SHASTA COUNTY

BOARD OF SUPERVISORS

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

AGENDA

REGULAR MEETING
OF THE
BOARD OF SUPERVISORS

Tuesday, October 23, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Pastor Pauline Bowen, Trinity United Methodist Church

Pledge of Allegiance: Supervisor Kehoe

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 which designates October 2018 as "Breast Cancer Awareness Month" in Shasta County.

No General Fund Impact **Simple Majority Vote**

PRESENTATIONS

R 2 **Presentation**

Receive an update on the Shasta Public Library System from Shasta Public Libraries Director Anna Tracy.

No General Fund Impact **No Vote**

R 3 **Presentation**

Receive a presentation regarding the Whiskeytown National Recreation Area from Acting Superintendent Patrick Gubbins and Chief of Law Enforcement Dave Keltner.

No General Fund Impact **No Vote**

R 4 **Presentation**

Take the following actions: (1) Receive a report on activities during April and September 2018 High School Voter Education Weeks; and (2) recognize the high school students who participated.

No Additional General Fund Impact **No Vote**

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 **Clerk of the Board**

Take the following actions for 2019: (1) Appoint Supervisor Les Baugh as the Member to the Rural County Representatives of California (RCRC) Board of Directors and Supervisor Mary Rickert as the Alternate to the RCRC Board of Directors; (2) appoint Supervisor Leonard Moty as the Member to the California State Association of Counties (CSAC) Board of Directors and Supervisor Les Baugh as the Alternate to the CSAC Board of Directors; and (3) appoint Supervisor Les Baugh as the Member to the Golden State Finance Authority (GSFA) and Supervisor Mary Rickert as the Alternate to the GSFA.

No General Fund Impact **Simple Majority Vote**

C 2 **Clerk of the Board**

Approve the minutes of the meeting held on October 16, 2018, as submitted.

No General Fund Impact **Simple Majority Vote**

C 3 **Support Services-Personnel**

Adopt a resolution which: (1) Supersedes Resolution No. 2018-077, adopted on September 11, 2018; and (2) suspends provisions in the revised Shasta County Personnel Rules, Chapter 1, *Definitions,* and Chapter 19, *Regular Part-Time and Extra Help,* to ensure continued staffing during disaster response and recovery efforts.

General Fund Impact **Simple Majority Vote**

C 4 **Support Services-Personnel**

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 1, *Definitions*, and Chapter 19, *Regular Part-Time and Extra Help*.

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

C 5 **Support Services-Personnel**

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 4, *Salary Payment Procedure*.

No General Fund Impact **Simple Majority Vote**

HEALTH AND HUMAN SERVICES

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

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Hill Country Community Clinic for the Whole Person Care Pilot Program to add the Mobile Crisis Team Fee-For-Service Program and increase compensation by $1,528,970 (for a new total not to exceed $3,934,920), and retain the term January 1, 2017 through December 31, 2020.

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

C 7 **Health and Human Services Agency-Business and Support Services**

Adopt a resolution which releases and discharges two real property liens recorded on October 17, 1986 and September 13, 1988 against Pamela J. Mickelson and Dennis N. Mickelson for aid rendered to Pamela J. Mickelson from Shasta County Department of Social Services in 1986 and 1987 and find that the two property liens are hereby fully released and discharged.

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

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

Approve and authorize the Chairman to sign a retroactive amendment, effective May 1, 2018, to the agreement with Andrew J. Wong Inc. to develop and provide ongoing maintenance for a computer database that generates reports of client outcomes from the Child and Adolescent Needs and Strengths screening tool to increase compensation by $28,875 (for a new maximum compensation of $116,875) for database updates to comply with California Department of Social Services and Department of Health Care Services requirements, and retain the term November 1, 2016 through October 31, 2019.

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

C 9 **Health and Human Services Agency-Public Health**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Technical Resource Management, LLC, dba Cordant Health Solutions in an amount not to exceed $110,000 to provide drug and alcohol confirmation testing for the period July 1, 2018 through June 30, 2019, with two one-year optional renewals.

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

PUBLIC WORKS

C 10 **Public Works**

Adopt Resolution No. 445 of Ordinance No. 413-1 for placement of a “YIELD” sign on Toronto Avenue (County Road No. 7P079) at Tall Timber Lane (private road).

No General Fund Impact **Simple Majority Vote**

RESOURCE MANAGEMENT

C 11 **Resource Management**

Approve a budget amendment increasing appropriations by $59,500 and revenue by $61,000 in the Environmental Health Division budget to administer the Household Hazardous Waste Grant Program, piloting the California Product Stewardship Council's ReFuel Your Fun Campaign.

No Additional General Fund Impact 4/5 Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 5 **Administrative Office**

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

No General Fund Impact No Vote

R 6 **Support Services-Personnel**

Take the following actions associated with the October Personnel Amendments: (1) Adopt a salary resolution, effective October 28, 2018, which: (a) amends the County Class Specifications and Salary Schedule as follows: (i) add Disease Investigation Specialist I/II; (ii) add Senior Agency Staff Services Analyst; (iii) add footnote 75: An additional five percent (5%) will be added to the base salary of a department head when appointed as the Shasta County Director of Disaster Recovery by the County Executive Officer from the date of appointment until the County Executive Officer concludes the appointment; (b) amends the County Salary Schedule as follows: (i) adjust Personnel Analyst I/II/III from classified to unclassified; (ii) adjust Risk Management Analyst I/II/III from classified to unclassified; (iii) adjust Employment Services Instructor III from unclassified to classified; (c) amends the County Position allocation list as follows: (i) from 1.0 Full-Time Equivalent (FTE) Personnel Assistant – Confidential to 1.0 FTE Agency Staff Services Analyst I/II – Confidential and add 2.0 FTE Senior Agency Staff Services Analyst in the Support Services – Personnel budget; (ii) add 1.0 FTE Deputy District Attorney I/II/III in the District Attorney budget; (iii) delete 1.0 FTE Office Assistant I/II and add 1.0 FTE Legal Process Clerk I/II in the District Attorney – Victim Witness budget; (iv) delete 1.0 FTE Administrative Secretary I and add 1.0 FTE Staff Services Analyst I/II in the Health Services – Mental Health Combined budget; (v) delete 1.0 FTE Staff Nurse I/II and add 1.0 FTE Social Worker Supervisor I/II in the Health Services – Mental Health Services Act budget; (vi) delete 1.0 FTE Community Health Advocate, delete 1.0 FTE Public Health Nurse I/II, and delete 1.0 Typist Clerk I/II in the Health Services – Public Health – CCSS budget; (vii) add 1.0 FTE Community Health Advocate, add 1.0 FTE Community Education Specialist I/II, and add 1.0 FTE Typist Clerk I/II in the Public Health budget; (viii) from 1.0 FTE Administrative Secretary I to 1.0 FTE Office Assistant Supervisor, and from 1.0 Business Officer Clerk I/II to 1.0 FTE Accounting Technician, delete 1.0 FTE Staff Nurse II, add 1.0 FTE Assistant Social Worker/Social Worker, and add 1.0 FTE Patient's

Rights Advocate in the Mental Health budget; (ix) delete 1.0 FTE Public Health Nurse I/II in the Public Health budget; (x) add 1.0 FTE Social Worker Supervisor II in the Social Services and Benefit Administration budget; (xi) add 1.0 FTE Disease Investigation Specialist I/II in the Public Health budget; (xii) from 4.0 FTE Eligibility Worker I/II to 4.0 FTE Eligibility Worker III, delete 1.0 FTE Office Assistant I/II, and add 1.0 FTE Senior Staff Services Analyst in the Social Services and Benefit Administration budget; (xiii) delete 1.0 FTE Assistant Social Worker/Social Worker/Senior Social Worker in the Social Services and Benefit Administration budget; (xiv) add 1.0 FTE Mental Health Clinician I/II in the Mental Health budget; (xv) delete 1.0 FTE Employment Services Supervisor and add 1.0 FTE Office Assistant III in the Social Services – Opportunity Center budget; (d) amends the County Salary Schedule increasing the salary range to five percent above the 2019 California Minimum Wage ($12.60) for various job classifications effective December 23, 2018; (2) amend the class specifications for the Assistant Director of Child Support Services, Child Support Program Manager, and Supervising Child Support Specialist positions effective October 23, 2018; and (3) adopt class specifications for the Disease Investigation Specialist I, Disease Investigation Specialist II, and Senior Agency Staff Services Analyst positions effective October 23, 2018.

General Fund Impact **Simple Majority Vote**

R 7 **Support Services-Personnel**

Take the following actions associated with the October Personnel Amendments: (1) Approve a budget amendment increasing Salary & Benefits appropriations by $132,066, and decreasing Services & Supplies appropriations by $132,066 in the Support Services – Personnel budget; and (2) approve a budget amendment increasing appropriations and revenue by $93,118 in the District Attorney budget to add a Consumer Fraud Unit Deputy District Attorney position.

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

SCHEDULED HEARINGS

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

GENERAL GOVERNMENT

R 8 **Clerk of the Board**

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-080-034-000 (Billings); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.050 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing;

(4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

General Fund Impact **Simple Majority Vote**

R 9 **Clerk of the Board**

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 104-080-019-000 (Pantel); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.050 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

General Fund Impact **Simple Majority Vote**

R 10 **Clerk of the Board**

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-060-007-000 (Stafford); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.050 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

General Fund Impact **Simple Majority Vote**

PUBLIC WORKS

R 11 **Public Works**

Take the following actions to consider abandonment of public interest in Forwards Mill Road (County Road No. 2N002B) and a portion of Mineral Road (County Road No. 2P001) (Viola area): (1) Conduct a public hearing; (2) close the public hearing; and (3) adopt a resolution which orders the vacation of public easement located in the unincorporated area of Shasta County, California.

No General Fund Impact **Simple Majority Vote**

CLOSED SESSION ANNOUNCEMENT

R 12 **The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 10 minutes):**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9, subdivision (d), paragraph (1)):

Name of Case: *Michael Peery v. County of Shasta*

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
10/30/2018		**Board of Supervisors Meeting Canceled**	
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		**Board of Supervisors Meeting Canceled**	
11/27/2018		**Board of Supervisors Meeting Canceled**	

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

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

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

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the

Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: BOARD MATTERS-1.

SUBJECT:

N/A

DEPARTMENT: Board Matters

Supervisorial 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

Adopt a proclamation which designates October 2018 as "Breast Cancer Awareness Month" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description	Upload Date	Description

Proclamation 10/15/2018 Proclamation

Shasta County Board of Supervisors Proclamation

Breast Cancer Awareness Month
October 2018

WHEREAS, breast cancer affects every community in California as the most commonly diagnosed cancer in women, striking one in eight; and

WHEREAS, patient awareness and early detection through breast cancer screening improves the chances for cure and survival by 98 percent; and

WHEREAS, the statewide estimate for newly diagnosed breast cancer cases is 23,035, of which 150 will occur in Shasta County; and

WHEREAS, three types of breast examinations are proven to be effective in early detection: routine mammography (the single most effective method), yearly clinical breast exams, and monthly breast self-examinations; and

WHEREAS, 2018 marks the 21th anniversary of the Nor-Cal Think Pink Project to raise awareness about breast cancer and observe "Breast Cancer Awareness Month" and "Think Pink Day," which provides an opportunity for women to become aware that they are at risk and to participate in breast cancer screening; and

WHEREAS, since its inaugural year in 1996, the "Think Pink" campaign has significantly grown, with 44 Northern California communities participating in the counties of Trinity, Siskiyou, Modoc, Tehama, Plumas, and Shasta; and 40,000 breast cancer information bags will be handed out in these communities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims the month of October 2018 as ***Breast Cancer Awareness Month*** in Shasta County and urges all Shasta County women over 40 or at high risk to make a commitment to obtain screening for breast cancer.

Les Baugh, Chairman

October 23, 2018
Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: PRESENTATIONS-2.

SUBJECT:

Library - Shasta Public Library System Update

DEPARTMENT: Presentation

Supervisorial District No. : All

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

STAFF REPORT APPROVED BY: Elaine Grossman, Senior Administrative Analyst

Vote Required?	General Fund Impact?
No Vote	No General Fund Impact

RECOMMENDATION

Receive an update on the Shasta Public Library System from Shasta Public Libraries Director Anna Tracy.

SUMMARY

N/A

DISCUSSION

The County of Shasta contracts with the City of Redding to operate the Anderson, Burney, and Redding libraries. The City of Redding contracts with Library Systems and Services (LS&S) to provide these services. LS&S Library Director Anna Tracy will provide a seasonal activities update including a Summer Reading Program Wrap-Up.

ALTERNATIVES

The presentation is for informational purposes.

OTHER AGENCY INVOLVEMENT

City of Redding Community Services Director Kim Niemer was included regarding the arrangements with the Library Director for the presentation.

