement, and upon the submission of a TCM Summary Invoice, based on valid and substantiated information, DHCS agrees to process the TCM Summary Invoice for reimbursement.
- B. Transfer of funds is contingent upon the availability of federal financial participation (FFP).
- C. The Provider shall verify the certified public expenditure (CPE) from the Provider's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for TCM services performed pursuant to W&I Code Section 14132.44. DHCS shall deny payment of any TCM Summary Invoice submitted under this Agreement, if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for TCM costs shall not duplicate, in whole or in part, claims made for the costs of direct patient services.
- D. Failure to timely submit cost reports, or other documents to verify CPE, by the Provider within the statutory, regulatory, or contractual deadline shall entitle DHCS to declare any funds forwarded to the Provider for the cost report period as an overpayment and recoup the funds.
- E. It is mutually agreed that if the Budget Act for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event DHCS shall have no liability to pay any funds whatsoever to the Provider

Name of Provider: County of Shasta

PPA #: 45-17EVRGRN

or to furnish any other considerations under this Agreement and the Provider shall not be obligated to further provide services under the TCM program.

- F. If funding for any FY is reduced or deleted by the Budget Act for purposes of the TCM Program, DHCS shall have the option to either cancel this Agreement, with no liability occurring to DHCS, or offer an agreement amendment to the Provider to reflect the reduced amount.

7. LIMITATION OF STATE LIABILITY

- A. Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing TCM services pursuant to W&I Code Section 14132.44, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services, DHCS shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that FY for the disallowed claim or claims. All subsequent TCM Summary Invoices submitted to DHCS applicable to any previously disallowed claim or claims, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- C. Notwithstanding sections 2, 6E, and 6F, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services provided by a nongovernmental entity under contract with, and on behalf of the Provider, DHCS shall be held harmless by the Provider for 100 percent of the amount of any such federal audit disallowance and interest, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- D. Notwithstanding sections 2, 6E, and 6F, the Provider agrees that when it is established upon audit or reconciliation that an overpayment, or other recovery determination, has been made, DHCS and Provider shall follow current laws, regulations, and State issued policy directives, including PPLs for the proper treatment of identified overpayment.
- E. DHCS reserves the right to select the method to be employed for the recovery of an overpayment, or other recovery determination.
- F. Overpayments may be assessed interest charges, and may be assessed penalties, in accordance with W&I Code Sections 14171(h) and 14171.5, respectively.

Name of Provider: County of Shasta

PPA #: 45-17EVRGRN

8. AMENDMENT

Should either party, during the term of this Agreement, desire a change or amendment to the Articles of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a process that is mutually agreeable to both DHCS and the Provider. No amendment will be considered binding on either party until it is approved by DHCS.

9. GENERAL PROVISIONS

- A. This document, including any attachments or exhibits, constitutes the entire Agreement between the parties pertaining to the TCM program. Notwithstanding the DHCS Form 6208, any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties, or privileges in connection with the terms of this Agreement. If there is a conflict between this Agreement and the DHCS Form 6208, then the DHCS Form 6208 shall control. Form 6208 hereby is incorporated by reference and is made part of this Agreement.
- B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The provisions and obligations of this Agreement cannot be waived or altered except through an amendment made in accordance with Section 8.
- D. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

###

Name of Provider: County of Shasta
PPA #: 45-17EVRGRN

TCM AGREEMENT EXECUTION

The undersigned agent agrees to the terms above, and enters into this Agreement on behalf of County of Shasta (Local Governmental Agency). This Agreement does not go into force until signed by California Department of Health Care Services.


Provider Authorized Person's Signature

DAVID A. KEHOE
Print Name

Chairman, Shasta County Board of Supervisors
Title

P.O. Box 496005, Redding, CA 96049-6005
Address

JUN 20 2017
Date


California Department of Health Care Services
Authorized Contact Person's Signature

John Mendoza
Print Name


Chief, Safety Net Financing Division
Title

Department of Health Care Services
Name of Department


1501 Capitol Avenue, MS 4603, Sacramento, CA 95899-7413
Address

7/3/17
Date


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

INFORMATION TECHNOLOGY
APPROVAL


By: 
Tom Schreiber
Chief Information Officer

Exhibit A
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

Exhibit A
HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish

Exhibit A
HIPAA Business Associate Addendum

the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

Exhibit A
HIPAA Business Associate Addendum

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. **Business Associate's Agents and Subcontractors.**

- 1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

Exhibit A
HIPAA Business Associate Addendum

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

Exhibit A
HIPAA Business Associate Addendum

I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

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

Exhibit A
HIPAA Business Associate Addendum

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

Exhibit A
HIPAA Business Associate Addendum

contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

- A. Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy" in the left column and "Notice of Privacy Practices" on the right side of the page).
- B. Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

Exhibit A
HIPAA Business Associate Addendum

- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

Exhibit A
HIPAA Business Associate Addendum

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Exhibit A
HIPAA Business Associate Addendum

- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit A
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Exhibit A
HIPAA Business Associate Addendum

- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Exhibit A
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

Exhibit A
HIPAA Business Associate Addendum

- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

DEPARTMENT OF HEALTH CARE SERVICES

HIPAA Business Associate Addendum

Attachment A

The following data files will be provided pursuant to this Agreement:

Managed Care Organization (MCO)

Each MCO will receive a list of Medi-Cal Participants (Participant) who received TCM services that is/was enrolled in that MCO. The list may provide the following information, as necessary, for each Participant who received TCM services:

1. Last Name
2. First Name
3. Middle Name
4. Date Of Birth
5. Sex
6. MEDS ID
7. LGA Name (Most recent LGA that provided care)
8. Program Type
9. Encounter Number
10. Date Of Service
11. California ID Number

Local Government Agency (LGA)

Each LGA will receive a list of Participants who received TCM services from the LGA. The list may provide the following information, as necessary, for each Participant who received TCM services:

1. Last Name
2. First Name
3. Middle Name
4. Date Of Birth
5. Sex
6. MEDS ID
7. LGA Name
8. Program Type
9. Encounter Number
10. Date Of Service
11. MCO Name (Most recent MCO that Participant is/was enrolled in)
12. California ID Number

State of California—Health and Human Services Agency

Department of Health Care Services

**MEDI-CAL PROVIDER AGREEMENT****(To Accompany Applications for Enrollment or Continued Enrollment)*****FOR STATE USE ONLY****Do not use staples on this form or on any attachments.****Type or print clearly in ink. If you must make corrections, please line through, date, and initial in ink.****Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to you.**

Date

7 / 1 /2017

Legal name of applicant or provider (hereinafter jointly referred to as "Provider")

COUNTY OF SHASTA

Business name (if different than legal name)

HEALTH AND HUMAN SERVICES AGENCY

Provider number (NPI or Denti-Cal provider number as applicable)

1588709182

Business Telephone Number

(530) 229-8400

Business address (number, street)

1810 MARKET ST

City

REDDING

State

CA

Nine-digit ZIP code

96001-1930

Mailing address (number, street, P.O. Box number)

P.O. BOX 496005

City

REDDING

State

CA

Nine-digit ZIP code

96049-6005

Pay-to address (number, street, P.O. Box number)

P.O. BOX 496005

City

REDDING

State

CA

Nine-digit ZIP code

96049-6005

Previous business address (number, street, P.O. Box number)

City

State

Nine-digit ZIP code

Taxpayer Identification Number**

94-6000535

EXECUTION OF THIS PROVIDER AGREEMENT BETWEEN AN APPLICANT OR PROVIDER HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HEREINAFTER "DHCS"), IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM PURSUANT TO 42 UNITED STATES CODE, SECTION 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, SECTION 431.107, WELFARE AND INSTITUTIONS CODE, SECTION 14043.2, AND TITLE 22, CALIFORNIA CODE OF REGULATIONS, SECTION 51000.30(a)(2).

AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM, PROVIDER AGREES TO COMPLY WITH ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY ATTACHMENT(S) HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE:

- 1. Term and Termination.** This Agreement will be effective from the date applicant is enrolled as a provider by DHCS, or, from the date provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 26(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program. During any period in which the provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in Welfare and Institutions Code Section 14043.27(c).
- 2. Compliance With Laws and Regulations.** Provider agrees to comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 14200), and any applicable rules or regulations promulgated by DHCS pursuant to these Chapters. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations promulgated by DHCS pursuant to these Chapters, it may be subject to all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.

