



# SHASTA COUNTY

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## 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, October 16, 2018, 9:00 AM**

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

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

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

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

### **CALL TO ORDER**

Invocation: Pastor Steve McCollum, Millville Community 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 proclamation of commendation for the Fall River Valley Library.

**No General Fund Impact**

**Simple Majority Vote**

**R 2 Board Matters**

Adopt a proclamation which designates October 2018 as "Domestic Violence 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 \$31,237.14, as submitted.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 2 Clerk of the Board**

Adopt a resolution which approves the Conflict of Interest Code of the Shasta County Consolidated Oversight Board.

**No General Fund Impact**

**Simple Majority Vote**

**C 3 Clerk of the Board**

Approve the minutes of the meeting held on October 2, 2018, as submitted.

**No General Fund Impact**

**Simple Majority Vote**

**C 4 Clerk of the Board**

Appoint Kim Faires to the Shasta Public Libraries Citizens Advisory Committee for an unexpired term to November 30, 2020.

**No General Fund Impact**

**Simple Majority Vote**

**C 5 Clerk of the Board**

Take the following actions regarding the Western Shasta Resource Conservation District Board of Directors: (1) Determine that Melissa Markee and Lois Kaufman have demonstrated interests in soil and water conservation; (2) appoint Ms. Markee and Ms. Kaufman to fill unexpired terms to November 2018; and (3) appoint Ms. Markee and Ms. Kaufman to additional four-year terms to expire November 2022.

**No General Fund Impact**

**Simple Majority Vote**

**C 6 County Counsel**

Approve and authorize the Chairman to sign a retroactive addendum, effective June 3, 2018, to the agreement with Thomson Reuters Elite to continue to provide computer software, training and annual maintenance, to extend the term three years, and to increase the maximum compensation by \$10,000 to an amount not to exceed \$60,000 for six years through June 2, 2021.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 7 Support Services-Purchasing**

Approve and authorize the Support Services, Purchasing Unit, to dispose of 14 antique chairs and one antique shelf base.

**General Fund Impact**

**Simple Majority Vote**

**HEALTH AND HUMAN SERVICES**

**C 8 Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the agreement with Northern Valley Catholic Social Service to provide parenting education known as the Positive Parenting Program to extend the agreement for one additional year to June 30, 2019 and increase maximum compensation payable to Consultant by \$48,156 (for a new total not to exceed \$96,312).

**No Additional General Fund Impact                      Simple Majority Vote**  
**C 9      Health and Human Services Agency-Office of the Director**

Approve and authorize the Health and Human Services Agency Director to sign a letter to the Mental Health Services Oversight and Accountability Commission to request a one-year extension of the Mental Health Services Act Innovation Plan: CARE Center for Shasta County.

**No Additional General Fund Impact                      Simple Majority Vote**  
**C 10      Health and Human Services Agency-Public Health**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Basic Laboratory, Inc. in an amount not to exceed \$10,000 to provide water quality testing services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**No Additional General Fund Impact                      Simple Majority Vote**  
**C 11      Health and Human Services Agency-Public Health**

Take the following actions: (1) Approve and authorize the Chairman (as 1st Authorized Official) and the Vice Chairman (as 2nd Authorized Official) to sign the Medicare Enrollment application to update provider information for Public Health mass immunizations; (2) approve and authorize the County Executive Officer (as 1st Delegated Official) and the Health and Human Services Agency (HHSA) Director (as 2nd Delegated Official) to sign the Medicare Enrollment application which designates authority to sign future Medicare certification statements; (3) approve and authorize the HHSA Director to sign the Medicare participating physician or supplier agreement; and (4) authorize the Chairman to sign a letter attesting to County's legal and financial responsibilities related to Medicare payments received by the County.

**No Additional General Fund Impact                      Simple Majority Vote**  
**C 12      Health and Human Services Agency-Regional Services**

Take the following actions regarding the Opportunity Center's (OC) mail room mail processing equipment lease to approve and authorize the: (1) Chairman to sign a Why Wait Program Agreement with MailFinance, Inc., a Neopost USA Company (Neopost) at the current cost of \$1,486.82 per month, paid in advance, with no maximum compensation, to receive new mail processing equipment under the terms of the current lease agreement until the end of the current term on November 5, 2018; (2) Chairman to sign a renewal Government Product Lease Agreement, which includes a Postage Meter Rental Agreement, Account Agreement, and an Online Services and Software Agreement, with Neopost at the current cost of \$1,783.45 per month, paid in advance, in an amount not to exceed \$107,007 to provide mail processing equipment for the period November 6, 2018 through November 5, 2023; and (3) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor amendments, including retroactive, that do not result in a



substantial or functional change to the original intent of the agreement and do not result in an increase of compensation of more than 10 percent of the monthly total compensation for the period November 6, 2018 through November 5, 2023, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No General Fund Impact**

**Simple Majority Vote**

## **LAW AND JUSTICE**

### **C 13 Sheriff**

Adopt a resolution which recognizes that the circumstances and factors that led to the July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

**General Fund Impact**

**Simple Majority Vote**

### **C 14 Sheriff**

Adopt a resolution which recognizes that the circumstances and factors that led to the September 11, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Delta Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

**General Fund Impact**

**Simple Majority Vote**

## **PUBLIC WORKS**

### **C 15 Public Works**

Approve and authorize the Chairman to sign: (1) A retroactive agreement, with Call Center Sales Pro, dba Redding Telephone Answering Service, for a total not to exceed \$10,000, to provide elevator emergency phone monitoring at County facilities for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals; and (2) an amendment, effective date of signing, to the agreement with California Safety, Inc. to remove the responsibility for elevator emergency phone monitoring at County facilities.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **REGULAR CALENDAR, CONTINUED**

## **GENERAL GOVERNMENT**

### **R 3 Administrative Office**

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

**No General Fund Impact**

**No Vote**

## **CLOSED SESSION ANNOUNCEMENT**

**R 4     The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 25 minutes):**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

(Government Code section 54956.9, subdivision (d), paragraph (1)):

Name of Cases: *Robert Bradshaw v. Shasta County Board of Supervisors, et al.*

**CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code section 54957.6):

Agency Negotiators: County Executive Officer Larry Lees  
Personnel Director Angela Davis

Employee Organization: Shasta County Deputy Sheriffs' Association -  
Deputy Sheriffs, Sergeant, and District 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:
10/23/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/30/2018		<b>Board of Supervisors Meeting Canceled</b>	
11/06/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
11/06/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
11/08/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
11/13/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
11/20/2018		<b>Board of Supervisors Meeting Canceled</b>	

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

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

The Board of Supervisors meetings are viewable on Shasta County's website at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

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

This document and other Board of Supervisors documents are available online at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

N/A

**DEPARTMENT:** Board Matters

**Supervisory District No. :** 3

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

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

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

**RECOMMENDATION**

Adopt a proclamation of commendation for the Fall River Valley Library.

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FINANCING**

N/A

**ATTACHMENTS:**

Description

Upload Date

Description

Fall River Valley Library



# Shasta County Board of Supervisors Proclamation

## Fall River Valley Library

**WHEREAS**, the Fall River Valley Library serves the residents of the Intermountain Valley Community by providing valuable resources for personal enrichment, enjoyment, and educational needs; and

**WHEREAS**, the Library meets important needs in the rural intermountain area by providing practical access to all forms of media; and

**WHEREAS**, the Library serves community members of all ages and especially recognizes a strong responsibility to offer a place for children to discover the joy of reading and the value of libraries; and

**WHEREAS**, the Library offers much-needed meeting space for local community groups to gather and collaborate; and

**WHEREAS**, the Library is a volunteer-based not-for-profit organization and relies on support from the community in order to continue its work; and

**WHEREAS**, the Library celebrates thirty years of operation as an independent library on October 20, 2018;

**NOW, THEREFORE, BE IT RESOLVED** that the Shasta County Board of Supervisors hereby commends the Fall River Valley Library for its important work in service to residents of Shasta County.

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Les Baugh, Chairman

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October 16, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

Domestic Violence Awareness Month Proclamation

**DEPARTMENT:** Board Matters

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Stephanie Bridgett, District Attorney (530) 245-6300

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

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

**RECOMMENDATION**

Adopt a proclamation which designates October 2018 as "Domestic Violence Awareness Month" in Shasta County.

**SUMMARY**

N/A

**DISCUSSION**

The proposed proclamation will be presented to the Shasta County District Attorney's Office and One Safe Place and will designate October 2018 as "Domestic Violence Awareness Month" in Shasta County. The proclamation is one of the activities sponsored by both agencies to highlight the needs and rights of victims of domestic violence.

Every October, Domestic Violence Awareness Month brings an opportunity to focus awareness on victims of this crime and its prevention. The Board of Supervisors' proclamation will show their support in recognizing domestic violence as a major public safety issue and support the need for prevention and awareness efforts in Shasta County.

**ALTERNATIVES**

The alternative is not approving the proclamation in which case, the proclamation would not be included in the activities of Domestic Violence Awareness Month.

**OTHER AGENCY INVOLVEMENT**

One Safe Place partnered with the District Attorney's Office in support of this proclamation.

**FINANCING**

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

ATTACHMENTS:

Description	Upload Date	Description
DV Proclamation 2018	10/8/2018	DV Proclamation 2018



# Shasta County Board of Supervisors Proclamation

## Domestic Violence Awareness Month October 2018

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, and economic control and/or abuse; and

**WHEREAS**, domestic violence not only affects those who are abused, but also has a substantial effect on family members, friends, co-workers, and the community at large. Children who grow up witnessing domestic violence are among those most seriously affected by this crime. Frequent exposure to violence in the home not only predisposes children to numerous social and physical problems, but also teaches them that violence is a normal way of life, therefore increasing their risk of becoming society's next generation of victims and abusers; and

**WHEREAS**, although we have made substantial progress in reducing domestic violence, one in four women and one in seven men still suffer serious physical violence at the hands of an intimate partner at least once during their lifetimes. Every day, three women and one man lose their lives in the United States as a result of domestic violence. Many victims live in daily, silent fear within their own homes each year; and

**WHEREAS**, the impact of domestic violence is wide-ranging, directly effecting individuals and society as a whole throughout the United States and the world, cutting across all economic, racial, gender, and societal barriers; and the citizens of Shasta County have consistently identified domestic violence as a major community health problem; and

**WHEREAS**, the coordinated community efforts of individuals and organizations in Shasta County have come together to provide hope and assistance for all members of families torn apart by the heinous crime of domestic violence, as well as prevention education for everyone in our community;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaims the month of October 2018 as **Domestic Violence Awareness Month** in Shasta County, in recognition of the important work done by domestic violence programs and encourages all citizens to speak out against domestic violence, actively participating in and supporting the local efforts of One SAFE Place and the Shasta County District Attorney's Office to provide critical advocacy and assistance for victims of domestic violence, and to work toward the prevention, and ultimately the elimination, of domestic violence.

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Les Baugh, Chairman

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October 16, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign the County claims list in the amount of \$31,237.14, as submitted.

**SUMMARY**

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FINANCING**

**ATTACHMENTS:**

Description	Upload Date	Description
Board Claims List	10/8/2018	Board Claims List


ORIGINAL

COUNTY OF SHASTA  
OFFICE OF AUDITOR-CONTROLLER  
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO  
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER  
10/16/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
00377/033500	ROADS	J&J PUMPS INC	HEAT SHRINK KIT	\$ 31,237.14	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
	TOTAL			\$ 31,237.14		

**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: 10/8/18 Signature: Lynette Buell 

**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

**COUNTY**  
**OF**  
**SHASTA**

**DEPARTMENT OF PUBLIC WORKS**

*Pat Minturn, Director*

**MEMORANDUM**

FFM 020004

**DATE:** October 2, 2018

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

**FROM:** Troy Bartolomei, Deputy Director 

**SUBJECT:** Board Claim – J&J Pumps, Invoice #6974 for \$31,237.14

CSA No. 6-Jones Valley Water (CSA) pumps water out of Shasta Lake. The water is filtered, chlorinated, stored and delivered to 500 customers. There are no interconnections or other alternate sources of supply.

The CSA has three pumps in separate casings in the Lake. A single pump is adequate to meet current peak demand with available storage. Last winter, Pump #3 failed. This summer, Pump #2 failed and Pump #1 began to produce error codes. Faulty power is suspected but the cause is as yet inconclusive.

When Pump #2 failed staff immediately ordered a replacement pump. When Pump #1 started producing error codes staff brought in a generator and instructed J&J Pumps to install the new pump in the #3 casing. The County has an aggregate contract with J&J Pumps but installation exceeded the contract amount. Pump #1 continues in service with the new Pump #3 on standby.

Please approve payment of Invoice #6974 (attached) in the amount of \$31,237.14.

/ldr  
Attachment



Invoice Date

9/11/2018

INVOICE

INV6974

Job At:

ELK TRAIL

## Bill To:

SHASTA CO. PUBLIC WORKS  
1855 PLACER ST.  
REDDING, CA 96001

**PLEASE PAY  
THIS AMOUNT**

\$31,237.14

Make checks payable to:

J &amp; J PUMPS, INC.

4952 S. BARNEY RD.

ANDERSON, CA 96007

☐ Please check box if address is incorrect or has changed, and  
indicate change(s) on reverse side.

Have E-Mail? Please write it here: \_\_\_\_\_

-----  
PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

J & J PUMPS, INC.  
4952 S. BARNEY RD.  
ANDERSON, CA 96007

Phone No.	Terms	Due Date	Rep	County
262-4398	DUE UPON C...	9/11/2018	CF	SHASTA

Description	Qty	Rate	Amount
HEAT SHRINK KIT	1	32.00	32.00T
4" GALVANIZED PIPE COUPLINGS	15	69.54	1,043.10T
SST COUPLING		358.13	358.13T
LABOR: MOBILIZATION, DE-MOB., CRANE, CREW & EQUIPMENT TO RE-INSTALL PUMP. INCLUDES PREPARATION OF DATA FROM POWER LOGGER AND SENDING TO SHASTA COUNTY. INCLUDES LABOR FOR RETURN SERVICE CALL FOR SYSTEM START UP SERVICES AND HELP PROGRAMMING THE DRIVES WITH PATRICK/BAT		29,700.00	29,700.00
<p style="text-align: center;"><b>RECEIVED</b> SEP 13 2018 PUBLIC WORKS</p> <p>VEND003095EM PO _____ PMNTAPPRVD ORG KEY 00377 ACCT# 03350 WO# _____ COST CTR 999-0999</p>			

THERE WILL BE A \$25 CHARGE FOR ALL RETURNED CHECKS.  
AN ANNUAL INTEREST RATE OF 18% WILL BE ASSESSED ON  
ALL UNPAID BALANCES AFTER 15 DAYS. CUSTOMER AGREES  
TO PAY ALL ATTORNEY FEES SHOULD COLLECTION BE  
NECESSARY.

Subtotal	\$31,133.23
Sales Tax (7.25%)	\$103.91
Total	\$31,237.14
Payments/Credits	\$0.00
Balance Due	\$31,237.14

Billing Inquiries? Call 530-222-3393

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**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** October 16, 2018

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

**SUBJECT:**

Conflict of Interest Code for the Shasta County Consolidated Oversight Board

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which approves the Conflict of Interest Code of the Shasta County Consolidated Oversight Board.

**SUMMARY**

Government Code (GC) section 87300 mandates state and local government agencies to adopt and promulgate a Conflict of Interest (COI) Code. GC section 87303 provides that a conflict of interest code shall not be effective until it has been approved by the code reviewing body; GC section 82041 describes consolidated oversight boards as a "local government agency"; and GC section 82011(b) defines a board of supervisors as the code reviewing body for local government agencies.

**DISCUSSION**

Pursuant to Health and Safety Code section 34179, a single consolidated oversight board was recently formed from the three oversight boards to the Successor Agencies of the former redevelopment agencies in Shasta County. The Shasta County Consolidated Oversight Board (SCCOB) convened its first meeting on July 9, 2018.

At its first meeting, the SCCOB unanimously approved a COI Code and forwarded this code to the Board of Supervisors for approval. As the code reviewing body, the Board of Supervisors must approve the COI Code for it to be effective.

**ALTERNATIVES**

The Board could choose not to approve the Conflict of Interest Code; however, this will leave the SCCOB out of compliance with Government Code section 87303 and the California Fair Political Practices Commission regulations.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the Conflict of Interest Code and has approved it as to form.

**FINANCING**

There is no General Fund impact associated with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution to Approve COI Code	10/2/2018	Resolution to Approve COI Code
Exhibit A COI Code	10/2/2018	Exhibit A COI Code



**RESOLUTION NO. 2018-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
APPROVING THE CONFLICT OF INTEREST CODE  
OF THE SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD**

**WHEREAS**, the Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

**WHEREAS**, the County of Shasta is the code-reviewing body for the Shasta County Consolidated Oversight Board; and

**WHEREAS**, the Shasta County Consolidated Oversight Board has adopted a conflict of interest code, which is attached as Exhibit A and incorporated herein;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta approves the conflict of interest code for the Shasta County Consolidated Oversight Board, which is attached as Exhibit A and incorporated herein.

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

AYES:  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

RESOLUTION NO. 2018-04

RESOLUTION OF THE SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD ADOPTING  
A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes;

WHEREAS, Shasta County Consolidated Oversight Board (the "Oversight Board") is organized pursuant to Chapter 4 (commencing with Section 34179) of Part 1.85 of Division 24 of the Health and Safety Code, and is subject to the requirements of the Political Reform Act;

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code;

WHEREAS, this standard code may be incorporated by reference, and if the terms of the regulation are substituted for the terms of a conflict of interest code already in effect, the adopted regulation shall constitute an amendment of the conflict of interest code;

WHEREAS, the Oversight Board desires to adopt a Conflict of Interest Code to comply with the Political Reform Act.

NOW THEREFORE BE IT RESOLVED, by the Oversight Board:

Section 1. Section 18730 of Title 2 of the California Code of Regulations, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby adopted and incorporated by reference as the Conflict of Interest Code for the Oversight Board. This Regulation and Attachment A to this Resolution, in which members and employees are designated and disclosure categories are set forth and explained, shall constitute the Conflict of Interest Code of the Shasta County Consolidated Oversight Board.

Section 2. Members and employees designated in Attachment A hereto shall file statements of economic interests (Form 700) with the Shasta County Clerk of the Board pursuant to this Resolution. The Secretary of the Oversight Board shall retain a copy of all statements of economic interests and make them available for public inspection and reproduction.

DULY PASSED AND ADOPTED this 9th day of July 2018, by the Shasta County Consolidated Oversight Board by the following vote:

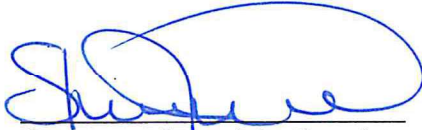
AYES: 7  
NOES: -  
ABSENT: -  
ABSTAIN: -  
RECUSE: -



---

Chairperson  
Oversight Board

ATTEST:



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Secretary, Oversight Board

Attachment A

**CONFLICT OF INTEREST CODE OF THE CONSOLIDATED OVERSIGHT BOARD FOR THE  
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDDING,  
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF ANDERSON  
AND SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF SHASTA LAKE**

SECTION 100. Appendix 1 and Appendix 2 which designates officials, employees and consultants and sets forth disclosure categories, constitute the Conflict of Interest Code of the Shasta County Consolidated Oversight Board.

SECTION 200. Designated Board Members, employees, and consultants shall file statements of economic interests pursuant to the provisions of this Conflict of Interest Code.

SECTION 300. Designated Board Members, employees, and consultants shall file their statements of economic interests with the Shasta County Clerk of the Board to whom the Board hereby delegates the authority to carry out the duties of filing officer.

SECTION 400. Notwithstanding the provisions of 2 California Code of Regulations section 18730, subdivision (b)(5)(C), all designated employees shall file their annual statements of economic interests no later than April 30 of each calendar year.

SECTION 500. Every person who is required to file a statement of economic interests with the Clerk shall prepare the statement using an electronic system prescribed by the Clerk, provided that the Clerk has prescribed such a system at least sixty (60) days before the statement is due. If no system has been prescribed at least sixty (60) days before the statement is due, then the filer shall prepare the statement in a format suitable for electronic scanning. Regardless of the means of preparing the statement, one original statement shall be filed with the Clerk.

SECTION 600. The Legal Counsel for the Board shall make the initial determination as to whether individuals are consultants, as defined in 2 Cal. Code Reg. § 18701. An individual may be a consultant whether he or she is compensated or is an unpaid volunteer. The requirements of this Conflict of Interest Code shall be included in the agreement which is entered into between the Board and the consultant.

SECTION 700. Any filer required to disqualify himself or herself shall give notice of disqualification to the Clerk. Such notice shall be in writing and shall be made part of the official records of the Clerk. The filer shall then refrain from participation and shall attempt in no way to use his or her official position to influence any other person with respect to the matter.

SECTION 800. Upon request, any filer who is unsure of any right or obligation arising under this Conflict of Interest Code may request a formal opinion or letter of advice from the Legal Counsel for the Board. If an opinion is rendered by the Legal Counsel stating in full the facts and the law upon which the opinion is based, compliance by the filer may be evidence of good faith in any civil or criminal proceeding brought pursuant to the Political Reform Act of 1974 or this Conflict of Interest Code. The filer's good faith compliance with the opinion of the Legal Counsel shall also act as a complete defense to any



Attachment A

disciplinary action that the Board may bring under Government Code Section 91003.5 or this Conflict of Interest Code.

SECTION 900. Any Board Member who fails to timely file a required statement of economic interests is subject to fine in accordance with the provisions of the Political Reform Act of 1974, together with any other penal or remedial measure authorized by that Act. Where the Board Member's failure to file persists for more than fifteen days (15) days after the final filing date, the Clerk will forthwith notify the member that he/she is disqualified from any participation in meetings or other activities of the Board, until the Board Member both files the required statement of economic interests and pays any fines associated with the failure to file. If the Board Member's failure to file and/or pay the associated fine persists for more than thirty (30) days after the final filing date, the Board Member may be removed from the Board.

SECTION 1000. Designated Oversight Board employees and consultants violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000 – 91014.

SECTION 1100. Notwithstanding the provisions of 2 California Code of Regulations section 18734, any individual hired for a position not yet covered by the Conflict of Interest Code in which the individual serves in a position that makes or participates in making governmental decisions is required to file a Form 700 under the broadest disclosure category until the code is amended to include the new position unless the Legal Counsel has provided a limited disclosure requirement in writing.

Attachment A

APPENDIX 1

SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS

The following is a listing of those classifications/positions that are required to submit a Statement of Economic Interests form:

Department	Classification	Disclosure Category
Oversight Board Member	Appointed members	1-4
Alternate to Oversight Board Member	Appointed members	1-4
Oversight Board Legal Counsel	Contractor	1-4
Consultants	Contractor	*

\* As determined by Oversight Board Legal Counsel

APPENDIX 2

OVERSIGHT BOARD FOR REDEVELOPMENT SUCCESSOR AGENCY

CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES

No.	Description
1	All investments from sources located in or doing business in the County of Shasta.
2	All business positions in business entities from sources located in or doing business in the County of Shasta.
3	All sources of income from sources located in or doing business in the County of Shasta.
4	All interests in real property in the boundaries of the County of Shasta and within two miles of the County boundaries.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

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

**SUBJECT:**

Draft 10/02/18 minutes.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Trisha Boss, Administrative Board Clerk, 225-5550

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

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

**RECOMMENDATION**

Approve the minutes of the meeting held on October 2, 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 10/02/18 Minutes	10/12/2018	Draft 10/02/18 Minutes

October 2, 2018

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**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, October 2, 2018

**REGULAR MEETING**

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

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

County Executive Officer - Larry Lees  
County Counsel - Rubin E. Cruse, Jr.  
Administrative Board Clerk - Trisha Boss  
Administrative Board Clerk - Kristin Gulling-Smith

**INVOCATION**

Invocation was given by Pastor Murray Miller, Seventh-Day Adventist Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

**OCTOBER 2018 EMPLOYEE OF THE MONTH**



HEALTH AND HUMAN SERVICES AGENCY  
CLINICAL PROGRAM COORDINATOR, BRIAN ABBOTT  
RESOLUTION NO. 2018-094

At the recommendation of Health and Human Services Agency-Children's Services Branch Director Dianna Wagner, and by motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-094 which recognizes Shasta County Health and Human Services Agency, Clinical Program Coordinator, Brian Abbott as Shasta County's Employee of the Month for October 2018.

(See Resolution Book No. 61)

PROCLAMATION: DYSLEXIA AWARENESS MONTH  
OCTOBER 2018

At the recommendation of Supervisor Rickert and by motion made, seconded (Rickert/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation which designates October 2018 as "Dyslexia Awareness Month" in Shasta County. Lisa Riggs was present to give a brief presentation and accept the proclamation.

PROCLAMATION: FIRE PREVENTION WEEK  
OCTOBER 7-13, 2018

At the recommendation of Supervisor Morgan and by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors adopted a proclamation which designates October 7-13, 2018, as "Fire Prevention Week" in Shasta County. Shasta County Fire Warden Mike Hebrard was present to give a brief presentation and accept the proclamation.

**PRESENTATIONS**

ROCKY POINT CHARTER SCHOOL

Darla Bandsma gave a presentation regarding support received for Rocky Point Charter School students affected by the Carr Fire. Director of Rocky Point Charter School Shawna Norris thanked Ms. Bandsma for her hard work and explained how the funds donated to the school will be used.

**PUBLIC COMMENT PERIOD - OPEN TIME**

Jeanette Hernandez spoke regarding the rebuilding process in Keswick due to the Carr Fire.

October 2, 2018

3

Douglas Major spoke regarding building code requirements for the Carr Fire Victims.

Chelsea Irvine, Public Information Officer for the Small Business Administration (SBA) Office of Assistance, gave an update on services being offered to fire victims.

In response to questions by Supervisor Morgan, Ms. Irvine stated that she will be reaching out to the media to provide them with accurate and up to date information regarding services available for fire victims.

In response to questions by County Executive Officer Larry Lees, Ms. Irvine stated that the deadline to file with the Federal Emergency Management Agency (FEMA) is October 3, 2018. She encouraged everyone to come in and apply even if it is past the deadline.