FINANCING

The presentation is for informational purposes, there is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description

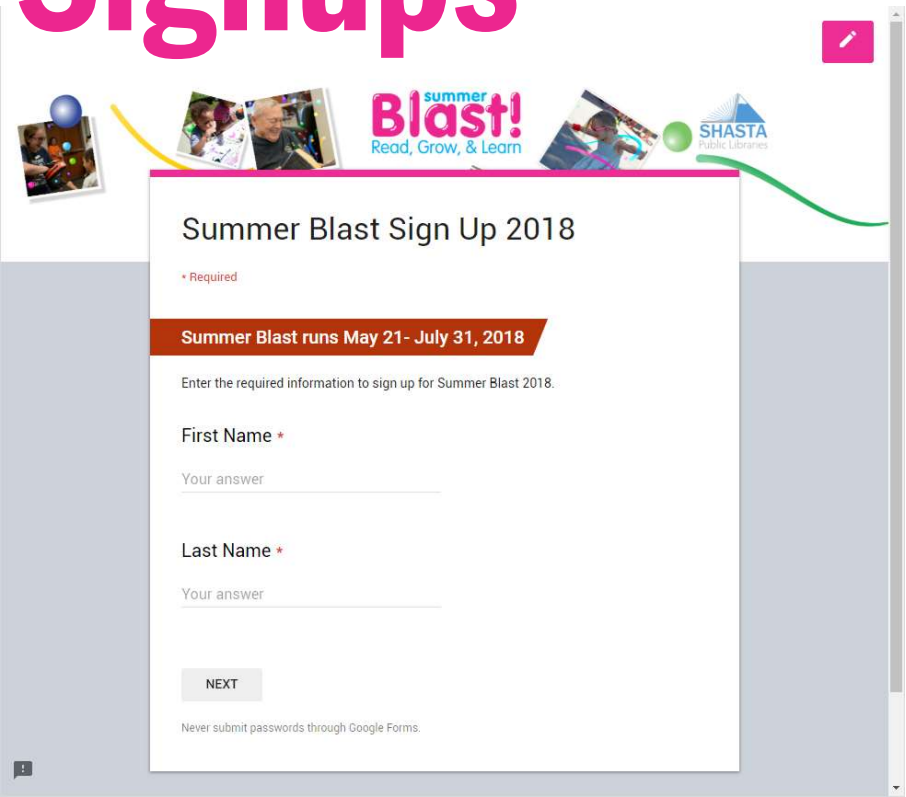
Summer Reading Program Summary 10/15/2018 Summer Reading Program Summary

summer Blast!

Read, Grow, & Learn

May 21st - July 31st

Online Signups



Participants

Summer Blast! 2018

File Edit View Insert Format Data Tools Form Add-ons Help All changes saved in Drive

Library

	A	B	C	D	E	F	G	H	I	J	K	M
1	Timestamp	Last Name	First Name	Library	Age Range	Age	Prize 1	Prize 2	Prize 3	Book	Add. Log	How did you hear of Summer B
2320	5/23/2018 12:23:38			Burney	Adult (ages 18+)	30-49						Other
2321	5/23/2018 12:23:29			Anderson	Child (grades K-6)		1	1	1	1	3	Signed up in previous years
2322	5/23/2018 12:22:50			Anderson	Teen (grades 7-12)		1	1	1	1	1	Signed up in previous years
2323	5/23/2018 12:22:32			Anderson	Teen (grades 7-12)		1	1	1	1	4	Signed up in previous years
2324	5/23/2018 11:59:23			Burney	Adult (ages 18+)	50-64						Other
2325	5/23/2018 11:40:56			Anderson	Adult (ages 18+)	30-49						
2326	5/23/2018 11:17:20			Anderson	Preschool (ages 0-5)		1	1	1	1		
2327	5/23/2018 11:17:03			Redding	Child (grades K-6)		1	1	1	1	1	
2328	5/23/2018 11:16:58			Anderson	Preschool (ages 0-5)		1	1	1	1		
2329	5/23/2018 11:16:36			Anderson	Adult (ages 18+)	18-29						
2330	5/23/2018 11:16:33			Redding	Child (grades K-6)		1	1	1	1	1	
2331	5/23/2018 11:16:06			Redding	Preschool (ages 0-5)		1	1	1	1	1	
2332	5/23/2018 11:11:27			Redding	Adult (ages 18+)	18-29						Other
2333	5/23/2018 11:10:04			Redding	Preschool (ages 0-5)		1	1	1	1		
2334	5/23/2018 10:59:20			Burney	Adult (ages 18+)	65+						Other
2335	5/23/2018 10:55:06			Burney	Adult (ages 18+)	30-49						Other
2336	5/23/2018 10:26:46			Redding	Adult (ages 18+)	30-49						Other
2337	5/23/2018 10:16:10			Burney	Adult (ages 18+)	18-29						Other
2338	5/23/2018 10:08:09			Redding	Adult (ages 18+)	18-29						Newsletter
2339	5/23/2018 9:39:36			Redding	Adult (ages 18+)	30-49						Radio/TV
2340	5/23/2018 9:37:13			Redding	Child (grades K-6)							Radio/TV
2341	5/23/2018 9:03:11			Redding	Child (grades K-6)		1	1	1	1		Newsletter
2342	5/23/2018 9:02:55			Redding	Adult (ages 18+)	30-49						Newsletter
2343	5/23/2018 9:02:14			Redding	Teen (grades 7-12)							Newsletter
2344	5/23/2018 9:01:40			Redding	Teen (grades 7-12)							Newsletter
2345	5/23/2018 9:00:05			Redding	Child (grades K-6)		1	1	1	1		Newsletter
2346	5/23/2018 8:57:06			Redding	Preschool (ages 0-5)							Poster
2347	5/23/2018 8:56:39			Redding	Adult (ages 18+)	30-49						Poster
2348	5/23/2018 8:56:03			Redding	Teen (grades 7-12)							Poster
2349	5/23/2018 8:55:31			Redding	Child (grades K-6)							Poster
2350	5/23/2018 8:55:01			Redding	Child (grades K-6)							Poster
2351	5/23/2018 8:54:41			Redding	Adult (ages 18+)	50-64						Signed up in previous years
2352	5/23/2018 6:14:11			Anderson	Adult (ages 18+)	30-49						Signed up in previous years
2353	5/23/2018 5:46:29			Burney	Adult (ages 18+)	65+						Family or Friend
2354	5/23/2018 5:44:51			Burney	Teen (grades 7-12)							Signed up in previous years
2355	5/23/2018 5:44:25			Burney	Teen (grades 7-12)							

SignUps | AdultLogs | Stats | AdultWin1 | AdultWin2 | AdultWin3

Participants

Signups

	2018	2017
Preschool	496	347
Children	1,235	993
Teen	401	314
Adults	608	526
Total	2,740*	2,180

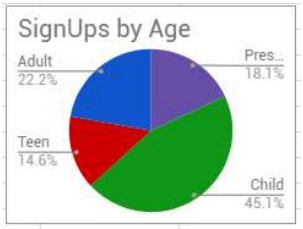
***2nd best year ever.**

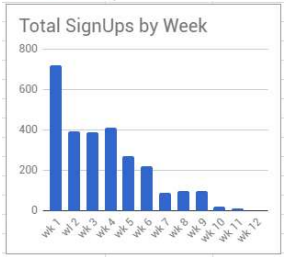
Stats Page

A	B	C	D	E	F	G	H	I
SignUps	Preschool	Child	Teen	Adult	18-29	30-49	50-64	65+
Anderson	78	142	44	122	19	50	24	28
Burney	29	66	22	88	10	35	12	30
Redding	389	1027	335	398	74	202	66	34
Total	496	1235	401	608	103	287	102	92
Total Signups		2740						

Day of Week	Totals	Library Open	Library Closed	Total Percent
Monday	480	421	59	17.5%
Tuesday	644	514	130	23.5%
Wednesday	541	481	60	19.7%
Thursday	460	431	29	16.8%
Friday	310	275	35	11.3%
Saturday	208	173	35	7.6%
Sunday	97	63	34	3.5%
Total Signups	2740	2,358	382	
		86.1%	13.9%	

How did you hear of Summer Blast?		Percent
Signed up in previo	814	40.3%
Redding Recreatior	47	2.3%
Radio/TV	6	0.3%
Poster	84	4.2%
Newsletter	75	3.7%
Facebook	118	5.8%
Instagram	10	0.5%
Family or Friend	273	13.5%
Other	591	29.3%
Total	2018	73.6%





How much...

Youth spent 11,808 Hours Reading

Adults Read 2,487 Books

Programs and Attendance

	#	Attendance
Kids	22	1151
Adults	4	100
Teens	7	72
Family	4	122
Total	37	1445

What stood out...

Summer Blast! 2018 was made possible through the support of...

Linda Boyden • Nicole Lightfoot • Healthy Shasta • Anderson Garden Club • Tortoise Acres • Winann Peery • CFR Youth Athletics • Redding Aquatic Center • Whiskeytown National Recreation Area • Poets & Writers • California Center for the Book • Susan Wooldridge • Sun Oaks Fitness • Jeff Gilliland • Cino Chegia • Sons of Italy • Viking Skate Country • Ron Giesecke • ONESHOP • Darby Andrews • Shasta Community Health Center • First 5 Shasta • The Library Book Group • Paint It Forward Rocks Creatsy Art Studios • New Dreams Art Studio

Special "thanks" to...

the Friends of the Shasta County Libraries, the Friends of the Anderson Library, the Friends of the Intermountain Libraries, and the Shasta Library Foundation for generously funding Summer Blast! 2018

summer Blast!
Read, Grow, & Learn

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: PRESENTATIONS-3.

SUBJECT:

Presentation by WRNA Acting Superintendent Patrick Gubbins.

DEPARTMENT: Presentation

Supervisorial District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

Vote Required?	General Fund Impact?
No Vote	No General Fund Impact

RECOMMENDATION

Receive a presentation regarding the Whiskeytown National Recreation Area from Acting Superintendent Patrick Gubbins and Chief of Law Enforcement Dave Keltner.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: PRESENTATIONS-4.

SUBJECT:

County Clerk/Elections Presentation: High School Voter Education Weeks 2018

DEPARTMENT: Presentation

Supervisorial District No. : All

DEPARTMENT CONTACT: Cathy Darling Allen, County Clerk/Registrar of Voters, (530) 225-5730

STAFF REPORT APPROVED BY: Cathy Darling Allen, County Clerk/Registrar of Voters

Vote Required?	**General Fund Impact?**
No Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Receive a report on activities during April and September 2018 High School Voter Education Weeks; and (2) recognize the high school students who participated.

SUMMARY

N/A

DISCUSSION

In 2014, Assembly Bill (AB) 1817 was signed by Governor Brown designating the last two full weeks of April and September to be High School Voter Education Weeks. The Board adopted a proclamation on April 10, 2018 proclaiming April 15-28, 2018 and September 16-29, 2018 as "High School Voter Education Weeks" in Shasta County. This initiative is supported by California Secretary of State, Alex Padilla.

AB 1817 and the Board's proclamation provided an opportunity for high schools and their students to partner with county elections officials to promote civic education and participation on campus, and to foster an environment that cultivates lifelong voters and active citizens. The activities provided nonpartisan information to high school students to encourage them to participate in the election process. Students learned how to register to vote, how to vote by mail, how to find information about candidates and issues, and how to find election results. Students were also encouraged to become Student Poll Workers for the June and November 2018 elections.

In 2014, Senate Bill (SB) 113 was signed by Governor Brown allowing 16- and 17-year-olds to pre-register to vote. Pre-registration does not change the voting age, but allows those individuals to be automatically registered to vote as soon as they turn 18. Students who participated in High School Voter Education Weeks activities became Voter Registration Coordinators and assisted individuals in pre-registering and registering to vote.

ALTERNATIVES

One of the responsibilities of government leaders is to encourage all eligible citizens to register and vote; therefore, there are no alternatives recommended.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - General Government-1.

SUBJECT:

2019 Appointments

DEPARTMENT: Clerk of the Board

Supervisorial 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

Take the following actions for 2019: (1) Appoint Supervisor Les Baugh as the Member to the Rural County Representatives of California (RCRC) Board of Directors and Supervisor Mary Rickert as the Alternate to the RCRC Board of Directors; (2) appoint Supervisor Leonard Moty as the Member to the California State Association of Counties (CSAC) Board of Directors and Supervisor Les Baugh as the Alternate to the CSAC Board of Directors; and (3) appoint Supervisor Les Baugh as the Member to the Golden State Finance Authority (GSFA) and Supervisor Mary Rickert as the Alternate to the GSFA.

SUMMARY

N/A

DISCUSSION

Annually the Board considers appointments to other agencies' boards as invited, requested, or as a membership requirement. The recommended appointments are consistent with those made in 2018. Additional 2019 appointments for other boards, committees, and commissions will be brought before the Board in January. These three appointments were requested to be made in advance so that appointees may attend meetings in early January.

ALTERNATIVES

The Board could choose to make different appointments or defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

The County Administrative Office reviewed the recommendation.

FINANCING

There is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
CSAC Nomination Form	9/28/2018	CSAC Nomination Form
RCRC Nomination Form	10/12/2018	RCRC Nomination Form
GSFA Nomination Form	10/12/2018	GSFA Nomination Form

California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2018 – 2019

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2018 – 2019 Association year beginning Tuesday, November 27, 2018.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (Nov. 27 – 30, 2018) in San Diego, San Diego County?

Yes: No:

PLEASE RETURN BY NOVEMBER 9, 2018 TO:
Valentina Dzebic
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Email: vdzebic@counties.org
Fax: (916) 441-5507

Designation of 2019 Delegate and Alternate Supervisors for the

Rural County Representatives of California (RCRC) Board of Directors

Date: _____

County: _____

Delegate: **Supervisor** _____

Alternate: **Supervisor** _____

Authorization:

_____

Designation of 2019 Delegate and Alternate Supervisors for

Golden State Finance Authority (GSFA) Board of Directors

Date: _____

County: _____

Delegate: **Supervisor** _____

Alternate: **Supervisor** _____

Authorization:

_____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - General Government-2.

SUBJECT:

Draft 10/16/18 minutes.