* Every applicant and provider must execute this Provider Agreement, except physicians, who must execute the "Medi-Cal Physician Application/Agreement," DHCS 6210.

** The taxpayer identification number may be a Taxpayer Identification Number (TIN) or a social security number for sole proprietors.

3. **National Provider Identifier (NPI).** Provider agrees not to submit any claims to DHCS using an NPI unless that NPI is appropriately registered with the Centers for Medicare and Medicaid Services (CMS) and is in compliance with all NPI requirements established by CMS as of the date the claim is submitted. Provider agrees that submission of an NPI to DHCS as part of an application to use that NPI to obtain payment constitutes an implied representation that the NPI submitted is appropriately registered and in compliance with all CMS requirements at the time of submission. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an "addition or change in the information previously submitted" which must be reported to DHCS under the requirements of California Code of Regulations, title 22, section 51000.40.
4. **Forbidden Conduct.** Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any Medi-Cal beneficiary, or the fiscal integrity of the Medi-Cal program.
5. **Nondiscrimination.** Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
6. **Scope of Health and Medical Care.** Provider agrees that the health care services it provides may include diagnostic, preventive, corrective, and curative services, goods, supplies, and merchandise essential thereto, provided by qualified personnel for conditions that cause suffering, endanger life, result in illness or infirmity, interfere with capacity for normal activity, including employment, or for conditions which may develop into some significant handicap or disability. Provider further agrees such health care services may be subject to prior authorization to determine medical necessity.
7. **Licensing.** Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically suspend Provider as a provider in the Medi-Cal program pursuant to Welfare and Institutions Code, Section 14043.6, if Provider has license(s), certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.
8. **Insurance.** Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to Section 700 of the Insurance Code.
9. **Record Keeping and Retention.** Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, goods, supplies, and merchandise provided to Medi-Cal beneficiaries, including, but not limited to, the records described in Section 51476 of Title 22, California Code of Regulations, and the records described in Section 431.107 of Title 42 of the Code of Federal Regulations. Provider further agrees that such records shall be made at or near the time at which the services, goods, supplies, and merchandise are delivered or rendered, and that such records shall be retained by Provider in the form in which they are regularly kept for a period of three years from the date the goods, supplies, or merchandise were delivered or the services rendered.
10. **DHCS, AG and Secretary Access to Records; Copies of Records.** Provider agrees to make available, during regular business hours, all pertinent financial records, all records of the requisite insurance coverage, and all records concerning the provision of health care services to Medi-Cal beneficiaries to any duly authorized representative of DHCS, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States Centers for Medicare and Medicaid Services (Secretary). Provider further agrees to provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG or Secretary.

11. **Confidentiality of Beneficiary Information.** Provider agrees that all medical records of beneficiaries made or acquired by Provider shall be confidential and shall not be released without the written consent of the beneficiary or his/her personal representative, or as otherwise authorized by law.
12. **Disclosure of Information to DHCS.** Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information, or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension from the Medi-Cal program, which shall include deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program. Provider further agrees that all bills or claims for payment to DHCS by Provider shall not be due and owing to Provider for any period(s) for which information was not reported or was reported falsely to DHCS. Provider further agrees to reimburse those Medi-Cal funds received during any period for which information was not reported, or reported falsely, to DHCS.
13. **Information Regarding Subcontractors and Suppliers.** Provider agrees to submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-month period ending on the date of the request.
14. **Background Check.** Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site inspection prior to enrollment; (2) review of medical and business records; and, (3) data searches.
15. **Unannounced Visits By DHCS, AG and Secretary.** Provider agrees that DHCS, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code Section 12528. Premises subject to inspection include billing agents, as defined in Welfare and Institutions Code Section 14040.1. Failure to permit inspection by DHCS, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program.
16. **Provider Fraud and Abuse.** Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal program or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.
17. **Investigations of Provider for Fraud or Abuse.** Provider certifies that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the Code of Federal Regulations or under investigation for fraud or abuse by any other government entity. Provider further agrees to notify DHCS within ten business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to Welfare and Institutions Code, Section 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.
18. **Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability.** Provider certifies that it and its owners, officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the

last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.

19. **Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Medi-Cal program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.
20. **Prohibition of Rebate, Refund, or Discount.** Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.
21. **Payment From Other Health Coverage Prerequisite to Claim Submission.** Provider agrees that it shall first seek to obtain payment for services provided to Medi-Cal beneficiaries from any private or public health insurance coverage to which the beneficiary is entitled, where Provider is aware of this coverage and to the extent the coverage extends to these services, prior to submitting a claim to DHCS for the payment of any unpaid balance for these services. In the event that a claim submitted to a private or public health insurer has not been paid within 90 days of billing by Provider, Provider may submit a claim to DHCS.
22. **Beneficiary Billing.** Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a Medi-Cal beneficiary, or from other persons on behalf of the beneficiary, for any service included in the Medi-Cal program's scope of benefits in addition to a claim submitted to the Medi-Cal program for that service, except to: (1) collect payments due under a contractual or legal entitlement pursuant to Welfare and Institutions Code, Section 14000(b); (2) bill a long-term care patient for the amount of his/her liability; and, (3) collect a co-payment pursuant to Welfare and Institutions Code, Sections 14134 and 14134.1. Provider further agrees that, in the event that a beneficiary willfully refuses to provide current other health care coverage billing information as described in Section 50763(a)(5) of Title 22, California Code of Regulations, Provider may, upon giving the beneficiary written notice of intent, bill the beneficiary as a private pay patient.
23. **Payment From Medi-Cal Program Shall Constitute Full Payment.** Provider agrees that payment received from DHCS in accordance with Medi-Cal fee structures shall constitute payment in full, except that Provider, after making a full refund to DHCS of any Medi-Cal payments received for services, goods, supplies, or merchandise, may recover all of Provider's fees to the extent that any other contractual entitlement, including, but not limited to, a private group or indemnification insurance program, is obligated to pay the charges for the services, goods, supplies, or merchandise provided to the beneficiary.
24. **Return of Payment for Services Otherwise Covered by the Medi-Cal Program.** Provider agrees that any beneficiary who has paid Provider for health care services, goods, supplies, or merchandise otherwise covered by the Medi-Cal program received by the beneficiary shall be entitled to a prompt return from Provider of any part of the payment which meets any of the following: (1) was rendered during any period prior to the receipt of the beneficiary's Medi-Cal card, for which the card authorizes payment under Welfare and Institutions Code, Sections 14018 or 14019; (2) was reimbursed to Provider by the Medi-Cal program, following audits and appeals to which Provider is entitled; (3) is not payable by a third party under contractual or other legal entitlement; (4) was not used by the beneficiary to satisfy his/her paid or obligated liability for health care services, goods, supplies, or merchandise, or to establish eligibility.
25. **Compliance With Billing and Claims Requirements.** Provider agrees that it shall comply with all of the billing and claims requirements set forth in the Welfare and Institutions Code and its implementing regulations, and the provider manual.
26. **Deficit Reduction Act of 2005, Section 6032 Implementation.** As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396a(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.

27. **Termination of Provisional Provider or Preferred Provisional Provider Status.** Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program in the following circumstances:

- (1) The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any government program within 10 years of the date of the application package.
- (2) There is a material discrepancy in the information provided to the department, or with the requirements to be enrolled, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
- (3) The provider has provided material information that was false or misleading at the time it was provided.
- (4) The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods supplies, or merchandise are rendered or delivered at locations other than the business address and this practice of delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.
- (5) The provider meets the definition of a clinic under Section 1200 of the Health and Safety Code, but is not licensed as a clinic pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the Health and Safety Code and fails to meet the requirements to qualify for at least one exemption pursuant to Section 1206 or 1206.1 of the Health and Safety Code.
- (6) The provider performs clinical laboratory tests or examinations, but it or its personnel do not meet CLIA, and the regulations adopted thereunder, and the state clinical laboratory law, do not possess valid CLIA certificates and clinical laboratory registrations or licenses pursuant to Chapter 3 (commencing with Section 1200) of Division 2 of the Business and Professions Code, or are not exempt from licensure as a clinical laboratory under Section 1241 of the Business and Professions Code.
- (7) The provider fails to possess either of the following:
 - (a) The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services, goods, supplies, or merchandise the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.
 - (b) The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.
- (8) The provider, or if the provider is a clinic, group, partnership, corporation, or other association, any officer, director, or shareholder with a 10 percent or greater interest in that organization, commits two or more violations of the federal or state statutes or regulation governing the Medi-Cal program, and the violations demonstrate a pattern or practice of fraud, abuse, or provision of unnecessary or substandard medical services.
- (9) The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy or significant harm to any Medi-Cal beneficiary or to the public welfare.
- (10) The provider submits claims for payment that subject a provider to suspension under Section 14043.61.
- (11) The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise

are rendered or delivered at locations other than the business address and this practice or delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status was granted.