CEO Lees stated Friday, September 28, 2018, a press release went out, and a letter was sent to individual property owners from the Damage Inspection Information report regarding the deadline to sign up with FEMA. He stated there has been confusion with differences between the California Office of Emergency Services (CalOES) and FEMA. CalOES has not included the Delta Fire in their disaster area yet, so CalOES is not currently offering services to Delta Fire victims. An amendment has been requested to include the Delta fire. Assistance is available through FEMA for Delta Fire victims.

In response to questions by Supervisor Morgan, Ms. Irvine stated that the Disaster Recovery Center will be moving from the old Kmart building on Hilltop Drive on Friday, October 5, 2018. It has not yet been determined where the new location will be.

Monique Welin spoke regarding mental illness issues in Shasta County.

### **ITEMS PULLED FROM CONSENT CALENDAR**

Chairman Baugh noted that the item regarding the “Guardrail Repair (On-System Roadways) Project,” Contract No. 704010 ON-SYS, had been pulled from the agenda by the department. Supervisor Moty thanked the Probation Department for their work in getting a Juvenile Officer in the Gateway School District.

### **CONSENT CALENDAR**

By motion made, seconded (Morgan/Rickert), and unanimously carried (except for the Limited Density Owner-Built Rural Dwellings Ordinance, where Supervisor Moty abstained

from the vote), the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meeting held on September 18, 2018, as submitted. (Clerk of the Board)

As introduced on September 18, 2018, adopted Ordinance No. SCC 2018-03 enacting Chapter 16.10, Regulations for Limited Density Owner-Built Rural Dwellings, of the Shasta County Code. Supervisor Moty abstained from the vote due to being absent at the meeting when the ordinance was introduced and discussed. (Clerk of the Board)  
(See County Code Ordinance Book)

Appointed Gary Mitchell to the Millville Masonic and Odd Fellows Cemetery District Board of Trustees for an unexpired term to March 31, 2020. (Clerk of the Board)

Approved the appointments in-lieu of election for 34 board of directors candidates and six vacant offices in 19 special districts as listed on the Certified List of Qualified Special District Candidates. (County Clerk/Elections)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Cascades Management, Inc., dba Ridgeview Residential Care Home in an amount not to exceed \$2,014,800 to provide adult residential care home services 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 Kathaleen Waltz, dba LeBrun Adult Residential Care Facility in an amount not to exceed \$750,000 to provide enhanced residential care home services 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 Memorandum of Understanding with Partnership HealthPlan of California with no compensation to coordinate Medi-Cal managed care in Shasta County for the period June 1, 2018 through June 30, 2023. (Health and Human Services Agency- Business and Support Services)

Adopted Resolution No. 2018-095 which: Repeals Resolution 2018-065; 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 grant application 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 approves and authorizes the Chairman of the Board of Supervisors or the Vice Chairman of the Shasta County Board of Supervisors to sign and date the grant agreement, any subsequent amendments, and any other documents related to the agreement. (Health and Human Services Agency-Regional Services)

(See Resolution Book No. 61)

October 2, 2018

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Took the following actions: Approved and authorized the Chairman to sign Amendment Number 2 to the Standard Agreement with the California Department of Community Services and Development (CSD) for Community Services Block Grant (CSBG) funding which increases funding by \$40,000 (for a new total of \$377,945) for the purpose of providing services to persons living in poverty and retain the term January 1, 2018, through May 31, 2019; authorized the Director of the Department of Housing and Community Actions Programs (Director) to sign all required CSBG program reports and budgets, including the Certification Regarding Lobbying; authorizes the Director to sign additional amendments to increase compensation to a total amount not to exceed \$500,000, so long as they do not change the original intent of the agreement and otherwise comply with Administrative Policy 6-101, Shasta County Contracts Manual; and authorizes and directs the Director to act on behalf of the County in all matters pertaining to this agreement. (Housing and Community Action Programs)

Took the following actions: Approved and authorized the Chairman to sign a retroactive revenue agreement with Gateway Unified School District in an amount not to exceed \$112,000 to provide a Juvenile Prevention Officer for the period August 10, 2018 through June 30, 2019; adopted Salary Resolution No. 1535, effective October 14, 2018, amending the Shasta County Position Allocation List to add 1.0 Full Time Equivalent Deputy Probation Officer III to the Probation budget; and approved a budget amendment increasing appropriations and revenue by \$112,000 in the Fiscal Year 2018-19 Probation budget. (Probation)

Approved and authorized: The Chairman to sign an evergreen subscription agreement, effective upon the date the service is activated, with Visual Computer Solutions, Inc., (VCS) for the annual cost of \$2,475 and a one-time training package cost of \$2,500 (for a total year one cost of \$4,975) for a Correctional Officer Scheduling System; and the County Executive Officer or his designee to sign future amendments, including retroactive, to the subscription agreement so long as the annual compensation to VCS does not exceed \$50,000, the documents are in substantially similar form to these documents, and the documents are processed through County Counsel, Risk Management, and County Information Technology. (Probation)

Adopted Resolution No. 2018-096 which recognizes that the circumstances and factors that led to the September 11, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Delta Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation. (Sheriff)

(See Resolution Book No. 61)

Approved and authorized the Chairman to sign a retroactive amendment, effective July 1, 2018, to the lease agreement with Peloria Bridge Bay LLC, extending the term by six months to December 31, 2018, reflecting the correct ownership, and setting the rent for the extended term at \$2,268.79 per month. (Sheriff)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “Benson Drive at Spring Creek Bridge Deck Replacement Project,” Contract No. 704015, and record it within 15 days of actual completion of the work. (Public Works)

Took the following actions regarding the “Guardrail Repair (Off-System Roadways) Project,” Contract No. 704010 OFF-SYS: Adopted a California Environmental Quality Act (CEQA) determination of a Statutory Exemption, Section 15269 “Emergency Project”; approved plans and specifications and directed the Public Works Director to advertise for the bids; and authorized the opening of bids on or after October 26, 2018, at 11 a.m. (Public Works)

Took the following actions regarding the “Soda Creek Road at Soda Creek Bridge Replacement Project,” Contract No. 705928: Approved and authorized the Chairman to sign a Right of Way Contract with Shasta Cascade Timberlands LLC (0.19 acres at \$1,900) and a Temporary Construction Easement (0.39 acres at \$150); and accepted an Easement Deed conveying the project right-of-way parcel. (Public Works)

Took the following actions for the Sonora Trail Permanent Road Division (PRD) (Bella Vista area): Received the Petition for Addition of a Parcel to the Sonora Trail Permanent Road Division; received the Consent and Waiver to Assess Annual Parcel Charge; and adopted Resolution No 2018-097 amending the boundary of the PRD. (Public Works)

(See Resolution Book No. 61)

Approved and accepted the Transit Asset Management (TAM) Plan prepared by the Redding Area Bus Authority (RABA) and concurred with recommendations in the TAM Plan. (Public Works)

Approved a budget amendment increasing appropriations, offset by the use of fund balance, in each of the following budgets: Building Division; Planning Division; and Environmental Health Division for the remaining TRAKiT software purchase. (Resource Management)

Adopted Resolution No. 2018-098 which approved and authorized the Chairman to sign an agreement with the California Department of Forestry and Fire Protection, in an amount not to exceed \$19,919 (including dollar for dollar County matching funds for a total of \$39,838) for the purchase of wildland fire and structural fire personal protective equipment for the period from the date of signing through June 30, 2019. (County Service Area No. 1-County Fire)

(See Resolution Book No. 61)

## **REGULAR CALENDAR, CONTINUED**

### **GENERAL GOVERNMENT**

October 2, 2018

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**ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

**LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including a letter in support of HR 6007 *"Restoring Access to Public Lands Act"* (LaMalfa).

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter in support of HR 6007 *"Restoring Access to Public Lands Act"* (LaMalfa).

Supervisor Morgan recently attended the Rural County Representative of California and Youth Violence Prevention Coordinating Council meetings.

Supervisor Kehoe invited Alisha Rowlands to make a public comment.

Alzheimer's Association Community Engagement Manager Alisha Rowland spoke regarding the effect Alzheimer's has on the community. She stated that the Walk to Fight Alzheimer's is the association's largest annual fundraisers. Shasta County recently celebrated the eighth annual walk.

Alzheimer's Volunteer Chair Mary Boyes spoke regarding her experience with the Walk to Fight Alzheimer's and the positive impact it has on the community.

Supervisor Moty recently attended the California State Association of Counties meeting.

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

Supervisor Baugh recently attended Rural County Representative of California meeting.

Supervisors reported on issues of countywide interest.

**AUDITOR-CONTROLLER**

**ADMINISTRATIVE OFFICE**

**ADMINISTRATIVE MANUAL**

POLICY RESOLUTION NO. 2018-03

Auditor Controller Brian Muir presented the staff report on the updates to the Debt Management policy.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors Adopted Policy Resolution No. 2018-03 to revise Administrative Manual, Policy 2-501, Shasta County Debt Management Policy.

(See Policy Resolution Book)

**PUBLIC WORKS**COUNTY SERVICE AREA NO. 25-KESWICK WATER ANNEXATION WITH SHASTA CSD

Public Works Director Pat Minturn presented the staff report. He explained that, due to the Carr Fire, County Service Area (CSA) No. 25-Keswick only has 27 customers. About half of these customers have chosen to keep water active on their property. He stated he met with the Community Advisory Board and discussed the idea of combining Shasta Community Service District (CSD) and CSA No. 25-Keswick. Both areas have lost customers due to the Carr Fire. Mr. Minturn recommended bringing the two water systems together. He explained that funding is available to connect them due to the location being in the disaster area.

Supervisor Moty stated that he spoke with the General Manager of the Shasta CSD and sat in on a meeting with CSA No. 25-Keswick, and everyone involved was agreeable to bringing the two water districts together. Supervisor Moty stated he feels this would be a good solution to the current situation.

County Counsel Rubin E. Cruse, Jr. explained that if the Board moved forward with the direction proposed, the Local Agency Formation Commission will be required to approve the process. If the Board moves in that direction, County Counsel will work with everyone involved for the best options for both districts involved.

In response to questions by Supervisor Rickert, Mr. Minturn stated he believes that after the lots in the Keswick area are cleared, they will be viewed as viable.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors, on behalf of County Service Area (CSA) No. 25-Keswick Water, directed the Public Works Director to enter into interconnection and annexation discussions with Shasta Community Services District.

WEST CENTRAL LANDFILL HYDROSEEDING

October 2, 2018

9

BID ACCEPTANCE

Public Works Director Pat Minturn presented the staff report regarding the West Central Landfill Hydroseeding project. Mr. Minturn explained that Marina Landscape, Inc., protested the low bidder Pronesti Environmental, Inc., on the basis that they did not have the proper license. He stated he communicated with the State Licensing Board, which confirmed that the licensing requirements were not met by Pronesti Environmental, Inc., and the State Licensing Board supports the protest.

In response to questions by Supervisor Moty, Mr. Minturn stated that if it was a multi-item project the licensing would have been sufficient.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors took the following actions regarding the West Central Landfill Hydroseeding project: Acknowledged the bid protest from Marina Landscape, Inc.; rejected the bid from Pronesti Environmental, Inc. as nonresponsive based on failure to meet the licensing requirements of the Notice to Bidders; and awarded the contract for the “West Central Landfill Erosion Control Hydroseeding,” Contract No. 207519, to the lowest responsive and responsible bidder, Marina Landscape, Inc., on a unit cost basis, in the amount of \$101,160.

**CLOSED SESSION ANNOUNCEMENT**

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

Confer with legal counsel to discuss existing litigation entitled *Everett Jewett, et al. v. County of Shasta, and Kevin Kubisch v. County of Shasta*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

Confer with its Labor Negotiators, County Executive Officer Larry Lees, and Personnel Director Angela Davis to discuss the following employee organizations: Shasta County Deputy Sheriffs’ Association – Deputy Sheriffs, Sergeant, and District Attorney Investigator Unit, pursuant to Government Code section 54957.6.

10:43 a.m.: The Board of Supervisors recessed to Closed Session.

11:47 a.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.



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October 2, 2018

**REPORT OF CLOSED SESSION ACTIONS**

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

11:47 a.m.: The Board of Supervisors adjourned.

\_\_\_\_\_  
Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - General Government-4.

**SUBJECT:**

Appointment to the Shasta Public Libraries Citizens Advisory Committee

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Appoint Kim Faires to the Shasta Public Libraries Citizens Advisory Committee for an unexpired term to November 30, 2020.

**SUMMARY**

N/A

**DISCUSSION**

The purpose of the Shasta Public Libraries Citizens Advisory Committee (Library Advisory Committee) is to advise the Redding Municipal Library Board of Trustees (City of Redding City Council) on matters pertaining to the administration, operation, development, improvement, and maintenance of the Shasta Public Library System.

The Library Advisory Committee consists of five members. Two members shall be appointed by the Shasta County Board of Supervisors, two members shall be appointed by the Redding City Council, and one member shall be appointed by the Shasta Library Foundation or its successor organization. Library Advisory Committee members serve staggered four-year terms, which begin on December 1 and end on November 30.

On July 24, 2018, the Library Advisory Committee was informed of the immediate resignation of Janet Applegarth-Yarbrough. According to the Library Advisory Committee Operating Rules and Procedures, in the event a committee vacancy occurs prior to the expiration of its term, the original appointing entity shall make an appointment to fulfill the unexpired term. New members replacing a member who has not completed his/her term will serve for the remainder of that term, and then may be reappointed to a new term, for a maximum of two terms. Members who have served for two terms may be reappointed after a two-year lapse in service.

A Notice of Vacancy was posted for a minimum of 10 days pursuant to Government Code section 54974. A copy of the Notice of Vacancy and Affidavit of Posting are on file with the Clerk of the Board.

One application was received from Kim Faires. The application is attached.

**ALTERNATIVES**

The Board could choose not to make this appointment or could request additional applicants be considered.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the recommendation.

**FINANCING**

There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Faires Application	10/2/2018	Faires Application

Shasta Public Libraries Citizens Advisory Committee

Application for Membership - Appointment by Shasta County Board of Supervisors

Please be advised this application will become a public document.

Date: August 28, 2018

Name (please print entire name): Kim Raelyn Faires

Contact Mailing Address:

Contact Phone Number(s):

Contact email(s):

Please answer the following questions. Feel free to use additional paper as needed.

1. Are you a resident of Shasta County? yes For how long? 55 years
2. What interests you about this Committee? My first experience with the Shasta County Library was as a child checking out books at the Enterprise Annex on Hartnell Ave. I was a READER and my parents were not. My mom would take me to the library during the summer and I was able to check out stacks of books. It was a dream come true, a magical place. Now as a elementary school librarian I am living my dream life. Engaging readers, sharing my own love of the printed word and trying to expose them to a world bigger than what they currently have. I love going to the Shasta Public Library even now, to check out books, buy books from the Library Bookstore or Library Book Sales. It's my passion. I'd love to make our library a place that all people look forward to coming to.
3. Have you attended prior meetings of this Committee? no
4. Have you reviewed past agendas and minutes of this Committee? no

<https://reddingcityca.iqm2.com/Citizens/calendar.aspx?From=1%2f1%2f2017&To=12%2f31%2f2017>

5. What is your relationship to the Redding, Burney, and/or Anderson Libraries? Patron
6. Have you reviewed the policies and procedures of the Library system? yes

<http://www.shastalibraries.org/policies-637>

7. Please list any other committees or boards you currently sit on. None at this time

Applicant's Signature: \_\_\_\_\_

Submit applications to:

Clerk of the Board

Shasta County Board of Supervisors  
1450 Court Street, Suite 308B  
Redding, CA 96001

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - General Government-5.

**SUBJECT:**

Appointment to the Western Shasta Resource Conservation District Board of Directors

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions regarding the Western Shasta Resource Conservation District Board of Directors: (1) Determine that Melissa Markee and Lois Kaufman have demonstrated interests in soil and water conservation; (2) appoint Ms. Markee and Ms. Kaufman to fill unexpired terms to November 2018; and (3) appoint Ms. Markee and Ms. Kaufman to additional four-year terms to expire November 2022.

**SUMMARY**

N/A

**DISCUSSION**

Public Resources Code section 9314(b) provides that, as an alternative to an election, the board of directors of a resource conservation district may, by a resolution presented to the Board of Supervisors, request that the Board of Supervisors appoint the directors for the resource conservation district. The Board of Supervisors shall then appoint the directors for the resource conservation district in lieu of elections.

On June 22, 1992, pursuant to Public Resources Code section 9314, the Board of Directors of the Western Shasta Resource Conservation District (WSRCD) adopted a resolution requesting that the Board of Supervisors appoint the WSRCD's Directors in lieu of holding elections.

On November 20, 2017, the WSRCD Board of Directors was informed that Board Member Carl Wiedert was resigning due to health reasons. On April 15, 2018, the WSRCD Board of Directors was informed that Board Member Ben Letton was also resigning. Pursuant to Public Resources Code section 9316, the vacancies shall be filled by appointment for the unexpired term by the Board of Supervisors.

Notices of vacancy were posted pursuant to Government Code section 54974. Copies of the Notices of Vacancy and Affidavits of Posting are on file with the Clerk of the Board’s office.

Public Resources Code section 9314(c) states that

“It is the intent of the Legislature that the Board of Supervisors solicit recommendations from within the district, including public, private, and nonprofit entities, and appoint only applicants who are determined by the Board of Supervisors to have a demonstrated interest in soil and water conservation. In selecting directors...., the Board of Supervisors shall endeavor to achieve balanced representation on the Board of Directors”

Melissa Markee and Lois Kaufman have expressed interest in filling the current vacancies. Both have indicated a demonstrated interest in soil and water conservation in their applications, which are attached. Both reside within the district.

WSRCD forwarded a copy of the minutes of its November 20, 2017 meeting, requesting the appointment of Ms. Markee, and the minutes of its April 23, 2018 meeting, requesting the appointment of Ms. Kaufman. A copy of these minutes are attached.

**ALTERNATIVES**

The Board of Supervisors may request that other applicants be considered.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the recommendation.

**FINANCING**

There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
11/20/17 Meeting Minutes	10/2/2018	11/20/17 Meeting Minutes
4/23/18 Meeting Minutes	10/2/2018	4/23/18 Meeting Minutes
Kaufman Application	10/2/2018	Kaufman Application
Markee Application	10/2/2018	Markee Application

## WSRCD Regular Board Meeting Minutes

Monday, November 20, 2017, 5:36 PM – 7:40 PM

6270 Parallel Road- Anderson, CA 96007-4833

**Call to Order:** 5:36 PM

**Attendees:**

WSRCD Board: Dennis Heiman (President), Ben Letton (Vice President), Phil Schoefer (Director), Elizabeth Betancourt (Director), John Moore (Director), Alan Hill (Director), Melissa Markee (Associate Director)

WSRCD Staff: Chester Anderson (District Manager), Harmony Gugino (Project Manager), Jan Raether (Project Coordinator), Sean Arnold (Clerk of the Board)

NRCS: Mindy Graves (District Conservationist)

Other: John Grimes

**1. Consent Agenda**

**Letton (Motions) / Hill (2<sup>nd</sup>) / Motion unanimously passed.**

**2. Additions/Changes to Agenda : None**

**3. Public Comment Period: None**

**4. Correspondence: None**

**5. SCF Update & Liquidity Access Line**

Moving forward with the Liquidity Access Line, but not much progress.

**6. NRCS Report:**

Catastrophic fire funding is available, but did not need much in the north. Twelve applications in the first batching period. Trying to avoid project that require an engineer due to absence. John Tiedemen is retiring March 31<sup>st</sup> from fulltime work. His supervisor has also just resigned. Will move forward with trying to contract.

**7. CARCD activities:**

We were well represented at the CARCD conference in Sacramento with Heiman, Schoefer, and Anderson in attendance. Schoefer was reelected as Secretary/Treasurer and was sworn in at the conference. We are in line to host the conference for 2019.

**8. Financials:**

Charlie Pillon is looking for another CPA, and Anderson wants to get to the point where he can do them himself. Anderson explains the financial chart. Four new projects will be starting in January. It would be nice to have an annual budget of \$75,000, with \$35,000 out of easements, and \$50,000 in reserve – in case



Charles Ehn decides to sell the building.

**Betancourt (Motions) / Hill (2<sup>nd</sup>) / Motion unanimously passed.**

**9. Old Business: None**

**10. New Business:**

**10.1 Filling Carl Wiedert's Director Position**

Carl Wiedert is resigning due to health reasons. Melissa Markee shall fill his position and become a new director.

**Moore (Motions) / Hill (2<sup>nd</sup>) / Motion unanimously passed.**

**10.2 South Cypress Mitigated Negative Declaration (MND) approval**

The public comment period of the draft has come to a close – CEQA. Gugino goes over the comments and how they shall respond.

Motion to adopt the Mitigated Negative Declaration

**Betancourt (Motions) / Hill (2<sup>nd</sup>) / Motion unanimously passed.**

**11. Closed Session: None**

**12. Set next meeting date**

Friday, December 15<sup>th</sup> – Prior to the Christmas Party

**Adjourn: 7:40 PM**

**Hill (Motions) / Schoefer (2<sup>nd</sup>) / Motion unanimously passed.**

**Respectfully Submitted,**



**Sean Arnold, Clerk of the Board**

**Meeting Minutes, Western Shasta RCD, April 23rd, 2018**

5:44 Pm WSRCD meeting called to order.

**Present:** Dennis Heiman, President, Ben Letton VP, John Moore, Secretary, Alan Hill, Director, Phil Schoefer, Director, Elizabeth Betancourt, Director, Melissa Markee, Associate Director,  
**Staff:** Chester Anderson

**Guest:** Melinda Graves, NRCS DC & Lois Kaufman.

**Move to accept Consent Agenda:** Motion by Moore, 2<sup>nd</sup> by Betancourt.

**NRCS Update:** Mindy Graves mentioned that Bob Bailey is retiring (for good?) as well as discussing other staffing changes. She said their office have six EQIP contracts, primarily in ACID service area for water conservation. She also discussed upcoming proposed changes in the Farm Bill regarding forest activities.

**Phil Schoefer, CARCD update.** CARCD durable collaboration effort upcoming, replaces spring meeting.

**New Business:**

Board talked to Lois Kaufman about her work in Shasta County in the field of Forestry and by motion made by Betancourt, seconded by Schoefer and with unanimous approval, Lois Kaufman was nominated for a Director position on the WSRCD Board.

Contract with DWR, Sacramento River Restoration. The Sacramento River Subcommittee reviewed and discussed the contract with DWR and recommends that the WSRCD approve. Motion by Hill, 2<sup>nd</sup> by Betancourt, unanimous approval.

Resolution 18-02, contract with California Department of Parks and Recreation to work in Castle Craggs State Park. Motion by Hill, 2<sup>nd</sup> by Betancourt, unanimous approval.

**Closed Session:** None

6:44 PM, Motion to adjourn, Betancourt, 2<sup>nd</sup> by Moore, unanimous approval

**Western Shasta Resource Conservation District**

**Application for Candidates**

**Name** Lois A. Kaufman **Date** April 30, 2018

**Address** 88499 Amador Blvd, Box 100, Colusa, CA 95622

**Phone** (916) 444-1000 **Fax**  **Email** lois@loiskaufman.com

**Present Occupation** Retired CalFire Deputy Chief Resource Management

**Education** BS in Forestry Michigan State University

**Related Experience** Oversight of Resource Management program in Shasta Unit for CalFire. Forest practice enforcement program and Latour Demonstration State Forest. Currently Executive Director of CA Tree Farm System through the American Forest Foundation.

**Why do you wish to serve on this Board?** Advocacy for the conservation of natural resource systems on both public and private lands. Education of the public of the benefit the private landowners provide to the public and the unintended consequences of over-regulation to achievement of these benefits.

**What demonstrated interest do you have in soil and water conservation?**

As a Registered professional Forester soil and water conservation are at the core of our management practices. One of our main educational emphasis areas with our Tree Farms is Western Water and Wildfire, it is not just a public lands issue in the west. 77% of western landowners cite the cost of implementing management actions as a barrier. In California & Oregon private and family landowners own more lands at risk in key watersheds than the federal government. Currently the CA Tree Farm Program has partnered with the American Forest Foundation and others to implement the My Sierra Woods pilot program with Shasta County being the main focus area for fuels reduction on private lands.

**Which activities and programs of the Western Shasta Resource Conservation District interest you and**

**why?** Cost sharing programs to get the un-engaged landowners started on the road to good management practices for the better good of us all. Emphasis on keeping the land in the family for future generations. More than 40% of lands that support the Western clean water supply that are at a high risk to wildfire, are privately owned.

**What goals do you have in mind for the WSRCD? What would you like to accomplish during your term?**

I would like to see us get more forest landowners engaged and take advantage of programs available for forestry from the Farm Bill. Fuels reduction and water quality being the main emphasis. I would like to connect more landowners and the public to the fact that forests help recharge groundwater, regulate stream flow, filter water and mitigate flooding. Healthy forests are key to a healthy water supply. Reducing fire risk through ecology based restoration treatments is the goal.

**APPLICATION TO BE A  
MEMBER OF THE BOARD OF DIRECTORS  
for the Western Shasta Resource Conservation District**

Pursuant to Section 9314 of the Public Resources Code, the Western Shasta Resource Conservation District has requested, by resolution, that the Board of Supervisors appoint Directors of the above district in lieu of an election.

**To the Board of Supervisors:**

I do hereby make application to the Board of Supervisors for appointment as a Director of the Western Shasta Resource Conservation District, and submit the names of no less than ten (10) valid registered voters living in the resource conservation district. I understand these names will be verified by the County Elections Department as to their registration status and a street name must be given, not a P.O. box number or mail route number.