DEPARTMENT: Clerk of the Board

Supervisorial District No. : ALL

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk, 225-5550

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

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

RECOMMENDATION

Approve the minutes of the meeting held on October 16, 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 Minutes 10/16/18	10/18/2018	Draft Minutes 10/16/18

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, October 16, 2018

REGULAR MEETING

9:01 a.m.: Chairman Baugh called the Regular Session of the Board of Supervisors to order on the above date with the following present:

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

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Administrative Board Clerk - Trisha Boss
Administrative Board Clerk - Darcey Prior

INVOCATION

Invocation was given by Shasta County Sheriff Tom Bosenko.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION: FALL RIVER LIBRARY COMMENDATION

DRAFT

At the recommendation of Supervisor Rickert and by motion made, seconded (Rickert/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation of commendation for the Fall River Valley Library. Beatriz Millington and Margie Boyle were present to accept the proclamation.

PROCLAMATION: DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2018

At the recommendation of Supervisor Moty and by motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation which designates October 2018 as "Domestic Violence Awareness Month" in Shasta County. District Attorney Stephanie Bridgett was present to accept the proclamation.

PUBLIC COMMENT PERIOD - OPEN TIME

Russell Wade spoke regarding reducing carbon solutions in Shasta County.

Monique Welin spoke regarding mental health issues in Shasta County.

CONSENT CALENDAR

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

Approved and authorized the Chairman to sign the County Claims List in the amount of $31,237.14 as submitted. (Auditor-Controller)

Adopted Resolution No. 2018-099 which approves the Conflict of Interest Code of the Shasta County Consolidated Oversight Board. (Clerk of the Board)

(See Resolution Book No. 61)

Approved the minutes of the meeting held on October 2, 2018, as submitted. (Clerk of the Board)

Appointed Kim Faires to the Shasta Public Libraries Citizens Advisory Committee for an unexpired term to November 30, 2020. (Clerk of the Board)

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

Approves and authorizes 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. (County Counsel)

Approved and authorized the Support Services, Purchasing Unit, to dispose of 14 antique chairs and one antique shelf base. (Support Services-Purchasing)

Approved and authorized 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). (Health and Human Services Agency-Children's Services)

Approved and authorized 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. (Health and Human Services Agency-Office of the Director)

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

Took the following actions: Approved and authorized 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; approved and authorized 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; approved and authorized the HHSA Director to sign the Medicare participating physician or supplier agreement; and authorized the Chairman to sign a letter attesting to County's legal and financial responsibilities related to Medicare payments received by the County. (Health and Human Services Agency-Public Health)

DRAFT

Took the following actions regarding the Opportunity Center's (OC) mail room mail processing equipment lease to approve and authorize the: 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; 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 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.* (Health and Human Services Agency-Regional Services)

Adopted Resolution No. 2018-100 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. (Sheriff)

(See Resolution Book No. 61)

Adopted Resolution No. 2018-101 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 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 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. (Public Works)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees presented an update on Carr Fire debris cleanup.

Supervisor Rickert recently attended a Shasta Regional Transportation Agency meeting.

Supervisor Moty recently attended meetings of the Shasta Regional Transportation Agency meeting and the California State Association of Counties.

Supervisor Kehoe recently attended a Shasta Regional Transportation Agency meeting.

Supervisor Morgan recently attended meetings of the Shasta Regional Transportation Agency and the Area Agency on Aging, Planning and Service Area 2, Executive Board.

Supervisor Baugh spoke regarding the arson fires in Cottonwood.

Supervisors reported on issues of countywide interest.

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

9:43 a.m.: The Board of Supervisors recessed to Closed Session.

10:17 a.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss existing litigation and labor negotiations; reportable action was taken:

In the matter of *Robert Bradshaw v. Shasta County Board of Supervisors, et al.*, a case involving the alleged wrongful denial of an application for General Assistance aid, the Board, by a 5-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel's Office to assign the defense of all defendants in this case to Best Best & Krieger.

10:19 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 23, 2018
CATEGORY: Consent - General Government-3.

SUBJECT:

Resolution suspending provisions in the Personnel Rules Chapters 1, *Definitions,* and Chapter 19 *Regular Part-Time and Extra Help*, to ensure continued staffing during disaster response and recovery.

DEPARTMENT: Support Services-Personnel

Supervisorial District No. : All

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

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

Vote Required?	**General Fund Impact?**
Simple Majority Vote	General Fund Impact

RECOMMENDATION

Adopt a resolution which: (1) Supersedes Resolution No. 2018-077, adopted on September 11, 2018; and (2) suspends provisions in the revised Shasta County Personnel Rules, Chapter 1, *Definitions,* and Chapter 19, *Regular Part-Time and Extra Help,* to ensure continued staffing during disaster response and recovery efforts.

SUMMARY

N/A

DISCUSSION

On August 9, 2018, the Governor of the State of California issued Executive Order B-53-18 proclaiming a state of emergency to exist in Shasta County as a result of the Carr Fire. The order suspended reinstatement, work hour limitations, rate of pay, and waiting period requirements of CalPERS retired annuitants specified in Government Code sections 21220, 21224, and 7522.56 and declared strict compliance with the statutes specified would prevent, hinder or delay the mitigation of the effects of the Carr Fire.

On September 11, 2018, the Shasta County Board of Supervisors adopted Resolution No. 2018-077 suspending specific work restrictions for retired annuitants due to the local emergency in order to assist in disaster response and recovery efforts without the risk of penalties for non-compliance.

Upon adoption of the newly revised Chapter 1, Definitions, and Chapter 19, Regular Part-Time and Extra Help, of the Personnel Rules, it is necessary adopt a new resolution superseding Resolution No. 2018-077 in order to continue the suspension of certain work restrictions for retired annuitants specified in the updated chapters. The proposed resolution suspends: (1) the requirement to reinstate retired annuitants in CalPERS prior to beginning employment; (2) Limitation of hours worked to 960 hours in a fiscal year for all employers in the CalPERS retirement system as well as restriction of 900

hours worked in a fiscal year for Shasta County; (3) Requirement of a 180 day separation in service for CalPERS retired annuitants; and (4) Rate of pay requirements needed to expedite disaster response and recovery efforts.

All other provisions in Chapters 1 and 19 of the Shasta County Personnel Rules would remain in effect, including the requirement that an extra help employee shall not work on average more than 29 hours per week and not more than 129 hours per month, and the 91 day separation in service requirement for any extra help employee who has previously held employment with Shasta County.

ALTERNATIVES

The Board may choose to not approve the recommendations in whole or in part. This is not recommended as it would prevent, hinder or delay the mitigation of the effects of the Carr Fire by limiting the use of CalPERS retired annuitants in the disaster response and recovery efforts.

OTHER AGENCY INVOLVEMENT

County Counsel have reviewed this recommendation and approve as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

County Departments will absorb the cost of the recommendation and will seek reimbursement through available resources if applicable.

cc:

Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Ayla Tucker, Administrative Analyst I
Department Heads
Shelley Forbes, Assistant Director of Support Services
Melissa Mansfield, Agency Staff Srvs Analyst I- Confidential
Kari Hallstrom, Personnel Analyst II

ATTACHMENTS:

Description	Upload Date	Description
Resolution	10/11/2018	Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA CONTINUING THE SUSPENSION OF WORK LIMITATIONS FOR EXTRA-HELP EMPLOYEES DUE TO THE DECLARED STATE AND LOCAL EMERGENCY

WHEREAS, California Government Code sections 21220 and 7522.56(b) require a person who has been retired under the CalPERS retirement system to be reinstated prior to beginning employment in any capacity thereafter with a CalPERS contracting agency (such as the County of Shasta) except as otherwise permitted by law; and

WHEREAS, California Government Code sections 21224 and 7522.56(d) limit the hours worked by a retired CalPERS annuitant to 960 hours in a fiscal year for all employers in that retirement system; and

WHEREAS, California Government Code sections 21224 and 7522.56(d) also establishes that the rate of pay for the employment of a retired CalPERS annuitant shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties as listed on a publicly available pay schedule, divided by 173.333 to equal an hourly rate; and

WHEREAS, California Government Code section 7522.56(f) and (g) establish that a CalPERS retired person shall not be eligible for employment with a CalPERS contracting agency for a period of 180 days following the date of retirement unless he or she meets certain criteria; and

WHEREAS, California Code of Regulations, title 2, section 586.2 also requires a separation of service of at least 60 calendar days between the date of the CalPERS member's retirement and the first day of work for the County as a retired person; and

WHEREAS, in the event an emergency has been declared as provided in Government Code section 8558 that requires the employment of a retired person, the 60 calendar day separation in service requirement shall not apply; and

WHEREAS, California Government Code sections 8567 and 8571 authorize the Governor of the State of California to temporarily suspend any regulatory statute prescribing the procedure for conduct of state business, or the regulations of any state agency, where the Governor declares that strict compliance would in any way prevent, hinder, or delay the mitigation of the effects of the emergency; and

WHEREAS, on August 9, 2018, Edmund G. Brown, Jr., Governor of the State of California, issued Executive Order B-53-18 which proclaimed a state of emergency to exist in Shasta County as a result of the Carr Fire; and

WHEREAS, pursuant to Executive Order B-53-18, the reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g) are suspended;

WHEREAS, on July 30, 2018, the Shasta County Board of Supervisors ratified the proclamation of a local emergency by the Director of Emergency Services due to the Carr Fire and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors; and

WHEREAS, on August 21, 2018, the Board of Supervisors continued the proclamation of a local emergency by the Director of Emergency Services due to the Carr Fire and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors; and

WHEREAS, pursuant to Government Code section 8634, the Board of Supervisors may, during a local emergency, promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, the Shasta County Board of Supervisors adopted Resolution 2018-077 on September 11, 2018 suspending employment limitations for CalPERS retired annuitants regarding maximum hours worked in a fiscal year, a bona fide separation in service of 60 days prior to re-entering employment, rate of pay and reinstatement provisions; and

WHEREAS, the Board of Supervisors has not yet proclaimed the termination of the local emergency due to the Carr Fire.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Shasta that the following provisions in the Shasta County Personnel Rules are suspended to ensure continued staffing to expedite disaster response and recovery efforts:

1. The provision in Section 1.18 of the Shasta County Personnel Rules that restricts Extra Help employment to 900 hours in a fiscal year.

2. The provision in Section 19.2(C) of the Shasta Count Personnel Rules that "An extra help employee shall not work in excess of 900 hours in a fiscal year. (If a California Public Employees Retirement System (CalPERS) retiree works extra help for multiple CalPERS employers, the total hourly limit for all employers is 960 hours in a fiscal year, with no more than 900 hours of work in a fiscal year for Shasta County)."

3. The provisions in Section 19.2(E) and (F) of the Shasta County Personnel Rules requiring a 180 day separation in service for CalPERS retired annuitants.

4. The provisions in Section 19.2(B), (L), (N), (O), and (Q) of the Shasta County Personnel Rules imposing restrictions on rate of pay, benefits, and compensation.

BE IT FURTHER RESOLVED, that the suspension of the reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g) by Executive Order B-53-18 shall apply to the employment of CalPERS retirees by the County of Shasta.

BE IT FURTHER RESOLVED, that the Director of the California Department of Human Resources and the California Public Employees' Retirement System shall be notified of any individual employed pursuant to these suspended provisions.

BE IT FURTHER RESOLVED this resolution supersedes Resolution 2018-077 adopted on September 11, 2018 suspending certain employment limitations for CalPERS retired annuitants.

BE IT FURTHER RESOLVED that the suspension of these provisions remains in effect until the Board of Supervisors of the County of Shasta removes the proclamation of a local emergency related to the Carr Fire, or the Governor removes the proclamation of a state of emergency related to the Carr Fire, whichever occurs first.

BE IT FURTHER RESOLVED that all other provisions in Chapters 1 and 19 of the Shasta County Personnel Rules remain in effect, including but not limited to, (1) the requirement that an extra help employee shall not work on average more than 29 hours per week and not more than 129 hours per month; and (2) for any extra help employee who has previously held employment with Shasta County, there must be a separation in service of at least 91 calendar days between the last day of County employment and the first day of work for the County in an extra-help capacity.

DULY PASSED AND ADOPTED this 23rd day of October, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - General Government-4.

SUBJECT:

Resolution which amends the Shasta County Personnel Rules, Chapter 1, *Definitions*, and Chapter 19, *Regular Part-Time and Extra Help*.

DEPARTMENT: Support Services-Personnel

Supervisorial District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 1, *Definitions*, and Chapter 19, *Regular Part-Time and Extra Help*.

SUMMARY

N/A

DISCUSSION

It is appropriate from time to time to update the Shasta County Personnel Rules in order to clarify language, update sections so they are compliant with state and federal laws, and/or to ensure they correctly reflect business practices that have evolved over time.
Chapter 1, *Definitions*, has been revised to update the Shasta County hours limit for Extra Help staff to 900 hours per fiscal year.
Chapter 19, *Regular Part-Time and Extra Help,* has been revised in order to align with current CalPERS and Internal Revenue Service (IRS) regulations. In addition, there were clerical and formatting updates to this chapter.

ALTERNATIVES

The Board may choose to not approve the recommendation in whole or in part. This is not recommended as the updates align with CalPERS and IRS regulation requirements.