- (12) The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.

28. Provider Suspension; Appeal Rights; Reinstatement. Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any individual, clinic, group, corporation, or other association to the Medi-Cal program for any services, supplies, goods, or merchandise that provider has provided directly or indirectly to a Medi-Cal beneficiary, except for services, supplies, goods, or merchandise provided prior to the suspension.

a. Automatic Suspensions/Mandatory Exclusions. DHCS shall automatically suspend Provider under the following circumstances:

- (1) Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (Welfare and Institutions Code, Section 14123(b),(c).)
- (2) If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (Welfare and Institutions Code, Section 14043.6.)
- (3) If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under Welfare and Institutions Code, Section 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.

b. Permissive Suspensions/Permissive Exclusions. DHCS may suspend Provider under the following circumstances:

- (1) Provider violates any of the provisions of Chapter 7 of the Welfare and Institutions Code (commencing with Section 14000 except for Sections 14043–14044), or Chapter 8 (commencing with Section 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14123(a),(c).)
- (2) Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal beneficiaries. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14124.2.)
- (3) Provider participating in the Medi-Cal dental program provides services, goods, supplies, or merchandise that are below or less than the standard of acceptable quality, as established by the California Dental Association Guidelines for the Assessment of Clinical Quality and Professional Performance, Copyright 1995, Third Edition, as periodically amended. (Welfare and Institutions Code, Section 14123(f).)

c. Temporary Suspension. DHCS shall temporarily suspend Provider under the following circumstances:

- (1) Provider fails to disclose all information as required in federal Medicaid regulations or any other information required by DHCS, or discloses false information. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.2(a).)
- (2) If it is discovered that Provider is under investigation for fraud or abuse. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.36(a).)
- (3) Provider fails to remediate discrepancies discovered as a result of an unannounced visit to Provider. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.7(c).)

- (4) When necessary to protect the public welfare or the interests of the Medi-Cal program. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14123(c).)
 - (5) Provider submits claims for payment under any provider number from an individual or entity that is suspended, excluded or otherwise ineligible. This includes a provider on the Suspended and Ineligible Provider List or any list published by the Office of the Inspector General or the Department of Health and Human Services. Appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.61)
29. **Liability of Group Providers.** Provider agrees that, if it is a provider group, the group, and each member of the group, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the providers in the provider group may result in action against all of the members of the provider group.
30. **Legislative and Congressional Changes.** Provider agrees that this Agreement is subject to any future additional requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.
31. **Provider Capacity.** Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
32. **Indemnification.** Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any Medi-Cal beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.
33. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
34. **Venue.** Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.
35. **Titles.** The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.
36. **Severability.** If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
37. **Assignability.** Provider agrees that it has no property right in or to its status as a Provider in the Medi-Cal program or in or to the provider number(s) assigned to it, and that Provider may not assign its provider number for use as a Medi-Cal provider, or any rights and obligations it has under this Agreement except to the extent purchasing owner is joining this provider agreement with successor liability with joint and several liability.
38. **Waiver.** Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.
39. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.
40. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.

41. **Provider Attestation.** Provider agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Provider further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to provider.

The parties agree that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The provider signing this agreement warrants that he/she has read this agreement and understands it.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.

I declare I am the provider or I have the authority to legally bind the provider, which is an entity and not an individual person and that I am eligible to sign this agreement under Title 22, CCR Section 51000.30(a)(2)(B).

1. Printed legal name of provider

COUNTY OF SHASTA

2. Printed name of person signing this declaration on behalf of provider (if an entity or business name is listed in Item 1 above)

DAVID A. KEHOE

3. Original signature of provider or representative if this provider is an entity other than an Individual person as sole proprietor

4. Title of person signing this declaration

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF SHASTA

5. Executed at: Redding CA on / /
(City) (State) (Date)

6. Notary Public:

Applicants and providers licensed pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act ARE NOT REQUIRED to have this form notarized. If notarization is required, the Certificate of Acknowledgement signed by the Notary Public must be in the form specified in Section 1189 of the Civil Code.

Privacy Statement
(Civil Code Section 1798 et seq.)

All information requested on the application, the disclosure statement, and the provider agreement is mandatory with the exception of the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department pursuant to 26 USC 6041. This information is required by the Department of Health Care Services, Provider Enrollment Division, by the authority of Welfare and Institutions Code Section 14043.2(a). The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. The consequence of not supplying the voluntary social security number information requested is delay in the application process while other documentation is used to verify the information supplied. Any information provided will be used to verify eligibility to participate as a provider in the Medi-Cal program. Any information may also be provided to the State Controller's Office, the California Department of Justice, the Department of Consumer Affairs, the Department of Corporations, or other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, and licensing programs in other states. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945 or Denti-Cal at (800) 423-0507.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SHASTA

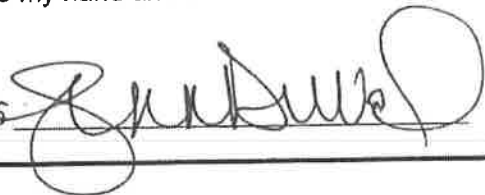
On June 20, 2017 before me, Jennifer A. Duval, Notary Public
(insert name and title of the officer)

personally appeared David A. Kehoe
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

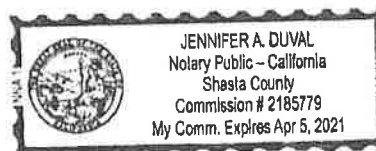
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)




MEDI-CAL PROVIDER AGREEMENT
(To Accompany Applications for Enrollment or Continued Enrollment)*

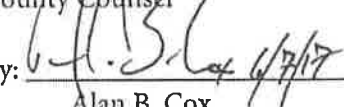
Additional Signatures

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: 
Deputy

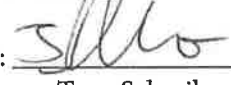
Approved as to form:
RUBEN E. CRUSE, JR.
County Counsel

By:  6/7/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/08/17
James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY
APPROVAL

By:  6-8-2017
Tom Schreiber
Chief Information Officer

Information Exchange Agreement
Between
The Social Security Administration (SSA)
And
The California Department of Health Care Services (State Agency)
has been redacted due to confidentiality.

To request a copy, contact BSS Contracts and reference Contract ID #
2127-30-2017-01 or Clerk of the Board.