Printed Name of Applicant: Melissa Markee Date: \_\_\_\_\_

Street address: [REDACTED]

Signature of Applicant: \_\_\_\_\_

**ONLY REGISTERED VOTERS IN THE DISTRICT ARE QUALIFIED TO SIGN BELOW**

Printed Name	Signature	Residence Address (No PO Box or route numbers)
1. <u>CHRIS POPE</u>	<u>Chris Pope</u>	<u>8784 SUN VALLEY DR. PALO CEDRO</u>
2. <u>John Livingston</u>	<u>John Livingston</u>	<u>9844 Cow Creek Dr. Palo Cedro, CA</u>
3. <u>Molly Greenwood</u>	<u>Molly Greenwood</u>	<u>19669 Wallers Way Redding, CA.</u>
4. <u>Dan Scollon</u>	<u>Dan Scollon</u>	<u>19637 Midland Dr. Redding CA 96003</u>
5. <u>DON CINERANI</u>	<u>Don Cinerani</u>	<u>21355 Old Alturas Rd. Redding, CA 96003</u>
6. <u>Thomas Martin</u>	<u>Thomas Martin</u>	<u>21532 Gilbert Dr. Palo Cedro, 96007</u>
7. <u>John Andrews</u>	<u>John Andrews</u>	<u>14200 Gordon Dr, Bella Vista CA 96008</u>
8. <u>Kathryn Miller</u>	<u>Kathryn Miller</u>	<u>14551 Bass Drive, Redding CA 96003</u>
9. <u>Jennifer Williams</u>	<u>Jennifer Williams</u>	<u>3218 Ponder Way, Cottonwood, CA 96022</u>
10. <u>Wendy Dinksh</u>	<u>Wendy Dinksh</u>	<u>29802 Jackson Ln Montgomery CA 96065</u>
11. <u>BENNETT GOOCH</u>	<u>Bennett Gooch</u>	<u>4858 MANDELA WAY ANDERSON CA 96007</u>
12. <u>Kaitlyn Taylor</u>	<u>Kaitlyn Taylor</u>	<u>19455 Ruff Ryde Road, Montgomery Creek, CA 95065</u>
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - General Government-6.

**SUBJECT:**

SECOND AMENDMENT TO THE AGREEMENT WITH THOMSON REUTERS ELITE (“ELITE”)

**DEPARTMENT:** County Counsel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive addendum, effective June 3, 2018, to the agreement with Thomson Reuters Elite to continue to provide computer software, training and annual maintenance, to extend the term three years, and to increase the maximum compensation by \$10,000 to an amount not to exceed \$60,000 for six years through June 2, 2021.

**SUMMARY**

N/A

**DISCUSSION**

County and Elite have previously entered into an agreement June 3, 2015 to provide for computer software, training and annual maintenance for the software referred to as ProLaw. The Original Agreement was amended on March 18, 2017, by execution of an addendum to the Original Agreement (the “First Addendum”). The first addendum provided for additional training services. ProLaw is a critical part of the functioning of the County Counsel’s Office. The County Counsel’s Office utilizes ProLaw for timekeeping, calendaring, and document management. County Counsel and Elite desire to amend the agreement to extend the term for another three years and increase the maximum amount payable. Additional time to obtain Elite’s approval of the Second Addendum was required because the terms required review and approval by Elite’s counsel.

**ALTERNATIVES**

The Board could decline to approve the addendum, could defer approval to a later date, or could request additional information from staff. None of these alternatives are recommended as the result would be that a critical part of the Office’s functioning would not be maintained.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation. The Chief Information Officer has reviewed the



addendum.

**FINANCING**

The amount to be paid for the service is included in County Counsel’s FY 18/19 Budget and there is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Second Addendum - Elite (ProLaw)	10/11/2018	Second Addendum - Elite (ProLaw)

**SECOND ADDENDUM TO THE CUSTOMER AGREEMENT EFFECTIVE JUNE 3,  
2015 BETWEEN  
THE COUNTY OF SHASTA AND WEST PUBLISHING CORPORATION DOING  
BUSINESS AS THOMSON REUTERS ELITE**

This Second Addendum is entered into between the County of Shasta ("Customer"), a political subdivision of the State of California, and West Publishing Corporation doing business as Thomson Reuters Elite, ("Elite") for purposes of computer software, training, and annual maintenance.

RECITALS

WHEREAS, Customer and Elite have previously entered into an agreement on June 3, 2015 to provide for computer software, training, and annual maintenance (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended on March 18, 2017, by execution of an addendum to the Original Agreement (the "First Addendum") to provide pricing for onsite and remote training; and

WHEREAS, the Original Agreement and First Addendum shall collectively be referred to as the "Agreement."

WHEREAS, Customer and Elite desire to amend the Agreement to extend the term for an additional three years and increase the total compensation by \$10,000.

NOW, THEREFORE, the Agreement is amended as follows:

- I. The last full paragraph on page 9 of the Original Agreement is amended to provide, in its entirety, as follows:

The total of all Fees (including recurring Fees) listed herein shall not exceed \$60,000 for six (6) years after the Effective Date, unless otherwise agreed to pursuant to written agreement signed by both parties. If additional software and/or services are requested by Customer, the Fees (including recurring Fees) are not included in this limit.

- II. The fourth to last full paragraph on page 12 of the Original Agreement is amended to provide, in its entirety, as follows:

Notwithstanding anything to the contrary set forth in Section 10.1.1 of this Agreement or Section 3.1 of the Maintenance Addendum, the subscription term for the Westlaw Legal Calendaring Rules and the maintenance term for the Software shall terminate on the sixth

anniversary of the Effective Date unless extended by contract amendment.

III. **REAFFIRMATION**

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

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between Customer and Elite.

V. **EFFECTIVE DATE**

Unless otherwise provided, this Second Addendum shall be deemed effective as of June 3, 2018.

***/SIGNATURE PAGE FOLLOWS/***



**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Addendum to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Addendum and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA (CUSTOMER)

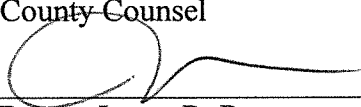
Date: \_\_\_\_\_

\_\_\_\_\_  
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: James R. Ross  
Assistant County Counsel

ELITE

Date: 8 OCT 18

By:   
Michael Goddard, Vice President, Finance  
Tax I.D.#: [On File]

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - General Government-7.

**SUBJECT:**

Disposal of Antique Furniture.

**DEPARTMENT:** Support Services-Purchasing

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Support Services, Purchasing Unit, to dispose of 14 antique chairs and one antique shelf base.

**SUMMARY**

N/A

**DISCUSSION**

The Department of Support Services reviews its inventory of antique capital assets on an annual basis. There are several antique chairs that have been stored on an ongoing basis but cannot be used or displayed, because to do so would present safety concerns. Some are loose fitted, others are broken. In addition, inventory includes a shelf base which is broken and does not have any accompanying shelves. Continued storage of these items presents not only potential safety concerns if they were to be used, but also takes up valuable office space.

In addition to the items described above, one antique chair resides at the Eaton Museum, on display. This antique is accounted for annually on the department's inventory; however, The Eaton Gift, Inc. has expressed interest in purchasing this chair so that it can be permanently put on display in the Eaton Museum. Should the disposal of the chair be authorized, the Support Services, Purchasing Unit, would dispose of the chair via direct sale to The Eaton Gift, Inc.

Below is a list of the items proposed for disposal:

No.	Asset Tag #	Description	Current Location
1	8182	OAK CHAIR W/ ROLLED ARMS	Support Services
2	8188	ANTIQUE OAK CHAIR W/ ARMS	Support Services
3	08309	CHAIR WOOD SWIVEL JUDGE	Eaton Museum
4	09690	CHAIR WOOD SWIVEL EXEC	Support Services

5	10486	CHAIR WOOD SIDE W/ ARMS	Support Services
6	10487	CHAIR WOOD SIDE W/ ARMS	Support Services
7	10488	CHAIR WOOD SIDE W/ ARMS	Support Services
8	10491	CHAIR WOOD SIDE W/ ARMS	Support Services
9	10495	CHAIR WOOD SIDE W/ ARMS	Support Services
10	32177	CHAIR W/ CURVED ARMS OAK	Support Services
11	32186	BOOKCASE BASE OAK	Support Services
12	36615	WOOD CHAIR SHORT SLAT BACK	Support Services
13	36616	WOOD CHAIR SHORT SLAT BACK	Support Services
14	36617	WOOD CHAIR SHORT SLAT BACK	Support Services

## **ALTERNATIVES**

The Board may choose not to approve this recommendation. This is not recommended as the chairs will remain unused, unsafe, and will take up valuable space in the office.

## **OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

## **FINANCING**

There is a General Fund Impact from this action.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

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

**SUBJECT:**

Amendment with Northern Valley Catholic Social Service-Triple P

**DEPARTMENT:** Health and Human Services Agency-Children's Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dianna L. Wagner, Branch Director, Children's Services (530) 225-5705

**STAFF REPORT APPROVED BY:** Dianna L. Wagner, Branch Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the agreement with Northern Valley Catholic Social Service to provide parenting education known as the Positive Parenting Program to extend the agreement for one additional year to June 30, 2019 and increase maximum compensation payable to Consultant by \$48,156 (for a new total not to exceed \$96,312).

**SUMMARY**

The proposed amendment will allow Northern Valley Catholic Social Service (NVCSS) to provide the Positive Parenting Program (Triple P®) to continue services to eligible clients and their caregivers in Shasta County during Fiscal Year 2018-19. The County Executive Officer signed the original agreement but the amended changes now require Board approval.

**DISCUSSION**

Shasta County's Mental Health Services Act (MSHA) Prevention and Early Intervention (PEI) Plan includes Triple P® and is dedicated to bringing mental health awareness into the entire community through universal and targeted education initiatives and dialogue. As an early intervention program, Triple P® assists Shasta County residents at the earliest possible signs of mental health problems and concerns. Residents receiving services include the underserved population and rural communities having at-risk children and youth in stressed families ages 0-18 years old.

Prevention in mental health involves reducing risk factors or stressors, building protective factors and skills, and increasing support to prevent the onset of mental illness. Prevention programs like Triple P® promote positive cognitive, social, and emotional development and encourages a state of well-being that allows a child or youth to function well in the face of changing and sometimes challenging circumstances.

Triple P® early intervention is directed toward caregivers and families for whom a short duration and relatively low-intensity intervention is appropriate to measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive mental health treatment or services, or to prevent a mental health problem from getting

worse. Triple P® is an evidence-based multi-level parenting and family support strategy that aims to prevent severe behavioral, emotional, and developmental problems in children by enhancing the knowledge, skills, and confidence of parents.

NVCSS has been serving families in the community with various levels of Triple P® for the past seven years and have a well-established history of success. In 2017 NVCSS served 57 caregivers which is a 64% increase in new clients. They hold an average program completion of 87%, marking a 5% increase from 2016. For those served in the Triple P® Level 4 Group, the Depression Anxiety Stress Scale assessment demonstrates caregiver improvement in all areas with depression symptoms resulting in a decrease by 53%. In a recent competitive procurement that ended September 2017, their proven ability to utilize Evidence Based programs, maintain cultural and trauma informed practices as well as their well-trained personnel has merited this amendment to extend the term of the existing agreement for one more year.

The amendment is retroactive due to the negotiation needed with NVCSS to finalize terms and conditions.

**ALTERNATIVES**

The Board could choose not to approve this amendment, defer consideration to a future date, or provide alternate direction to staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Costs of MHSA services delivered via this contract are included in the Mental Health (BU 410) FY 2018/19 Adopted Budget. Mental Health services in this agreement are funded through a combination of state MHSA funds and a combination of 1991 and 2011 realignment revenue. There is no additional General Fund impact with the approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Amendment	10/2/2018	Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND  
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE**

This First Amendment is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California (County), and Northern Valley Catholic Social Service a California non-profit corporation (Consultant) (collectively, the Parties and individually a Party) for the provision of Positive Parenting Program known as Triple P®. For the purposes of this agreement, the Positive Parenting Program (Triple P®) is a multi-level, parenting and family support strategy that aims to prevent severe behavioral, emotional and developmental problems in children by enhancing the knowledge, skills and confidence of parents.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on and effective 12/28/2017 for the provision of Positive Parenting Program known as Triple P®. For the purposes of this agreement, the Positive Parenting Program (Triple P®) is a multi-level, parenting and family support strategy that aims to prevent severe behavioral, emotional and developmental problems in children by enhancing the knowledge, skills and confidence of parents (Original Agreement); and

WHEREAS, County and Consultant desire to amend the Agreement to extend the term by one additional one-year term and to increase the maximum amount compensation payable to Consultant by \$48,156 (First Amendment); and

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 4 of the Agreement titled COMPENSATION is amended as of July 1, 2018 in its entirety to read as follows:

**Section 4. COMPENSATION.**

- A. In full consideration of Consultant's performance of the services prescribed in Section 2 of this Agreement, County shall compensate Consultant at the rates and pursuant to the terms of compensation specified in Attachment D, Delivery Time and Compensation Table, attached and incorporated herein. The compensation payable to Consultant under this Agreement shall not exceed a maximum of \$96,312.
- B. Consultant shall apply any revenue received by Consultant from any Participant or any other third party payer source as an offset to the amount owed to Consultant by County for Triple P® services provided under this Agreement.

- C. Consultant's violation or breach of Agreement terms may result in fiscal penalties, withholding of compensation, or termination of Agreement

II. Section 6 of the Agreement titled TERM OF AGREEMENT is amended as of July 1, 2018 in its entirety to read as follows:

**Section 6. TERM OF AGREEMENT.**

The term of this Agreement shall begin December 28, 2017 and shall end June 30, 2019.

**III. REAFFIRMATION**

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

**IV. ENTIRE AGREEMENT**

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

**V. EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2018.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors


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

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

  
By: Alan Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 09/28/18  
By: James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 9.27.18

  
By: Cathleen Wyatt  
Executive Director

Tax I.D.#: On File



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018  
**CATEGORY:** Consent - Health and Human Services-9.

**SUBJECT:**

CARE Center Extension Letter

**DEPARTMENT:** Health and Human Services Agency-Office of the Director

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

**STAFF REPORT APPROVED BY:** Donnell Ewert, Director, Health and Human Services Agency

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

**RECOMMENDATION**

Approve and authorize the Health and Human Services Agency Director to sign a letter to the Mental Health Services Oversight and Accountability Commission to request a one-year extension of the Mental Health Services Act Innovation Plan: CARE Center for Shasta County.

**SUMMARY**

The CARE Center, a one-stop mental health crisis center, was approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) on December 17, 2015 as a four-year pilot program. Because the CARE Center is meeting a critical community need and there is additional funding available, the Health and Human Services Agency would like to request that the MHSOAC extend the CARE Center project (Project) to a five-year program, allowing the CARE Center to operate under its existing funding structure through December 31, 2020.

**DISCUSSION**

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA), which became effective January 1, 2005. The purpose of the initiative was to dedicate additional funds for the provision of enhanced mental health services. One of the five components of MHSA is Innovation. The goal Innovation is to increase mental health services for underserved groups, increase the quality of services, promote interagency collaboration and increase access to services. Innovation projects must be new to the community, contribute to learning, and are time-limited, up to a maximum of five years. Shasta County’s Innovative project is the CARE Center, and the original learning objectives of this Project were to determine:

1. The extent to which the after-hours Project improves access to services, particularly for individuals currently unserved or underserved by the existing mental health system.
2. Whether the Project reduces mental health crises, including trips to the emergency room, in both human and economic benefits.

3. The extent to which an after-hours “one-stop” resource center can help bridge service gaps, facilitate access to community-based resources, and better meet individual and family needs.
4. The impact of the Project on families, by partnering with other agencies and community-based organizations such as the National Alliance on Mental Illness (NAMI), including family-focused services as a priority, and increasing access to mental health services and supports for family members with competing daytime responsibilities.
5. The elements of the Project that are most associated with successful outcomes, with a particular focus on effective collaborative approaches.

The learning objectives have not changed, nor has the target population. The CARE Center is beginning to bridge a critical gap in Shasta County’s community mental health services, and is serving about three times more people than originally anticipated. Many clients report that they either would have gone to the emergency room or not sought services at all. The CARE Center has made hundreds of referrals to housing, substance abuse, ongoing mental health, and other resources since it opened in early 2017.

This additional year would fund the CARE Center through 2020, and add approximately \$740,000 to the Project cost, which would draw down Shasta County’s Innovation funds from 2014-15 through 2016-17. These funds revert to the state if they are not spent within five years of receipt. The original, approved Innovation plan stated that the Shasta County Health and Human Services Agency and Hill Country Community Clinic would look at alternative funding sources to sustain the program after the pilot period if it was determined that it was worthwhile to continue operating the CARE Center, and that plan will not change with the requested extension; it will, however, give both entities additional time to solidify plans for funding it beyond the pilot phase. No other changes to the Project are being requested, and this request does not exceed the five-year limitation imposed upon Innovation projects. If the one-year extension is approved an amendment to the agreement with Hill Country Community Clinic will be presented to the Board.

## **ALTERNATIVES**

The Board could choose not to authorize the Health and Human Services Agency Director to request this extension. This would require Hill Country Community Clinic to take over financing this project in January 2020, and it could put the County’s Innovation dollars at risk for reversion to the state.

## **OTHER AGENCY INVOLVEMENT**

Shasta County’s MHSA Stakeholder Workgroup endorsed extending the Care Center project by one year during its June 27, 2018, quarterly meeting. The Mental Health, Alcohol and Drug Advisory Board voted to support the extension on September 5, 2018. The contractor, Hill Country Community Clinic, supports the extension. This recommendation has been reviewed by the County Administrative Office.

## **FINANCING**

The \$740,000 cost for the additional year would come from the MHSA’s Innovation component, and it would spend down Shasta County’s allocation of Innovation funds from Fiscal Years (FY’s) 2014-15 and 2015-16, as well as a portion of the FY 2017-18 allocation. This project is included in the department’s FY 2018-19 Adopted Budget. There is no additional General Fund impact associated with approval of the recommendation.

## **ATTACHMENTS:**

Description	Upload Date	Description
Letter to the Mental Health Services Oversight & Accountability Commission	10/9/2018	Letter to the Mental Health Services Oversight & Accountability Commission



# Health and Human Services Agency

Donnell Ewert, MPH, Director

2615 Breslauer Way  
Redding, CA 96001-4246  
Phone: (530) 225-5899  
Fax: (530) 225-5903  
CA Relay Service: (800) 735-2922

October XXXX, 2018

Toby Ewing, Ph.D., Executive Director  
Mental Health Services Oversight and Accountability Commission  
1325 J Street, Suite 1700  
Sacramento, CA 95814

Dear Dr. Ewing:

In order to draw down Mental Health Services Act Innovation funds that are subject to reversion, the Shasta County Health and Human Services Agency wishes to extend its current Innovations project by one year.

Our Innovation plan for the CARE Center was approved on Dec. 17, 2015, by the Mental Health Services Oversight and Accountability Commission (MHSOAC), and it met all of the required elements of an Innovative proposal as stated in the Innovation Regulations. Shasta County's MHSA Stakeholder Workgroup endorsed extending the project by a year during its June 27, 2018, quarterly meeting. The Mental Health, Alcohol and Drug Advisory Board voted to support the extension on Sept. 5, 2018, and the Shasta County Board of Supervisors approved the proposal on XXXXXXXX. The contractor who is providing this service for the county, Hill Country Community Clinic, supports the extension.

We are not requesting any changes to the project beyond another year, as the pilot project is delivering very promising results, and the community partner who is running the facility could benefit from an additional year to solidify plans for funding it beyond the pilot phase. The additional time request does not exceed the five-year limitation imposed upon Innovations projects.

The original learning objectives were to determine:

1. The extent to which the after-hours Project improves access to services, particularly for individuals currently un-served or under-served by the existing mental health system.
2. Whether the project reduces mental health crises, including trips to the emergency room, in both human and economic benefits.
3. The extent to which an after-hours "one-stop" resource center can help bridge service gaps, facilitate access to community-based resources, and better meet individual and family needs.
4. The impact of the project on families, by partnering with other agencies and community-based organizations such as NAMI, including family-focused services as a priority, and increasing access to mental health services and supports for family members with competing daytime responsibilities.
5. The elements of the project that are most associated with successful outcomes, with a particular focus on effective collaborative approaches.

The learning objectives have not changed, nor has the target population. Data is showing that we are serving about three times more people than originally anticipated, and while the number of

"Engaging individuals, families and communities to protect and improve health and wellbeing."

[www.shastahhsa.net](http://www.shastahhsa.net)

emergency department visits hasn't yet dropped dramatically, it is beginning to taper down as more people become aware of the CARE Center. We have also discovered that we are serving a very large volume of people who otherwise wouldn't have sought services at all, which is meeting a critical gap in our community mental health services.

This additional year would add approximately \$740,000 to the project cost, which would draw down Shasta County's Innovations funds from 2016-17 and 2017-18. The original, approved Innovation plan stated that the Shasta County Health and Human Services Agency and Hill Country Community Clinic would look at alternative funding sources after the pilot if it was determined that it was worthwhile to continue operating the CARE Center, and that plan will not change with the extension that we are requesting.

Looking to the future, Shasta County has begun preliminary discussions with staff about proposals for a future Innovation project, and an intensive stakeholder feedback process will be initiated later this year. It is our goal to have a new Innovation plan ready to present to the MHSOAC in mid-2019.

Sincerely,

Donnell Ewert, MPH, Director  
Shasta County Health and Human Services Agency  
(530) 225-5899  
dewert@co.shasta.ca.us

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - Health and Human Services-10.

**SUBJECT:**

HHSA-PH Agreement with Basic Laboratory, Inc.

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

**STAFF REPORT APPROVED BY:** Terri Fields Hosler, MPH, RD-Public Health Branch Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Basic Laboratory, Inc. in an amount not to exceed \$10,000 to provide water quality testing services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**SUMMARY**

This is a standard ongoing agreement with Basic Laboratory for water quality testing services

**DISCUSSION**

The Health and Human Services Agency (HHSA) Public Health Laboratory (PHL) conducts tests on drinking water to identify the presence of bacterial contamination.

To conduct this testing the PHL must be accredited by the California Water Boards Environmental Laboratory Accreditation Program (ELAP). To meet ELAP's accreditation requirements, the PHL must have its water tested monthly. If the agreement is not in place then the PHL may not be accredited by the ELAP and would not be authorized to test drinking water.

Basic Laboratory is able to perform the required monthly quality checks, which includes testing for pH, chlorine, electrical conductance, total organic carbon, and heterotrophic plate counts. Additionally, there are regulations that limit the amount of time between water collection and testing and Basic Laboratory is the only lab that is geographically close enough to meet that requirement.

The agreement is retroactive due to an oversight during the recent transition in the Public Health Laboratory leadership.

**ALTERNATIVES**

Alternatives include not approving the agreement, amending the terms of the agreement or ceasing bacterial testing for drinking water.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The funds and appropriations associated with the recommendation have been included in the department’s Fiscal Year 2018-19 Adopted Budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Basic Laboratory Contract	10/3/2018	Basic Laboratory Contract

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
BASIC LABORATORY, INC.**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, Public Health Branch, a political subdivision of the State of California ("County") and Basic Laboratory, Inc., a California corporation ("Consultant") for the purpose of providing water testing to fulfill Environmental Accreditation Program Quality Assurance requirements (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide laboratory testing services for County for the tests itemized on the Shasta County Public Health Price List (the "Basic Laboratory 2018 - 2021 - Shasta Co Public Health Custom"), attached and incorporated herein as Exhibit A.
- B. Conduct all tests in accordance with the procedures approved by the California Department of Public Health ("CDPH") for providing public health laboratory tests.
- C. Handle all specimens in accordance with the 23<sup>rd</sup> edition of Standard Methods for the Examination of Water and Wastewater®, incorporated herein by reference.
- D. Comply with or exceed the minimum requirements for a public health laboratory as provided in California Code of Regulations, Title 17, Section 1078.
- E. Meet CDPH quality control standards as required of all accredited laboratories.
- F. Provide sample bottles and coolers to County at no cost.
- G. Submit written reports of laboratory test results to County within 20 County business days from date of receipt of specimens.
- H. Report unsatisfactory specimens to County within one working day of receipt of the specimen. For purposes of this agreement, an "unsatisfactory specimen" includes, but is not limited to, a specimen that is: greater than 30 hours old, not kept at the proper temperature, or not labeled correctly; or the requisition form does not match the specimen.
- I. 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 the outcomes achieved by Consultant.
- B. County shall collect the minimum volume of water required for the test requested in accordance with the standards set forth in the 23<sup>rd</sup> edition of Standard Methods for the Examination of Water and Wastewater©.
- C. County shall deliver samples to Consultant within 30 hours of collection, and samples shall be stored at a temperature of 10° C (50° F) or below at all times.
- D. County shall deliver all specimens in accordance with the standards set forth in the 23<sup>rd</sup> edition of Standard Methods for the Examination of Water and Wastewater© to 2218 Railroad Avenue, Redding, CA 96001.