OTHER AGENCY INVOLVEMENT

County Counsel have reviewed this recommendation and approve as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

There are no additional financial impacts associated with this recommendation.
cc:

Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Ayla Tucker, Administrative Analyst I
Department Heads
Shelley Forbes, Assistant Director of Support Services
Melissa Mansfield, Agency Staff Srvs Analyst I- Confidential
Kari Hallstrom, Personnel Analyst II

ATTACHMENTS:

Description	Upload Date	Description
Resolution - Personnel Chapters 19 and 1	10/16/2018	Resolution - Personnel Chapters 19 and 1
Chapter 1 - Redline	10/16/2018	Chapter 1 - Redline
Chapter 1 - Final	10/16/2018	Chapter 1 - Final
Chapter 19 - Redline	10/16/2018	Chapter 19 - Redline
Chapter 19 - Final	10/16/2018	Chapter 19 - Final

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY PERSONNEL RULES, CHAPTER 1, DEFINITIONS, AND CHAPTER 19, REGULAR PART-TIME AND EXTRA HELP, AND IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, periodically the Board of Supervisors, upon the recommendation of staff, amends the provisions of the Personnel Rules, to update various provisions to ensure compliance with Shasta County Code, state and federal laws, to conform to actual County practice, or to address new business needs; and

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules, Chapter 1, *Definitions,* and Chapter 19, *Regular Part-Time and Extra Help*.

NOW, THEREFORE, BE IT RESOLVED that, effective October 23, 2018 the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapter 1 *Definitions*, and Chapter 19, *Regular Part-Time and Extra Help* as attached hereto.

BE IT FURTHER RESOLVED that all other sections of the Shasta County Personnel Rules remain unchanged.

DULY PASSED AND ADOPTED this 23rd day of October, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

CHAPTER 1. DEFINITIONS

SECTION 1.1. WORDS DEFINED. When used in these Personnel Rules, any amendment, and any other ordinance classifying and fixing the salaries and compensation or authorizing the employment of personnel in any department, agency, or office of the County of Shasta, the terms set forth in this Chapter shall have the following meanings unless it shall be clearly apparent from the context that they are used in a different sense.

SECTION 1.2. "ALLOCATION:" assignment of an individual position to an appropriate class within a department, as determined in the position allocation list which is adopted by resolution by the Board of Supervisors.

SECTION 1.3. "APPOINTING AUTHORITY:" a Department Head, his/her designee, or group of persons having the power by law or ordinance to make an appointment to any position in a specified department for the County of Shasta.

SECTION 1.4. "BOARD:" when used alone means the Board of Supervisors of the County of Shasta.

SECTION 1.5. "CALENDAR MONTH:" any of the twelve months starting on the first day thereof and terminating at the close of the last day thereof.

SECTION 1.6. "CALENDAR YEAR:" a year starting on January 1 and terminating the close of the following December 31.

SECTION 1.7. "CLASSIFICATION (CLASS):" designation of duties and responsibilities sufficiently similar so that the same descriptive title may be used, the same requirements as to education, experience, knowledge, ability, and tests of fitness may be demanded of incumbents, and so that the same schedule of compensation will apply.

SECTION 1.8. "CLASSIFICATION PLAN:" an orderly arrangement of positions under separate and distinct classes so that each class will contain all those positions which are sufficiently similar in respect to duties and responsibilities.

SECTION 1.9. "COMPENSATION:" the salary, wages, any applicable allowances and all other forms of valuable consideration earned by, or paid to, any employee as authorized in the Salary Plan and Memorandum of Understanding.

SECTION 1.10. "CLASSIFIED SERVICE:" a regular position that the Board of Supervisors has designated as classified in the salary plan in which an employee serves an initial probationary period ("at-will" status) upon appointment.

SECTION 1.11. "CONTINUOUS SERVICE:" service uninterrupted from date of appointment except for authorized absence.

SECTION 1.12. "COUNTY:" the County of Shasta in the State of California.

SECTION 1.13. "COUNTY SERVICE OR SERVICE OF THE COUNTY:" all positions in all departments, and offices as herein defined, that are subject to control and regulation by the Board of Supervisors of the County of Shasta.

SECTION 1.14. "DAY:" calendar day unless otherwise specified.

SECTION 1.15. "DEPARTMENT:" includes office, agency, or department as established by law or the Board of Supervisors.

SECTION 1.16. "DEPARTMENT HEAD:" the head of an office, agency, or department, having supervision of such department and office or agency. Department Head also includes all elected officers.

SECTION 1.17. "EMPLOYEE:" a person legally occupying a position in County service, including a position recognized as constituting an office under state law.

SECTION 1.18. "EXTRA HELP EMPLOYEE:" a person appointed to a classification in the salary plan on a schedule of less than one-half the hours of a regular full-time employee or less than a year around basis to cover peak workloads, emergency extra workloads of limited duration, necessary vacation relief and other situations involving a fluctuating staff or work schedules which do not meet the requirements of regular part-time employment as set forth in Section 1.28 of this Chapter. An extra-help employee shall not work ~~California Public Employees Retirement System (CalPERS) retiree shall not work in excess of 960 hours in a fiscal year, with no~~ more than 900 hours ~~of work~~ in a fiscal year for Shasta County ~~and others shall not exceed 1000 hours of work in a fiscal year~~. Fiscal year when used in this context is July 1 to June 30. Extra help employees, who also may be referred to as casual workers, or employees in seasonal or temporary appointments, serve at the will and pleasure of the appointing authority. Such employees are part of the unclassified service and are not subject to any article or provision of the Rules which may appear to confer a property right or permanent status to any extra help employee or position occupied by any extra help employee.

SECTION 1.19. "LIMITED TERM EMPLOYMENT:" effective November 26, 1996, employees who are appointed to certain positions which are wholly dependent upon limited term funding (e.g., grants or contracts) shall not receive credit toward permanent status in County employment for service in such positions. This condition shall be noted in the job offer. Time spent in such positions shall, however, count toward eligibility for leave accruals and benefits as if the employee were in a regularly funded position. These positions are at-will, and the incumbents' employment may be terminated without cause or whenever funding for the positions decreases. Employees in grant or contract-funded positions who hold permanent status shall retain and continue to accrue the benefits of permanent status while serving in such positions.

SECTION 1.20. "LOCAL AGENCY MERIT SYSTEM:" regulations administered by the State of California Personnel Board (SPB), covering employees of the County Social Services and Child Support Services Departments who are subject to the Merit System. Those employees shall have such rights and privileges and shall be subject to such regulations and limitations established by the SPB to the extent that such regulations and limitations supersede County MOU's and these Personnel Rules.

SECTION 1.21. "MONTH:" a period from a particular calendar date in a month to and including the immediately preceding date of the following month.

SECTION 1.22. "NON-EXEMPT EMPLOYEE:" a person in a position covered under the overtime provisions of the Fair Labor Standards Act (FLSA).

SECTION 1.23. "PERSONNEL:" the Personnel Division (Human Resources) of the Department of Support Services.

SECTION 1.24. "PERSONNEL DIRECTOR:" refers to the Director of Support Services.

SECTION 1.25. "POSITION:" a collection of duties and responsibilities which require the full- or part-time services and employment of one person.

SECTION 1.26. "REGULAR FULL-TIME EMPLOYEE:" an employee in an allocation established on a permanent year around basis requiring the total number of hours prescribed for normal full- time employment.

SECTION 1.27. "REGULAR PART-TIME EMPLOYEE:" an employee in an allocation established on a permanent year around basis with less than a full-time schedule of hours and not less than half the total number of hours prescribed for normal full-time employment.

SECTION 1.28. "SALARY PLAN:" Board-adopted resolution that identifies class, salary range assignments, and other provisions.

SECTION 1.29. "UNCLASSIFIED SERVICE:" as designated on the salary plan, includes appointive County officers and department heads, all persons employed to render professional, scientific, technical or expert service of an occasional or exceptional character; those positions involving such unusual or special employment conditions that the Board deems it necessary to compensate them on a special flat rate or fee basis, and all persons appointed under temporary or part-time extra help appointments. Unclassified employees serve at the will and pleasure of the appointing authority and are not subject to any article or provision of the Rules or MOUs which may appear to confer a property right or permanent status to any unclassified position.

SECTION 1.30. "YEAR:" unless otherwise specified, a period from a particular calendar month and date of a year to and including the immediately preceding date of the same month in the following year.

CHAPTER 1. DEFINITIONS

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SECTION 1.30. "YEAR:" unless otherwise specified, a period from a particular calendar month and date of a year to and including the immediately preceding date of the same month in the following year.

CHAPTER 19. REGULAR PART-TIME AND EXTRA HELP

SECTION 19.1. REGULAR PART-TIME EMPLOYEES.

A. Regular part-time employees as defined in Section 1.28:

1. Are eligible for and subject to the provisions of this Chapter, except that benefit accumulations shall be proportionally in accordance with the hours worked.

2. Shall be compensated at the appropriate range and hourly rate prescribed for the classification to which the position is assigned.

3. May be further employed in another or similar capacity, provided that the combined hours do not exceed those of full-time employment and that compensation for the additional work assignments in the same department shall normally be at the same hourly rate as the rate assigned to the primary position unless otherwise provided in this Chapter or in the County Salary Resolution.

B. Standby duty hours shall not apply in determining regular part-time employment.

SECTION 19.2. EXTRA ~~-~~HELP EMPLOYEES.

A. The rights, benefits, privileges and permanent status provided in these Personnel Rules shall not be applicable to extra ~~-~~help employees as defined in Section 1.18.

B. Extra Help Compensation. The compensation a California Public Employees Retirement System (CalPERS) retiree shall receive while working in an extra-help capacity shall not be less than the minimum, nor exceed the maximum monthly base salary paid to other employees performing comparable duties as listed in the most current publicly available Shasta County salary schedule divided by 173.333 to equal an hourly rate. Further, a CalPERS retiree cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation (e.g. shift differential) in addition to the hourly pay rate. There are no exceptions.

C~~B~~. An extra -help employee shall not work in excess of 900 hours in a fiscal year. ~~California Public Employees Retirement System (CalPERS) retiree shall not work in excess of 960 hours in a fiscal year.~~ (If a California Public Employees Retirement System (CalPERS) retiree works extra -help for multiple CalPERS employers, the total hourly limit for all employers is 960 hours in a fiscal year, with no more than 900 hours of work in a fiscal year for Shasta County). ~~Non-retired extra help employees shall not exceed 1000 hours of work in a fiscal year.~~ An ~~E~~extra help employee~~s~~ shall not work on average more than ~~30~~29 hours per week and not more than 129 hours of service per month ~~on average~~. The r~~R~~ecommended limit on the number of hours of work for an ~~employment of~~ extra- -help employee ~~s~~ is 25 hours ~~cap~~ per week.

D.~~C~~ For any extra -help employee ~~Hiring an extra help employee~~ who has previously held employment with Shasta County (regardless of whether the employee is a CalPERS retiree), ~~may only be hired after~~there must be a separation ~~-break~~ in service, documented

by a Personnel Action Form (PAF) submitted to County Personnel by the employee's department, of at least ninety-one (91) calendar days between the last day of County employment and the first day of work for the County in an extra -help capacity.

E~~D~~~~C~~. For an extra -help employee who is a CalPERS retiree, the person shall not be eligible to be employed in an extra -help capacity for a period of 180 days following the date of the employee's retirement unless he or she meets one of the conditions stated in Government Code section 7522.56. If the extra -help employee is exempt from the 180 day period pursuant to Government Code section 7522.56 but previously held employment with Shasta County, there must be a separation of service of at least 91 calendar days between the last day of County employment and the first day of work for the County in an extra -help capacity. The separation of service shall be documented by a PAF submitted to County Personnel by the employee's department.

~~Hiring an extra-help employee who is a CalPERS~~ ~~Under the CalPERS law, if an employee retiree~~s ~~before his or her normal retirement age ("early retiree"), that employee must have a bona fide separation from service with the County, as documented by a Personnel Action Form (PAF) submitted to Personnel by the employee's department, before that early retiree may be re-hired in an extra-help capacity.~~

~~1. A "bona fide separation from service" is defined as follows:~~

~~a. There is no predetermined agreement between the County and the early retiree prior to retirement to return to work for the County after retirement; and~~

~~b. There is a~~ a ~~separation in service of at least 60~~180 ~~calendar days between the date of the early retiree's retirement and the first day of work for the County in an extra-help capacity. generally . The 60~~180 ~~day~~ waiting period ~~commences~~s ~~commences on the~~ date of ~~day after retirement.~~

F~~E~~. ~~Hiring~~ For an extra-~~-~~help employee who is a CalPERS early retiree, (meaning that the employee retires before his or her normal retirement age), the employee must have a bona fide separation from service with the County, as documented by a Personnel Action Form (PAF) submitted to Personnel by the employee's department, before that early retiree may be re-hired in an ~~extra-~~extra help capacity.

1. A "bona fide separation from service" is defined as follows:

a. There is no predetermined agreement between the County and the early retiree prior to retirement to return to work for the County after retirement; and

b. There is a separation in service of at least 180 calendar days between the date of the early retiree's retirement and the first day of work for the County in an ~~extra-~~extra help capacity. ~~The 180 days commences on the day after retirement.~~If the ~~extra-~~extra help employee is exempt from the 180 day requirement under Government Code section 7522.56, the separation of service shall be for at least 91 calendar days between the date of the early retiree's retirement and the first day of work for the County in an ~~extra-~~extra help capacity.