ATTACHMENT B

TRANSMITTAL AND NOTICE OF APPROVAL OF STATE PLAN MATERIAL FOR: CENTERS FOR MEDICARE & MEDICAID SERVICES		1. TRANSMITTAL NUMBER <div style="text-align: center;">1 7 — 0 3 7</div>	2. STATE <div style="text-align: center; font-size: 1.2em;">California</div>
TO: REGIONAL ADMINISTRATOR CENTERS FOR MEDICARE & MEDICAID SERVICES DEPARTMENT OF HEALTH AND HUMAN SERVICES		3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)	
5. TYPE OF PLAN MATERIAL (<i>Check One</i>) <input type="checkbox"/> NEW STATE PLAN <input type="checkbox"/> AMENDMENT TO BE CONSIDERED AS NEW PLAN <input checked="" type="checkbox"/> AMENDMENT		4. PROPOSED EFFECTIVE DATE <div style="text-align: center; font-size: 1.2em;">July 1, 2017</div>	
COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (<i>Separate transmittal for each amendment</i>)			
6. FEDERAL STATUTE/REGULATION CITATION Section 1915(g)(1) Social Security Act		7. FEDERAL BUDGET IMPACT a. FFY 2017-18 \$ 521,148 b. FFY 2018-19 \$ 521,148	
8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT Supplement 1e To Attachment 3.1-a Page 1		9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (<i>If Applicable</i>) Supplement 1e To Attachment 3.1-a Page 1	
10. SUBJECT OF AMENDMENT Targeted Case Management - Individuals in Jeopardy of Negative Health or Psycho-Social Outcomes			
11. GOVERNOR'S REVIEW (<i>Check One</i>) <input type="checkbox"/> GOVERNOR'S OFFICE REPORTED NO COMMENT <input checked="" type="checkbox"/> OTHER, AS SPECIFIED <input type="checkbox"/> COMMENTS OF GOVERNOR'S OFFICE ENCLOSED <input type="checkbox"/> NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL			
12. SIGNATURE OF STATE AGENCY OFFICIAL <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div>		16. RETURN TO Department of Health Care Services Attn: State Plan Coordinator 1501 Capitol Avenue, Suite 71.3.26 P.O. Box 997417 Sacramento, CA 95899-7417	
13. TYPED NAME Mari Cantwell		14. TITLE State Medicaid Director	
15. DATE SUBMITTED 9/25/2017		17. DATE RECEIVED September 25, 2017	
FOR REGIONAL OFFICE USE ONLY			
19. EFFECTIVE DATE OF APPROVED MATERIAL July 1, 2017		20. SIGNATURE OF REGIONAL OFFICIAL <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div>	
21. TYPED NAME Henrietta Sam-Louie		22. TITLE Associate Regional Administrator, Division of Medicaid & Children's Health Operations	
23. REMARKS			

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT
State/Territory: CALIFORNIA

TARGETED CASE MANAGEMENT SERVICES
INDIVIDUALS IN JEOPARDY OF NEGATIVE HEALTH OR PSYCHO-SOCIAL OUTCOMES

Target Group (42 Code of Federal Regulations 441.18(a)(8)(i) and 441.18(a)(9)):

Medi-Cal eligible individuals, who have been determined to be in jeopardy of negative health or psycho-social outcomes due to one of the following disparity factors:

- a) Substance abuse in the immediate environment, or
- b) History of, or in danger of family violence, or
- c) History of or in danger of physical, sexual or emotional abuse, or
- d) Experiencing substandard housing, or
- e) Illiteracy; and

Such individuals must be in need of assistance in accessing necessary medical, social, educational, or other services, when comprehensive case management is not being provided elsewhere.

For those individuals in this target group, who may receive case management services under a waiver program, case management services shall not be duplicated, in accordance with Section 1915(g) of the Social Security Act. This target group excludes persons enrolled in a Home and Community-Based Services waiver program from receipt of Targeted Case Management (TCM) services.

There shall be a county-wide system to ensure coordination among TCM providers of case management services provided to Medi-Cal beneficiaries who are eligible to receive case management services from two or more programs.

Areas of State in which services will be provided (§1915(g)(1) of the Act):

Entire State.

X Only in the following geographic areas: Counties of Alameda, Butte, Contra Costa, El Dorado, Humboldt, Imperial, Kern, Kings, Lake, Los Angeles, Madera, Monterey, Napa, Orange, Placer, Riverside, San Diego, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, **Shasta**, Solano, Sonoma, Stanislaus, Sutter, Trinity, Tuolumne, Ventura, Yuba, City of Berkeley, and City of Long Beach.

Comparability of Services (§§1902(a)(10)(B) and 1915(g)(1))

Services are provided in accordance with Section 1902(a)(10)(B) of the Act.

X Services are not comparable in amount, duration, and scope (§ 1915(g)(1))

Definition of Services: (42 CFR 440.169): Targeted case management services are defined as services furnished to assist individuals, eligible under the State Plan, in gaining access to needed medical, social, educational and other services. Targeted Case Management includes the following assistance:

1. Comprehensive assessment and periodic reassessment of individual needs, to determine the need for any medical, educational, social or other services. These assessment activities include:

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT
State/Territory: CALIFORNIA

TARGETED CASE MANAGEMENT SERVICES
INDIVIDUALS IN JEOPARDY OF NEGATIVE HEALTH OR PSYCHO-SOCIAL OUTCOMES

- Taking client history;
- Identifying the individual's needs and completing related documentation; and
- Gathering information from other sources such as family members, medical providers, social workers, and educators (if necessary), to form a complete assessment of the eligible individual;

Assessment and/or periodic reassessment to be conducted at a minimum of once every six months to determine if an individual's needs, conditions, and/or preferences, have changed.

2. Development (and periodic revision) of a specific care plan that is based on the information collected through the assessment that:
 - Specifies the goals and actions to address the medical, social, educational, and other services needed by the individual;
 - Includes activities such as ensuring the active participation of the eligible individual, and working with the individual (or the individual's authorized health care decision maker) and others to develop those goals; and
 - Identifies a course of action to respond to the assessed needs of the eligible individual;
3. Referral and related activities (such as scheduling appointments for the individual) to help the eligible individual obtain needed services including:
 - Activities that help link the individual with medical, social, educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the care plan;
4. Monitoring and follow-up activities:
 - Activities and contacts that are necessary to ensure the care plan is implemented and adequately addresses the eligible individual's needs, and which may be with the individual, family members, service providers, or other entities or individuals and conducted as frequently as necessary, and including at least one annual monitoring, to determine whether the following conditions are met:
 - o Services are being furnished in accordance with the individual's care plan;
 - o Services in the care plan are adequate; and
 - o Changes in the needs or status of the individual are reflected in the care plan.

Monitoring and follow-up activities include making necessary adjustments in the care plan and service arrangements with providers. Periodic Reviews will be completed at least every six months. These activities may be conducted as specified in the care plan, or as frequently as necessary to ensure execution of the care plan.

Monitoring does not include ongoing evaluation or check-in of an individual when all care plan goals have been met.

X Case management includes contacts with non-eligible individuals that are directly related to identifying the eligible individual's needs and care, for the purposes of helping the eligible individual access services; identifying needs and supports to assist the eligible individual in obtaining services; providing case managers with useful feedback, and alerting case managers to changes in the eligible individual's needs. (42 CFR 440.169(e))

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT
State/Territory: CALIFORNIA

TARGETED CASE MANAGEMENT SERVICES
INDIVIDUALS IN JEOPARDY OF NEGATIVE HEALTH OR PSYCHO-SOCIAL OUTCOMES

Qualifications of providers (42 CFR 441.18(a)(8)(v) and 42 CFR 441.18(b)):

TCM Provider Agency Qualifications:

- Establish a system to coordinate services for individuals who may be covered under another program which offers components of case management or coordination similar to TCM including, but not limited to, the coordination of services with Managed Care providers, California Children's Services, as well as State waiver programs (e.g. HIV/AIDS, etc.).
- Demonstrated programmatic and administrative experience in providing comprehensive case management services and the ability to increase their capability to provide their services to the target group; and
- Must be an agency employing staff with case management qualifications; and
- Establish referral systems and demonstrated linkages and referral ability with essential social and health service agencies; and
- Have a minimum of five years providing comprehensive case management services to the target group; and
- Administrative capacity to ensure quality of services in accordance with state and federal requirements; and
- Financial management capacity and system that provides documentation of services and costs in accordance with OMB A-87 principles; and
- Capacity to document and maintain individual case records in accordance with state and federal requirements; and
- Demonstrated ability to meet state and federal requirements for documentation, billing and audits; and
- Ability to evaluate the effectiveness, accessibility, and quality of TCM services on a community-wide basis.

TCM Case Manager Qualifications: Case managers employed by the case management agency must meet the requirements for education and/or experience as defined below:

- A Registered Nurse, or a Public Health Nurse with a license in active status to practice as a registered nurse in California; individual shall have met the educational and clinical experience requirements as defined by the California Board of Registered Nursing, or
- An individual with at least a Bachelor's degree from an accredited college or university, who has completed an agency-approved case management training course, or
- An individual with at least an Associate of Arts degree from an accredited college, who has completed an agency-approved case management training course and has two years of experience performing case management duties in the health or human services field, or
- An individual who has completed an agency-approved case management training course and has four years of experience performing case management duties in a health or human services field.

Freedom of choice (42 CFR 441.18(a)(1)):

The State assures that the provision of case management services will not restrict an individual's free choice of providers in violation of section 1902(a)(23) of the Act.