**Section 3. COMPENSATION.**

- A. Consultant shall be paid the rates specified in the Discounted Price List, Exhibit A of this agreement, for the services described in this agreement. In no event shall compensation paid to Consultant exceed \$10,000 for the services described in this agreement.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to County's Health and Human Services Agency ("HHSA"), Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- 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.**

The initial term of this agreement shall be for one year beginning July 1, 2018 and ending June 30, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. 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 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 Shasta County 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 and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers,*

*employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
  - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
  - (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

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

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

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

provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

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

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

AGR.PH.BasicLaboratory.1821

DB#:

CC#: 41122

- 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 Public Health Branch  
                                Attn: Contract Unit 2650 Breslauer Way  
                                Redding, CA 96001  
                                Phone: 530-225-3761  
                                Fax: 530-225-3743

If to Consultant:       Basic Laboratory, Inc.  
                                2218 Railroad Ave  
                                Redding, CA 96001  
                                Phone: 530-243-7234  
                                Fax: 530-243-7494

- 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. 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 25. SCOPE AND OWNERSHIP OF WORK.**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, 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 26. COUNTY'S RIGHT OF SETOFF.**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

***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

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

By: 10/1/18 [Signature]  
Alan B. Cox  
Deputy County Council

**RISK MANAGEMENT APPROVAL**

By: [Signature] 09/28/18  
James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 10-1-18

By: [Signature]  
Jennifer McCurdy  
Project/Business Development Manager

## Basic Laboratory 2018 - 2021 - Shasta Co Public Health Custom

General Chemistry:	Certified Method	Price		Metals:	Certified Methods	Price	
		Water	Solid			Water	Solid
% Moisture / Solids	SM 2540G	\$20.00	\$20.00	Aluminum	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Acidity	SM 2310B	\$40.00	-	Antimony	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Alkalinity (with HCO <sub>3</sub> , CO <sub>3</sub> , Hydroxide)	SM 2320B	\$20.00	-	Arsenic	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Asbestos - Drinking Water	TEM	\$200.00	-	Barium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Asbestos - Bulk	PLM	-	\$88.00	Beryllium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
BOD - Biochemical Oxygen Demand	SM 5210	\$48.00	-	Boron	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
BOD - Carbonaceous	SM 5210	\$52.00	-	Cadmium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Bromate	EPA 300.0/1	\$48.00	-	Calcium	EPA 200.7 / 200.8 / 6010B	\$16.00	\$16.00
Bromate, Low Level	EPA 326	\$52.00	-	Chromium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Bromide	EPA 300.0	\$40.00	\$40.00+	Chromium, Hexavalent	EPA 218.6 / 218.7	\$60.00	-
COD - Chemical Oxygen Demand	EPA 5220	\$48.00	\$52.00	Chromium, Hexavalent	SM 3500Cr 8 (w) / 3060+7196A (s)	\$60.00	\$80.00
Chloride	EPA 300.0	\$20.00	\$20.00+	Chromium, Trivalent	EPA 200.8 / 218.6 / Calc	\$76.00	-
Chlorine (Total, Residual, or Free)	SM 4500Cl G	\$20.00	-	Cobalt	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Chlorophyll a	SM 10200H	\$96.00	-	Copper	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Color	SM 2120B	\$24.00	-	Iron	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Corrosivity (Aggressive Index)	Various	\$60.00	-	Iron, Ferrous	Hach	\$56.00	-
Corrosivity (Langlier Index)	Various	\$80.00	-	Lead	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Cyanide - Total	EPA 335.4	\$60.00	\$60.00	Lithium	EPA 200.7 / 6010B	\$24.00	\$24.00
Cyanide - WAD (Weak Acid Dissociable)	SM4500CN I	\$80.00	\$80.00	Magnesium	EPA 200.7 / 200.8 / 6010B	\$16.00	\$16.00
Fluoride	EPA 300.0	\$20.00	\$20.00+	Manganese	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Formaldehyde - Screen	HACH 8110	\$100.00	-	Mercury	EPA 245.1 / 7470 / 7471	\$52.00	\$52.00
Formaldehyde - Low Level	EPA 8315	\$300.00	-	Mercury, Low Level	EPA 1631E	\$100.00	Quote
Hardness	SM 2340C	\$20.00	-	Mercury, Methyl	EPA 1630	\$200.00	Quote
MBAS (Surfactants / Foaming Agents)	SM 5540	\$60.00	-	Molybdenum	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Ammonia (as Nitrogen)	EPA 350.1	\$36.00	\$48.00	Nickel	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Nitrate+Nitrite (as Nitrogen)	EPA 353.2	\$28.00	\$28.00+	Potassium	EPA 200.7 / 200.8 / 6010B	\$16.00	\$16.00
Nitrate (as Nitrogen)	EPA 353.2	\$28.00	\$28.00+	Selenium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Nitrite (as Nitrogen)	EPA 353.2	\$28.00	\$28.00+	Silicon (or Silica)	EPA 200.7 / 6010B	\$16.00	\$16.00
Nitrogen, Organic	Various	\$88.00	\$104.00	Silver	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Nitrogen, Total	Various	\$80.00	\$100.00	Sodium	EPA 200.7 / 200.8 / 6010B	\$16.00	\$16.00
TKN - Total Kjeldahl Nitrogen	EPA 351.2	\$52.00	\$56.00	Strontium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Odor	SM 2150B	\$20.00	-	Sulfur	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Oil & Grease	EPA 1664A	\$60.00	\$60.00	Thallium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
DOC - Dissolved Organic Carbon	SM 5310C	\$56.00	-	Tin	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
TOC - Total Organic Carbon	SM 5310C	\$48.00	-	Titanium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
DO - Dissolved Oxygen	SM 4500O G	\$20.00	-	Uranium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Perchlorate, Low Level	EPA 331.0	\$120.00	-	Vanadium	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
Perchlorate	EPA 314.0	\$100.00	-	Zinc	EPA 200.7 / 200.8 / 6010B / 6020	\$16.00	\$16.00
pH	SM 4500H+	\$16.00	-	<b>Additional Metals Methods and Groups:</b>			
pH - Soil	EPA 9045	-	\$20.00	Metals, Low Level	EPA 1638 (price/metal)	\$40.00	-
Phenols, Low Level (DW)	-	\$200.00	-	Lead in Paint	EPA 6010B	-	\$80.00
Phenols, Total	EPA 420.1	\$64.00	-	TCLP Metals (includes extraction and analysis)		\$320.00	
OPO4 - Orthophosphate	SM 4500P E	\$25.60	\$25.60+	STLC Metals (includes Citric Acid extraction and analysis)		\$300.00	
TPO4 - Total Phosphorus	SM 4500P E	\$36.00	-	STLC Metals (includes DI water extraction and analysis)		\$280.00	
TPO4 - Total Phosphorus - Soil	EPA 6020	-	\$44.00	CAM 17 (TTLC) Metals (includes digestion and analysis)		\$240.00	
Solids, Settleable	SM 2540F	\$20.00	-	CAM 5 (TTLC) Metals (includes digestion and analysis)		\$80.00	
Solids, Total (TS)	SM 2540B	\$22.40	\$22.40	<b>Sample Preparation Fees: (per sample)</b>			
Solids, Total Volatile (TVS)	SM 2540E	\$30.40	\$30.40	Metals Digestion Fee - Water (<3 metals per sample)		\$10.00	
Solids, Total Dissolved (TDS)	SM 2540C	\$22.40	-	Metals Digestion Fee - Soil		\$10.00	
Solids, Fixed Dissolved (FDS)	SM 2540E	\$36.00	-	Extraction Fee - CA-WET DI Water		\$80.00	
Solids, Total Suspended (TSS)	SM 2540D	\$22.40	-	Extraction Fee - CA-WET STLC (Citric Acid)		\$100.00	
Solids, Total Volatile Suspended (TVSS)	SM 2540E	\$30.40	-	Extraction Fee - TCLP		\$120.00	
Conductivity (EC, Specific Conductance)	SM 2510B	\$16.00	\$16.00+	Grinding / Pulverizing / Sieving		Quote	
Sulfate	EPA 300.0	\$20.00	\$20.00+	Compositing (per original samples)		\$12.50	
Sulfide	SM 4500S D	\$40.00	-	Filtration - for dissolved analysis		\$12.50	
Sulfite	SM 4500SO3 B	\$36.00	-	Filtration, Cleanroom - for low level analysis		\$18.00	
Tannins & Lignins	SM 5550	\$48.00	-	Sample Handling & Disposal Fee (excluding bacteria samples)		\$1.00	
Temperature	SM 2550	\$16.00	-	<b>Bioassay:</b>			
TPH - Total Petroleum Hydrocarbons	EPA 1664A	\$80.00	\$85.00	Rainbow Trout - 96 Hour Acute Toxicity		\$340.00	
Turbidity	SM 2130B	\$20.00	-	Bioassay, All Other - Chronic, Three Species, Fathead Minnow, etc.		Quote	
<b>Solids Preparation Fees - General Chemistry: (per sample)</b>							
Extraction Fee for Anions (1:3 / 1:5 - not CA WET)			\$16.00				

For additional information please contact our Redding laboratory at 530-243-7234 or our Chico laboratory at 530-894-8966.

AGR.PH.BasicLaboratory.1821

DB#:

CC#: 41122

For additional information please contact our Redding laboratory at 530-243-7234 or our Chico laboratory at 530-894-8966.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - Health and Human Services-11.

**SUBJECT:**

Medicare enrollment application revalidation and authorization.

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

**STAFF REPORT APPROVED BY:** Terri Fields Hosler, MPH, RD-Public Health Branch Director

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

**RECOMMENDATION**

Take the following actions: (1) Approve and authorize the Chairman (as 1st Authorized Official) and the Vice Chairman (as 2nd Authorized Official) to sign the Medicare Enrollment application to update provider information for Public Health mass immunizations; (2) approve and authorize the County Executive Officer (as 1st Delegated Official) and the Health and Human Services Agency (HHS) Director (as 2nd Delegated Official) to sign the Medicare Enrollment application which designates authority to sign future Medicare certification statements; (3) approve and authorize the HHS Director to sign the Medicare participating physician or supplier agreement; and (4) authorize the Chairman to sign a letter attesting to County's legal and financial responsibilities related to Medicare payments received by the County.

**SUMMARY**

N/A

**DISCUSSION**

In accordance with the Patient Protection and Affordable Care Act, all enrolled Medicare providers are required to revalidate enrollment information every five years or as required for program integrity purposes. Public Health received notification from the Medicare Administrative Contractor that it is required to revalidate its enrollment information this year by submitting new Medicare Enrollment Applications (CMS-855B) for Public Health Mass Immunizations. The application also includes updated certification statements showing who is authorized to sign on behalf of the County and who is delegated to make changes and/or updates to Public Health's status related to the Medicare program. As in the past, the first delegated official continues to be Lawrence G. Lees, County Executive Officer and the second delegated official continues to be HHS Director, Donnell Ewert.

In addition to the applications, an attestation letter is required for government agencies, stating that the County will be legally and financially responsible in the event there is any outstanding debt, such as overpayments, owed to the Medicare

Administrative Contractor for Medicare payments received by the County.

Failure to complete the enrollment application process could result in Medicare billing privileges being deactivated.

**ALTERNATIVES**

One alternative is to not approve the application, which will preclude the Public Health Branch from obtaining reimbursement for services provided to Medicare beneficiaries. Another alternative is to not allow delegated official signers, which will require any future changes to the Medicare enrollment forms to be specifically approved by the Board.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

No additional County General Funds are requested with approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
CMS-460	9/24/2018	CMS-460
Attestation Letter	10/4/2018	Attestation Letter
855-B Application	10/4/2018	855-B Application

**MEDICARE PARTICIPATING PHYSICIAN OR SUPPLIER AGREEMENT**

Name(s) and Address of Participant* County of Shasta Health and Human Services Agency through its Public Health Branch    	National Provider Identifier (NPI)*    
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\*List all names and the NPI under which the participant files claims with the Medicare Administrative Contractor (MAC)/carrier with whom this agreement is being filed.

The above named person or organization, called "the participant," hereby enters into an agreement with the Medicare program to accept assignment of the Medicare Part B payment for all services for which the participant is eligible to accept assignment under the Medicare law and regulations and which are furnished while this agreement is in effect.

- 1. Meaning of Assignment:** For purposes of this agreement, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the MAC/carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.
- 2. Effective Date:** If the participant files the agreement with any MAC/carrier during the enrollment period, the agreement becomes effective \_\_\_\_\_.
- 3. Term and Termination of Agreement:** This agreement shall continue in effect through December 31 following the date the agreement becomes effective and shall be renewed automatically for each 12-month period January 1 through December 31 thereafter unless one of the following occurs:
  - a. During the enrollment period provided near the end of any calendar year, the participant notifies in writing every MAC/carrier with whom the participant has filed the agreement or a copy of the agreement that the participant wishes to terminate the agreement at the end of the current term. In the event such notification is mailed or delivered during the enrollment period provided near the end of any calendar year, the agreement shall end on December 31 of that year.
  - b. The Centers for Medicare & Medicaid Services may find, after notice to and opportunity for a hearing for the participant, that the participant has substantially failed to comply with the agreement. In the event such a finding is made, the Centers for Medicare & Medicaid Services will notify the participant in writing that the agreement will be terminated at a time designated in the notice. Civil and criminal penalties may also be imposed for violation of the agreement.

Signature of participant (or authorized representative of participating organization)	Date
Title (if signer is authorized representative of organization)	Office Phone Number (including area code)
Received by (name of carrier)	Initials of Carrier Official Effective Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0373. The time required to complete this information collection is estimated to average 15 minutes per response, including the time to review instructions, search existing data resources, gather the data needed and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

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## **INSTRUCTIONS FOR THE MEDICARE PARTICIPATING PHYSICIAN AND SUPPLIER AGREEMENT (CMS-460)**

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To sign a participation agreement is to agree to accept assignment for all covered services that you provide to Medicare patients.

### **WHY PARTICIPATE?**

If you bill for physicians' professional services, services and supplies provided incident to physicians' professional services, outpatient physical and occupational therapy services, diagnostic tests, or radiology services, your Medicare fee schedule amounts are 5 percent higher if you participate. Also, providers receive direct and timely reimbursement from Medicare.

Regardless of the Medicare Part B services for which you are billing, participants have "one stop" billing for beneficiaries who have Medigap coverage not connected with their employment and who assign both their Medicare and Medigap payments to participants. After we have made payment, Medicare will send the claim on to the Medigap insurer for payment of all coinsurance and deductible amounts due under the Medigap policy. The Medigap insurer must pay the participant directly.

Currently, the large majority of physicians, practitioners and suppliers are billing under Medicare participation agreements.

### **WHEN THE DECISION TO PARTICIPATE CAN BE MADE:**

- Toward the end of each calendar year, all MAC/carriers have an open enrollment period. The open enrollment period generally is from mid-November through December 31. During this period, providers who are currently enrolled in the Medicare Program can change their current participation status beginning the next calendar year on January 1. This is the only time these providers are given the opportunity to change their participation status. These providers should contact their MAC/carrier to learn where to send the agreement, and get the exact dates for the open enrollment period when the agreement will be accepted.
- New physicians, practitioners, and suppliers can sign the participation agreement and become a Medicare participant at the time of their enrollment into the Medicare Program. The participation agreement will become effective on the date of filing; i.e., the date the participant mails (post-mark date) the agreement to the carrier or delivers it to the carrier.

Contact your MAC/carrier to get the exact dates the participation agreement will be accepted, and to learn where to send the agreement.

### **WHAT TO DO DURING OPEN ENROLLMENT:**

If you choose to be a participant:

- Do nothing if you are currently participating, or
- If you are not currently a Medicare participant, complete the blank agreement (CMS-460) and mail it (or a copy) to each carrier to which you submit Part B claims. (On the form show the name(s) and identification number(s) under which you bill.)

If you decide not to participate:

- Do nothing if you are currently not participating, or
- If you are currently a participant, write to each carrier to which you submit claims, advising of your termination effective the first day of the next calendar year. This written notice must be postmarked prior to the end of the current calendar year.



**WHAT TO DO IF YOU'RE A NEW PHYSICIAN, PRACTITIONER OR SUPPLIER:**

If you choose to be a participant:

- Complete the blank agreement (CMS-460) and submit it with your Medicare enrollment application to your MAC/carrier.
- If you have already enrolled in the Medicare program, you have 90 days from when you are enrolled to decide if you want to participate. If you decide to participate within this 90-day timeframe, complete the CMS-460 and send to your MAC/carrier.

If you decide not to participate:

- Do nothing. All new physicians, practitioners, and suppliers that are newly enrolled are automatically non-participating. You are not considered to be participating unless you submit the CMS-460 form to your MAC/carrier.

We hope you will decide to be a Medicare participant.

Please call the MAC/carrier in your jurisdiction if you have any questions or need further information on participation.

**DO NOT SEND YOUR CMS-460 FORM TO CMS, SEND TO YOUR MAC/CARRIER. IF YOU SEND YOUR FORMS TO CMS, IT WILL DELAY PROCESSING OF YOUR CMS-460 FORMS.**

To view updates and the latest information about Medicare, or to obtain telephone numbers of the various Medicare Administrative Contractor (MAC)/carrier contacts including the MAC/carrier medical directors, please visit the CMS web site at <http://www.cms.gov/>.

October 16, 2018

Medicare Part B  
Attn: Provider Enrollment  
P.O. Box 6774  
Fargo, ND 58108-6774

To Whom It May Concern:

Pursuant to Section 5 of the Medicare Enrollment Application (CMS-855B) I, Les Baugh, Chairman of the Shasta County Board of Supervisors, attest that Shasta County will be legally and financially responsible for Medicare payments received, in the event that there is any outstanding debt owed to the Centers for Medicare & Medicaid Services (CMS) pursuant to the terms of this application.

Sincerely,

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



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# MEDICARE ENROLLMENT APPLICATION

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**Clinics/Group Practices  
and Certain Other Suppliers**

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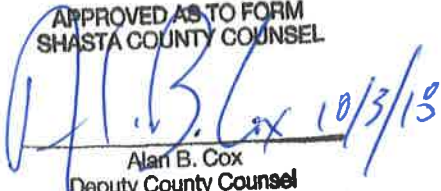
## CMS-855B

SEE PAGE 1 TO DETERMINE IF YOU ARE COMPLETING THE CORRECT APPLICATION.

SEE PAGE 2 FOR INFORMATION ON WHERE TO MAIL THIS APPLICATION.

SEE PAGE 35 TO FIND A LIST OF THE SUPPORTING DOCUMENTATION THAT MUST BE SUBMITTED WITH THIS APPLICATION.

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

  
Alan B. Cox  
Deputy County Counsel

**CMS**  
CENTERS for MEDICARE & MEDICAID SERVICES

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**WHO SHOULD SUBMIT THIS APPLICATION**

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Clinics and group practices can apply for enrollment in the Medicare program or make a change in their enrollment information using either:

- The Internet-based Provider Enrollment, Chain and Ownership System (PECOS), or
- The paper enrollment application process (e.g., CMS 855B).

For additional information regarding the Medicare enrollment process, including Internet-based PECOS, go to <http://www.cms.gov/MedicareProviderSupEnroll>.

Clinics and group practices who are enrolled in the Medicare program, but have not submitted the CMS 855B since 2003, are required to submit a Medicare enrollment application (i.e., Internet-based PECOS or the CMS 855B) as an initial application when reporting a change for the first time.

The following suppliers must complete this application to initiate the enrollment process:

- |  |  |
|--|--|
| • Ambulance Service Supplier                     | • Mammography Center                     |
| • Ambulatory Surgical Center                     | • Mass Immunization (Roster Biller Only) |
| • Clinic/Group Practice                          | • Part B Drug Vendor                     |
| • Independent Clinical Laboratory                | • Portable X-ray Supplier                |
| • Independent Diagnostic Testing Facility (IDTF) | • Radiation Therapy Center               |
| • Intensive Cardiac Rehabilitation Supplier      |  |

If your supplier type is not listed above, contact your designated fee-for-service contractor before you submit this application.

Complete and submit this application if you are an organization/group that plans to bill Medicare and you are:

- **A medical practice or clinic that will bill for Medicare Part B services** (e.g., group practices, clinics, independent laboratories, portable x-ray suppliers).
- **A hospital or other medical practice or clinic** that may bill for Medicare Part A services but will also bill for Medicare Part B practitioner services or provide purchased laboratory tests to other entities that bill Medicare Part B.
- **Currently enrolled with a Medicare fee-for-service contractor but need to enroll in another fee-for-service contractor's jurisdiction** (e.g., you have opened a practice location in a geographic territory serviced by another Medicare fee-for-service contractor).
- **Currently enrolled in Medicare and need to make changes to your enrollment data** (e.g., you have added or changed a practice location). Changes must be reported in accordance with the timeframes established in 42 C.F.R. § 424.516(d). (IDTF changes of information must be reported in accordance with 42 C.F.R. § 410.33.)

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**BILLING NUMBER INFORMATION**

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The National Provider Identifier (NPI) is the standard unique health identifier for health care providers and is assigned by the National Plan and Provider Enumeration System (NPPES). **As a Medicare health supplier, you must obtain an NPI prior to enrolling in Medicare or before submitting a change for your existing Medicare enrollment information.** Applying for an NPI is a process separate from Medicare enrollment. As a supplier, it is your responsibility to determine if you have "subparts." A subpart is a component of an organization (supplier) that furnishes healthcare and is not itself a legal entity. If you do have subparts, you must determine if they should obtain their own unique NPIs. Before you complete this enrollment application, you need to make those determinations and obtain NPI(s) accordingly.

**Important: For NPI purposes, sole proprietors and sole proprietorships are considered to be “Type 1” providers. Organizations (e.g., corporations, partnerships) are treated as “Type 2” entities. When reporting the NPI of a sole proprietor on this application, therefore, the individual’s Type 1 NPI should be reported; for organizations, the Type 2 NPI should be furnished.**

To obtain an NPI, you may apply online at <https://NPES.cms.hhs.gov>. For more information about subparts, visit [www.cms.gov/NationalProvIdentStand](http://www.cms.gov/NationalProvIdentStand) to view the “Medicare Expectations Subparts Paper.”

The Medicare Identification Number, often referred to as a Provider Transaction Access Number (PTAN) or Medicare “legacy” number, is a generic term for any number other than the NPI that is used to identify a Medicare supplier.

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## INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS APPLICATION

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- Type or print all information so that it is legible. Do not use pencil.
- Report additional information within a section by copying and completing that section for each additional entry.
- Attach all required supporting documentation.
- Keep a copy of your completed Medicare enrollment package for your records.
- Send the completed application with original signatures and all required documentation to your designated Medicare fee-for-service contractor.

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## AVOID DELAYS IN YOUR ENROLLMENT

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To avoid delays in the enrollment process, you should:

- Complete all required sections.
- Ensure that the legal business name shown in Section 2 matches the name on the tax documents.
- Ensure that the correspondence address shown in Section 2 is the supplier’s address.
- Enter your NPI in the applicable sections.
- Enter all applicable dates.
- Ensure that the correct person signs the application.
- Send your application and all supporting documentation to the designated fee-for-service contractor.

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## ADDITIONAL INFORMATION

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For additional information regarding the Medicare enrollment process, visit [www.cms.gov/MedicareProviderSupEnroll](http://www.cms.gov/MedicareProviderSupEnroll).

The fee-for-service contractor may request, at any time during the enrollment process, documentation to support and validate information reported on the application. You are responsible for providing this documentation in a timely manner.

Certain information you provide on this application is considered to be protected under 5 U.S.C. Section 552(b)(4) and/or (b)(6), respectively. For more information, see the last page of this application for the Privacy Act Statement.

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## MAIL YOUR APPLICATION

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The Medicare fee-for-service contractor (also referred to as a carrier or a Medicare administrative contractor) that services your State is responsible for processing your enrollment application. To locate the mailing address for your fee-for-service contractor, go to [www.cms.gov/MedicareProviderSupEnroll](http://www.cms.gov/MedicareProviderSupEnroll).

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## SECTION 1: BASIC INFORMATION

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### NEW ENROLLEES AND THOSE WITH A NEW TAX ID NUMBER

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If you are:

- Enrolling in the Medicare program for the first time with this Medicare fee-for-service contractor under this tax identification number.
- Already enrolled with a Medicare fee-for-service contractor but are establishing a practice location in another fee-for-service contractor's jurisdiction.
- Enrolled with a Medicare fee-for-service contractor but have a new tax identification number. If you are reporting a change to your tax identification number, you must complete a new application.
- A hospital or an individual hospital department that is enrolling with a fee-for-service contractor to bill for Part B services.

The following actions apply to Medicare suppliers already enrolled in the program:

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### ENROLLED MEDICARE SUPPLIERS

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#### Reactivation

To reactivate your Medicare billing privileges, submit this enrollment application. In addition, prior to being reactivated, you must be able to submit a valid claim and meet all current requirements for your supplier type before reactivation may occur.

#### Voluntary Termination

A supplier should voluntarily terminate its Medicare enrollment when it:

- Will no longer be rendering services to Medicare patients, or
- Is planning to cease (or has ceased) operations.

#### Change of Ownership

If a hospital, ambulatory surgical center, or portable X-ray supplier is undergoing a change of ownership (CHOW) in accordance with the principles outlined in 42 C.F.R. 489.18, the entity must submit a new application for the new ownership.

#### Change of Information

A change of information should be submitted if you are changing, adding or deleting information under your current tax identification number.

Changes in your existing enrollment data must be reported to the fee-for-service contractor in accordance with 42 C.F.R. § 424.516 (Physician and Non Physician Practitioner Organizations). (IDTF changes of information must comply with the provisions found at 42 C.F.R. § 410.33.)

If you are already enrolled in Medicare and are not receiving Medicare payments via EFT, any change to your enrollment information will require you to submit a CMS-588 form. All future payments will then be made via EFT.

#### Revalidation

CMS may require you to submit or update your enrollment information. The fee-for-service contractor will notify you when it is time for you to revalidate your enrollment information. Do not submit a revalidation application until you have been contacted by the fee-for-service contractor.