2~~2~~. The term "normal retirement age" is the age stated in the employee's retirement benefit formula. For example, the normal retirement age for a 2% at 55 benefit formula is 55. If an employee has more than one benefit formula, the highest benefit formula age is used. For example, if an employee is covered under the 2% at 55 formula at the time he/she retires from employment with Shasta County, but part of the employee's retirement benefit is based upon previous employment with a CalPERS agency that had a retirement formula with a higher age factor (e.g., 2% at 60), the employee's normal retirement age will be that of the highest formula (60, in this example).

~~3. The re-hiring of an early retiree in an extra-help capacity shall be subject to Shasta County Personnel Rules section 6.8 with the following modification. An early retiree whose re-hire date in an extra-help capacity is within 180 days of his or her retirement date shall not be required to submit fingerprints for the purpose of conducting a criminal history check as stated in Shasta County Personnel Rules section 6.8 unless otherwise required by law or required by the early retiree's appointing authority. An appointing authority's decision to not require the submission of fingerprints from an early retiree does not relieve an appointing authority from the requirement to consider the early retiree's criminal history and other job related information in the hiring process as provided in Shasta County Personnel Rules section 6.8.~~

4~~3~~. An employee wishing to work in an extra help capacity subsequent to retirement must, before starting work in an ~~extra-~~extra help capacity, provide a copy to Personnel of his or her annual statement from CalPERS that shows the retirement formulas upon which retirement benefits are calculated.

5~~4~~. Departments may not start working a retiree in an extra help capacity until it is determined if the individual is an early retiree as defined in section 19.2.F above.

G~~F~~. The hiring of an ~~extra-~~extra help employee, including but not limited to the re-hiring of a former County employee or CalPERS retiree in an ~~extra-~~extra help capacity, shall be subject to Shasta County Personnel Rules section 6.8.

~~G is an early retiree as defined in section 19.2.C above.~~

~~D. As for employees who retire at or beyond their normal retirement age, the following shall apply:~~

~~1. The provisions in section 19.2.C, subparagraphs 1 and 2 above, do not apply to the hiring in an extra-help capacity of employees who retire at or beyond their normal retirement age.~~

~~2. Upon completion of the requirements in section 19.2.C, subparagraphs 4 and 5 above, such an employee may, prior to his or her retirement date, be moved directly from regular to extra help status at an appointing authority's discretion with submission of a PAF to Personnel.~~

~~3. If the employee is not moved directly from regular to extra-help status as stated above, resulting in a separation from service that precedes the hiring in an extra-help capacity, the provisions of section 19.2.C, subparagraph 3 shall apply to the re-hiring of employees in an extra-help capacity who retire at or beyond their normal retirement age.~~

~~E~~EHG. ~~Under the CalPERS law, i~~If a CalPERS retiree receives unemployment insurance (U.I.) benefits arising out of an ~~extra-~~extra help appointment with Shasta County or another CalPERS agency, the CalPERS retiree will not be eligible for a ~~subsequent~~n ~~extra-~~extra help appointment with Shasta County for a period of at least twelve months after the date of the retiree's last receipt of U.I. benefits
~~.~~

1. A department contemplating an appointment of a CalPERS retiree as an extra help employee, who has previously worked in an extra help capacity with the County or another CalPERS agency~~as a retiree~~, must have the retiree complete a form provided by Personnel certifying whether or not the CalPERS retiree has received U. I. benefits within the 12 months prior to the contemplated appointment. The form will then be submitted to Personnel.

2. Under the CalPERS law, the term “appointment” refers to an appointment of a CalPERS retiree (1) that does not exceed a total of 960 hours for all CalPERS employers in any fiscal year and (2) that is either during an emergency to prevent stoppage of public business or because the retired employee has skills needed in performing work of limited duration. A complete separation from County service is not required to establish ~~a new~~ successive ~~extra~~ extra help appointments with Shasta County for purposes of section 19.2.H~~FE~~.

I~~HGF~~. Except as otherwise provided in this Chapter or the County Salary Resolution, the rate of pay ~~hourly rate~~ for an extra help employee shall be the rate prescribed for the first step of the range for the position classification in which employed; provided, however, that the Personnel Director, or his/her designee, may authorize that such ~~extra~~ extra ~~-~~help employee may be appointed at the "B" or "C" step of the range based on exceptional qualifications and/or recruitment difficulties. Placement of ~~new~~~~extra~~ extra help employees at "D","E", or “F” steps requires recommendation by the Personnel Director, or his/her designee, and approval by the ~~prior Board approval and shall only be recommended by the Personnel Director, or his/her designee, and the~~ CEO, or his/her designee, because of exceptional qualifications and experience or recruiting difficulties. ~~(See also Policy Resolution 2010-02, in appendix.)~~

J~~I~~. An ~~extra~~ extra help employee shall become a participant in the County of Shasta’s 457 FICA Alternative Retirement Plan on the first day the employee is not accruing a benefit under another retirement system provided by the County. This provision shall not apply to CalPERS retirees working in an ~~extra~~ extra help capacity.

~~HG. Placement of a current regular employee, who is at D, E, or F step of the salary range, into extra help status in the same classification at D, E, or F step, may be recommended by the Department Head, or his/her designee, for approval by the Personnel Director, or his/her designee, if the employee is in continuous employment and will be fulfilling the full duties of the classification. The Department Head, or his/her designee, must submit a written request to the Personnel Director, or his/her designee, prior to offering employment. The Personnel Director, or his/her designee, may approve D, E, or F step in a lower, related classification if an employee leaves employment and immediately moves to an extra help status, when it is not appropriate to retain the employee in the higher classification. Such may be the case if the employee was a Department Head or supervisor whose duties as extra help would not require use of the current classification. After the initial appointment to extra help, the Department Head, or his/her designee, may request to appoint the employee to another related classification at D, E, or F step under the same conditions, if there is a change in assignment.~~

~~HI~~K~~J~~. ~~Extra~~ Extra ~~-~~help employees hired at step A, who have worked at least 2,080 hours over a period of time are eligible for advancement to step B. If they have worked a minimum of 2,080 hours at "B" step, they are eligible for advancement to step C. Additional

salary step advances each require an additional 2,080 hours of work, and requests must be approved by the Personnel Director, or his/her designee. In all cases, the Department Head, or his/her designee, must have completed a performance evaluation which shows the employee is performing the full duties of the class and is meeting accepted standards.

~~I~~JL~~K~~. In the event an ~~extra-~~extra -help employee does not meet the class specifications of the position in which employed, an equivalent rate shall then be established corresponding to the appropriate level classification which most closely describes the accordingly revised duties. In no event shall the compensation be below the minimum or exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on the most current publicly available Shasta County salary schedule divided by 173.333 to equal an hourly rate.

M~~L~~K~~J~~. ~~All extra-~~Extra -help employees~~,~~ assigned to work on the Mental Health Urgent Care -/ Crisis Team, who are required to work on an official holiday, shall be paid for such holiday hours worked at a rate of one and one-half times the employee's equivalent hourly rate. This provision shall not apply to CalPERS retirees working in an extra help capacity.

N~~ML~~K. ~~Extra-~~Extra -help employees shall be entitled to shift differential under the same terms and conditions and at the same rate as regular employees in the same classification except for the classification series of Deputy Sheriff and Correctional Officer. Employees in -the extra -help classification of Registered Certified Professional who are assigned to the Mental Health Urgent Care / Crisis Team will receive shift differential under the same terms and conditions as Staff Nurse II. This provision shall not apply to CalPERS retirees working in an extra help capacity.

O~~NML~~. STANDBY FOR MENTAL HEALTH.

1. The Director of Mental Health or his/her designee may assign ~~extra-~~extra help employees to standby. Non-management employees assigned standby shall be compensated at a rate of $2.50 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

2. In order for an ~~extra-~~extra -help employee to become eligible for standby pay, the employee must be assigned to standby status by his/her Department Head, or his/her designee, requiring the employee to:

a. Review the projected standby assignment schedule within the deadlines established by the applicable department;

b. Wear a County-provided pager and/or carry an approved cellular phone during standby assignment;

c. Contact the department and respond to the callback location within the time period established by the Department Head, or his/her designee;

d. Refrain from activities that impair the employee's ability to perform assigned duties;

e. Accept the applicable standby pay referred to in subsection ~~I~~O~~N~~.1. as full consideration for any inconvenience the standby assignment may

pose.

3. Standby pay is to be distinguished from the uncompensated status of being subject to call or on call, wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

4. ~~Extra~~ Extra ~~-~~help employees, when called to duty from standby status, shall be compensated for the hours worked at the hourly rate of their classification. The minimum for each callback from standby duty shall be three hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to the worksite, shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.

5. The provisions of this section shall not apply to CalPERS retirees working in an extra help capacity.

P~~ON~~M. Unless otherwise specified in this Chapter, ~~extra~~ extra ~~-~~help employees shall be entitled to overtime compensation in compliance with the minimums established by the Fair Labor Standards Act. Currently, overtime compensation is at a rate of one and one-half times each hour worked in excess of 40 hours in one seven day work period.

Q~~PON~~. ~~Extra~~ Extra ~~-~~Help classification for Chief of Psychiatry~~.~~ shall be eligible to receive ~~Flat rate at hourly rate equal to F step, for a full time employee in this classification, for hours worked. Five S~~stipends for board certification (ten percent ~~stipend~~ for Child and Adolescent Psychiatry, five percent for Geriatric, and five percent for other medical specialty ~~(~~to a maximum of 20% additional) ~~for each board certification~~ (see footnote 28);~~.~~ $20 per hour for weekday on-call (hourly rate would apply when working); and~~.~~ $700 per day holiday and weekend on-call (flat rate, no additional hourly rate when there is patient work). This management position is exempt from overtime. ~~Except for T(1) pay at a flat rate equal to F step for a full time employee in this classification for hours worked and (2) the exemption from overtime, this provision~~ Except for the exemption from overtime, ~~T~~the provisions of this section shall not apply to CalPERS retirees working in an extra help capacity.

~~Extra~~ Extra ~~-~~Help classification for Senior Psychiatrist shall be eligible to receive~~.~~ s~~Flat rate at hourly rate equal to F step, for full time employees in this classification, for hours worked. Five percent S~~stipends for board certification (ten percent for Child and Adolescent Psychiatry, five percent for Geriatric, and five percent for other medical specialty ~~(~~to a maximum of ~~15~~20% additional) ~~for each board certification~~ (see footnote 28);~~.~~ $20 per hour for weekday on-call (hourly rate would apply when working); and~~.~~ $675 per day holiday and weekend on-call (flat rate, no additional hourly rate when there is patient work). This position is exempt from overtime. Except for the exemption from overtime, t~~Except for (1) pay at a flat rate equal to F step for a full time employee in this classification for hours worked and (2) tThe exemption from overtime, this~~ provisions of this section shall not apply to CalPERS retirees working in an extra help capacity.

All other extra ~~-~~help~~EH~~ conditions would apply.

CHAPTER 19. REGULAR PART-TIME AND EXTRA HELP

SECTION 19.1. REGULAR PART-TIME EMPLOYEES.

A. Regular part-time employees as defined in Section 1.28:

1. Are eligible for and subject to the provisions of this Chapter, except that benefit accumulations shall be proportionally in accordance with the hours worked.

2. Shall be compensated at the appropriate range and hourly rate prescribed for the classification to which the position is assigned.

3. May be further employed in another or similar capacity, provided that the combined hours do not exceed those of full-time employment and that compensation for the additional work assignments in the same department shall normally be at the same hourly rate as the rate assigned to the primary position unless otherwise provided in this Chapter or in the County Salary Resolution.

B. Standby duty hours shall not apply in determining regular part-time employment.

SECTION 19.2. EXTRA HELP EMPLOYEES.

A. The rights, benefits, privileges and permanent status provided in these Personnel Rules shall not be applicable to extra help employees as defined in Section 1.18.

B. Extra Help Compensation. The compensation a California Public Employees Retirement System (CalPERS) retiree shall receive while working in an extra-help capacity shall not be less than the minimum, nor exceed the maximum monthly base salary paid to other employees performing comparable duties as listed in the most current publicly available Shasta County salary schedule divided by 173.333 to equal an hourly rate. Further, a CalPERS retiree cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation (e.g. shift differential) in addition to the hourly pay rate. There are no exceptions.

C. An extra help employee shall not work in excess of 900 hours in a fiscal year. (If a California Public Employees Retirement System (CalPERS) retiree works extra help for multiple CalPERS employers, the total hourly limit for all employers is 960 hours in a fiscal year, with no more than 900 hours of work in a fiscal year for Shasta County). An extra help employee shall not work on average more than 29 hours per week and not more than 129 hours of service per month. The recommended limit on the number of hours of work for an extra help employee is 25 hours per week.

D. For any extra help employee who has previously held employment with Shasta County (regardless of whether the employee is a CalPERS retiree), there must be a separation in service, documented by a Personnel Action Form (PAF) submitted to County Personnel by the employee's department, of at least ninety-one (91) calendar days between the last day of County employment and the first day of work for the County in an extra help capacity.

E. For an extra help employee who is a CalPERS retiree, the person shall not be

eligible to be employed in an extra help capacity for a period of 180 days following the date of the employee's retirement unless he or she meets one of the conditions stated in Government Code section 7522.56. If the extra help employee is exempt from the 180 day period pursuant to Government Code section 7522.56 but previously held employment with Shasta County, there must be a separation of service of at least 91 calendar days between the last day of County employment and the first day of work for the County in an extra help capacity. The separation of service shall be documented by a PAF submitted to County Personnel by the employee's department.