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT
State/Territory: CALIFORNIA

**TARGETED CASE MANAGEMENT SERVICES
INDIVIDUALS IN JEOPARDY OF NEGATIVE HEALTH OR PSYCHO-SOCIAL OUTCOMES**

1. Eligible individuals will have free choice of any qualified Medicaid provider within the specified geographic area identified in this plan.
2. Eligible individuals will have free choice of any qualified Medicaid providers of other medical care under the plan.

Access to Services (42 CFR 441.18(a)(2), 42 CFR 441.18(a)(3), 42 CFR 441.18(a)(6)):

The State assures the following:

- Case management (including targeted case management) services will not be used to restrict an individual's access to other services under the plan.
- Individuals will not be compelled to receive case management services, condition receipt of case management (or targeted case management) services on the receipt of other Medicaid services, or condition receipt of other Medicaid services on receipt of case management (or targeted case management) services; and
- Providers of case management services do not exercise the agency's authority to authorize or deny the provision of other services under the plan.

Payment (42 CFR 441.18(a)(4)):

Payment for case management or targeted case management services under the plan does not duplicate payments made to public agencies or private entities under other program authorities for this same purpose.

Case Records (42 CFR 441.18(a)(7)):

Providers maintain case records that document for all individuals receiving case management as follows: (i) The name of the individual; (ii) The dates of the case management services; (iii) The name of the provider agency (if relevant) and the person providing the case management service; (iv) The nature, content, units of the case management services received and whether goals specified in the care plan have been achieved; (v) Whether the individual has declined services in the care plan; (vi) The need for, and occurrences of, coordination with other case managers; (vii) A timeline for obtaining needed services; (viii) A timeline for reevaluation of the plan.

Limitations:

Case management does not include, and Federal Financial Participation (FFP) is not available in expenditures for, services defined in § 440.169 when the case management activities are an integral and inseparable component of another covered Medicaid service (State Medicaid Manual (SMM) 4302.F).

Case management does not include, and FFP is not available in expenditures for, services defined in § 440.169 when the case management activities constitute the direct delivery of underlying medical, educational, social, or other services to which an eligible individual has been referred, including for foster care programs, services such as, but not limited to, the following: research gathering and completion of documentation required by the foster care program; assessing adoption placements; recruiting or interviewing potential foster care parents; serving legal papers; home investigations; providing transportation; administering foster care subsidies; making placement arrangements. (42 CFR 441.1S(c))

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT
State/Territory: CALIFORNIA

TARGETED CASE MANAGEMENT SERVICES
INDIVIDUALS IN JEOPARDY OF NEGATIVE HEALTH OR PSYCHO-SOCIAL OUTCOMES

FFP only is available for case management services or targeted case management services if there are no other third parties liable to pay for such services, including as reimbursement under a medical, social, educational, or other program except for case management that is included in an individualized education program or individualized family service plan consistent with §1903(c) of the Act. (§§1902(a)(25) and 1905(c))

Limitations on translation: Arranging for translation activities and/or providing translation as part of the TCM service, including the costs of purchasing translation services from a vendor to enable communication between the client and case manager, is included in the TCM rate. When a case manager provides translation that is unrelated to providing the TCM service, the translation is not claimable as TCM.

Case Management Services Do Not Include:

- Program activities of the agency itself that do not meet the definition of TCM,
- Administrative activities necessary for the operation of the agency providing case management services rather than the overhead costs directly attributable to targeted case management,
- Diagnostic and/or treatment services,
- Restricting or limiting access to services, such as through prior authorization,
- Activities that are an essential part of Medicaid administration, such as outreach, intake processing, eligibility determination, or claims processing,
- Services that are an integral part of another service already reimbursed by Medicaid,
- Matching children to placement alternatives, assess complaints of alleged child abuse or neglect; coordinate activities with law enforcement and the legal and court systems, hearing preparation, filing of petitions, providing counseling, parenting training, or substance abuse testing.

ATTACHMENT C

Shasta LGA
Performance Monitoring Plan

Background

Payment for case management services under Section 1915(g) of the Social Security Act may not duplicate payments made to public agencies or private entities under other program authorities for the same purposes. In general, payment may not be made for services for which another payer is liable. Payment may not be made for services for which no payment liability is incurred. Similarly, separate payment cannot be made for similar services, which are an integral and inseparable part of another Medicaid covered service.

Medi-Cal is the payor of last resort. Anytime a Medi-Cal covered service is also being provided by a non-Medi-Cal program, the provision of services must default to the non-Medi-Cal provider.

Purpose

The performance monitoring plan is a countywide system that ensures coordination among providers of Targeted Case Management (TCM) services provided to beneficiaries who are eligible to receive case management services from two or more programs. Duplication of case management services may occur regardless of the payer of the program, i.e., case management services reimbursed through Medi-Cal and/or a Medi-Cal payer may occur among and is not limited to any of the TCM beneficiary groups.

The specific objectives of the performance monitoring plan are:

- To prevent duplication of services when a single Medi-Cal client receives identical Service Plan referrals and follow-up from more than one case manager.
- To coordinate among providers of case management services to beneficiaries who are eligible to receive case management services from two or more programs.
- To ensure coordination of services and continuity of care.

Definitions

Duplication occurs when a Medi-Cal client receives case management services from two or more TCM programs and the services provided are for the same purpose at the same time. For example, it is duplication of services when a single Medi-Cal client receives identical case management services, including Service Plan referrals and follow-up, from more than one case manager.

It is not considered duplication when a client has more than one case manager and only one case manager assumes the role of lead case manager. The lead case manager must be responsible for

communicating with the other case managers when developing, implementing, and monitoring a client's Service Plan. The case managers must communicate regularly relative to the service needs of their mutual TCM client.

Policy

The case manager will ascertain and document in the case file if the client is receiving TCM services from other agencies or programs regardless of the funding source. If the client is receiving other services, the case manager will document the name of the other agencies or programs. The case manager will document the nature and extent of the services provided by the other agencies or programs. The lead and other case managers will communicate regularly to determine which services are most appropriately provided by their respective agencies and/or programs.

The Performance Monitoring Plan will be centrally located and a copy will be available to Department of Health Care Services (DHCS) and Centers for Medicare and Medicaid Services (CMS) staff upon request.

Procedures

The procedure to ascertain if a client is receiving services from other case management agencies and/or programs is the responsibility of the case manager providing TCM services and must be regularly reviewed on a case-by-case basis. Procedures are based on client declaration.

Identification of Potential Duplication of Case Management Services

Client Declaration Procedure

As part of the initial TCM assessment, the TCM case manager will ask the client "Is anyone else helping you with _____ (any of the needs identified through the TCM assessment)? The TCM program will rely on client declaration.

If the needs identified during the TCM assessment are not being addressed by other providers, then duplication does not exist. The TCM case manager will document in the client's file "Client states no other provider is addressing the identified needs."

If the needs identified during the TCM assessment are being addressed by other providers, then duplication may exist. The TCM case manager will document in the client's file "Client states he/she is receiving assistance from (name of providers) for (specify needs such as job training etc.)." In this case scenario, there are two options:

1. The TCM case manager and the TCM Service Plan would not address the need; or
2. The TCM case manager would coordinate with the other provider. See Case Management Service Coordination below.

Case Management Service Coordination

When a Medi-Cal client states that a TCM identified need is being addressed by another provider, the TCM case manager must determine whether potential duplication of case management services exists. If the TCM case manager is familiar with the level of services offered by the other provider and is confident that the client's needs will be met, then those needs can be excluded from the TCM Service Plan.

If the TCM case manager is not familiar with or confident of the services offered by the other provider, case management service coordination is required to address the potential duplication of services. The TCM case manager must determine the nature and extent of the case management services offered by the other provider. Several procedures may be considered to address case management service coordination.

1. Phone verification of the case management services offered by the other provider(s).

The TCM case manager will phone the other provider to determine the nature and extent of case management services provided to the client. This information will be documented in the client's case file.

If it appears that the client's needs are being adequately met, the TCM case manager will not address those needs in the TCM Service Plan. Again, this information will be documented in the client's case file.

2. Interagency or Interdepartmental Case Conferences

When two or more agencies that generally address different needs (e.g., Public Health and Public Guardian or CalWORKs-employment and AFLP-schooling and parenting) are working with the same client, it may be advisable to conduct an initial and periodic case conference. The case conference will delineate the areas of need to be addressed by each entity and ensure coordination and continuity of care. The TCM case manager will document in the case file that a case conference has occurred and that the needs included in the TCM Service Plan are not being addressed by other providers.