**SECTION 1: BASIC INFORMATION****ALL APPLICANTS MUST COMPLETE THIS SECTION** *(See instructions for details.)***A. Check one box and complete the required sections.**

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
<input type="checkbox"/> You are a <b>new enrollee</b> in Medicare	Enter your Medicare Identification Number <i>(if issued)</i> and the NPI you would like to link to this number in Section 4.	<b>Complete all applicable sections</b> <b>Ambulance suppliers</b> must complete <b>Attachment 1</b> <b>IDTF suppliers</b> must complete <b>Attachment 2</b>
<input type="checkbox"/> You are <b>enrolling in another fee-for-service contractor's jurisdiction</b>	Enter your Medicare Identification Number <i>(if issued)</i> and the NPI you would like to link to this number in Section 4.	<b>Complete all applicable sections</b> <b>Ambulance suppliers</b> must complete <b>Attachment 1</b> <b>IDTF suppliers</b> must complete <b>Attachment 2</b>
<input type="checkbox"/> You are <b>reactivating</b> your Medicare enrollment	Enter your Medicare Identification Number <i>(if issued)</i> and the NPI you would like to link to this number in Section 4.	<b>Complete all applicable sections</b> <b>Ambulance suppliers</b> must complete <b>Attachment 1</b> <b>IDTF suppliers</b> must complete <b>Attachment 2</b>
	Medicare Identification Number(s) <i>(if issued)</i> :	
	National Provider Identifier <i>(if issued)</i> :	
<input type="checkbox"/> You are <b>voluntarily terminating</b> your Medicare enrollment. (This is not the same as "opting out" of the program)	Effective Date of Termination:	Sections <b>1, 2B1, 13</b> , and either <b>15 or 16</b>
	Medicare Identification Number(s) to Terminate <i>(if issued)</i> :	If you are terminating an employment arrangement with a physician assistant, complete Sections <b>1A, 2G, 13</b> , and either <b>15 or 16</b>
	National Provider Identifier <i>(if issued)</i> :	

**SECTION 1: BASIC INFORMATION (Continued)****ALL APPLICANTS MUST COMPLETE THIS SECTION (See instructions for details.)****A. Check one box and complete the required sections.**

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
<input type="checkbox"/> You are <b>changing</b> your Medicare information	Medicare Identification Number:  National Provider Identifier (if issued):	Go to Section 1B
<input checked="" type="checkbox"/> You are <b>revalidating</b> your Medicare enrollment	Enter your Medicare Identification Number (if issued) and the NPI you would like to link to this number in Section 4.	<b>Complete all applicable sections</b> <b>Ambulance suppliers</b> must complete <b>Attachment 1</b> <b>IDTF suppliers</b> must complete <b>Attachment 2</b>



**SECTION 1: BASIC INFORMATION (Continued)****B. Check all that apply and complete the required sections:**

	<b>REQUIRED SECTIONS</b>
<input checked="" type="checkbox"/> Identifying Information	<b>1, 2</b> (complete only those sections that are changing), <b>3, 13</b> , and either <b>15</b> (if you are an authorized official) or <b>16</b> (if you are a delegated official), and <b>6</b> for the signer if that authorized or delegated official has not been established for this supplier
<input checked="" type="checkbox"/> Final Adverse Actions/Convictions	<b>1, 2B1, 3, 13</b> , and either <b>15</b> (if you are an authorized official) or <b>16</b> (if you are a delegated official), and <b>6</b> for the signer if that authorized or delegated official has not been established for this supplier
<input checked="" type="checkbox"/> Practice Location Information, Payment Address & Medical Record Storage Information	<b>1, 2B1, 3, 4</b> (complete only those sections that are changing), <b>13</b> , and either <b>15</b> (if you are an authorized official) or <b>16</b> (if you are a delegated official), and <b>6</b> for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Change of Ownership (Hospitals, Portable X-Ray Suppliers & Ambulatory Surgical Centers Only)	<b>Complete all sections and provide a copy of the sales agreement</b>
<input checked="" type="checkbox"/> Ownership Interest and/or Managing Control Information (Organizations)	<b>1, 2B1, 3, 5, 13</b> , and either <b>15</b> (if you are an authorized official) or <b>16</b> (if you are a delegated official), and <b>6</b> for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Ownership Interest and/or Managing Control Information (Individuals)	<b>1, 2B1, 3, 6, 13</b> , and either <b>15</b> (if you are an authorized official) or <b>16</b> (if you are a delegated official), and <b>6</b> for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Billing Agency Information	<b>1, 2B1, 3, 8</b> (complete only those sections that are changing), <b>13</b> , and either <b>15</b> (if you are an authorized official) or <b>16</b> (if you are a delegated official), and <b>6</b> for the signer if that authorized or delegated official has not been established for this supplier
<input checked="" type="checkbox"/> Authorized Official(s)	<b>1, 2B1, 3, 13, 15 or 16</b> (if you are a delegated official), and <b>6</b> for the signer if that authorized or delegated official has not been established for this supplier
<input checked="" type="checkbox"/> Delegated Official(s) (Optional)	<b>1, 2B1, 3, 13, 15, 16</b> , and <b>6</b> for the signer if that delegated official has not been established for this supplier.

**SECTION 1: BASIC INFORMATION (Continued)**

<b>ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (ONLY)</b>	<b>REQUIRED SECTIONS</b>
<input type="checkbox"/> Geographic Area	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 1(A)</b>
<input type="checkbox"/> State License Information	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 1(B)</b>
<input type="checkbox"/> Paramedic Intercept Services Information	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 1(C)</b>
<input type="checkbox"/> Vehicle Information	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 1(D)</b>
<b>ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (ONLY)</b>	<b>REQUIRED SECTIONS</b>
<input type="checkbox"/> CPT-4 and HCPCS Codes	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 2(B)</b>
<input type="checkbox"/> Interpreting Physician Information	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 2(C)</b>
<input type="checkbox"/> Personnel (Technicians) Who Perform Tests	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 2(D)</b>
<input type="checkbox"/> Supervising Physician(s)	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 2(E)</b>
<input type="checkbox"/> Liability Insurance Information	<b>1, 2B1, 3, 13, and 15</b> if you are the authorized official <b>or 16</b> if you are the delegated official <b>Attachment 2(F)</b>

**SECTION 2: IDENTIFYING INFORMATION****A. Type of Supplier**

Check the appropriate box to identify the type of supplier you are enrolling as with Medicare. If you are more than one type of supplier, submit a separate application for each type. If you change the type of service that you provide (i.e., become a different supplier type), submit a new application.

Your organization must meet all Federal and State requirements for the type of supplier checked below.

**TYPE OF SUPPLIER: (Check one only)**

- |   |  |
|---|--|
| <input type="checkbox"/> Ambulance Service Supplier                 | <input type="checkbox"/> Mass Immunization (Roster Biller Only)                  |
| <input type="checkbox"/> Ambulatory Surgical Center                 | <input type="checkbox"/> Pharmacy  |
| <input type="checkbox"/> Clinic/Group Practice                      | <input type="checkbox"/> Physical/Occupational Therapy Group in Private Practice |
| <input type="checkbox"/> Hospital Department(s)                     | <input type="checkbox"/> Portable X-ray Supplier                                 |
| <input checked="" type="checkbox"/> Independent Clinical Laboratory | <input type="checkbox"/> Radiation Therapy Center                                |
| <input type="checkbox"/> Independent Diagnostic Testing Facility    | <input type="checkbox"/> Other (Specify): _____                                  |
| <input type="checkbox"/> Intensive Cardiac Rehabilitation           |  |
| <input type="checkbox"/> Mammography Center                         |  |

**B. Supplier Identification Information****1. BUSINESS INFORMATION**

Legal Business Name (not the "Doing Business As" name) as reported to the Internal Revenue Service

County of Shasta

Tax Identification Number

94-6000535

Other Name Shasta County Health and Human Services Agency through its Public Health Branch	Type of Other Name <input type="checkbox"/> Former Legal Business Name <input type="checkbox"/> Doing Business As Name <input checked="" type="checkbox"/> Other (Specify): <u>Agency within County of Shasta</u>
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Identify how your business is registered with the IRS. (NOTE: If your business is a Federal and/or State government provider or supplier, indicate "Non-Profit" below.)

☐ Proprietary ☒ Non-Profit

**NOTE:** If a checkbox indicating Proprietary or non-profit status is not completed, the provider/supplier will be defaulted to "Proprietary."

Identify the type of organizational structure of this provider/supplier (Check one)

- |  |   |                                      |
|--|---|--------------------------------------|
| <input type="checkbox"/> Corporation     | <input type="checkbox"/> Limited Liability Company                            | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietor | <input checked="" type="checkbox"/> Other (Specify): <u>County Government</u> |                                      |

Incorporation Date (mm/dd/yyyy) (if applicable)

State Where Incorporated (if applicable)

Is this supplier an Indian Health Facility enrolling with the designated Indian Health Service (IHS) Medicare Administrative Contractor (MAC)?

☐ Yes ☒ No

**SECTION 2: IDENTIFYING INFORMATION (Continued)****2. STATE LICENSE INFORMATION/CERTIFICATION INFORMATION**

Provide the following information if the supplier has a State license/certification to operate as the supplier type for which you are enrolling.

☒ State License Not Applicable

License Number	State Where Issued
Effective Date (mm/dd/yyyy)	Expiration/Renewal Date (mm/dd/yyyy)

**Certification Information**

☒ Certification Not Applicable

Certification Number	State Where Issued
Effective Date (mm/dd/yyyy)	Expiration/Renewal Date (mm/dd/yyyy)

**3. CORRESPONDENCE ADDRESS**

Provide contact information for the entity or person listed in Question 1 of this section. Once enrolled, the information provided below will be used by the fee-for-service contractor if it needs to contact you directly. This address cannot be a billing agency's address.

Mailing Address Line 1 (Street Name and Number)

2650 Breslauer Way

Mailing Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Redding	CA	96001-4246
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)
(530) 245-6298	(530) 229-8190	

**C. Hospitals Only**

This section should only be completed by hospitals that are currently enrolled or enrolling with a fee-for-service contractor (the Part A Medicare contractor), and will be billing a fee-for-service contractor for Medicare Part B services, as follows:

- Hospitals that need departmental billing numbers to bill for Part B practitioner services.
- Hospitals requiring a Part B billing number to provide pathology services.
- Hospitals requiring a Medicare Part B billing number to provide purchased tests to other Medicare Part B billers.
- If the hospital requires more than one departmental Part B billing number, list each department needing a number.

If your organization is not a hospital, and believes it will need a Part B billing number, contact the designated fee-for-service contractor to determine if this form should be submitted.

**SECTION 2: IDENTIFYING INFORMATION (Continued)****C. Hospitals Only (Continued)**

**NOTE:** If your hospital is enrolling a clinic that is not provider-based, do not complete this section.

Check ☐ "Clinic/Group Practice" in Section 2A and complete this entire application for the clinic.

1. Are you going to:

☐ bill for the entire hospital with one billing number? (If yes, continue to Section 2D.)

☐ separately bill for each hospital department? (If yes, answer Question 2.)

2. List the hospital departments for which you plan to bill separately:

DEPARTMENT	MEDICARE IDENTIFICATION NUMBER	NPI

**D. Comments/Special Circumstances**

Explain any unique circumstances concerning your practice location, the method by which you render health care services, etc.

**E. Physical Therapy (PT) and Occupational Therapy (OT) Groups Only**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Are all of the group's PT/OT services rendered in patients' homes or in the group's private office space? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Does this group maintain private office space?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Does this group own, lease, or rent its private office space?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. Is this private office space used exclusively for the group's private practice?                           | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5. Does this group provide PT/OT services outside of its office and/or patients' homes?                      | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

If you responded YES to any of the questions 2–5 above, submit a copy of the lease agreement that gives the group exclusive use of the facilities for PT/OT services.

**F. Accreditation for Ambulatory Surgical Centers (ASCs) Only**

**NOTE:** Copy and complete this section if more than one accreditation needs to be reported.

Check one of the following and furnish any additional information as requested:

☐ The enrolling ASC supplier is accredited.

☐ The enrolling ASC supplier is not accredited (includes exempt providers).

Name of Accrediting Organization

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration of Current Accreditation (mm/dd/yyyy)

**SECTION 2: IDENTIFYING INFORMATION (Continued)****G. Termination of Physician Assistants (Only)**

Complete this section to delete employed physician assistants from your group or clinic.

EFFECTIVE DATE OF DEPARTURE	PHYSICIAN ASSISTANT'S NAME	PHYSICIAN ASSISTANT'S MEDICARE IDENTIFICATION NUMBER	PHYSICIAN ASSISTANT'S NPI

**H. Advanced Diagnostic Imaging (ADI) Suppliers Only**

This section must be completed by all suppliers that also furnish and will bill Medicare for ADI services. All suppliers furnishing ADI services MUST be accredited in each ADI Modality checked below to qualify to bill Medicare for those services.

Check each ADI modality this supplier will furnish and the name of the Accrediting Organization that accredited that ADI Modality for this supplier.

☐ **Magnetic Resonance Imaging (MRI)**

Name of Accrediting Organization for MRI

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

☐ **Computed Tomography (CT)**

Name of Accrediting Organization for CT

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

☐ **Nuclear Medicine (NM)**

Name of Accrediting Organization for NM

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

☐ **Positron Emission Tomography (PET)**

Name of Accrediting Organization for PET

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

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### SECTION 3: FINAL ADVERSE LEGAL ACTIONS/CONVICTIONS

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This section captures information on final adverse legal actions, such as convictions, exclusions, revocations, and suspensions. All applicable final adverse legal actions must be reported, regardless of whether any records were expunged or any appeals are pending.

#### Convictions

1. The provider, supplier, or any owner of the provider or supplier was, within the last 10 years preceding enrollment or revalidation of enrollment, convicted of a Federal or State felony offense that CMS has determined to be detrimental to the best interests of the program and its beneficiaries.

Offenses include:

Felony crimes against persons and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; financial crimes, such as extortion, embezzlement, income tax evasion, insurance fraud and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; any felony that placed the Medicare program or its beneficiaries at immediate risk (such as a malpractice suit that results in a conviction of criminal neglect or misconduct); and any felonies that would result in a mandatory exclusion under Section 1128(a) of the Act.

2. Any misdemeanor conviction, under Federal or State law, related to: (a) the delivery of an item or service under Medicare or a State health care program, or (b) the abuse or neglect of a patient in connection with the delivery of a health care item or service.
3. Any misdemeanor conviction, under Federal or State law, related to theft, fraud, embezzlement, breach of fiduciary duty, or other financial misconduct in connection with the delivery of a health care item or service.
4. Any felony or misdemeanor conviction, under Federal or State law, relating to the interference with or obstruction of any investigation into any criminal offense described in 42 C.F.R. Section 1001.101 or 1001.201.
5. Any felony or misdemeanor conviction, under Federal or State law, relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

#### Exclusions, Revocations, or Suspensions

1. Any revocation or suspension of a license to provide health care by any State licensing authority. This includes the surrender of such a license while a formal disciplinary proceeding was pending before a State licensing authority.
2. Any revocation or suspension of accreditation.
3. Any suspension or exclusion from participation in, or any sanction imposed by, a Federal or State health care program, or any debarment from participation in any Federal Executive Branch procurement or non-procurement program.
4. Any current Medicare payment suspension under any Medicare billing number.
5. Any Medicare revocation of any Medicare billing number.

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**SECTION 3: FINAL ADVERSE ACTIONS/CONVICTIONS (Continued)**

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**FINAL ADVERSE HISTORY**

1. Has your organization, under any current or former name or business identity, ever had any of the final adverse actions listed on page 13 of this application imposed against it?

☐ YES—Continue Below    ☒ NO—Skip to Section 4

2. If yes, report each final adverse action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse action documentation and resolution.

FINAL ADVERSE ACTION	DATE	TAKEN BY	RESOLUTION



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## SECTION 4: PRACTICE LOCATION INFORMATION

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### INSTRUCTIONS

This section captures information about the physical location(s) where you currently provide health care services. If you operate a mobile facility or portable unit, provide the address for the “Base of Operations,” as well as vehicle information and the geographic area serviced by these facilities or units.

Only report those practice locations within the jurisdiction of the Medicare fee-for-service contractor to which you will submit this application. If you have practice locations in another Medicare fee-for-service contractor’s jurisdiction, complete a separate enrollment application (CMS-855B) for those practice locations and submit it to the Medicare fee-for-service contractor that has jurisdiction over those locations.

Provide the specific street address as recorded by the United States Postal Service. Do not provide a P.O. Box. If you provide services in a hospital and/or other health care facility for which you bill Medicare directly for the services rendered at that facility, provide the name and address of the hospital or facility.

### MOBILE FACILITY AND/OR PORTABLE UNIT

A “mobile facility” is generally a mobile home, trailer, or other large vehicle that has been converted, equipped, and licensed to render health care services. These vehicles usually travel to local shopping centers or community centers to see and treat patients inside the vehicle.

A “portable unit” is when the supplier transports medical equipment to a fixed location (e.g., physician’s office, nursing home) to render services to the patient.

The most common types of mobile facilities/portable units are mobile IDTFs, portable X-ray suppliers, portable mammography, and mobile clinics. Physicians and non-physician practitioners (e.g., nurse practitioners, physician assistants) who perform services at multiple locations (e.g., house calls, assisted living facilities) are not considered to be mobile facilities/portable units.

**SECTION 4: PRACTICE LOCATION INFORMATION (Continued)****A. Practice Location Information**

If you see patients in more than one practice location, copy and complete Section 4A for each location.

To ensure that CMS establishes the correct association between your Medicare legacy number and your NPI, providers and suppliers must list a Medicare legacy number—NPI combination for each practice location. If you have multiple NPIs associated with both a single legacy number and a single practice location, please list below all NPIs and associated legacy numbers for that practice location.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input checked="" type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)	01/01/2017		

**If you are enrolling for the first time, or if you are adding a new practice location, the date you provide should be the date you saw your first Medicare patient at this location.**

Practice Location Name ("Doing Business As" name if different from Legal Business Name)

Shasta County Health and Human Services Agency through its Public Health Branch

Practice Location Street Address Line 1 (Street Name and Number – NOT a P.O. Box)

2650 Breslauer Way

Practice Location Street Address Line 2 (Suite, Room, etc.)

City/Town Redding	State CA	ZIP Code + 4 96001-4246
Telephone Number (530) 245-6298	Fax Number (if applicable) (530) 229-8190	E-mail Address (if applicable)

Date you saw your first Medicare patient at this practice location (mm/dd/yyyy)

01/01/2017

Medicare Identification Number (if issued) FLU11145F	National Provider Identifier 1588709182
Medicare Identification Number (if issued)	National Provider Identifier
Medicare Identification Number (if issued)	National Provider Identifier
Medicare Identification Number (if issued)	National Provider Identifier
Medicare Identification Number (if issued)	National Provider Identifier

Is this practice location a:

☐ Group practice office/clinic

☐ Hospital

☐ Retirement/assisted living community

☐ Skilled Nursing Facility and/or Nursing Facility

☒ Other health care facility

(Specify): Local County Health Jurisdiction

CLIA Number for this location (if applicable)

Attach a copy of the most current CLIA certifications for each of the practice locations reported on this application

FDA/Radiology (Mammography) Certification Number for this location (if issued)

Attach a copy of the most current FDA certifications for each of the practice locations reported on this application.

**SECTION 4: PRACTICE LOCATION INFORMATION (Continued)****B. Where do you want remittance notices or special payments sent?**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input checked="" type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)		01/01/2017	

Medicare will issue payments via electronic funds transfer (EFT). Since payments will be made by EFT, the "Special Payments" address should indicate where all other payment information (e.g., remittance notices, special payments) should be sent.

- ☒ "Special Payments" address is the same as the practice location (only one address is listed in Section 4A). Skip to Section 4C.
- ☐ "Special Payments" address is different than that listed in Section 4A, or multiple locations are listed. Provide address below.

"Special Payments" Address Line 1 (PO Box or Street Name and Number)

"Special Payments" Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
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**C. Where do you keep patients' medical records?**

If you store patients' medical records (current and/or former patients) at a location other than the location in Section 4A or 4E, complete this section with the address of the storage location.

Post Office boxes and drop boxes are not acceptable as physical addresses where patients' records are maintained. For IDTFs and mobile facilities/portable units, the patients' medical records must be under the supplier's control. The records must be the supplier's records, not the records of another supplier. If this section is not completed, you are indicating that all records are stored at the practice locations reported in Section 4A or 4E.

**SECTION 4: PRACTICE LOCATION INFORMATION (Continued)**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

**First Medical Record Storage Facility (for current and former patients)**

<b>CHECK ONE</b>	<input type="checkbox"/> CHANGE	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
<b>DATE</b> (mm/dd/yyyy)		01/01/2017	

Storage Facility Address Line 1 (Street Name and Number)

2650 Breslauer Way

Storage Facility Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Redding	CA	96001-4246

**Second Medical Record Storage Facility (for current and former patients)**

<b>CHECK ONE</b>	<input type="checkbox"/> CHANGE	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
<b>DATE</b> (mm/dd/yyyy)		01/01/2017	

Storage Facility Address Line 1 (Street Name and Number)

1400 California Street

Storage Facility Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Redding	CA	96001-1004

**SECTION 4: PRACTICE LOCATION INFORMATION (Continued)****D. Rendering Services in Patients' Homes**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

Furnish the city/town, State and ZIP code for all locations where health care services are rendered in patients' homes. If you provide health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate CMS-855B enrollment application for each Medicare fee-for-service contractor's jurisdiction.

If you are adding or deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of \_\_\_\_\_

If you are providing services in selected cities/towns, furnish the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

**SECTION 4: PRACTICE LOCATION INFORMATION (Continued)****E. Base of Operations Address for Mobile or Portable Suppliers (Location of Business Office or Dispatcher/Scheduler)**

The base of operations is the location from where personnel are dispatched, where mobile/portable equipment is stored, and when applicable, where vehicles are parked when not in use.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

Check here ☐ and skip to Section 4F if the "Base of Operations" address is the same as the "Practice Location" listed in Section 4A.

Street Address Line 1 (Street Name and Number)

Street Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)

**F. Vehicle Information**

If the mobile health care services are rendered inside a vehicle, such as a mobile home or trailer, furnish the following vehicle information. Do not provide information about vehicles that are used only to transport medical equipment (e.g., when the equipment is transported in a van but is used in a fixed setting, such as a doctor's office) or ambulance vehicles. If more than two vehicles are used, copy and complete this section as needed.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE FOR EACH VEHICLE</b>	<b>TYPE OF VEHICLE (van, mobile home, trailer, etc.)</b>	<b>VEHICLE IDENTIFICATION NUMBER</b>
<input type="checkbox"/> CHANGE <input type="checkbox"/> ADD <input type="checkbox"/> DELETE		
Effective Date:		
<input type="checkbox"/> CHANGE <input type="checkbox"/> ADD <input type="checkbox"/> DELETE		
Effective Date:		

**For each vehicle, submit a copy of all health care related permits/licenses/registrations.**

**SECTION 4: PRACTICE LOCATION INFORMATION (Continued)****G. Geographic Location for Mobile Or Portable Suppliers Where the Base of Operations and/or Vehicle Renders Services**

Provide the city/town, State, and ZIP Code for all locations where mobile and/or portable services are rendered.

**NOTE:** If you provide mobile or portable health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate enrollment application (CMS-855B) for each Medicare fee-for-service contractor's jurisdiction.

**INITIAL REPORTING AND/OR ADDITIONS**

If you are reporting or adding an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of \_\_\_\_\_

If services are provided in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

**DELETIONS**

If you are deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of \_\_\_\_\_

If services you are deleting are furnished in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

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## **SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS)**

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**NOTE: Only report organizations in this section. Individuals must be reported in Section 6.**

Complete this section with information about all organizations that have 5 percent or more (direct or indirect) ownership interest of, any partnership interest in, and/or managing control of, the supplier identified in Section 2, as well as information on any adverse legal actions that have been imposed against that organization. For examples of organizations that should be reported here, visit our Web site: [www.cms.hhs.gov/MedicareProviderSupEnroll](http://www.cms.hhs.gov/MedicareProviderSupEnroll). If there is more than one organization that should be reported, copy and complete this section for each.

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### **MANAGING CONTROL (ORGANIZATIONS)**

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Any organization that exercises operational or managerial control over the supplier, or conducts the day-to-day operations of the supplier, is a managing organization and must be reported. The organization need not have an ownership interest in the supplier in order to qualify as a managing organization. For instance, it could be a management services organization under contract with the supplier to furnish management services for the business.

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### **SPECIAL TYPES OF ORGANIZATIONS**

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#### **Governmental/Tribal Organizations**

If a Federal, State, county, city or other level of government, or an Indian tribe, will be legally and financially responsible for Medicare payments received (including any potential overpayments), the name of that government or Indian tribe should be reported as an owner. The supplier must submit a letter on the letterhead of the responsible government (e.g., government agency) or tribal organization that attests that the government or tribal organization will be legally and financially responsible in the event that there is any outstanding debt owed to CMS. This letter must be signed by an appointed or elected official of the government or tribal organization who has the authority to legally and financially bind the government or tribal organization to the laws, regulations, and program instructions of the Medicare program.

#### **Non-Profit, Charitable and Religious Organizations**

Many non-profit organizations are charitable or religious in nature, and are operated and/or managed by a board of trustees or other governing body. The actual name of the board of trustees or other governing body should be reported in this section. While the organization should be listed in Section 5, individual board members should be listed in Section 6. Each non-profit organization should submit a copy of a 501(c)(3) document verifying its non-profit status.



## SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS) (Continued)

All organizations that have any of the following must be reported in Section 5:

- 5 percent or more ownership of the supplier,
- Managing control of the supplier, or
- A partnership interest in the supplier, regardless of the percentage of ownership the partner has.

Owning/Managing organizations are generally one of the following types:

- Corporations (including non-profit corporations)
- Partnerships and Limited Partnerships (as indicated above)
- Limited Liability Companies
- Charitable and/or Religious organizations
- Governmental and/or Tribal organizations

### A. Organization with Ownership Interest and/or Managing Control—Identification Information

☐ Not Applicable

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input checked="" type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)	01/01/2017		

Check all that apply:

☐ 5 Percent or More Ownership Interest    ☐ Partner    ☒ Managing Control

Legal Business Name as Reported to the Internal Revenue Service

County of Shasta

"Doing Business As" Name (if applicable)

Shasta County Health and Human Services Agency through its Public Health Branch

Address Line 1 (Street Name and Number)

2650 Breslauer Way

Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Redding	CA	96001-4246
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)
(530) 245-6298	(530) 229-8190	
NPI (if issued)	Tax Identification Number (Required)	Medicare Identification Number(s) (if issued)
	94-6000535	

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) 01/01/2017

What is the effective date this organization acquired managing control of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) \_\_\_\_\_

**NOTE:** Furnish both dates if applicable.

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**SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION  
(ORGANIZATIONS) (Continued)**


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**B. Final Adverse Legal Action History**

If reporting a change to existing information, check "Change," provide the effective date of the change, and complete the appropriate fields in this section.

☐ Change

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

1. Has this individual in Section 5A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

☐ YES—Continue Below    ☒ NO—Skip to Section 6

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

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## SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS)

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**NOTE:** Only Individuals should be reported in Section 6. Organizations must be reported in Section 5. For more information on “direct” and “indirect” owners, go to [www.cms.hhs.gov/MedicareProviderSupEnroll](http://www.cms.hhs.gov/MedicareProviderSupEnroll).