F. For an extra-help employee who is a CalPERS early retiree, (meaning that the employee retires before his or her normal retirement age), the employee must have a bona fide separation from service with the County, as documented by a Personnel Action Form (PAF) submitted to Personnel by the employee's department, before that early retiree may be re-hired in an extra help capacity.

1. A "bona fide separation from service" is defined as follows:

   a. There is no predetermined agreement between the County and the early retiree prior to retirement to return to work for the County after retirement; and

   b. There is a separation in service of at least 180 calendar days between the date of the early retiree's retirement and the first day of work for the County in an extra help capacity. If the extra help employee is exempt from the 180 day requirement under Government Code section 7522.56, the separation of service shall be for at least 91 calendar days between the date of the early retiree's retirement and the first day of work for the County in an extra help capacity.

2. The term "normal retirement age" is the age stated in the employee's retirement benefit formula. For example, the normal retirement age for a 2% at 55 benefit formula is 55. If an employee has more than one benefit formula, the highest benefit formula age is used. For example, if an employee is covered under the 2% at 55 formula at the time he/she retires from employment with Shasta County, but part of the employee's retirement benefit is based upon previous employment with a CalPERS agency that had a retirement formula with a higher age factor (e.g., 2% at 60), the employee's normal retirement age will be that of the highest formula (60, in this example).

3. An employee wishing to work in an extra help capacity subsequent to retirement must, before starting work in an extra help capacity, provide a copy to Personnel of his or her annual statement from CalPERS that shows the retirement formulas upon which retirement benefits are calculated.

4. Departments may not start working a retiree in an extra help capacity until it is determined if the individual is an early retiree as defined in section 19.2.F above.

G. The hiring of an extra help employee, including but not limited to the re-hiring of a former County employee or CalPERS retiree in an extra help capacity, shall be subject to Shasta County Personnel Rules section 6.8.

H. If a CalPERS retiree receives unemployment insurance (U.I.) benefits arising out of an extra help appointment with Shasta County or another CalPERS agency, the CalPERS retiree will not be eligible for an extra help appointment with Shasta County for a period of at least twelve months after the date of the retiree's last receipt of U.I. benefits

1. A department contemplating an appointment of a CalPERS retiree as an extra help employee, who has previously worked in an extra help capacity with the County or another CalPERS agency, must have the retiree complete a form provided by Personnel certifying whether or not the CalPERS retiree has received U. I. benefits within the 12 months prior to the contemplated appointment. The form will then be submitted to Personnel.

2. Under the CalPERS law, the term "appointment" refers to an appointment of a CalPERS retiree (1) that does not exceed a total of 960 hours for all CalPERS employers in any fiscal year and (2) that is either during an emergency to prevent stoppage of public business or because the retired employee has skills needed in performing work of limited duration. A complete separation from County service is not required to establish successive extra help appointments with Shasta County for purposes of section 19.2.H.

I. Except as otherwise provided in this Chapter or the County Salary Resolution, the rate of pay for an extra help employee shall be the rate prescribed for the first step of the range for the position classification in which employed; provided, however, that the Personnel Director, or his/her designee, may authorize that such extra help employee may be appointed at the "B" or "C" step of the range based on exceptional qualifications and/or recruitment difficulties. Placement of extra help employees at "D","E", or "F" steps requires recommendation by the Personnel Director, or his/her designee, and approval by the CEO, or his/her designee, because of exceptional qualifications and experience or recruiting difficulties.

J. An extra help employee shall become a participant in the County of Shasta's 457 FICA Alternative Retirement Plan on the first day the employee is not accruing a benefit under another retirement system provided by the County. This provision shall not apply to CalPERS retirees working in an extra help capacity.

K. Extra help employees hired at step A, who have worked at least 2,080 hours over a period of time are eligible for advancement to step B. If they have worked a minimum of 2,080 hours at "B" step, they are eligible for advancement to step C. Additional salary step advances each require an additional 2,080 hours of work, and requests must be approved by the Personnel Director, or his/her designee. In all cases, the Department Head, or his/her designee, must have completed a performance evaluation which shows the employee is performing the full duties of the class and is meeting accepted standards.

L. In the event an extra help employee does not meet the class specifications of the position in which employed, an equivalent rate shall then be established corresponding to the appropriate level classification which most closely describes the accordingly revised duties. In no event shall the compensation be below the minimum or exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on the most current publicly available Shasta County salary schedule divided by 173.333 to equal an hourly rate.

M. Extra help employees assigned to work on the Mental Health Urgent Care / Crisis

Team, who are required to work on an official holiday, shall be paid for such holiday hours worked at a rate of one and one-half times the employee's equivalent hourly rate. This provision shall not apply to CalPERS retirees working in an extra help capacity.

N. Extra help employees shall be entitled to shift differential under the same terms and conditions and at the same rate as regular employees in the same classification except for the classification series of Deputy Sheriff and Correctional Officer. Employees in the extra help classification of Registered Certified Professional who are assigned to the Mental Health Urgent Care / Crisis Team will receive shift differential under the same terms and conditions as Staff Nurse II. This provision shall not apply to CalPERS retirees working in an extra help capacity.

O. STANDBY FOR MENTAL HEALTH.

1. The Director of Mental Health or his/her designee may assign extra help employees to standby. Non-management employees assigned standby shall be compensated at a rate of $2.50 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

2. In order for an extra help employee to become eligible for standby pay, the employee must be assigned to standby status by his/her Department Head, or his/her designee, requiring the employee to:

a. Review the projected standby assignment schedule within the deadlines established by the applicable department;

b. Wear a County-provided pager and/or carry an approved cellular phone during standby assignment;

c. Contact the department and respond to the callback location within the time period established by the Department Head, or his/her designee;

d. Refrain from activities that impair the employee’s ability to perform assigned duties;

e. Accept the applicable standby pay referred to in subsection O.1. as full consideration for any inconvenience the standby assignment may pose.

3. Standby pay is to be distinguished from the uncompensated status of being subject to call or on call, wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

4. Extra help employees, when called to duty from standby status, shall be compensated for the hours worked at the hourly rate of their classification. The minimum for each callback from standby duty shall be three hours. Such time worked shall not include travel time between an employee’s residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to the worksite, shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.

5. The provisions of this section shall not apply to CalPERS retirees working in an extra help capacity.

P. Unless otherwise specified in this Chapter, extra help employees shall be entitled to overtime compensation in compliance with the minimums established by the Fair Labor Standards Act. Currently, overtime compensation is at a rate of one and one-half times each hour worked in excess of 40 hours in one seven day work period.

Q. Extra Help classification for Chief of Psychiatry shall be eligible to receive stipends for board certification (ten percent for Child and Adolescent Psychiatry, five percent for Geriatric, and five percent for other medical specialty to a maximum of 20% additional) (see footnote 28); $20 per hour for weekday on-call (hourly rate would apply when working); and $700 per day holiday and weekend on-call (flat rate, no additional hourly rate when there is patient work). This management position is exempt from overtime. Except for the exemption from overtime, the provisions of this section shall not apply to CalPERS retirees working in an extra help capacity.

Extra Help classification for Senior Psychiatrist shall be eligible to receive stipends for board certification (ten percent for Child and Adolescent Psychiatry, five percent for Geriatric, and five percent for other medical specialty to a maximum of 20% additional) (see footnote 28); $20 per hour for weekday on-call (hourly rate would apply when working); and $675 per day holiday and weekend on-call (flat rate, no additional hourly rate when there is patient work). This position is exempt from overtime. Except for the exemption from overtime, the provisions of this section shall not apply to CalPERS retirees working in an extra help capacity.

All other extra help conditions would apply.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - General Government-5.

SUBJECT:

Resolution which amends the Shasta County Personnel Rules, Chapter 4, *Salary Payment Procedure*.

DEPARTMENT: Support Services-Personnel

Supervisorial District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 4, *Salary Payment Procedure*.

SUMMARY

N/A

DISCUSSION

It is appropriate from time to time to update the Shasta County Personnel Rules in order to clarify language, update sections so they are compliant with state and federal laws, to address new business needs, and/or to ensure they correctly reflect business practices that have evolved over time.
Chapter 4, *Salary Payment Procedure*, has been revised to allow terminating employees to receive their final compensation through direct deposit. Currently, terminating employees must await final compensation to be issued as a paper pay check and then they must go to the Payroll Office to pick up their check or await its arrival via US Postal Service delivery. Having final compensation issued through direct deposit will increase efficiency for terminating employees to receive their final compensation.

ALTERNATIVES

The Board may choose to not approve the recommendation.

OTHER AGENCY INVOLVEMENT

County Counsel have reviewed this recommendation and approve as to form. The County Administrative Office has reviewed

this recommendation. Bargaining units have been notified of the recommendation.

FINANCING

There are no identified financial impacts associated with the adoption of this recommendation.

cc:

Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Ayla Tucker, Administrative Analyst I
Department Heads
Shelley Forbes, Assistant Director of Support Services
Melissa Mansfield, Agency Staff Srvs. Analyst I- Confidential
Kari Hallstrom, Personnel Analyst II

ATTACHMENTS:

Description	Upload Date	Description
Resolution - Chapter 4	10/16/2018	Resolution - Chapter 4
Chapter 4 - Redline	10/16/2018	Chapter 4 - Redline
Chapter 4 - Final	10/16/2018	Chapter 4 - Final

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY PERSONNEL RULES, CHAPTER 4, SALARY PAYMENT PROCEDURE, AND IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, periodically the Board of Supervisors, upon the recommendation of staff, amends the provisions of the Personnel Rules, to update various provisions to ensure compliance with Shasta County Code, state and federal laws, to conform to actual County practice, or to address new business needs; and

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules, Chapter 4, *Salary Payment Procedure*.

NOW, THEREFORE, BE IT RESOLVED that, effective October 23, 2018, the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapter 4 *Salary Payment Procedure*, as attached hereto.

BE IT FURTHER RESOLVED that all other sections of the Shasta County Personnel Rules remain unchanged.

DULY PASSED AND ADOPTED this 23rd day of October, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

CHAPTER 4. SALARY PAYMENT PROCEDURE

SECTION 4.1. PAYMENT ON BIWEEKLY BASIS. Unless otherwise provided by law or ordinance, all salaries and wages shall be paid on a biweekly basis not later than the second Tuesday following the end of the pay period for the preceding two weeks' earnings. The payroll shall be approved by the appointing authority after it has been examined to determine that the employees listed have been appointed, employed, promoted, demoted or their salaries increased or decreased in accordance with the provisions of these Personnel Rules or the Salary Plan, and then approved by the Auditor-Controller before any such payments are made.

SECTION 4.2. DIRECT DEPOSIT. All employees hired after August 10, 2002, will be required to receive their pay as direct deposit, unless waived by the Personnel Director or his/her designee, for extraordinary circumstances, under procedures established by the Auditor-Controller. Those procedures may include an initial test of the electronic transfer to the employee's financial institution, causing the employee to receive an initial paycheck. All terminating employees will receive their last compensation through direct deposit unless the department determines it is necessary to issue final compensation as a paycheck~~,~~ in order ~~for departments~~ to have final contact with the employee and ~~to~~ assure appropriate exit procedures and notifications have been completed.

SECTION 4.3. ALLOCATION AND ASSIGNMENT OF POSITIONS.

A. The number and classes of positions specified in the County budget shall not be exceeded or otherwise modified by any County department except as authorized elsewhere by the Board.

B. Upon notification to the Personnel Director, or his/her designee, a regular full- time vacancy may be filled on a regular part-time basis if, in the judgment of the appointing authority, a full-time employee is not needed, in which case the salary for such regular part-time positions shall be determined in accordance with Section 19.1 of this manual. (See also, Policy Resolution No. 2010-2, in appendix.)

C. Upon authorization by the Personnel Director, or his/her designee, a regular full- time or regular part-time vacancy may be filled temporarily on a provisional basis, if in the judgment of the appointing authority, it is necessary to staff the position, and there are insufficient eligibles on an appropriate list from which to appoint. No provisional appointment shall continue for more than 13 pay periods (six months) or beyond two pay periods after the establishment of an eligible list, whichever comes first, except that the Personnel Director, or his/her designee, may extend the provisional appointment in a collateral appointment if there is a vacancy due to an employees approved medical or military leave. The period of provisional appointment shall not serve toward a salary range step increase unless extended beyond six months as provided in this section. The period of provisional appointment shall not constitute a part of the probationary period nor time served toward a salary range step increase.

D. A regular full-time or regular part-time position not specifically designated in the County position allocation list with an alternative lower classification may be filled for a period not exceeding 12 months by an appointment to an appropriate lower classification if requested by the appointing authority and authorized by the Personnel Director, or his/her designee. Such

under filling of positions will be reviewed on an annual basis during the budget process to determine if continuation is appropriate. (See also, Policy Resolution No. 2010-02, in appendix.)

SECTION 4.4. WORK OUT OF CLASSIFICATION.