3. Collaborative Case Management

When more than one case manager is involved, the objectives of the Service Plan are achieved through an organized, collaborative mode of case management in which each member of the interdisciplinary team has responsibility for service activities in their area of expertise. One lead case manager must maintain primary responsibility for assuring coordination of the functions of case management and service provision to ensure non-duplication of services. An interdisciplinary case conference will be held periodically, at which time the client's service providers shall provide information regarding the client's status and continuing need for services. A review of the Service Plan and evaluation of the services the client is receiving will be reviewed, as well as the client's current status. Appropriate documentation will be maintained in the client file, including the names and

titles of those participating in the case conference, relevant information discussed, and whether the client or legal representative had input into the conference.

4. TCM Audit File Documentation of Services Offered by other Case Management Providers

If the TCM program serves clients that are regularly served by other providers of case management services within Shasta County, the lead case manager will meet with the coordinator(s) of those other programs to determine an agreed upon division of responsibilities regarding case management. Any agreements and/or discussion must be documented and included in the TCM Audit File.

Once it has been established that different providers will address different client needs within Shasta County when the TCM client is being served by one or more of these providers, the TCM program can address the remaining needs without duplication occurring.

5. Periodic Review

TCM Case Managers shall conduct a periodic audit of randomly selected TCM case files to ensure that the case file documentation is in compliance with the Shasta LGA Performance Monitoring Plan.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: Consent - Public Works-6.

SUBJECT:

West Central Landfill Erosion Control Hydroseeding – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 2

DEPARTMENT CONTACT: Pat Minturn, Public Works Director (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “West Central Landfill Erosion Control Hydroseeding” Contract No. 207519: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after September 6, 2018, at 11 a.m.

SUMMARY

Hydroseeding is proposed to control erosion at West Central Landfill.

DISCUSSION

Landfill operations may disturb soils and lead to erosion. Working areas are routinely treated to re-establish vegetation. Some treated areas have struggled to re-vegetate. The proposed project would go back over previously treated areas to enhance regrowth. Plans and specifications for this work are complete and funding is in place. It is recommended that the Board initiate the bidding process.

ALTERNATIVES

The Board may decline to advertise for bids at this time. Existing treatments have been partially effective.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total cost of this project is estimated to be \$120,000. All landfill activities are fee-supported. Adequate funds have been included in the Adopted FY 2018/19 Solid Waste budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: Regular - General Government-3.

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?
No Vote	No General Fund Impact

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: Regular - General Government-4.

SUBJECT:

Appoint Director of Resource Management

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 Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Appoint Paul Hellman as the Shasta County Director of Resource Management; and (2) establish Mr. Hellman's start date as August 19, 2018 with Mr. Hellman's starting salary at C-step (\$63.30 per hour/\$10,973 per month) of the salary range for the position of Director of Resource Management.

SUMMARY

N/A

DISCUSSION

Due to the announced retirement of the current Director of Resource Management, and pursuant to Shasta County Code section 8.02.040(A) and the Shasta County Personnel Rules Section 6.11 (E)(2), the Shasta County Executive Officer recommends that the Board of Supervisors appoint Paul Hellman to the position of Director of Resource Management. It is also recommended that the Board establish his start date as August 19, 2018 with Mr. Hellman's starting salary at the C-step of the Director of Resource Management salary range.

ALTERNATIVES

The Board may choose not to approve this recommendation and consider making a different appointment to the position of Director of Resource Management. The Board may also choose to establish a different start date for Mr. Hellman and/or establish Mr. Hellman's compensation at a different salary pay step for the position of Director of Resource Management.

OTHER AGENCY INVOLVEMENT

The County Executive Officer makes this recommendation and the County Counsel has reviewed this recommendation.

FINANCING

There is no additional financial impact for this recommendation.

cc: Larry Lees, County Executive Officer
Terri Howat, Administrative Fiscal Chief
Ayla Tucker, Administrative Analyst I
Angela Davis, Director of Support Services
Kari Hallstrom, Personnel Analyst II
Melissa Merritt, Agency Staff Services Analyst I-Confidential

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018
CATEGORY: Regular - General Government-6.

SUBJECT:

Urgency Ordinance for Debris Removal Due to the Carr Fire

DEPARTMENT: Administrative Office
County Counsel

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 and Rubin Cruse, Jr., County Counsel

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

RECOMMENDATION

Take the following actions: (1) Introduce, waive the reading of, and enact An Urgency Ordinance of the Board of Supervisors of the County of Shasta, State of California, Establishing Requirements for the Removal of Fire-Damaged Debris from Private Property Following the Carr Fire; and (2) find the ordinance is exempt from the requirements of the California Environmental Quality Act for the reasons stated in the ordinance.

SUMMARY

The proposed Shasta County Carr Fire Cleanup Emergency Ordinance will ensure that privately-owned properties affected by the Carr Fire are made safe and ready for reconstruction or repair, and provide for the orderly administration of the California Governor’s Office of Emergency Services (OES) public cleanup program in coordination with an alternative program for property owners that opt out of that program or are ineligible. Staff have been working with local, state, and federal partners on the OES public program and the alternative program.

DISCUSSION

A large number of residential and commercial structures have burned in the Carr Fire. If affected property owners are eligible for and opt into the OES public cleanup program the sole requirement is that they execute a Right of Entry agreement allowing OES to begin work. All cleanup services will be provided free of cost to the property owner as quickly as possible and in a way that is protective of public health. If property owners have homeowner’s insurance that specifically provides for debris removal, this amount will be collected to offset costs and to comply with federal law prohibiting the duplication of benefits. If property owners have no such specific and separate coverage for debris removal, but debris removal coverage is included within a larger coverage category, payment to County shall be limited to the unused benefit amount in that coverage category after the residence is rebuilt. Property owners participating in the OES program would not be required to obtain permits or approvals for debris cleanup of structures other than the Right of Entry agreement. The ordinance provides that the Board may set deadlines for the submission of the agreement by resolution. Staff intends to propose a resolution setting the deadline in the near future.

The proposed ordinance also creates an alternative program. If property owners opt out of the OES program or are not eligible, and if they propose to use private contractors, they would be required to meet the same standards for removal, transport and disposal of hazardous materials that will apply in the OES debris removal program to ensure the safety of the public and protect the environment. The alternative program will require an application that identifies the appropriate licensed contractors. After the application is approved and the work is completed, the property owner will submit an application for certification to the County.

Upon approved completion, the property will be safe and ready for rebuilding. The County’s goal is to protect public health, to make the requirements clear and consistent in Shasta County, and to facilitate rebuilding as quickly as possible. Based on experience in other California jurisdictions, a typically small number of property owners will fail to either utilize the public program or pursue the alternative program. Staff will return to the Board with proposed deadlines. If properties are not cleaned, then abatement will likely be required at the property owner's expense to protect neighborhoods, the community, and the environment.

The Shasta County Executive Officer is responsible for the overall management of the debris removal process in response to the Carr Fire. In this role, the County Executive Officer will rely on the support of, and delegate responsibility to, other County departments in support of the debris removal process.

ALTERNATIVES

The Board may suggest alternative language for the ordinance.

OTHER AGENCY INVOLVEMENT

Sample documents were provided by County of Sonoma. Collaboration included Public Works, Resource Management, and the Health and Human Services Agency - Public Health Branch. County Counsel approved the ordinance as to form.

FINANCING

Expenses related to Carr Fire are not included in the Fiscal Year 18/19 County Budget. Fiscal impacts resulting from the Carr Fire are separate from this requested action. There is no additional General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Draft Ordinance	8/9/2018	Draft Ordinance

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SHASTA, STATE OF CALIFORNIA, ESTABLISHING
REQUIREMENTS FOR THE REMOVAL OF FIRE DAMAGED DEBRIS FROM
PRIVATE PROPERTY FOLLOWING THE CARR FIRE
URGENCY ORDINANCE: 4/5 VOTE REQUIRED

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

Section I. This ordinance shall be known as the Shasta County Carr Fire Cleanup Emergency Ordinance.