**The supplier MUST have at least ONE owner and/or managing employee.**

The following individuals must be reported in Section 6A:

- All persons who have a 5 percent or greater direct or indirect ownership interest in the supplier;
- If (and only if) the supplier is a corporation (whether for-profit or non-profit), all officers and directors of the supplier;
- All managing employees of the supplier;
- All individuals with a partnership interest in the supplier, regardless of the percentage of ownership the partner has; and
- Authorized and delegated officials.

**Example:** A supplier is 100 percent owned by Company C, which itself is 100 percent owned by Individual D. Assume that Company C is reported in Section 5A as an owner of the supplier. Assume further that Individual D, as an indirect owner of the supplier, is reported in Section 6A. Based on this example, the supplier would check the “5 percent or Greater Direct/Indirect Owner” box in Section 6A.

**NOTE:** All partners within a partnership must be reported on this application. This applies to both “General” and “Limited” partnerships. For instance, if a limited partnership has several limited partners and each of them only has a 1 percent interest in the supplier, each limited partner must be reported on this application, even though each owns less than 5 percent. The 5 percent threshold primarily applies to corporations and other organizations that are not partnerships.

**Non-Profit, Charitable or Religious Organizations:** If you are a non-profit charitable or religious organization that has no organizational or individual owners (only board members, directors or managers), you should submit with your application a 501(c)(3) document verifying non-profit status.

For purposes of this application, the terms “officer,” “director,” and “managing employee” are defined as follows:

**Officer** is any person whose position is listed as being that of an officer in the supplier’s “articles of incorporation” or “corporate bylaws,” or anyone who is appointed by the board of directors as an officer in accordance with the supplier’s corporate bylaws.

**Director** is a member of the supplier’s “board of directors.” It does not necessarily include a person who may have the word “director” in his/her job title (e.g., departmental director, director of operations). Moreover, where a supplier has a governing body that does not use the term “board of directors,” the members of that governing body will still be considered “directors.” Thus, if the supplier has a governing body titled “board of trustees” (as opposed to “board of directors”), the individual trustees are considered “directors” for Medicare enrollment purposes.

**Managing Employee** means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts, the day-to-day operations of the supplier, either under contract or through some other arrangement, regardless of whether the individual is a W-2 employee of the supplier.

**NOTE:** If a governmental or tribal organization will be legally and financially responsible for Medicare payments received (per the instructions for Governmental/Tribal Organizations in Section 5), the supplier is only required to report its managing employees in Section 6. Owners, partners, officers, and directors do not need to be reported, except those who are listed as authorized or delegated officials on this application.

Any information on final adverse actions that have been imposed against the individuals reported in this section must be furnished. If there is more than one individual, copy and complete this section for each individual. Owners, Authorized Officials and/or Delegated Officials must complete this section.

## SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS) (Continued)

### A. Individuals with Ownership Interest and/or Managing Control—Identification Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input checked="" type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)	01/09/2018		

The name, date of birth, and social security number of each person listed in this Section must coincide with the individual's information as listed with the Social Security Administration.

First Name Les	Middle Initial	Last Name Baugh	Jr., Sr., etc.	Title Chairman, Board of Sup
Date of Birth (mm/dd/yyyy)	Place of Birth (State)		Country of Birth	
Social Security Number (Required)	Medicare Identification Number (if issued)	NPI (if issued)		

What is the above individual's relationship with the supplier in Section 2B1? (Check all that apply.)

- |   |   |
|---|---|
| <input type="checkbox"/> 5 Percent or Greater Direct/Indirect Owner | <input type="checkbox"/> Director/Officer                   |
| <input checked="" type="checkbox"/> Authorized Official             | <input type="checkbox"/> Contracted Managing Employee       |
| <input type="checkbox"/> Delegated Official                         | <input checked="" type="checkbox"/> Managing Employee (W-2) |
| <input type="checkbox"/> Partner                                    |   |

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) \_\_\_\_\_

What is the effective date this individual acquired managing control of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) 01/09/2018

**NOTE:** Furnish both dates if applicable.

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**SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION  
(INDIVIDUALS) (Continued)**


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**B. Final Adverse Legal Action History**

Complete this section for the individual reported in Section 6A above. If reporting a change to existing information, check "change," provide the effective date of the change and complete the appropriate fields in this section.

☐ Change

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

1. Has this individual in Section 6A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

☐ YES—Continue Below    ☒ NO—Skip to Section 8

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

**SECTION 7: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)****SECTION 8: BILLING AGENCY INFORMATION**

A billing agency is a company or individual that you contract with to prepare and submit your claims. If you use a billing agency, you are responsible for the claims submitted on your behalf.

☐ Check here if this section does not apply and skip to Section 13.

**BILLING AGENCY NAME AND ADDRESS**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
<b>DATE</b> (mm/dd/yyyy)			

Legal Business/Individual Name as Reported to the Social Security Administration or the Internal Revenue Service

If Individual, Billing Agent Date of Birth (mm/dd/yyyy)

"Doing Business As" Name (if applicable)

Tax Identification/Social Security Number (required)

Billing Agency Street Address Line 1 (Street Name and Number)

Billing Agency Street Address Line 2 (Suite, Room, etc.)

City/Town

State

ZIP Code + 4

Telephone Number

Fax Number (if applicable)

E-mail Address (if applicable)

**SECTION 9: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)****SECTION 10: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)****SECTION 11: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)****SECTION 12: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)**

**SECTION 13: CONTACT PERSON**

If questions arise during the processing of this application, the fee-for-service contractor will contact the individual shown below. If the contact person is either an authorized or delegated official, check the appropriate box below.

☐ Contact an Authorized Official listed in Section 15.

☐ Contact a Delegated Official listed in Section 16.

First Name Scott	Middle Initial R	Last Name Bray	Jr., Sr., etc.
Telephone Number (530) 245-6298	Fax Number (if applicable) (530) 229-8190	E-mail Address (if applicable) sbray@co.shasta.ca.us	
Address Line 1 (Street Name and Number) 2650 Breslauer Way			
Address Line 2 (Suite, Room, etc.)			

City/Town Redding	State CA	ZIP Code + 4 96001-4246
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**SECTION 14: PENALTIES FOR FALSIFYING INFORMATION**

**This section explains the penalties for deliberately falsifying information in this application to gain or maintain enrollment in the Medicare program.**

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against any individual who, "knowingly and willfully," makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a Federal health care program.

The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.

3. The Civil False Claims Act, 31 U.S.C. § 3729, imposes civil liability, in part, on any person who:
  - a) knowingly presents, or causes to be presented, to an officer or any employee of the United States Government a false or fraudulent claim for payment or approval;
  - b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or
  - c) conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

The Act imposes a civil penalty of \$5,000 to \$10,000 per violation, plus three times the amount of damages sustained by the Government.

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**SECTION 14: PENALTIES FOR FALSIFYING INFORMATION (Continued)**

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4. Section 1128A(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...a claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:

- a) was not provided as claimed; and/or
- b) the claim is false or fraudulent.

This provision authorizes a civil monetary penalty of up to \$10,000 for each item or service, an assessment of up to three times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. 18 U.S.C. 1035 authorizes criminal penalties against individuals in any matter involving a health care benefit program who knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact; or makes any materially false, fictitious, or fraudulent statements or representations, or makes or uses any materially false fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items or services. The individual shall be fined or imprisoned up to 5 years or both.
6. 18 U.S.C. 1347 authorizes criminal penalties against individuals who knowing and willfully execute, or attempt, to execute a scheme or artifice to defraud any health care benefit program, or to obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by or under the control of any, health care benefit program in connection with the delivery of or payment for health care benefits, items, or services. Individuals shall be fined or imprisoned up to 10 years or both. If the violation results in serious bodily injury, an individual will be fined or imprisoned up to 20 years, or both. If the violation results in death, the individual shall be fined or imprisoned for any term of years or for life, or both.
7. The government may assert common law claims such as “common law fraud,” “money paid by mistake,” and “unjust enrichment.”

Remedies include compensatory and punitive damages, restitution, and recovery of the amount of the unjust profit.



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## SECTION 15: CERTIFICATION STATEMENT

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An **AUTHORIZED OFFICIAL** means an appointed official (for example, chief executive officer, chief financial officer, general partner, chairman of the board, or direct owner) to whom the organization has granted the legal authority to enroll it in the Medicare program, to make changes or updates to the organization's status in the Medicare program, and to commit the organization to fully abide by the statutes, regulations, and program instructions of the Medicare program.

A **DELEGATED OFFICIAL** means an individual who is delegated by an authorized official the authority to report changes and updates to the supplier's enrollment record. A delegated official must be an individual with an "ownership or control interest" in (as that term is defined in Section 1124(a)(3) of the Social Security Act), or be a W-2 managing employee of, the supplier.

Delegated officials may not delegate their authority to any other individual. Only an authorized official may delegate the authority to make changes and/or updates to the supplier's Medicare status. Even when delegated officials are reported in this application, an authorized official retains the authority to make any such changes and/or updates by providing his or her printed name, signature, and date of signature as required in Section 15B.

**NOTE:** Authorized officials and delegated officials must be reported in Section 6, either on this application or on a previous application to this same Medicare fee-for-service contractor. **If this is the first time an authorized and/or delegated official has been reported on the CMS-855B, you must complete Section 6 for that individual.**

By his/her signature(s), an authorized official binds the supplier to all of the requirements listed in the Certification Statement and acknowledges that the supplier may be denied entry to or revoked from the Medicare program if any requirements are not met. All signatures must be original and in ink. Faxed, photocopied, or stamped signatures will not be accepted.

Only an authorized official has the authority to sign (1) the initial enrollment application on behalf of the supplier or (2) the enrollment application that must be submitted as part of the periodic revalidation process. A delegated official does not have this authority.

By signing this application, an authorized official agrees to immediately notify the Medicare fee-for-service contractor if any information furnished on the application is not true, correct, or complete. In addition, an authorized official, by his/her signature, agrees to notify the Medicare fee-for-service contractor of any future changes to the information contained in this form, after the supplier is enrolled in Medicare, in accordance with the timeframes established in 42 C.F.R. 424.516. (IDTF changes of information must be reported in accordance with 42 C.F.R. 410.33.)

The supplier can have as many authorized officials as it wants. If the supplier has more than two authorized officials, it should copy and complete this section as needed.

**EACH AUTHORIZED AND DELEGATED OFFICIAL MUST HAVE  
AND DISCLOSE HIS/HER SOCIAL SECURITY NUMBER.**

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**SECTION 15: CERTIFICATION STATEMENT (Continued)**


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**A. Additional Requirements for Medicare Enrollment**

These are additional requirements that the supplier must meet and maintain in order to bill the Medicare program. Read these requirements carefully. By signing, the supplier is attesting to having read the requirements and understanding them.

By his/her signature(s), the authorized official(s) named below and the delegated official(s) named in Section 16 agree to adhere to the following requirements stated in this Certification Statement:

1. I authorize the Medicare contractor to verify the information contained herein. I agree to notify the Medicare contractor of any future changes to the information contained in this application in accordance with the timeframes established in 42 C.F.R. § 424.516. I understand that any change in the business structure of this supplier may require the submission of a new application.
2. I have read and understand the Penalties for Falsifying Information, as printed in this application. I understand that any deliberate omission, misrepresentation, or falsification of any information contained in this application or contained in any communication supplying information to Medicare, or any deliberate alteration of any text on this application form, may be punished by criminal, civil, or administrative penalties including, but not limited to, the denial or revocation of Medicare billing privileges, and/or the imposition of fines, civil damages, and/or imprisonment.
3. I agree to abide by the Medicare laws, regulations and program instructions that apply to this supplier. The Medicare laws, regulations, and program instructions are available through the Medicare contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and on the supplier's compliance with all applicable conditions of participation in Medicare.
4. Neither this supplier, nor any five percent or greater owner, partner, officer, director, managing employee, authorized official, or delegated official thereof is currently sanctioned, suspended, debarred, or excluded by the Medicare or State Health Care Program, e.g., Medicaid program, or any other Federal program, or is otherwise prohibited from supplying services to Medicare or other Federal program beneficiaries.
5. I agree that any existing or future overpayment made to the supplier by the Medicare program may be recouped by Medicare through the withholding of future payments.
6. I will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare, and I will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.
7. I authorize any national accrediting body whose standards are recognized by the Secretary as meeting the Medicare program participation requirements, to release to any authorized representative, employee, or agent of the Centers for Medicare & Medicaid Services (CMS) a copy of my most recent accreditation survey, together with any information related to the survey that CMS may require (including corrective action plans).

**SECTION 15: CERTIFICATION STATEMENT (Continued)****B. 1<sup>ST</sup> Authorized Official Signature**

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input checked="" type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)	01/09/2018		

**Authorized Official's Information and Signature**

First Name Les	Middle Initial	Last Name Baugh	Suffix (e.g., Jr., Sr.)
Telephone Number (530) 225-5557	Title/Position Chairman, Board of Supervisors, County of Shasta		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

(blue ink preferred)

**C. 2<sup>ND</sup> Authorized Official Signature**

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input checked="" type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)	01/09/2018		

**Authorized Official's Information and Signature**

First Name Leonard	Middle Initial	Last Name Moty	Suffix (e.g., Jr., Sr.)
Telephone Number (530) 225-5557	Title/Position Vice Chairman, Board of Supervisors, County of Shasta		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

**SECTION 16: DELEGATED OFFICIAL (OPTIONAL)**

- You are not required to have a delegated official. However, if no delegated official is assigned, the authorized official(s) will be the only person(s) who can make changes and/or updates to the supplier's status in the Medicare program.
- The signature of a delegated official shall have the same force and effect as that of an authorized official, and shall legally and financially bind the supplier to the laws, regulations, and program instructions of the Medicare program. By his or her signature, the delegated official certifies that he or she has read the Certification Statement in Section 15 and agrees to adhere to all of the stated requirements. A delegated official also certifies that he/she meets the definition of a delegated official. When making changes and/or updates to the supplier's enrollment information maintained by the Medicare program, a delegated official certifies that the information provided is true, correct, and complete.
- Delegated officials being deleted do not have to sign or date this application.
- Independent contractors are not considered "employed" by the supplier, and therefore cannot be delegated officials.
- The signature(s) of an authorized official in Section 16 constitutes a legal delegation of authority to all delegated official(s) assigned in Section 16.
- If there are more than two individuals, copy and complete this section for each individual.

**A. 1<sup>ST</sup> Delegated Official Signature**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input checked="" type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)	01/01/2017		

Delegated Official First Name Lawrence	Middle Initial G	Last Name Lees	Suffix (e.g., Jr., Sr.)
Delegated Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)
<input checked="" type="checkbox"/> Check here if Delegated Official is a W-2 Employee			Telephone Number (530) 225-5561
Authorized Official's Signature Assigning this Delegation (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

(blue ink preferred)

**SECTION 16: DELEGATED OFFICIAL (OPTIONAL)****B. 2<sup>ND</sup> Delegated Official Signature**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input checked="" type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)	01/01/2017		

Delegated Official First Name Donnell	Middle Initial	Last Name Ewert	Suffix (e.g., Jr., Sr.)
--	----------------	--------------------	-------------------------

Delegated Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)	Date Signed (mm/dd/yyyy)
---	--------------------------

<input checked="" type="checkbox"/> Check here if Delegated Official is a W-2 Employee	Telephone Number (530) 245-6269
--	------------------------------------

Authorized Official's Signature Assigning this Delegation (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)	Date Signed (mm/dd/yyyy)
--	--------------------------

(blue ink preferred)

**All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.**

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## SECTION 17: SUPPORTING DOCUMENTS

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This section lists the documents that, if applicable, must be submitted with this enrollment application. If you are newly enrolling, or are reactivating or revalidating your enrollment, you must provide all applicable documents. For changes, only submit documents that are applicable to that change.

**The fee-for-service contractor may request, at any time during the enrollment process, documentation to support or validate information reported on the application. The Medicare fee-for-service contractor may also request documents from you, other than those identified in this Section 17, as are necessary to bill Medicare.**

### MANDATORY FOR ALL PROVIDER/SUPPLIER TYPES

- ☒ Written confirmation from the IRS confirming your Tax Identification Number with the Legal Business Name (e.g., IRS form CP 575) provided in Section 2.  
(NOTE: This information is needed if the applicant is enrolling their professional corporation, professional association, or limited liability corporation with this application or enrolling as a sole proprietor using an Employer Identification Number.)
- ☒ Completed Form CMS-588, for Electronic Funds Transfer Authorization Agreement.  
(NOTE: If a supplier already receives payments electronically and is not making a change to its banking information, the CMS-588 is not required.)

### MANDATORY FOR SELECTED PROVIDER/SUPPLIER TYPES

- ☐ Copy(s) of all documentation verifying IDTF Supervisory Physician(s) proficiency and/or State licenses or certification for IDTF non-physician personnel.
- ☐ Copy(s) of all documentation verifying the State licenses or certifications of the laboratory Director or non-physician practitioner personnel of an independent clinical laboratory.

### MANDATORY, IF APPLICABLE

- ☒ Copy of IRS Determination Letter, if supplier is registered with the IRS as non-profit.
- ☐ Written confirmation from the IRS confirming your Limited Liability Company (LLC) is automatically classified as a Disregarded Entity. (e.g., Form 8832).  
(NOTE: A disregarded entity is an eligible entity that is treated as an entity not separate from its single owner for income tax purposes.)
- ☐ Statement in writing from the bank. If Medicare payment due a supplier of services is being sent to a bank (or similar financial institution) with whom the supplier has a lending relationship (that is, any type of loan), then the supplier must provide a statement in writing from the bank (which must be in the loan agreement) that the bank has agreed to waive its right of offset for Medicare receivables.
- ☐ Copy(s) of all final adverse action documentation (e.g., notifications, resolutions, and reinstatement letters).
- ☐ Completed Form(s) CMS 855R, Reassignment of Medicare Benefits.
- ☐ Completed Form CMS-460, Medicare Participating Physician or Supplier Agreement.
- ☒ Copy of an attestation for government entities and tribal organizations.
- ☐ Copy of FAA 135 certificate (air ambulance suppliers).
- ☐ Copy(s) of comprehensive liability insurance policy (IDTFs only).

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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0685. The time required to complete this information collection is estimated to 6 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

**DO NOT MAIL APPLICATIONS TO THIS ADDRESS.** Mailing your application to this address will significantly delay application processing.

## ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS

All ambulance service suppliers enrolling in the Medicare program must complete this attachment.

### A. Geographic Area

This section is to be completed with information about the geographic area in which this company provides ambulance services. If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Provide the city/town, State, and ZIP code for all locations where this ambulance company renders services.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

**NOTE:** If the ambulance company has vehicles garaged within a different Medicare contractor's jurisdiction, a separate CMS-855B enrollment application must be submitted to that fee-for-service contractor.

### 1. INITIAL REPORTING AND/OR ADDITIONS

If services are provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE

### 2. DELETIONS

If services are no longer provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE

**ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (Continued)****B. State License Information**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Crew members must complete continuing education requirements in accordance with State and local licensing laws. Evidence of re-certification must be retained with the employer in case it is required by the Medicare fee-for-service contractor.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

Is this ambulance company licensed in the State where services are rendered and billed for? ☐ YES ☐ NO

If **NO**, explain why:

If **YES**, provide the license information for the State where this ambulance service supplier will be rendering services and billing Medicare. Attach a copy of the current State license.

License Number	Issuing State (if applicable)	Issuing City/Town (if applicable)
Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	

**C. Paramedic Intercept Services Information**

Paramedic Intercept Services involve an arrangement between a Basic Life Support (BLS) ambulance company and an Advanced Life Support (ALS) ambulance company whereby the latter provides the ALS services and the BLS ambulance company provides the transportation component. If such an arrangement exists between the enrolling ambulance company and another ambulance company, the enrolling ambulance company must attach a copy of the signed contract. For more information, see 42 C.F.R. 410.40.

If reporting a change to information about a previously reported agreement/contract, check "Change" and provide the effective date of the change.

☐ Change

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

Does this ambulance company currently participate in a paramedic intercept services arrangement?

☐ YES ☐ NO



## ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

### D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

Type (automobile, aircraft, boat, etc.)		Vehicle Identification Number	
Make (e.g., Ford)	Model (e.g., 350T)	Year (yyyy)	

Does this vehicle provide:

Advanced life support (Level 1)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Specialty care transport	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Advanced life support (Level 2)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Land ambulance	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Basic life support	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Air ambulance—fixed wing	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Emergency runs	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Air ambulance—rotary wing	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Non-emergency runs	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Marine ambulance	<input type="checkbox"/> YES	<input type="checkbox"/> NO

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## ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES

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### INDEPENDENT DIAGNOSTIC TESTING FACILITY (IDTF) PERFORMANCE STANDARDS

Below is a list of the performance standards that an IDTF must meet in order to obtain or maintain their Medicare billing privileges. These standards, in their entirety, can be found in 42 C.F.R section 410.33(g).

1. Operate its business in compliance with all applicable Federal and State licensure and regulatory requirements for the health and safety of patients.
2. Provides complete and accurate information on its enrollment application. Changes in ownership, changes of location, changes in general supervision, and adverse legal actions must be reported to the Medicare fee-for-service contractor on the Medicare enrollment application within 30 calendar days of the change. All other changes to the enrollment application must be reported within 90 calendar days.
3. Maintain a physical facility on an appropriate site. For the purposes of this standard, a post office box, commercial mail box, hotel or motel is not considered an appropriate site.
  - (i) The physical facility, including mobile units, must contain space for equipment appropriate to the services designated on the enrollment application, facilities for hand washing, adequate patient privacy accommodations, and the storage of both business records and current medical records within the office setting of the IDTF, or IDTF home office, not within the actual mobile unit.
  - (ii) IDTF suppliers that provide services remotely and do not see beneficiaries at their practice location are exempt from providing hand washing and adequate patient privacy accommodations.
4. Have all applicable diagnostic testing equipment available at the physical site excluding portable diagnostic testing equipment. A catalog of portable diagnostic equipment, including diagnostic testing equipment serial numbers, must be maintained at the physical site. In addition, portable diagnostic testing equipment must be available for inspection within two business days of a CMS inspection request. The IDTF must maintain a current inventory of the diagnostic testing equipment, including serial and registration numbers, provide this information to the designated fee-for-service contractor upon request, and notify the contractor of any changes in equipment within 90 days.
5. Maintain a primary business phone under the name of the designated business. The primary business phone must be located at the designated site of the business, or within the home office of the mobile IDTF units. The telephone number or toll free numbers must be available in a local directory and through directory assistance.
6. Have a comprehensive liability insurance policy of at least \$300,000 per location that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain required insurance at all times will result in revocation of the IDTF's billing privileges retroactive to the date the insurance lapsed. IDTF suppliers are responsible for providing the contact information for the issuing insurance agent and the underwriter. In addition, the IDTF must:
  - (i) Ensure that the insurance policy must remain in force at all times and provide coverage of at least \$300,000 per incident; and
  - (ii) Notify the CMS designated contractor in writing of any policy changes or cancellations.
7. Agree not to directly solicit patients, which include, but is not limited to, a prohibition on telephone, computer, or in-person contacts. The IDTF must accept only those patients referred for diagnostic testing by an attending physician, who is furnishing a consultation or treating a beneficiary for a specific medical problem and who uses the results in the management of the beneficiary's specific medical problem. Nonphysician practitioners may order tests as set forth in §410.32(a)(3).

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**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)**

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8. Answer, document, and maintain documentation of a beneficiary's written clinical complaint at the physical site of the IDTF (For mobile IDTFs, this documentation would be stored at their home office.) This includes, but is not limited to, the following:
  - (i) The name, address, telephone number, and health insurance claim number of the beneficiary.
  - (ii) The date the complaint was received; the name of the person receiving the complaint; and a summary of actions taken to resolve the complaint.
  - (iii) If an investigation was not conducted, the name of the person making the decision and the reason for the decision.
9. Openly post these standards for review by patients and the public.
10. Disclose to the government any person having ownership, financial, or control interest or any other legal interest in the supplier at the time of enrollment or within 30 days of a change.
11. Have its testing equipment calibrated and maintained per equipment instructions and in compliance with applicable manufacturers suggested maintenance and calibration standards.
12. Have technical staff on duty with the appropriate credentials to perform tests. The IDTF must be able to produce the applicable Federal or State licenses or certifications of the individuals performing these services.
13. Have proper medical record storage and be able to retrieve medical records upon request from CMS or its fee-for-service contractor within 2 business days.
14. Permit CMS, including its agents, or its designated fee-for-service contractors, to conduct unannounced, on-site inspections to confirm the IDTF's compliance with these standards. The IDTF must be accessible during regular business hours to CMS and beneficiaries and must maintain a visible sign posting the normal business hours of the IDTF.
15. With the exception of hospital-based and mobile IDTFs, a fixed base IDTF does not include the following:
  - (i) Sharing a practice location with another Medicare-enrolled individual or organization.
  - (ii) Leasing or subleasing its operations or its practice location to another Medicare enrolled individual or organization.
  - (iii) Sharing diagnostic testing equipment using in the initial diagnostic test with another Medicare-enrolled individual or organization.
16. Enrolls in Medicare for any diagnostic testing services that it furnishes to a Medicare beneficiary, regardless of whether the service is furnished in a mobile or fixed base location.
17. Bills for all mobile diagnostic services that are furnished to a Medicare beneficiary, unless the mobile diagnostic service is part of a service provided under arrangement as described in section 1861(w)(1) of the Act.

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**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)**


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**Instructions**

If you perform diagnostic tests, other than clinical laboratory or pathology tests, and are required to enroll as an IDTF, you must complete this attachment. CMS requires the information in this attachment to determine whether the enrolling supplier meets all IDTF standards including, but not limited to, those listed on page 40 of this application. Not all suppliers that perform diagnostic tests are required to enroll as an IDTF.

**Diagnostic Radiology**

Many diagnostic tests are radiological procedures that require the professional services of a radiologist. A radiologist's practice is generally different from those of other physicians because radiologists usually do not bill E&M codes or treat a patient's medical condition on an ongoing basis. A radiologist or group practice of radiologists is not necessarily required to enroll as an IDTF. If enrolling as a diagnostic radiology group practice or clinic and billing for the technical component of diagnostic radiological tests without enrolling as an IDTF (if the entity is a free standing diagnostic facility), it should contact the carrier to determine that it does not need to enroll as an IDTF.