A. When an employee is temporarily assigned work which is normally assigned to a vacant higher level position, the employee shall receive pay for performing such work at a rate equivalent to that provided for under County promotional rules after meeting the following requirements (at which time the pay increase will be effective the first day the employee started working out of class):

1. Be assigned in writing by Department Head, or his/her designee, with the approval of the Personnel Director, or his/her designee, who will assess among other factors whether the employee meets the minimum qualifications;

2. Be assigned for other than training purposes;

3. Perform the full regular duties of the higher position;

4. Perform the duties of the higher position for a period of at least 80 work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.)

a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of 16 hours during the 80 hour qualification period.

b. Returning to the employee's regularly assigned position for more than 16 accumulated work hours will cause the 80 hour requirement to begin again if full duties of the higher position are resumed.

B. An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.

C. If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, he/she shall continue to receive his/her regularly established rate.

D. A vacant higher level position, as referred to herein, shall include absences by the incumbent of the higher position of more than 10 workdays including vacation, sick or other forms of leave.

E. Working out of class to a vacant higher level position, for a period of more than six months may be approved by the Personnel Director, or his/her designee, on a case by case basis.

F. A vacant higher level position may also include a portion of a position in which the incumbent is temporarily unable to perform all of the essential functions of the job due to a documented health condition. In this case, an employee may be assigned to temporarily work out of class to perform the full duties associated with the essential function(s) the incumbent cannot perform providing that this work accounts for at least 25% of the job. The higher rate of pay will apply only to those hours in which the employee working out of class performs

duties specific to the essential functions the incumbent cannot perform. The employee assigned to work out of class must work in this capacity for more than two regularly scheduled work weeks, after which out of class pay will apply to the hours worked performing assigned higher level duties effective the first day such work was performed. Additionally, a Department Head, or his/her designee, must obtain approval from the Personnel Director, or his/her designee, prior to assigning an employee to work out of class in a position subject to the conditions described in this paragraph.

Note: This provision is limited to cases where an employee's doctor releases the employee to work in a limited capacity (including full-time work doing limited duties, and part-time work doing full or limited duties) and the County determines it can accommodate the employee with a temporary, modified duty assignment and another employee can reasonably be called upon to perform those essential functions of the job that the employee with limitations cannot perform.

CHAPTER 4. SALARY PAYMENT PROCEDURE

SECTION 4.1. PAYMENT ON BIWEEKLY BASIS. Unless otherwise provided by law or ordinance, all salaries and wages shall be paid on a biweekly basis not later than the second Tuesday following the end of the pay period for the preceding two weeks' earnings. The payroll shall be approved by the appointing authority after it has been examined to determine that the employees listed have been appointed, employed, promoted, demoted or their salaries increased or decreased in accordance with the provisions of these Personnel Rules or the Salary Plan, and then approved by the Auditor-Controller before any such payments are made.

SECTION 4.2. DIRECT DEPOSIT. All employees hired after August 10, 2002, will be required to receive their pay as direct deposit, unless waived by the Personnel Director or his/her designee, for extraordinary circumstances, under procedures established by the Auditor-Controller. Those procedures may include an initial test of the electronic transfer to the employee's financial institution, causing the employee to receive an initial paycheck. All terminating employees will receive their last compensation through direct deposit unless the department determines it is necessary to issue final compensation as a paycheck in order to have final contact with the employee and assure appropriate exit procedures and notifications have been completed.

SECTION 4.3. ALLOCATION AND ASSIGNMENT OF POSITIONS.

A. The number and classes of positions specified in the County budget shall not be exceeded or otherwise modified by any County department except as authorized elsewhere by the Board.

B. Upon notification to the Personnel Director, or his/her designee, a regular full- time vacancy may be filled on a regular part-time basis if, in the judgment of the appointing authority, a full-time employee is not needed, in which case the salary for such regular part-time positions shall be determined in accordance with Section 19.1 of this manual. (See also, Policy Resolution No. 2010-2, in appendix.)

C. Upon authorization by the Personnel Director, or his/her designee, a regular full- time or regular part-time vacancy may be filled temporarily on a provisional basis, if in the judgment of the appointing authority, it is necessary to staff the position, and there are insufficient eligibles on an appropriate list from which to appoint. No provisional appointment shall continue for more than 13 pay periods (six months) or beyond two pay periods after the establishment of an eligible list, whichever comes first, except that the Personnel Director, or his/her designee, may extend the provisional appointment in a collateral appointment if there is a vacancy due to an employees approved medical or military leave. The period of provisional appointment shall not serve toward a salary range step increase unless extended beyond six months as provided in this section. The period of provisional appointment shall not constitute a part of the probationary period nor time served toward a salary range step increase.

D. A regular full-time or regular part-time position not specifically designated in the County position allocation list with an alternative lower classification may be filled for a period not exceeding 12 months by an appointment to an appropriate lower classification if requested by the appointing authority and authorized by the Personnel Director, or his/her designee. Such

under filling of positions will be reviewed on an annual basis during the budget process to determine if continuation is appropriate. (See also, Policy Resolution No. 2010-02, in appendix.)

SECTION 4.4. WORK OUT OF CLASSIFICATION.

A. When an employee is temporarily assigned work which is normally assigned to a vacant higher level position, the employee shall receive pay for performing such work at a rate equivalent to that provided for under County promotional rules after meeting the following requirements (at which time the pay increase will be effective the first day the employee started working out of class):

1. Be assigned in writing by Department Head, or his/her designee, with the approval of the Personnel Director, or his/her designee, who will assess among other factors whether the employee meets the minimum qualifications;

2. Be assigned for other than training purposes;

3. Perform the full regular duties of the higher position;

4. Perform the duties of the higher position for a period of at least 80 work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.)

   a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of 16 hours during the 80 hour qualification period.

   b. Returning to the employee's regularly assigned position for more than 16 accumulated work hours will cause the 80 hour requirement to begin again if full duties of the higher position are resumed.

B. An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.

C. If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, he/she shall continue to receive his/her regularly established rate.

D. A vacant higher level position, as referred to herein, shall include absences by the incumbent of the higher position of more than 10 workdays including vacation, sick or other forms of leave.

E. Working out of class to a vacant higher level position, for a period of more than six months may be approved by the Personnel Director, or his/her designee, on a case by case basis.

F. A vacant higher level position may also include a portion of a position in which the incumbent is temporarily unable to perform all of the essential functions of the job due to a documented health condition. In this case, an employee may be assigned to temporarily work out of class to perform the full duties associated with the essential function(s) the incumbent cannot perform providing that this work accounts for at least 25% of the job. The higher rate of pay will apply only to those hours in which the employee working out of class performs

duties specific to the essential functions the incumbent cannot perform. The employee assigned to work out of class must work in this capacity for more than two regularly scheduled work weeks, after which out of class pay will apply to the hours worked performing assigned higher level duties effective the first day such work was performed. Additionally, a Department Head, or his/her designee, must obtain approval from the Personnel Director, or his/her designee, prior to assigning an employee to work out of class in a position subject to the conditions described in this paragraph.

Note: This provision is limited to cases where an employee's doctor releases the employee to work in a limited capacity (including full-time work doing limited duties, and part-time work doing full or limited duties) and the County determines it can accommodate the employee with a temporary, modified duty assignment and another employee can reasonably be called upon to perform those essential functions of the job that the employee with limitations cannot perform.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Amendment to Agreement with Hill Country Community Clinic for Whole Person Care to Add Mobile Crisis Team

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisorial District No. : All

DEPARTMENT CONTACT: Dean True, Branch Director, HHSA Adult Services, (530) 225-5900

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 Chairman to sign an amendment, effective date of signing, to the agreement with Hill Country Community Clinic for the Whole Person Care Pilot Program to add the Mobile Crisis Team Fee-For-Service Program and increase compensation by $1,528,970 (for a new total not to exceed $3,934,920), and retain the term January 1, 2017 through December 31, 2020.

SUMMARY

Approval of this amendment will allow Hill Country Community Clinic (Hill Country) to provide a team of mental health professionals (Mobile Crisis Team) to assist with the effective handling of incidents involving individuals in need of immediate mental health crisis interventions.

DISCUSSION

The Whole Person Care (WPC) Grant Pilot program serves Medi-Cal beneficiaries who are high utilizers of our local hospitals and who are homeless or at risk of homelessness. One component of the program approved by the Board on December 6, 2016, was the development of dedicated teams of mental health professionals who will respond to the community when there is a potential need for mental health crisis intervention. The Board signed the WPC agreement with Hill Country on January 9, 2018.

The Mobile Crisis Team provided through this amendment will offer mental health assistance and crisis intervention within the community, responding to requests for assistance from individuals, families, businesses, and law enforcement. HHSA staff have had discussions and conversations with a variety of stakeholders over the past year including: Redding Police Department, Anderson Police Department, Sheriff's Office, and representatives from both medical centers. All have been very positive about the benefits of having a true mobile crisis team that can respond to community needs as they occur in the field. Spending time providing clinical interventions to assist individuals through their mental health crisis will reduce (1) the rate of unnecessary psychiatric hospitalizations, (2) the impact of overcrowded emergency departments, and (3) the impact on law enforcement personnel when there are other alternatives available.

ALTERNATIVES

The Board could choose not to approve the amendment, or could provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Payments are based on contacts, not to exceed 3,600 per year, milestone achievement and decreased hospital visits. Appropriations for these services are provided for through the WPC grant agreement and are included in the Fiscal Year 2018-19 Adopted Budget. Appropriations for subsequent years will be included in future HHSA budget requests. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
First Amendment	10/15/2018	First Amendment
Agreement	10/15/2018	Agreement

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND HILL COUNTRY COMMUNITY CLINIC

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Hill Country Community Clinic, a California non-profit public benefit corporation, ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on January 9, 2018, effective on January 1, 2017, to provide coordination of health, behavioral health, and social services through a Whole Person Care program ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Original Agreement to add Mobile Crisis Team Fee-For-Service Program services to the scope of services and increase compensation for the additional services to be provided; and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Introductory paragraph is amended as of the effective date of this First Amendment in its entirety to read as follows:

This Agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Hill Country Community Clinic, a California nonprofit public benefit corporation ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the coordination of health, behavioral health, social services, and professional mental health intervention in the community through a Whole Person Care program ("Program").

II. Section 1. **DEFINITIONS.** is amended as of the effective date of this First Amendment in its entirety to read as follows:

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

A. **Call for Service ("CFS")** is a direct crisis intervention response to or with law enforcement and/or response to community members (e.g. private businesses, concerned citizens, system partners, etc.) who make contact with concerns regarding the unusual or alarming behavior of a vulnerable citizen.

B. **Client Experience Report** is a voluntary, written survey documenting an individual's perceptions and ratings of the interactions, services, and referrals provided by the MCT.

C. **Delivery Infrastructure:** Costs associated with hiring, training, and developing an operational Intensive Medical Case Management Team and Participant case load for County fiscal year (FY) 2016-17. Delivery Infrastructure development shall conclude no later than 06/30/2018.

D. **Fee-for-Service ("FFS")** is the payment model by which the Consultant will be paid for MCT services rendered as delineated in Section 2.C. of this Agreement.

E. **FFS Contact** means the MCT response to a request for mental health crisis intervention services. May include conversations with the identified person, other individuals, family members, community members and/or law enforcement. FFS Contact also includes next-day follow-ups for individuals who are not hospitalized.

F. **Incentive Payments – Permanent Housing:** Payments made for each Whole Person Care Participant, up to budgetary limits identified in budget, attached hereto and incorporated herein as **EXHIBIT B, Whole Person Care Pilot Project Budget**, attached and incorporated herein, who receives and stays in permanent housing for at least six consecutive months following determination of program participation by County.

G. **Incentive Payments – Reduced Emergency Department Utilization:** Payments made for each WPC Participant, up to budgetary limits identified in **EXHIBIT B**, who has less than two emergency department visits for six consecutive months following determination of program participation by County.

H. **Intensive Medical Case Management ("IMCM"):** The provision of comprehensive assessments, patient-centered care plans, care coordination, nursing support for management of chronic conditions, home visits, coordination with housing case manager, and medication monitoring support by an intensive medical case management team, including, but not limited to, a Registered Nurse case manager and a Patient Navigator.

I. **Mobile Crisis Team ("MCT")** consists of dedicated mental health ("MH") staff who respond to individuals experiencing a MH crisis in the community. A MCT will include a dedicated Licensed Clinical Social Worker, Marriage and Family Therapist or Licensed Professional Clinical Counselor ("Clinician"), a dedicated social worker level case manager ("Case Manager") and the optional inclusion of a dedicated peer specialist/advocate ("Peer Specialist"). A MCT shall have no less than two team members, one of which must be a Clinician.

J. **MCT Incentives** are payments to Consultant for achieving milestones necessary for start-up of the MCT FFS program. Milestones must be achieved no later than December 31, 2018 to be eligible for payments.

K. **Patient Navigator:** Supports engagement and management of chronic medical conditions and access to social non-medical services for WPC Participants.

L. **Pay for Reporting:** Payments made to support time spent on collecting and reporting required data related to Whole Person Care Program enrolled Participants including, but not limited to, clinical encounter data, case management services data, and preparation of semi-annual progress reports.

M. **Per Member/Per Month ("PMPM") Bundle:** Bundle is for Intensive Medical Case Management services following Delivery Infrastructure development, beginning in County FY 2017-18 on 09/01/2017 and throughout FY's 2020-22.

N. **Quality Review Committee ("Committee")** consists of representatives from Consultant, County and local law enforcement. The purpose of the Committee is to review timeliness and utilization of data, review adherence to contract terms and performance standards, conduct case review and care coordination, and to conduct process improvement activities.