Section II. Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. A large number of residential and commercial structures have burned in the Carr Fire.
2. The potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential and commercial structure fires can contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented.
3. The combustion of building materials such as siding, roofing tiles, and insulation can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have also burned in the fire, also producing hazardous materials.
4. Exposure to hazardous substances may lead to acute and chronic health effects, and may potentially cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.
5. Standards and removal procedures are needed immediately to protect the environment and public health, and to facilitate coordinated and effective

mitigation of the risks to the environment and public health from the health hazards generated in the Carr Fire disaster.

6. On August 1, 2018, pursuant to California Health and Safety Code sections 101075 through 101095 and 101040, the County Health Officer issued a "Proclamation of a Local Health Emergency" due to the threats to public health posed by the existence of wildfires burning throughout the County known as the Carr Fire (the "Order").
7. The Order prohibits removal of fire debris from residential properties without first obtaining a hazardous materials inspection from the United States Environmental Protection Agency or the California Department of Toxic Substances Control. Pending the enactment of additional requirements to address the Carr Fire disaster clean up, the Order prohibits, among other things, removal of fire-generated waste and debris without a hazardous materials inspection conducted by U.S. Environmental Protection Agency, California Department of Toxic Substances Control, or Shasta County Environmental Health Division personnel.
8. It is essential that this ordinance become immediately effective in order to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate the orderly response to the Carr Fire disaster.

Section III. Removal of Fire Damaged Debris from Private Property.

1. Definitions.

- (a) Director. The term Director shall mean the Shasta County Director of Environmental Health or his/her designee.
- (b) OES Program. For purposes of this ordinance, the term "OES Program" shall mean the fire damage debris clearance program operated by the Office of Emergency Services for the Carr Fire in conjunction with other State and Federal agencies.
- (c) Alternative Program: For purposes of this ordinance, the term "Alternative Program" shall mean the requirements for inspections and clean up established by the County of Shasta for property owners that opt out of or are ineligible for the OES Program.
- (d) Private Action. For the purposes of this ordinance, the term "private action" shall mean the removal of fire debris from private property damaged by the Carr Fire by persons not eligible for or opting out of the OES Program.

- (e) Removal of Fire Debris. The term "removal of fire debris" as used in this ordinance includes all cleanup of fire debris from structures resulting from the Carr Fire, including removal, transport and disposal of fire debris, but it does not include the removal of personal property from residential sites unless such removal of personal property involves cleanup and the removal of ash from the property.
- (f) Right of Entry Permit. The term "Right of Entry Permit" means the Debris Removal Right-of-Entry Permit (For Providing Debris Removal on Private Property) approved by the California Office of Emergency Services for use in the cleanup after the Carr Fire.
- (g) Board. The term "Board" means the Board of Supervisors.

2. Term of this Ordinance.

This ordinance shall take effect immediately upon adoption and shall remain in effect until the cleanup of fire debris has been completed on all properties damaged by the Carr Fire.

3. Prohibition on Removal Fire Debris from Private Property.

No fire debris from structures shall be removed from private property without a hazardous materials inspection conducted either by the U.S. Environmental Protection Agency or California Department of Toxic Substances Control through the Office of Emergency Services' fire debris clearance program; or by another state or federal agency with the appropriate expertise approved by the Director through the Alternative Program.

4. Removal of Fire Debris through the OES Program.

- (a) Effect of the Right of Entry Permit: The Right of Entry Permit shall function as the sole permit and authorization for participation in the OES Program.
- (b) Notwithstanding any contrary provision in the Shasta County Code, no county approvals or permits for fire debris removal are required for structures participating in the OES Program, other than the Right of Entry agreement.

5. Removal of Fire Debris through the Alternative Program.

- (a) The County shall administratively adopt and administer the Alternative Program in the unincorporated areas of Shasta County under the supervision of the County Executive Officer or his/her designee. The County shall utilize the state and federal standards and cleanup goals of the OES Program as the standards for the Alternative Program. Under the supervision of the County Executive Officer or his/her designee, the

County may administratively update these standards as necessary to address ongoing changes in the administration of the OES Program and the need to efficiently remove hazardous fire debris from the community.

- (b) For those persons who are not eligible for the OES Program, or who opt out of the OES Program, private action to remove fire debris from fire-damaged properties is prohibited unless and until a hazardous materials inspection has been performed and authorization from the Director has been provided pursuant to the Alternative Program.
- (c) The Alternative Program shall require an application that identifies the appropriate licensed contractors who will perform the work and the submission of plans that demonstrate that the standards established in the Alternative Program will be met. Work shall not begin until the County approves the application and issues a demolition permit. The County may rely upon the subject matter expertise of multiple departments or agencies in deciding whether to approve the application.
- (d) Upon completion of the work described in the approved plans, the Alternative Program shall require an application for certification of successful completion of the work required by the Alternative Program.
- (e) A county demolition permit shall be required for private debris removal work for which the Director has issued an approval allowing such work to proceed.
- (f) The City of Redding shall administer its own alternative program within its jurisdictional boundaries and the Director may assist the City of Redding in the enforcement of that alternative program. The Director shall be notified of applications within the City's alternative program, and compliance with the City's program is sufficient for the Order.

6. Hold on Building Permits.

- (a) Any issued County of Shasta building permit to repair or reconstruct a fire damaged structure or private infrastructure shall be held in abeyance and not acted upon until fire debris cleanup is completed on the affected property and completion is confirmed to the County Building Official, either through the OES Program or through the Alternative Program.

7. Deadlines and Enforcement.

- (a) The Board may set deadlines for filing either an acceptable Right of Entry Permit in the OES Program or an acceptable application for the Alternative Program by resolution.

- (b) Properties that have fire ash and debris from the Carr Fire and that have neither an approved Right of Entry Permit for the OES Program nor an approved application for the Alternative Program by the deadline set by the Board are hereby declared a nuisance and health hazard.
- (c) The Board may set deadlines for the completion of work in the Alternative Program by resolution. Properties that have fire ash and debris from the Carr Fire after that deadline are hereby declared a nuisance and health hazard.
- (d) The Board's intent is to facilitate orderly remediation of a large scale disaster. Nothing in these deadlines shall limit the authority of the County to abate hazards more quickly where required by exigent circumstances. Nothing in this ordinance or in these deadline limits the authority of the Health Officer to require preventive measures as defined in Health and Safety Code section 101040.
- (e) Enforcement and Abatement.
 - (1) General Enforcement action. When the Director determines that an activity is being performed in violation of this Ordinance, the Director may initiate an enforcement action using the process set forth in the Shasta County Code and may seek the imposition of costs and civil penalties pursuant to the Shasta County Code. Nothing in this provision is intended to prevent alternate enforcement mechanisms, including but not limited to, health officer orders pursuant to Health & Safety Code section 101040.
 - (2) Summary Abatement. Pursuant to the authority of Cal. Const., art. XI, Section 7; Health & Safety Code Section 101040, Government Code Section 25845, and the Shasta County Code, if the Director determines that a violation of this ordinance has created an emergency condition which seriously endangers the public health or safety, the County may abate the condition within the unincorporated territory of the County of Shasta. The costs shall be charged to the property owner(s) and the County may, at its option, recover the same in an administrative or civil action. Such charges shall be in addition to any penalty for a violation of this Ordinance.
 - (i) Pre-Abatement Notice. Unless emergency conditions preclude doing so, the Director shall issue a Summary Abatement Notice and Order with reasonable notice. The Notice and Order shall be mailed to the property owner(s) as listed on the last equalized tax roll. A summary of the Notice and Order shall be posted in a conspicuous location on the property to be abated at least 10 calendar days prior to the summary abatement action.
 - (ii) Appeal and Waiver. The property owner(s) or any person or entity having a legal interest in the property may submit a written appeal of the Director's Order to the County Executive Officer or his/her designee no later than 10 calendar days from the date of mailing of the Notice and Order. The written appeal shall

state the basis for the appeal. The County Executive Officer or his/her designee shall review the appeal and shall issue a written decision (the "Decision") no later than 10 calendar days after receipt. The Decision shall uphold, rescind or modify the determination of the Notice and Order. The Decision on the appeal shall be final. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the summary abatement.