A mobile IDTF that provides X-ray services is not classified as a portable X-ray supplier.

Regulations governing IDTFs can be found at 42 C.F.R. 410.33.

**CPT-4 and HCPCS Codes**—Report all CPT-4 and HCPCS codes for which this IDTF will bill Medicare. Include the following:

- Provide the CPT-4 or HCPCS codes for which this IDTF intends to bill Medicare,
- The name and type of equipment used to perform the reported procedure, and
- The model number of the reported equipment.

The IDTF should report all Current Procedural Terminology, Version 4 (CPT-4) codes, Healthcare Common Procedural Coding System codes (HCPCS), and types of equipment (including the model number), for which it will perform tests, supervise, interpret, and/or bill. All codes reported must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported.

Consistent with IDTF supplier standard 6 on page 40 of this application, all IDTFs enrolling in Medicare must have a comprehensive liability insurance policy of at least \$300,000 per location, that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain the required insurance at all times will result in revocation of the Medicare supplier billing number, retroactive to the date the insurance lapsed. Malpractice insurance policies do not demonstrate compliance with this requirement.

All IDTFs must submit a complete copy of the aforementioned liability insurance policy with this application.

**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)****A. Standards Qualifications**

Provide the date this Independent Diagnostic Testing Facility met all current CMS standards (mm/dd/yyyy)

**B. CPT-4 and HCPCS Codes**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

All codes reported here must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported. Clinical laboratory and pathology codes should not be reported. This page may be copied for additional codes or equipment.

	CPT-4 OR HCPCS CODE	EQUIPMENT	MODEL NUMBER (Required)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)****C. Interpreting Physician Information**

Check here ☐ if this section does not apply because the interpreting physician will bill separate from the IDTF.

All physicians whose interpretations will be billed by this IDTF with the technical component (TC) of the test (i.e., global billing) must be listed in this section. If there are more than three physicians, copy and complete this section as needed. All interpreting physicians must be currently enrolled in the Medicare program.

If you are billing for interpretations as an individual reassigning benefits, the interpreting physician must complete the Reassignment of Benefits Form (CMS 855R). Note: Both the IDTF and individual physician must be enrolled with the fee-for-service contractor where the IDTF is located.

If you are billing for purchased interpretations, all requirements for purchased interpretations must be met.

When a mobile unit of the IDTF performs a technical component of a diagnostic test and the interpretive physician is the same physician who ordered the test, the IDTF cannot bill for the interpretation. Therefore, these interpreting physicians should not be reported since the interpretive physician must submit his/her own claims for these tests.

**1<sup>ST</sup> Interpreting Physician Information**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

**2<sup>ND</sup> Interpreting Physician Information**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)****3<sup>RD</sup> Interpreting Physician Information**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

**D. Personnel (Technicians) Who Perform Tests**

Complete this section with information about all non-physician personnel who perform tests for this IDTF. Notarized or certified true copies of the State license or certificate should be attached.

**1<sup>ST</sup> PERSONNEL (TECHNICIAN) INFORMATION**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	

Is this technician State licensed or State certified? (see *instructions for clarification*) ☐ YES ☐ NO

License/Certification Number (if applicable)	License/Certification Issue Date (mm/dd/yyyy) (if applicable)
--	---

Is this technician certified by a national credentialing organization? ☐ YES ☐ NO

Name of credentialing organization (if applicable)	Type of Credentials (if applicable)
--	-------------------------------------

Is this technician employed by a hospital? ☐ YES ☐ NO

If YES, provide the name of the hospital here: \_\_\_\_\_

**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)****2<sup>ND</sup> Personnel (Technician) Information**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			
First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Is this technician State licensed or State certified? (see instructions for clarification) <input type="checkbox"/> YES <input type="checkbox"/> NO			
License/Certification Number (if applicable)		License/Certification Issue Date (mm/dd/yyyy) (if applicable)	
Is this technician certified by a national credentialing organization? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Name of credentialing organization (if applicable)		Type of Credentials (if applicable)	
Is this technician employed by a hospital? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If YES, provide the name of the hospital here: _____			

**E. Supervising Physicians**

Complete this section with identifying information about the physician(s) who supervise the operation of the IDTF and who provides the personal, direct, or general supervision per 42 C.F.R. 410.32(b)(3). The supervising physician must also attest to his/her supervising responsibilities for the enrolling IDTF.

Information concerning the type of supervision (personal, direct, or general) required for performance of specific IDTF tests can be obtained from your Medicare fee-for-service contractor. All IDTFs must report at least one supervisory physician, and at least one supervising physician must perform the supervision requirements stated in 42 C.F.R. 410.32(b)(3). All supervisory physician(s) must be currently enrolled in Medicare.

The type of supervision being performed by each physician who signs the attestation on page 47 of this application should be listed in this section.

Definitions of the types of supervision are as follows:

- **Personal Supervision** means a physician must be in attendance in the room during the performance of the procedure.
- **Direct Supervision** means the physician must be present in the office suite and immediately available to provide assistance and direction throughout the performance of the procedure. It does not mean that the physician must be present in the room when the procedure is performed.
- **General Supervision** means the procedure is provided under the physician's overall direction and control, but the physician's presence is not required during the performance of the procedure. General supervision also includes the responsibility that the non-physician personnel who perform the tests are qualified and properly trained and that the equipment is operated properly, maintained, calibrated and that necessary supplies are available.



**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)****E. Supervising Physicians (Continued)**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<b>CHECK ONE</b>	<input type="checkbox"/> <b>CHANGE</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DELETE</b>
<b>DATE</b> (mm/dd/yyyy)			
First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)	

**TYPE OF SUPERVISION PROVIDED**

Check the appropriate box below indicating the type of supervision provided by the physician reported above for the tests performed by the IDTF in accordance with 42 C.F.R. 410.32 (b)(3) (See instructions for definitions).

☐ Personal Supervision    ☐ Direct Supervision    ☐ General Supervision

For each physician performing General Supervision, at least one of the three functions listed here must be checked. However, to meet the General Supervision requirement, in accordance with 42 C.F.R. 410.33(b), the enrolling IDTF must have at least one supervisory physician for each of the three functions. For example, two physicians may be responsible for function 1, a third physician may be responsible for function 2, and a fourth physician may be responsible for function 3. All four supervisory physicians must complete and sign the supervisory physician section of this application. Each physician should only check the function(s) he/she actually performs.

- ☐ Assumes responsibility for the overall direction and control of the quality of testing performed.
- ☐ Assumes responsibility for assuring that the non-physician personnel who actually perform the diagnostic procedures are properly trained and meet required qualifications.
- ☐ Assumes responsibility for the proper maintenance and calibration of the equipment and supplies necessary to perform the diagnostic procedures.

**OTHER SUPERVISION SITES**

Does this supervising physician provide supervision at any other IDTF?    ☐ YES    ☐ NO

If yes, list all other IDTFs for which this physician provides supervision. For more than five, copy this sheet.

	NAME OF FACILITY	ADDRESS	TAX IDENTIFICATION NUMBER	LEVEL OF SUPERVISION
1.				
2.				
3.				
4.				
5.				

**ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)****E. Supervising Physicians (Continued)****ATTESTATION STATEMENT FOR SUPERVISING PHYSICIANS**

All Supervising Physician(s) rendering supervisory services for this IDTF must sign and date this section. All signatures must be original.

1. I hereby acknowledge that I have agreed to provide (IDTF Name) \_\_\_\_\_ with the Supervisory Physician services checked above for all CPT-4 and HCPCS codes reported in this Attachment. (See number 2 below if all reported CPT-4 and HCPCS codes do not apply). I also hereby certify that I have the required proficiency in the performance and interpretation of each type of diagnostic procedure, as reported by CPT-4 or HCPCS code in this Attachment (except for those CPT-4 or HCPCS codes identified in number 2 below). I have read and understand the Penalties for Falsifying Information on this Enrollment Application, as stated in Section 14 of this application. I am aware that falsifying information may result in fines and/or imprisonment. If I undertake supervisory responsibility at any additional IDTFs, I understand that it is my responsibility to notify this IDTF at that time.
2. I am not acting as a Supervising Physician for the following CPT-4 and/or HCPCS codes reported in this Attachment.

CPT-4 OR HCPCS CODE	CPT-4 OR HCPCS CODE	CPT-4 OR HCPCS CODE

3. Signature of Supervising Physician ( <i>First, Middle, Last, Jr., Sr., M.D., D.O., etc.</i> )	Date ( <i>mm/dd/yyyy</i> )
--	----------------------------

All signatures must be original and signed and dated in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

**MEDICARE SUPPLIER ENROLLMENT APPLICATION PRIVACY ACT STATEMENT**

The Centers for Medicare & Medicaid Services (CMS) is authorized to collect the information requested on this form by sections 1124(a)(1), 1124A(a)(3), 1128, 1814, 1815, 1833(e), and 1842(r) of the Social Security Act [42 U.S.C. §§ 1320a-3(a)(1), 1320a-7, 1395f, 1395g, 1395(l)(e), and 1395u(r)] and section 31001(1) of the Debt Collection Improvement Act [31 U.S.C. § 7701(c)].

The purpose of collecting this information is to determine or verify the eligibility of individuals and organizations to enroll in the Medicare program as suppliers of goods and services to Medicare beneficiaries and to assist in the administration of the Medicare program. This information will also be used to ensure that no payments will be made to providers who are excluded from participation in the Medicare program. All information on this form is required, with the exception of those sections marked as "optional" on the form. Without this information, the ability to make payments will be delayed or denied.

The information collected will be entered into the Provider Enrollment, Chain and Ownership System (PECOS). The information in this application will be disclosed according to the routine uses described below.

Information from these systems may be disclosed under specific circumstances to:

1. CMS contractors to carry out Medicare functions, collating or analyzing data, or to detect fraud or abuse;
2. A congressional office from the record of an individual health care provider in response to an inquiry from the congressional office at the written request of that individual health care practitioner;
3. The Railroad Retirement Board to administer provisions of the Railroad Retirement or Social Security Acts;
4. Peer Review Organizations in connection with the review of claims, or in connection with studies or other review activities, conducted pursuant to Part B of Title XVIII of the Social Security Act;
5. To the Department of Justice or an adjudicative body when the agency, an agency employee, or the United States Government is a party to litigation and the use of the information is compatible with the purpose for which the agency collected the information;
6. To the Department of Justice for investigating and prosecuting violations of the Social Security Act, to which criminal penalties are attached;
7. To the American Medical Association (AMA), for the purpose of attempting to identify medical doctors when the National Plan and Provider Enumeration System is unable to establish identity after matching contractor submitted data to the data extract provided by the AMA;
8. An individual or organization for a research, evaluation, or epidemiological project related to the prevention of disease or disability, or to the restoration or maintenance of health;
9. Other Federal agencies that administer a Federal health care benefit program to enumerate/enroll providers of medical services or to detect fraud or abuse;
10. State Licensing Boards for review of unethical practices or non-professional conduct;
11. States for the purpose of administration of health care programs; and/or
12. Insurance companies, self insurers, health maintenance organizations, multiple employer trusts, and other health care groups providing health care claims processing, when a link to Medicare or Medicaid claims is established, and data are used solely to process supplier's health care claims.

The supplier should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching.

**Protection of Proprietary Information**

Privileged or confidential commercial or financial information collected in this form is protected from public disclosure by Federal law 5 U.S.C. § 552(b)(4) and Executive Order 12600.

**Protection of Confidential Commercial and/or Sensitive Personal Information**

If any information within this application (or attachments thereto) constitutes a trade secret or privileged or confidential information (as such terms are interpreted under the Freedom of Information Act and applicable case law), or is of a highly sensitive personal nature such that disclosure would constitute a clearly unwarranted invasion of the personal privacy of one or more persons, then such information will be protected from release by CMS under 5 U.S.C. §§ 552(b)(4) and/or (b)(6), respectively.

**MEDICARE PARTICIPATING PHYSICIAN OR SUPPLIER AGREEMENT**

Name(s) and Address of Participant* County of Shasta Health and Human Services Agency through its Public Health Branch	National Provider Identifier (NPI)* 1588709182
2650 Breslauer Way	
Redding, CA 96003	

\*List all names and the NPI under which the participant files claims with the Medicare Administrative Contractor (MAC)/carrier with whom this agreement is being filed.

The above named person or organization, called "the participant," hereby enters into an agreement with the Medicare program to accept assignment of the Medicare Part B payment for all services for which the participant is eligible to accept assignment under the Medicare law and regulations and which are furnished while this agreement is in effect.

1. **Meaning of Assignment:** For purposes of this agreement, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the MAC/carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.
2. **Effective Date:** If the participant files the agreement with any MAC/carrier during the enrollment period, the agreement becomes effective \_\_\_\_\_.
3. **Term and Termination of Agreement:** This agreement shall continue in effect through December 31 following the date the agreement becomes effective and shall be renewed automatically for each 12-month period January 1 through December 31 thereafter unless one of the following occurs:
  - a. During the enrollment period provided near the end of any calendar year, the participant notifies in writing every MAC/carrier with whom the participant has filed the agreement or a copy of the agreement that the participant wishes to terminate the agreement at the end of the current term. In the event such notification is mailed or delivered during the enrollment period provided near the end of any calendar year, the agreement shall end on December 31 of that year.
  - b. The Centers for Medicare & Medicaid Services may find, after notice to and opportunity for a hearing for the participant, that the participant has substantially failed to comply with the agreement. In the event such a finding is made, the Centers for Medicare & Medicaid Services will notify the participant in writing that the agreement will be terminated at a time designated in the notice. Civil and criminal penalties may also be imposed for violation of the agreement.

Signature of participant (or authorized representative of participating organization)		Date
Title (if signer is authorized representative of organization) Health & Human Services Agency Director		Office Phone Number (including area code) 530 245-6269
Received by (name of carrier)	Initials of Carrier Official	Effective Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0373. The time required to complete this information collection is estimated to average 15 minutes per response, including the time to review instructions, search existing data resources, gather the data needed and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

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## INSTRUCTIONS FOR THE MEDICARE PARTICIPATING PHYSICIAN AND SUPPLIER AGREEMENT (CMS-460)

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To sign a participation agreement is to agree to accept assignment for all covered services that you provide to Medicare patients.

### WHY PARTICIPATE?

If you bill for physicians' professional services, services and supplies provided incident to physicians' professional services, outpatient physical and occupational therapy services, diagnostic tests, or radiology services, your Medicare fee schedule amounts are 5 percent higher if you participate. Also, providers receive direct and timely reimbursement from Medicare.

Regardless of the Medicare Part B services for which you are billing, participants have "one stop" billing for beneficiaries who have Medigap coverage not connected with their employment and who assign both their Medicare and Medigap payments to participants. After we have made payment, Medicare will send the claim on to the Medigap insurer for payment of all coinsurance and deductible amounts due under the Medigap policy. The Medigap insurer must pay the participant directly.

Currently, the large majority of physicians, practitioners and suppliers are billing under Medicare participation agreements.

### WHEN THE DECISION TO PARTICIPATE CAN BE MADE:

- Toward the end of each calendar year, all MAC/carriers have an open enrollment period. The open enrollment period generally is from mid-November through December 31. During this period, providers who are currently enrolled in the Medicare Program can change their current participation status beginning the next calendar year on January 1. This is the only time these providers are given the opportunity to change their participation status. These providers should contact their MAC/carrier to learn where to send the agreement, and get the exact dates for the open enrollment period when the agreement will be accepted.
- New physicians, practitioners, and suppliers can sign the participation agreement and become a Medicare participant at the time of their enrollment into the Medicare Program. The participation agreement will become effective on the date of filing; i.e., the date the participant mails (post-mark date) the agreement to the carrier or delivers it to the carrier.

Contact your MAC/carrier to get the exact dates the participation agreement will be accepted, and to learn where to send the agreement.

### WHAT TO DO DURING OPEN ENROLLMENT:

If you choose to be a participant:

- Do nothing if you are currently participating, or
- If you are not currently a Medicare participant, complete the blank agreement (CMS-460) and mail it (or a copy) to each carrier to which you submit Part B claims. (On the form show the name(s) and identification number(s) under which you bill.)

If you decide not to participate:

- Do nothing if you are currently not participating, or
- If you are currently a participant, write to each carrier to which you submit claims, advising of your termination effective the first day of the next calendar year. This written notice must be postmarked prior to the end of the current calendar year.

**WHAT TO DO IF YOU'RE A NEW PHYSICIAN, PRACTITIONER OR SUPPLIER:**

If you choose to be a participant:

- Complete the blank agreement (CMS-460) and submit it with your Medicare enrollment application to your MAC/carrier.
- If you have already enrolled in the Medicare program, you have 90 days from when you are enrolled to decide if you want to participate. If you decide to participate within this 90-day timeframe, complete the CMS-460 and send to your MAC/carrier.

If you decide not to participate:

- Do nothing. All new physicians, practitioners, and suppliers that are newly enrolled are automatically non-participating. You are not considered to be participating unless you submit the CMS-460 form to your MAC/carrier.

We hope you will decide to be a Medicare participant.

Please call the MAC/carrier in your jurisdiction if you have any questions or need further information on participation.

**DO NOT SEND YOUR CMS-460 FORM TO CMS, SEND TO YOUR MAC/CARRIER. IF YOU SEND YOUR FORMS TO CMS, IT WILL DELAY PROCESSING OF YOUR CMS-460 FORMS.**

To view updates and the latest information about Medicare, or to obtain telephone numbers of the various Medicare Administrative Contractor (MAC)/carrier contacts including the MAC/carrier medical directors, please visit the CMS web site at <http://www.cms.gov/>.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - Health and Human Services-12.

**SUBJECT:**

Government Product Lease Agreement and Meter Rental Agreement with MailFinance Inc. for Mail Room Processing Equipment

**DEPARTMENT:** Health and Human Services Agency-Regional Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Melissa Janulewicz, Branch Director, HHSA Regional Services, (530) 245-7638

**STAFF REPORT APPROVED BY:** Melissa Janulewicz, Branch Director, HHSA Regional Services

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

**RECOMMENDATION**

Take the following actions regarding the Opportunity Center's (OC) mail room mail processing equipment lease to approve and authorize the: (1) Chairman to sign a Why Wait Program Agreement with MailFinance, Inc., a Neopost USA Company (Neopost) at the current cost of \$1,486.82 per month, paid in advance, with no maximum compensation, to receive new mail processing equipment under the terms of the current lease agreement until the end of the current term on November 5, 2018; (2) Chairman to sign a renewal Government Product Lease Agreement, which includes a Postage Meter Rental Agreement, Account Agreement, and an Online Services and Software Agreement, with Neopost at the current cost of \$1,783.45 per month, paid in advance, in an amount not to exceed \$107,007 to provide mail processing equipment for the period November 6, 2018 through November 5, 2023; and (3) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and do not result in an increase of compensation of more than 10 percent of the monthly total compensation for the period November 6, 2018 through November 5, 2023, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

The OC has been providing mail processing services to County Departments since 1986, including interoffice mail courier services and postage metering. The current equipment, acquired in November 2013, and the OC would like to replace the current equipment with more up-to-date equipment which has additional functions and benefits, such as but not limited to, electronically tracking certified mail.

**DISCUSSION**

Shasta County entered into an Agreement with MailFinance Inc., a Neopost USA Company, with an effective date of November 6, 2013 to provide mail processing equipment to be used by the OC in the processing of daily mail for multiple

County Departments and local agencies. The OC Mailroom can process up to 20,000 pieces of mail per day. It is imperative that the mailroom be able to meter and process mail as it arrives and on the day that it arrives. This allows the OC to meet the deadlines and business needs of County Departments. The OC is responsible for all service and maintenance costs, and a local business, North Valley Business Systems, is able to complete necessary service and repairs within 30 minutes of notification. This is crucial for the timely processing of mail.

The equipment the OC is currently leasing has a cost to the County of \$1,486.82 per month. Through this “Why Wait Program Agreement”, along with the acceptance of the new lease Agreement, NeoPost will replace the current equipment with new equipment without an increase in monthly costs until the commencement of the new Lease Term. On the effective date of the new lease, November 6, 2018, the monthly lease fee will be \$1,783.45 per month for 60 months. With the approval of Support Services Department-Purchasing Unit, we are recommending utilizing the National Association of State Procurement Officials (NASPO) contract negotiated/executed by the State of California, therefore satisfying the County’s competitive procurement requirements.

While there are other products on the market, the OC mailroom staff currently utilizes MailFinance Equipment. The OC tried a trial version of another product with a comparable price point, but it was not user friendly for the OC clients. Recently the Opportunity Center has converted to a new client case management system and a new time card computer system. Due to these system implementations, unfilled vacancies, the time needed to become effective with a new mailing software system would negatively impact client and business partner services.

**ALTERNATIVES**

The Board could 1) choose not to approve the NASPO agreement, 2) request that we utilize competitive procurement, however this is not a recommended due to the inability to get equipment repaired timely, impacting the ability for the OC to process mail timely; 3) request we negotiate a new agreement.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management and the Information Technology Department have approved the agreement. The Support Services Department – Purchasing Unit has approved the use of the state agreement. This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The Fiscal Year (FY) 2018-19 cost of the lease is estimated at \$20,214.88, and is consistent with the amount included in the OC’s FY 2018-19 Adopted Budget. Funds to support this agreement come from OC charges to the departments served; and the department’s charges were also included in the FY 2018-19 Adopted Budget. No County General Funds are requested.

**ATTACHMENTS:**

Description	Upload Date	Description
Why Wait	10/1/2018	Why Wait
Government Lease Agreement	10/1/2018	Government Lease Agreement
Postage Meter, Account, and Online Services and Software Agreements	10/3/2018	Postage Meter, Account, and Online Services and Software Agreements





### Why Wait Program Agreement

The Neopost Why Wait program entitles you to upgrade your Neopost equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current Term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N13092799 and through the end of its Initial Term or, if applicable, the current Renewal Term. N13092800
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- The replaced products must be returned to Us within thirty (30) days of the effective date of this agreement.

Company: Shasta County

Signature: \_\_\_\_\_

Name (printed): Les Baugh

Title: Chairman, Shasta County Board of Supervisors, County of Shasta, State of California

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

Company: MailFinance Inc.

Signature : \_\_\_\_\_

Name (printed): Catherine Braisted

Title: Director, Leasing Operations

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

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

By: [Signature] Cox 9/14/18  
Alan B. Cox  
Deputy County Counsel

Risk Management Approval:

By: [Signature] 09/18/18  
James Johnson  
Risk Management Analyst

IT Approved:  
[Signature] 9/19/18  
Gretchen Allen, Dep. Dir.


**Government Product Lease Agreement  
with Meter Rental Agreement**
**Section (A) Office Information**

Office Number	Office Name	Phone #	Date
9340	North Valley Business Systems	(530) 242-1000	03/19/2018

**Section (B) Billing Information**

Company Name	Shasta County Health and Human Services Agency		
DBA			
Billing Address	P O Box 496005		
City State Zip+4	Redding	CA	96049-6005
Contact Name	Lynne Wilson	Phone	(530) 225-5172
Contact Title	Mail Room Manager	Fax	
Email Address		PO #	

**Section (C) Installation Information** (if different from billing information)

Company Name	Shasta County Health and Human Services Agency		
Installation Address	P O Box 496005		
City State Zip+4	Redding	CA	96049-6005
Contact Name	Lynne Wilson	Phone	(530) 225-5172
Contact Title	Mail Room Manager	Fax	
Email Address			
Main Post Office		PO 5-Digit Zip Code	

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)	<input checked="" type="checkbox"/> See additional listed products on attached continuation schedule.
2	IS6000CPC	IS-6000 300 LPM Base, PostCard Version MMF, 15" Control Panel, Keyboard, LAN Kit & Line Conditioner	
2	IS56DWM PKG	IS-5000/6000 Dynamic Weighing Module	
2	MMC104	104" Custom Workstation w/Risers, Locking Doors	
2	ISWP70	IS Series 70lb. Weigh Platform	
2	IS6000ERR	IS-6000 e-RR Feature Activation & Starter Kit w/Bar Code Scanner	
2	ISDRKSENCB	Dark Mail Sensor Kit (IS5000 & IS6000)	
2	IS56STACKER	Expandable IS-5000/6000 Stacker	

**Section (E) Lease Payment Information & Schedule**

Tax Status: <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <i>Certificate attached</i>  Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually  Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears	<b>Number of Months</b>		<b>Monthly Payment</b>
	First	60	\$1,783.45
	Current Lease Number:		
	<input type="checkbox"/> ACH (Customer to submit authorization form)		

**Section (F) Postage Meter & Postage Funding Information**

Meter Model	IS6000AI	Machine Model	IS6000CPC
Postage Funding Method:		Postage Funding Account:	
Bill Me <input checked="" type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		<input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing	
Agency Code <input type="text"/> Sub Agency Code <input type="text"/>		Existing Account Number:	

**Service Products (Check all that apply)**

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70)
<input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support

In no case shall maximum compensation under this Agreement exceed \$107,007. This Agreement shall begin November 6, 2018 and shall end November 5, 2023, unless California Participating Addendum No. 7-17-70-42-02 is not renewed or becomes invalid prior to that date.

**Section (G) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here N/A.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement") Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerGovLease-04-16), which are also available at <http://neopostusa.com/terms/DealerGovLease-V04-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you. **State of California Participating Addendum No. 7-17-70-42-02 Mailroom Equipment, Supplies and Maintenance Arizona NASPO ValuePoint Master Agreement NO. ADSP016-169901, attached hereto and incorporated herein, shall control this Agreement. \*\*\*Purchase Order to Be Completed By County Upon Acceptance\*\*\***

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

Date Accepted

Accepted by Neopost USA and its Affiliates

Date Accepted

MailFinance Inc., 478 Wheelers Farms Rd, Milford CT 06461

Form L51186e-04/16 Terms Revision R-04-16 (PF)

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

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



**Product Lease Agreement  
with Meter Rental Agreement**

Company Name: Shasta County Health and Human Services Agency

**Schedule (D) Product Continuation Schedule (Continued)**

Qty	Model / Part Number	Description (Include Serial Number, if applicable)
2	ISELDPKG	IS-490/5000/5500/6000 Remote Label Dispenser w/Stand
2	WP3070STDN	30/70lb Scale Stand

Product Lease Agreement Continuation Schedule  
MailFinance, 478 Wheelers Farms Rd, Milford CT 06461  
Form L51186e-V04-16 revision 04/16 (PF)

Printed on 03/19/2018 10:11 AM

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

By: Alan B. Cox 9/14/18

Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 09/18/18

James Johnson  
Risk Management Analyst

**INFORMATION TECHNOLOGY APPROVAL**

By: Gretchen Allen on behalf of Tom Schreiber 9/19/18

Tom Schreiber  
Chief Information Officer

IT Approved:

Gretchen Allen, Dep. Dir.



## GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

**1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

**2. Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

### 3. Initial Term; Renewal.

**3.1 FMV Lease.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

**3.2 LTOP Lease.** If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

**4. Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

**5. Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

**6. Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

**7. Assignment of Supplier's Warranties.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

**8. Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

**9. Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.





**11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

**12. Return of Products.** Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.**

**14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

**15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678).** All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

**17. Integration.** The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; and Attorney's Fees.** This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**22. FMV Leases.** If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

**23. LTOP Leases.** If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

**24. Termination.**

**24.1 Non-Appropriation.**

**a.** You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

**b.** You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

**24.2 Convenience.** You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**25. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

## POSTAGE METER RENTAL AGREEMENT

**1. Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**4. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**5. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**6. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

## 7. Rate Updates.

A. **Maintenance of Postal Rates.** It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

B. **Rate Updates with Online Services.** If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter.

**The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the



covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available e the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

- 8. **United states postal service acknowledgement of deposit requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. **Additional united states postal service terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up

to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

## NeoFunds®/TotalFunds® ACCOUNT AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

**2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

**3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance





is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## ONLINE SERVICES AND SOFTWARE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third





parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.neopostusa.com/softwareterms](http://www.neopostusa.com/softwareterms) and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services

unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites.** Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - Law and Justice-13.

**SUBJECT:**

Continuation of Local Emergency Proclamation: Carr Fire

**DEPARTMENT:** Sheriff

**Supervisory District No. :** 1, 2, and 4

**DEPARTMENT CONTACT:** Tom Bosenko, Sheriff-Coroner (530) 245-6167

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

Adopt a resolution which recognizes that the circumstances and factors that led to the July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

**SUMMARY**

There is a need for the Carr Fire local emergency proclamation to be continued.

**DISCUSSION**

The Shasta County Director of Emergency Services proclaimed a local emergency on July 26, 2018 due to the wildland fire identified as the "Carr Fire". On that same day, State of California Governor Edmund G. Brown Jr., proclaimed a state of emergency in Shasta County. On July 30, 2018 the Shasta County Board of Supervisors ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. On August 4, 2018 a Presidential Major Disaster Declaration was declared. After burning 229,651 acres, 100 percent containment of the Carr Fire was achieved on August 30, 2018. This was good news to a weary community and to the firefighters and first responders working the fire. However, resources are still being committed to this incident for cleanup.

At one point during this incident there were over 40,000 people evacuated from their homes. The Sheriff's Office and numerous allied law enforcement agencies evacuated the areas in and around French Gulch, Old Shasta, Keswick, Igo/Ono, the City of Shasta Lake, and parts of Redding. The Carr Fire also impacted neighboring Trinity County.

Surveys of fire damage stand at 1,604 structures destroyed, of which 1,079 were residential structures. The Carr Fire has also damaged 277 structures, 190 of which were residential structures. Numerous guardrails, power poles, power lines and other public and private infrastructure were damaged or destroyed. Unfortunately, eight deaths are also associated with the Carr Fire.

The Carr Fire currently stands as the seventh largest wildfire in California since 1932, when accurate records began to be kept,

and has been the most destructive fire in Shasta County history; however, it is only one of several fires that have impacted Shasta County in the last couple of months. Currently, the “Delta Fire,” which began on September 5, 2018, is burning primarily on US Forest Service land, has burned 63,311 acres, and damaged or destroyed 14 residential structures and 21 outbuildings. The Delta Fire is one-hundred percent contained. The “Hirz Fire” began on August 9, 2018, and burned on US Forest Service land. Firefighting efforts on the Hirz Fire were successful in achieving one-hundred percent containment on September 10, 2018 after consuming 46,150 acres. Several other smaller fires that started in the period between early August and now have, fortunately, been fully contained but fire danger is still very high and weather conditions are still presenting challenges to containment of current fires.

While the Carr Fire was 100 percent contained as of August 30, 2018, it is recommended the local emergency proclamation be continued as cleanup and recovery efforts are of such scope that it is beyond the control of the services, personnel, equipment, and facilities of Shasta County. Cleanup and recovery efforts within the footprint of the Carr Fire are necessary and ongoing to mitigate potential threats to the safety of the public.

The public is reminded to stay vigilant on current fire conditions, to adhere to road closures, and follow any evacuation warnings for all current and future fires that might occur.

**ALTERNATIVES**

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement during the course of this incident has included, but is not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/CAL FIRE, California Highway Patrol, Redding Police Department, California Governor's Office of Emergency Services, California Department of Transportation, Whiskeytown National Park Service, US Forest Service, Anderson Police Department, Redding Fire Department, Happy Valley Fire Department, Mountain Gate Fire Department, Shasta County Marshal, Shasta County Probation Department, and the Bureau of Land Management. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The costs associated with this incident are unprecedented for Shasta County and have exceeded the resources available to the impacted local governments. Due to the Governor’s proclamation and the Presidential major disaster declaration, eligible costs are shared between the federal, state, and local governments. The federal share is 75 percent. The remaining 25 percent is shared between the state and local government with the state share being 75 percent. For eligible Carr Fire related costs that have been documented sufficiently for submission to the California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) the final share for the County after those match percentages is 6.25 percent. County staff are working to track both eligible and non-eligible costs so as to better understand all the fiscal impacts of this incident to the County. The full General Fund impact is unknown at this time.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution for Continuance	10/8/2018	Resolution for Continuance

**RESOLUTION NO. 2018-  
A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONTINUING THE PROCLAMATION OF A LOCAL EMERGENCY  
FOR THE CARR FIRE**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that wildland fire, identified as the “Carr Fire” has devastated the areas of French Gulch, Old Shasta, Keswick, Iron Mountain Road, Swasey Drive, as well as other portions of western Redding, and continues to be a potential threat to areas in the unincorporated area of the County near the community of Lakehead; and

**WHEREAS**, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Carr Fire on July 26, 2018, at 6:15 a.m.; and

**WHEREAS**, on July 30, 2018, the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

**WHEREAS**, on August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed the existence of the Carr Fire and the debris removal process is on-going; and

**WHEREAS**, conditions of extreme fire danger continue within the unincorporated areas of Shasta County; and

**WHEREAS**, as of August 30, 2018, the “Carr Fire” has consumed more than 229,651 acres, destroyed 1,079 residential structures, destroyed 22 commercial structures, destroyed 503 “other” buildings, damaged 191 residential structures, damaged 26 commercial structures, and damaged 65 “other” type structures is now 100% contained; and

**WHEREAS**, cleanup and hazard mitigation within the footprint of the Carr fire, to protect the public, is ongoing and beyond the control of the services, equipment, and facilities of Shasta County; and

**WHEREAS**, the Board of Supervisors recognizes that the circumstances that led to the July 26, 2018 local emergency proclamation continue to exist.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta continues the proclamation of a ‘local emergency’ by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

Resolution No. 2018 –  
October 16, 2018  
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**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by this Board.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

**DULY PASSED AND ADOPTED** this 16th day of October, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors  
By: \_\_\_\_\_  
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - Law and Justice-14.

**SUBJECT:**

Continuation of Local Emergency Proclamation: Delta Fire

**DEPARTMENT:** Sheriff

**Supervisory District No. :** 4

**DEPARTMENT CONTACT:** Tom Bosenko, Sheriff-Coroner (530) 245-6167

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

Adopt a resolution which recognizes that the circumstances and factors that led to the September 11, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Delta Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

**SUMMARY**

There is a need to continue the Delta Fire local emergency.

**DISCUSSION**

Pursuant to California Government Code Section 8630, a proclamation of a local emergency made by the Director of Emergency Services shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors. The recommended action will continue with the Director of Emergency Services September 6, 2018 verbal proclamation of such local emergency, which was signed by the Director on the morning of September 7, 2018.

On September 11, 2018, the Board ratified the local emergency proclamation. On October 2, 2018, the Board continued the local emergency proclamation.

The Delta Fire started September 5, 2018 and has destroyed 20 residences and 24 outbuildings. As of Sunday, October 7, 2018, the fire is 100% contained and has burned approximately 63,311 acres.

On September 17, 2018, the County Executive Officer submitted a letter to the Director of the California Governor's Office of Emergency Services (CalOES) requesting direct assistance with debris cleanup as a result of the damage from the Delta Fire. The debris cleanup is needed as the path of the fire was on both sides of the Sacramento River along the Interstate 5 corridor. Failure to clean up the debris properly could result in further ecological damage to the area. Shasta County is awaiting a decision from CalOES as to whether or not they will declare a State of Emergency for Shasta County for the Delta Fire.

**ALTERNATIVES**

There are no recommended alternatives.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement includes but is not limited to, the Shasta County Department of Public Works, Shasta County Fire/CAL FIRE, California Highway Patrol, California Governor's Office of Emergency Services, California Department of Transportation, and US Forest Service. County Counsel reviewed the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

**FINANCING**

This incident is ongoing and costs/cost estimates have not been established. Staff will pursue all available options for cost recovery if such options are available; however, it is anticipated that there will be some impact to the General Fund due to the amount of County resources committed.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution for Continuance	10/8/2018	Resolution for Continuance

**RESOLUTION NO. 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONTINUING THE PROCLAMATION OF LOCAL EMERGENCY  
FOR THE DELTA FIRE**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that the wildland fire identified as the “Delta Fire” has devastated the areas of Dog Creek Road, Slate Creek area, Pollard Flat area, and Highlands Lake area, and, until recently, was a threat in an unincorporated area of the County near the community of Lakehead; and

**WHEREAS**, on August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed by the existence of the Carr Fire and any concurrent fires and the debris removal process is ongoing; and

**WHEREAS**, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Delta Fire on September 6, 2018; and

**WHEREAS**, on September 11, 2018 the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

**WHEREAS**, conditions of extreme fire danger continue within areas of Shasta County; and

**WHEREAS**, as of October 7, 2018, the Delta Fire is 100% contained, has consumed more than 63,311 acres, destroyed 20 residences and destroyed an additional 24 outbuildings; and

**WHEREAS**, cleanup and hazard mitigation within the footprint of the Delta Fire, to protect the public, is ongoing and beyond the control of the services, equipment, and facilities of Shasta County; and

**WHEREAS**, the Board of Supervisors recognizes that the circumstances that led to the September 6, 2018 local emergency proclamation continue to exist.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta continues the proclamation of a ‘local emergency’ by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.



Resolution 2018 -  
October 16, 2018  
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**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by this Board.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

**DULY PASSED AND ADOPTED** this 16th day of October, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** October 16, 2018

**CATEGORY:** Consent - Public Works-15.

**SUBJECT:**

Alarm Monitoring Agreements

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign: (1) A retroactive agreement, with Call Center Sales Pro, dba Redding Telephone Answering Service, for a total not to exceed \$10,000, to provide elevator emergency phone monitoring at County facilities for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals; and (2) an amendment, effective date of signing, to the agreement with California Safety, Inc. to remove the responsibility for elevator emergency phone monitoring at County facilities.

**SUMMARY**

Contractual adjustments are proposed for elevator emergency phone monitoring.

**DISCUSSION**

County elevators are equipped with emergency phones. On June 1, 2018, the County executed an agreement with California Safety, Inc. for general alarm monitoring. On July 13, 2018, California Safety, Inc. notified the County that they had transferred their elevator-related business to Call Center Sales Pro, dba Redding Telephone Answering Service (RTAS). The new vendor is qualified to carry out the work. Contractual arrangements are proposed with California Safety, Inc. and RTAS.

**ALTERNATIVES**

The Board may decline to approve the proposed assignment from California Safety, Inc. to RTAS.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Alarm monitoring costs are borne by the respective departments. Adequate funds have been included in the Adopted 2018/19 Facilities Management budget and the various departmental budgets. There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
RTAS Agreement	10/8/2018	RTAS Agreement
California Safety Amendment	10/11/2018	California Safety Amendment

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
CALL CENTER SALES PRO, dba  
REDDING TELEPHONE ANSWERING SERVICE**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of the Department of Public Works ("County") and Call Center Sales Pro, dba Redding Telephone Answering Service ("Consultant") for the purpose of providing elevator emergency phone monitoring for County owned and leased buildings.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide, elevator emergency phone monitoring, at the County leased and owned building locations identified in Exhibit A attached hereto and incorporated herein. During the term of this agreement, County may, in writing, add additional locations to Exhibit A for the purpose of providing elevator emergency phone monitoring, to such additional locations as negotiated between the Consultant and the Public Works Director. In no event shall the additions increase the maximum amount payable under this agreement.
- B. Consultant shall monitor the premises' elevator emergency phones systems 24 hours per day, 7 days a week during the term of this agreement. In the event of an emergency phone alarm the Consultant shall, within minutes, contact when appropriate, the emergency services agency, and when appropriate, shall contact at least one responsible party from the call-out list supplied by County as specified in subsection 2.A. below.

**Section 2. RESPONSIBILITIES OF COUNTY.**

- A. County shall provide all operable protected phone service, provide a call-out list and update when necessary.
- B. County shall provide Consultant reasonable access to County buildings and property to permit Consultant to complete the services described in this agreement.
- C. Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3.     COMPENSATION.**

- A.     Consultant shall be paid in accordance with the rates set forth in Exhibit A, herein attached and incorporated to this agreement for the performance of all work assigned to the Consultant under this agreement.
- B.     In no event shall compensation paid to Consultant pursuant to this agreement exceed \$10,000.00.
- C.     During the term of this agreement, the Director of Public Works may approve, in writing and in advance, changes in any of Consultant's rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this Agreement.
- D.     Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4.     BILLING AND PAYMENT.**

- A.     Consultant shall submit to the County's Facilities Management Division within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. Consultant shall submit for the final month of this agreement, no later than ten days following the ending of this agreement, an itemized monthly statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B.     Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5.     TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning July 1, 2018 and ending June 30, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30, of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works 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. Except as provided in Section 1. A., no changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Public Works Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this 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.**

- A. 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.**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County,

its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.



D. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *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 the County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.

- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

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

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

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

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

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

If to County: Shasta County Department of Public Works  
Facilities Management Division  
1958 Placer Street  
Redding, CA 96001  
530-225-5659 Fax 530-225-5420

If to Consultant: Tracie Mexner, Senior Consultant  
Redding Telephone Answering Service  
319 Blue Peacock Way Suite 1  
Seymour, TN 37865  
763-201-8436 Local 530-245-1111

- 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.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

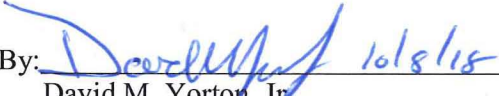
ATTEST:


LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

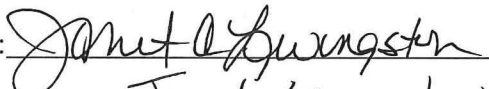
Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

**RISK MANAGEMENT APPROVAL**

By:  10/8/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By:  10/08/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT  
REDDING TELEPHONE ANSWERING SERVICE**

By:   
Print Name: Janet Livingston  
Title: Owner  
Date: 10-4-18

## EXHIBIT A

ANSWERING SERVICE			
Account Name	Location	Phone Number	Monthly fee *
Administration Cntr Elev #1 phone	1450 Court Street	229-8193	25.00
Administration Cntr Elev #2 phone	1450 Court Street	229-8195	25.00
Administration Cntr Elev #3 phone	1450 Court Street	229-8196	25.00
Administration Cntr Elev Prkng phone	1450 Court Street	229-8197	25.00
Shasta General Elevator Phone	2640 Breslauer Way	225-5430	25.00
District Attorney Elevator Phone	1355 West & 1855 Shasta St	245-6063	25.00
Placer Office Elevator Phone	1855 Placer Street	225-5774	25.00
Sheriff's Office	300 Park Marina Circle		25.00

\* \$1.00 charged per minute of usage and \$0.15 patch time per minute



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND CALIFORNIA SAFETY COMPANY, INC.**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California through the Facilities Management Division of the Department of Public Works ("County") and California Safety Company, Inc. ("Consultant") for the purpose of providing fire and burglar alarm leasing and monitoring for County owned and leased buildings.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on June 01, 2018 to provide for fire and burglar alarm leasing and monitoring ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to remove the responsibility of elevator emergency phone monitoring and remove the "Answering Service" portion from Exhibit A.

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

NOW, THEREFORE, the Agreement is amended as follows:

- I. Paragraph A. of Section 1. Responsibilities of Consultant of the Agreement is amended as of the effective date of the Agreement to read as follows:

**Section 1. RESPONSIBILITIES OF CONSULTANT**

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide, fire and burglar alarm leasing and monitoring services, panic system monitoring, power outage alarm monitoring, open and close monitoring and reporting, and dispatch services, at the County leased and owned building locations identified in Exhibit A-1 attached hereto and incorporated herein. During the term of this agreement, County may, in writing, add additional locations to Exhibit A-1 for the purpose of providing fire and burglar alarm leasing and monitoring, dispatch services to such additional locations as negotiated between the Consultant and the Public Works Director. In no event shall the additions increase the maximum amount payable under this agreement.

**III. REAFFIRMATION**

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

IV. **ENTIRE AGREEMENT**

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

V **EFFECTIVE DATE**

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

***[SIGNATURE PAGE FOLLOWS]\****

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

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

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

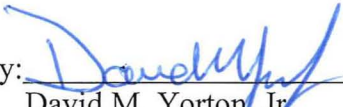
ATTEST:


LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

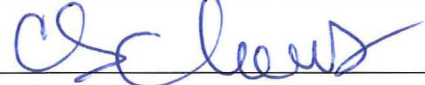
Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

**RISK MANAGEMENT APPROVAL**

By:  10/8/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By:  10/08/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT**  
**CALIFORNIA SAFETY COMPANY, INC.**

By: 

Print Name: Christine R. Schwartz

Title: CEO & CFO

Date: 9-7-18

Tax I.D.#: \_\_\_\_\_

Exhibit A-1					
Account Name	CSID	Location	Monthly Monitoring / Lease Fee	Per Open / Close Monthly Report	Annual Fire Alarm Fee & UL Cert
HHS Reg Services Atrium	49843	1670 Market Street Ste 242	65.00	10.00	
Howell Hall Computer Lab	49631	1604 Market Street	55.00	10.00	
HHSA Downtown Regional - PHSAC	23511	1220 Sacramento Street	70.00	10.00	
HHSA Downtown Regional - PHSAC	23512	1220 Sacramento Street		10.00	
SS Opportunity Center	22161	1265 Redwood Blvd.	82.50		375.00
SS Opportunity Center	22162	1265 Redwood Blvd.		10.00	
SS-YUBA CPS	30190	1313 Yuba Street	110.00	10.00	
CalWORKS basement - Closed Files	21381	1400 California Street	50.00	10.00	
Public Health Storage	21382	1400 California Street	40.00	10.00	
SS CalWORKS - Main	21561	1400 California Street	107.00	10.00	270.00
SS CalWORKS - Comp Rm	21562	1400 California Street		10.00	
Perinatal	20625	1506 & 1518 Market Street	40.00	10.00	
SS LINCS Cal	20765	1530 & 1550 California Street	85.00	10.00	455.00
SS-MARKET - CPS Annex	21871	1620 & 1624 Market Street	40.00	10.00	
SS-MARKET - HHSA Child	21872	1628 Market Street	20.00	10.00	
Elections Dept	27420	1643 Market Street	65.00		
Health & Human Services	27374	1810 Market Street	75.00		455.00
Public Health Storage	20123	2486 Progress Drive, Unit 2	35.00	10.00	
HHSA Enterprise Regional	23711	2757 Churn Creek Rd	50.00	10.00	
HHSA Enterprise Regional	23712	2757 Churn Creek Rd		10.00	
Social Services Burney	20969	36911 Main Street	60.00	10.00	
Sheriff CAL MMET	20581		35.00		
HHSA Shasta Lake Regional	27578	4216 Shasta Dam Blvd	60.00	10.00	
Sheriff Evidence Yard	49158	Across 4560 Radio Lane	51.00		
SO-OES2 Office of Emergency Svcs	20930	2486 Progress Drive, Unit 1	40.00		
SO-OES2 Office of Emg Svcs Storage	29450	2490 Progress Dr, Unit 2&3	55.00		
Sheriff's Office	20482	300 Park Marina Circle	110.00		350.00
Childrens Outpatient Mental Health #1	49009.1	1560 Market Street	90.00	10.00	
Childrens Wings	49009.2	1580 Market Street		10.00	
Childrens Outpatient Mental Health #2	49009.3	1420 Yuba Street		10.00	
Childrens Admin Conference Room	49009.4	1420 Yuba Street		10.00	
			<b>1,370.50</b>	<b>210.00</b>	<b>1,905.00</b>
District Attorney	23301	1355 West & 1855 Shasta Str	25.00		
District Attorney	23302	1355 West & 1855 Shasta Str	10.00		
District Attorney	27267	1355 West & 1855 Shasta Str	25.00		730.00
Administration Bldg	28258	1450 Court Street	25.00		425.00
Administration Bldg - Parking	28708	1450 Court Street	25.00		
Administration Bldg - Parking	L0603A	1450 Court Street			325.00
Admin Bldg - IT Temp	28883	1450 Court Street, Rm 141	25.00		
Treasurer	27893	1450 Court Street, Rm 227 &	25.00	10.00	270.00
Public Works CSA06 - Water Treat	28342	15750 Silverthorne Rd	25.00		
FM - Fleet Service Station	28295	1654 Court Street	25.00		
Resource Management	27707	1855 Placer Street	25.00		135.00
Facilities Mgmt - Office	30438	1958 Placer Street	25.00		

FIRST AMENDMENT

Page 4

CONTRACT NO. 1160

California Safety Company  
Leased and Owned Monitoring

Facilities Mgmt - Shop	30444	1958 Placer Street	25.00		
Superior Court	20580	20509 Shasta Street	25.00		
Sheriff Burney	20713	20509 Shasta Street	25.00		
Public Works CSA08 - Waste Plant	27944	21300 Charlais Way	25.00		
Public Works CSA08 - Lift Station	20871	22250 Golfline Dr	25.00		
Packet Bldg Garage	28389	2406 Breslauer Way	25.00	10.00	
Boggs Community Center	28123	2420 Breslauer Way	25.00	10.00	
Bres Outback Trailer	28128	2430 Breslauer Way	25.00	10.00	
Facilities Mgmt - Grounds	28250	2430 Breslauer Way	25.00		
Social Services Cascade Ofc Bldg Main	21451	2460 Breslauer Way	45.00	10.00	
Social Services Cascade Ofc Bldg Storage	21452	2460 Breslauer Way	10.00	10.00	
SS Cascade Office Bldg	60196	2460 Breslauer Way	25.00		212.50
Public Works FRM Corp Yard	20535	24665 Glenburn Rd	25.00	10.00	
Patrol Operations	60127	2490 Radio Lane	25.00		430.00
Mental Health	20241	2630 & 2640 Breslauer Way	30.00		2,250.00
Sheriff ID Lab - Main Wing	22361	2630 Breslauer Way	55.00	10.00	
Sheriff ID Lab - Secure Wing	22362	2630 Breslauer Way		10.00	
Sheriff ID Lab - Evidence Storage	22363	2630 Breslauer Way		10.00	
Sheriff ID Lab - South Mech Rm Door	22364	2630 Breslauer Way		10.00	
SGH Basement Storage	20239	2640 Breslauer Way	25.00	10.00	
Mental Health Records - Media Rm D	21041	2640 Breslauer Way	25.00	10.00	
Mental Health Records - Rm C3 / C4	21042	2640 Breslauer Way	10.00	10.00	
Mental Health Records - IHSS / PG	21043	2640 Breslauer Way	10.00	10.00	
Mental Health Records	27299	2640 Breslauer Way	25.00	10.00	
SGH Public Authority	28081	2632 Breslauer Way	25.00	10.00	
Mental Health Panic	28794	2640 Breslauer Way	25.00		
SS Adult Services	28926	2640 Breslauer Way	25.00	10.00	
Mental Health Modular	27586	2644 Breslauer Way	25.00	10.00	
Public Health Records - RM 111	20389	2650 Breslauer Way	25.00	10.00	
Public Health	20572	2660 Breslauer Way	25.00		255.00
Public Health Lab	27427	2650 Breslauer Way	25.00		822.50
Public Health Lab Burg	30183	2650 Breslauer Way	35.00	10.00	
Public Health Lab	28711	2650 Breslauer Way	25.00		
Juvenile Hall	27702	2680 Radio Lane	25.00		575.00
Juvenile Hall	28218	2680 Radio Lane	25.00		
Public Works Cottonwood Pump HS	27251	3100 Main Street	25.00		
Anderson Library	27763	3200 West Center Street	25.00		
Public Works CSA17 - Waste Plant	27946	3425 Live Oak Road	25.00		
Public Works Corp Yard Maint Main	49739.1	4363 Eastside Road	55.00		
Public Works Corp Yard Maint Yard	49739.2	4363 Eastside Road	10.00		
Public Works Corp Yard Admin	49998	4363 Eastside Road	55.00		
Public Works Corp Yard Road Crew	49932	4363 Eastside Road	55.00		
Sheriff Coroner	27153	4555 Veterans Lane	25.00		472.50
Public Works CSA08 - Lift Station	28491	Cross Creek Subdiv	25.00		
Public Works CSA13 - Sewer	20866	Whispering Meadow Ct	25.00		
Probation	28478	1600 Court Street	35.00		455.00
Probation	28568	1626 Court Street	35.00		455.00
Public Works CSA13 - Water Treat	60797	Whispering Wind Ct	25.00		
			<b>1,500.00</b>	<b>210.00</b>	<b>7,812.50</b>