(iii) Post Abatement Notice. After the summary abatement is completed, the Director shall serve the property owner(s) with a post abatement notice that sets forth: (a) The actions taken by the County; (b) the reasons for the actions; (c) a statement of the costs, expenses and attorneys fees, if any, of the abatement and notice of the County's intent to collect those costs; and (d) right to appeal the costs determination within 10 calendar days of the notice. If the property owner is responsible for any costs, expenses or attorney's fees, such costs shall become a lien against the property and a Notice of Abatement Lien may be recorded.

(iv) Post Abatement Costs Appeal. If the property owner(s) or anyone with a legal interest in the property submits a timely costs appeal, the County shall schedule an administrative hearing on the matter and provide the appealing party with reasonable notice of the hearing. The hearing officer shall conduct an administrative hearing where each party shall have the opportunity to present evidence and the County shall have the obligation to establish that the costs, including expenses and attorney's fees, if any, incurred for the summary abatement were necessary by a preponderance of the evidence. After the hearing, the hearing officer shall issue a written decision and order that shall be served upon the appealing party within 30 calendar days of the hearing unless extended by agreement of the parties.

(3) Judicial Enforcement Action. County Counsel is authorized to initiate judicial enforcement as to a violation of any provision of this Ordinance without further Board approval.

(4) Remedies not exclusive. The remedies identified are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this chapter shall be cumulative and not exclusive. Should action be initiated under the Enforcement & Abatement provisions of this Urgency Ordinance, the Enforcement & Abatement provisions of this Urgency Ordinance shall control over any provisions in the Shasta County Code.

Section IV. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the

Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Section V. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section VI. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. The Clerk shall cause this ordinance to be published as required by law.

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

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: August 14, 2018

CATEGORY: Regular - Health and Human Services-7.

SUBJECT:

Resolution to Proclaim Continuation of a Local Health Emergency due to the Carr Fire

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

DEPARTMENT CONTACT: Matthew Gieck, Executive Assistant – Confidential (530) 225-5594

STAFF REPORT APPROVED BY: HHSA: HHSA-PH Director; Public Health Officer; Dir. of Resource Mgmt; Environmental Health Dir.

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

RECOMMENDATION

Adopt a resolution recognizing that the circumstances and factors which led to the August 6, 2018, ratification of a proclamation of a local health emergency due to immediate threats to public health and safety in Shasta County based on the expected presence of fire-generated hazardous debris and toxic ash from the Carr Fire have not been resolved and that there is a need for continuation of the proclamation.

SUMMARY

N/A

DISCUSSION

The Carr Fire began in Shasta County on July 23, 2018 at approximately 1:15 p.m. Since that date, the fire has entered Trinity County and grown to more than 173,000 acres. As of August 8, 2018, the Carr Fire was 47% contained; 1,077 residences, 22 commercial structures, 500 outbuildings have been destroyed; in addition, 191 residences, 26 commercial structures, and 65 outbuildings have been damaged.

On August 6, 2018, the Shasta County Board of Supervisors adopted Resolution No. 2018-068 which ratified the Shasta County Health Officer's August 1, 2018 (in accordance with Health and Safety Code section 101080) declaration of a local health emergency due to immediate potential public health and safety threats arising from the combustion of building materials and household hazardous substances, resulting in fire-generated hazardous debris and toxic ash due to the Carr Fire. Board continuation of a local health emergency must occur at least every 14 days unless a waiver is obtained by the Governor's Office of Emergency Services.

There is a continued, imminent threat to public health and safety due to fire-generated potentially hazardous debris and toxic ash including but not limited to toxic, flammable, corrosive and reactive materials, and biologic agents on public and private property. Combusted building materials such as siding, roofing tiles, and insulation results in dangerous ash that may contain

asbestos, heavy metals (such as lead and arsenic), and other hazardous substances. Household hazardous substances may include items such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and other chemicals that may have been burned or released in the fire, such as from burned plastics, electronic devices, appliances, batteries, and auto parts and fluids. These chemicals can pose a threat via air, unintentional ingestion (e.g. young children or pets), contact or via impact on water supplies. Biologic agents such as from deceased animals, accumulations of spoiled perishable foods and other organic materials also pose an imminent and proximate threat. Exposure to these fire-generated toxic materials and hazardous substances during fire debris removal activities may lead to acute and/or chronic health effects and may cause long-term public health and environmental impacts.

Approval of the proposed resolution will continue the Shasta County local health emergency proclamation.

ALTERNATIVES

The Board could choose not to adopt the resolution, but that would impact State of California assistance with removal of hazardous waste and debris from affected sites in Shasta County.

OTHER AGENCY INVOLVEMENT

In addition to the Health and Human Services Agency – Public Health Branch, the Shasta County Department of Resource Management – Environmental Health Division collaborated on this item. County Counsel approved the resolution as to form. The County Administrative Office has reviewed the recommendation.

FINANCING

Expenses related to Carr Fire were not included in the FY 18/19 County Budget. Fiscal impacts resulting from the Carr Fire are separate from this requested action. There is no additional General Fund impact associated with this resolution continuing the declaration of a Local Public Health Emergency.

ATTACHMENTS:

Description	Upload Date	Description
Resolution for Continuance	8/9/2018	Resolution for Continuance

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
PROCLAIMING CONTINUATION OF A LOCAL HEALTH EMERGENCY RELATED TO
THE CARR FIRE**

WHEREAS, pursuant to Health and Safety Code section 101080, the Health Officer for the County of Shasta is authorized to proclaim the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven days, and subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and

WHEREAS, conditions of imminent and proximate threat of the introduction of health hazards to the safety of persons and property have arisen within the County of Shasta, in that conditions of the Carr Fire beginning on July 23, 2018, have created and are continuing to create debris and potentially toxic ash, which may be or which may become hazardous waste and a threat to public health; and

WHEREAS, on July 26, 2018, the Shasta County Emergency Services Director (Sheriff) proclaimed the existence of a local emergency due to the Carr Fire in Shasta County and such proclamation was confirmed and ratified by the Shasta County Board of Supervisors through Resolution No. 2018-067 on July 30, 2018; and

WHEREAS, the scope of disaster caused by the fast-moving and widespread scope of the destruction of the fire, including loss of many homes and evacuation of thousands of people, has caused the Governor of the State of California to proclaim a State of Emergency on July 26, 2018, and declare eligibility for Fire Management Assistance Grant and other relief programs; and

WHEREAS, on July 28, 2018, President Donald J. Trump declared the existence of a major disaster in the State of California and ordered Federal aid to supplement State and local recovery efforts in the areas affected by wildfires, including the Carr Fire, beginning on July 23, 2018, and continuing; and

WHEREAS, on August 1, 2018, the Shasta County Health Officer proclaimed a local health emergency due to the hazards of the Carr Fire at which time the Board of Supervisors was not in session; and

WHEREAS, on August 1, 2018, the County Executive Officer submitted a letter to the California Governor's Office of Emergency Services requesting direct assistance from the State of California to remove hazardous waste and debris from the property sites within the Carr Fire areas and that such cleanup and removal be commenced as soon as possible; and

WHEREAS, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous substances, and household hazardous substances such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned or been released in the fire, producing hazardous substances; and

Resolution No. 2018-
August 14, 2018
Page 2 of 2

WHEREAS, exposure to hazardous substances may lead to acute and/or chronic health effects and may cause long-term public health and environmental health impacts; uncontrolled hazardous substances and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies; and improper handling can expose residents and workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substance within communities; and

WHEREAS, the Board of Supervisors found on August 6, 2018, by adoption of Resolution No. 2018-068 that the aforesaid conditions of imminent and proximate threat of the introduction of health hazards did warrant and necessitate the proclamation of the existence of a local health emergency and request for direct assistance from the State of California to remove hazardous waste and debris from the property sites within the Carr Fire areas in Shasta County and that such cleanup and removal be commenced as soon as possible; and

WHEREAS, as of August 8, 2018, the Carr Fire continues to burn in Shasta County and is 47% contained; and

WHEREAS, exposure to fire-generated toxic materials and hazardous substances continues due to fire debris removal activities at affected sites.

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED, by the Board of Supervisors of the County of Shasta that a local health emergency due to effects from the Carr Fire continues to exist in Shasta County.

NOW BE IT FURTHER RESOLVED, PROCLAIMED, AND ORDERED that this Board of Supervisors shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by this Board.

DULY PASSED AND ADOPTED this 14th day of August, 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