O. **Target Population:** Adults (age 18-64) who are homeless or at risk of becoming homeless and who have had two or more Emergency Department (ED) visits or a hospitalization in a County specified time period prior to WPC screening ("Participant"). In addition, these individuals may have one or more of the following risk factors: diagnosis of Serious Mental Illness (SMI), diagnosis of Substance Use Disorder (SUD), or an undiagnosed/undisclosed opioid addiction.

P. **Whole Person Care ("WPC") Participant ("Participant"):** Individuals who meet the Target Population criteria and agree to actively connect with providers of WPC Program services.

Q. **WPC Pilot Team:** Committee comprised of lead entity and participating entity staff or designees who design and implement the WPC Program.

R. **WPC Program:** Program that provides each Participant with connection to a patient centered health home, a case management system that is supportive in accessing medical and social non-medical services, referral to outpatient and/or residential substance use treatment services when clinically indicated, and stable housing that supports both behavioral and physical health.

S. **WPC Steering Committee:** Committee consisting of representatives from the County ("Lead Entity"), participating entities and other agencies involved in the coordination of physical health, behavioral health, and substance use disorders through the Shasta Health Assessment and Redesign Collaborative (SHARC) behavioral health subcommittee.

III. Section 2. **RESPONSIBILITIES OF CONSULTANT.** of the Agreement is amended as of the effective date of this First Amendment to add subsections 2.B. and 2.C. as follows:

Section 2. **RESPONSIBILITIES OF CONSULTANT.**

A. Pursuant to the terms and conditions of this Agreement, Consultant shall:

1. Beginning 01/01/2017, provide Delivery Infrastructure services including but not limited to:

   a. Hiring staff for first IMCM team, composed of:

      1. 1.00 Full Time Equivalent (FTE) Registered Nurse (RN) Case Manager, and

      2. 1.00 FTE Patient Navigator.

   b. Identify and enroll eligible Participants in WPC Program, to build a sustainable PMPM caseload, including but not limited to: time spent developing internal systems for Participant referral, data collection and reporting, service model development, and collaboration with other WPC Pilot Team members to coordinate care for Participants.

2. Provide Training based upon needs determined by Consultant to staff. Trainings shall include, but not be limited to:
   a. Building capacity for care coordination.
   b. Integrating evidence-based strategies into practice.
   c. Building capacity for cross agency collaboration.
   d. Educating staff on data and information sharing policies and procedures.
   e. Supporting data collection, reporting and continuous quality improvement practices.
3. Work with each Participant to stay in permanent housing and reduce emergency department utilization. Incentive Payments—Permanent Housing and Incentive Payments Reduced Emergency Department Utilization shall be paid by County to Consultant, as determined by County based on data from monthly reports outlined in Section 2.A.6 and 2.A.7. Incentive payments shall be paid as set forth in budget as prescribed in **EXHIBIT B**, following approval by State Department of Healthcare Services (DHCS).
   a. Incentive Payments – Permanent Housing shall be paid to Consultant once every six months for each Participant who remains in permanent housing for six consecutive months, not to exceed $6,250 during County FY 2017-18, $6,250 during County FY 2018-19, $6,250 during County FY 2019-20, and $3,125 during County FY's 2020-21 and 2021-22, ending 12/31/2021.
   b. Incentive Payments – Reduced Emergency Department Utilization shall be paid to Consultant once every six months for each Participant who has less than two emergency department visits for six consecutive months, not to exceed $18,750 during County FY 2017-18, $18,750 during County FY 2018-19, $18,750 during County FY 2019-20, and $9,375 during County FY's 2020-21 and 2021-22, ending 12/31/2021.
4. Provide IMCM to WPC Program enrolled Participants. Services to Participants as part of the IMCM PMPM Bundle shall include:
   a. Outreach: Develops trusting relationship with Participant and serves as a link to primary, specialty and ancillary services. This outreach will be done in coordination with any outreach conducted by the mental health resource center to ensure there is no duplication of service
   b. Assessment: Identifies acuity level using standard scale, identify medical and social risks, identify substance use (diagnosed or not), assess level of self-care and engagement in health activities
   c. Care Coordination and Patient Empowerment: Works with Participant and care providers to develop and adhere to shared action plan and meets with care providers to support coordination of plan of care; home visits (frequency based on acuity level) to support achievement of goals
   d. Education: Provides coaching in self-management skills and behavior change
   e. Utilization Review: Reviews admissions, discharges, ED visits from last 24 hours and conducts follow-up with Participant

5. Create and provide for subsequent IMCM Teams, as determined by the WPC Pilot Team and the WPC Steering Committee, that consist of the following Full Time Equivalent (FTE) staffing positions:
   a. 1.00 FTE Registered Nurse (RN) Case Manager, and
   b. 1.00 FTE Patient Navigator.
6. IMCM shall be available to Participants on Consultant business days during Consultant's regular business hours.
7. Prepare and provide to County, a monthly written report including all currently enrolled Participants in a format to be determined by County, due by the 15th of each month for the preceding month for programs included in the WPC Program. Monthly reports shall include, but not be limited to:
   a. Participant contact attempts, contacts, type and duration of contact, and;
   b. Participant services including types and number of services provided
8. Prepare and provide to County, semi-annual written reports including all currently enrolled Participants in a format to be determined by County, due by January 15 and July 15 of each County fiscal year. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. Semi-annual reports shall include but not be limited to:
   a. Number of ED visits
   b. Inpatient utilization including general hospital or acute care
   c. Initiation and engagement of alcohol and other drug dependence treatment
   d. Comprehensive diabetes care, Participant diabetes related blood test results
   e. Depression screening scores from Patient Health Questionnaire (PHQ9) tool.
   f. Most recent date of suicide risk assessment
9. Provide a representative who will serve as Consultant's member of the WPC Pilot Team and who will attend all meetings, as deemed necessary by County.
10. Prior to providing services, assist Participants in completing County approved Release of Information (ROI), attached and incorporated herein **as EXHIBIT C**, or ensure that a completed ROI is on file.
11. Maintain medical records for all Participants.
12. Maintain records required to determine WPC Program eligibility, participation of Participants, and other records as specified by County, including but not limited to:
    a. Multi-party bidirectional ROI, updated annually or more frequently as directed by the Participant or required by County.
    b. Comprehensive care plan, updated in collaboration with members of the WPC Pilot Team and Participant.
13. Participate in caseload and care coordination activities for the purpose of improving outcomes for Participants.

B. **MCT Milestones**

Consultant shall:

1. Assemble no less than one, and no more than three MCTs.
2. Provide training to members of each MCT consisting of no less than:
   a. MCT protocols,
   b. Clinical procedures, and
   c. Administrative duties.
3. Ensure MCT Clinician is trained and certified pursuant to Welfare and Institutions Code, section 5150.
4. Procure tools, supplies, and supports necessary for service delivery.
5. Develop MCT protocols for safety, referral, response, communication, and care coordination.
6. Deploy MCT to begin delivery of services as prescribed in Section 2.C. of this Agreement.
7. Develop monthly MCT and client experience reports in a format approved by County.
8. In cooperation with County, develop a baseline of hospitalizations, re-hospitalizations, and unnecessary emergency department ("ED") visits. The goal is to decrease visits by five to fifteen percent of baseline. Incentives to be paid upon verification of decreases of five percent, ten percent, and fifteen percent.

C. **MCT FFS Services**

Consultant shall:

1. Make FFS Contacts as delineated in County approved protocols on days and during hours mutually agreed upon by Contractor and County. If unable to come to an agreement, County will have final decision authority.
2. Provide interventions deemed appropriate by MCT for each FFS Contact including, but not limited to:
   a. Crisis evaluation,
   b. 5150 determinations,
   c. Referral to community services,
   d. Case management, and
   e. Consultation.
3. Provide or arrange for transportation of individuals when deemed appropriate by MCT. This may include transportation by Clinician, law enforcement, friend, family member, or ambulance.
4. When working with law enforcement, follow guidance and direction from law enforcement to ensure appropriate communication and disposition before leaving the scene.

5. Provide clinical and administrative oversight of MCT.
6. Provide monthly MCT and Client Experience Reports to County no later than the 15th day of the month following the month services are delivered, in a County approved format.
7. Provide MCT representation at quarterly Committee meetings.
8. In the interest of continuous quality improvement, submit quarterly outcome data reports, in a County approved format, or more frequently as requested by County.

D. By signing this agreement, acknowledge that Consultant has read and understands and shall comply with all applicable terms and conditions of California Department of Health Care Services Agreement No. 16-14184-SH-45, attached and incorporated herein as **EXHIBIT A**.

E. 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."

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

IV. Section 3. **RESPONSIBILITIES OF COUNTY.** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 3. RESPONSIBILITIES OF COUNTY.

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

A. Serve as Lead Entity responsible for coordinating and monitoring the WPC Program in accordance with DHCS Agreement No. 16-14184-SH-45.

B. Provide training to MCT staff for certification pursuant to Welfare and Institutions Code, section 5150.

C. Review and approve Consultant developed MCT protocols and reporting forms.

D. Provide information to Consultant for use in developing baseline for hospitalizations, re-hospitalizations, and unnecessary emergency department ("ED") visits.

E. Convene and facilitate quarterly Committee meetings for the purpose of reviewing adherence to contracts terms and performance standards, conducting case review and care coordination, and conducting process improvement activities.

F. Compensate Consultant as prescribed in sections 4 and 5 of this Agreement and monitor the outcomes achieved by Consultant.

G. Monitor and evaluate the performance of Consultant throughout the term of this Agreement to assure compliance with the terms of this Agreement.

V. Subsection A of Section 4. **COMPENSATION.** of the Agreement is amended as of the effective date of this First Amendment in its entirety as follows:

Section 4. **COMPENSATION.**

A. County shall compensate Consultant for the following services during the term of this agreement:

(1) Delivery Infrastructure, in accordance with Sections 1.A, 2.A.1 above and **EXHIBIT B**, in an amount not to exceed $99,636 for FY 2016-17, and $49,144 for FY 2017-18. Maximum amount payable for Delivery Infrastructure, for the entire term of the Agreement shall not exceed $148,750. No additional Delivery Infrastructure payments shall be available for reimbursement after 06/30/2018.

(2) Training, in accordance with Section 2.A.2 above and **EXHIBIT B**, in an amount not to exceed $2,500 for FY 2016-17; $5,000 for FY 2017-18; $5,000 FY 2018-19; $5,000 for FY 2019-20; and $2,500 for FY 2020-2022. Maximum amount payable for Training for the entire term of the Agreement shall not exceed $20,000.

(3) Incentive Payments, in accordance with Sections 1.A.B, 1.A.C, 2.A.3 above, and **EXHIBIT B**, in an amount not to exceed $25,000 for FY 2017-18; $25,000 for FY 2018-19; $25,000 for FY 2019-2020; and $12,500 for FY 2020-2022. Maximum amount payable for Incentive Payments for the entire term of the Agreement shall not exceed $87,500 once verified by the State Department of Healthcare Services (DHCS).

(4) PMPM Bundle, in accordance with Sections 1.A.G and 2.A.4 above, and **EXHIBIT B**, in an amount not to exceed $595,000 for FY 2017-18; $595,000 for FY 2018-19; $595,000 for FY 2019-20; and $297,500 for FY 2020-2022. Maximum amount payable for PMPM Bundle for the entire term of the Agreement shall not exceed $2,082,500.

(5) Reporting, in accordance with Sections 2.A.6 and 2.A.7 above, and **EXHIBIT B**, in an amount not to exceed $8,400 for FY 2016-17; $16,800 for FY 2017-18; $16,800 for FY 2018-19; $16,800 for FY 2019-20; and $8,400 for FY 2020-2022. Maximum amount payable for Reporting for the entire term of the Agreement shall not exceed $67,200.

(6) MCT milestones achieved by December 31, 2018, and approved by County, with the exception of Section 4.A.(6)f., as delineated in this Section 4.A.(6):

a. Assembly and training of MCT per Sections 2.B.1. through 2.B.3. - $80,000 per team (up to a maximum of three teams)

b. Procurement of physical infrastructure per Section 2.B.4. - $35,000

c. Development of protocols per Section 2.B.5. - $10,000

d. Deployment of MCT per Section 2.B.6. - $10,000

e. Development of monthly reports per Section 2.B.7. - $10,000

f. Decreased hospital visits per Section 2.B.8. by:

i. Five percent of baseline - $5,000

ii. Ten percent of baseline - $5,000

iii. Fifteen percent of baseline - $5,000

The maximum amount payable for items delineated in this Section 4.A.(6) is $320,000 for the entire term of the Agreement.

B. FFS Contacts shall be paid at a rate of $134.33 per contact, not to exceed 3,600 contacts per calendar year. The maximum amount payable per calendar year for FFS Contacts is $483,588.

C. In no event shall the maximum compensation payable under this agreement exceed $3,934,920.

VI. Section 5. **BILLING AND PAYMENT.** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 5. **BILLING AND PAYMENT.**

A. Consultant shall submit to HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the Consultant and accompanied, upon request, by a written Expenditure Report in a format approved by County. County shall make payment within 30 days of receipt of Consultant's correct and approved billhead or invoice.

B. For MCT Services, Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation for the items delineated in Section 4.A.(6) of this Agreement. County shall make payment within 30 days of receipt of Consultant's correct and approved billhead or invoice.

C. Compensation under this Agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this Agreement (such as

but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

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

VII. REAFFIRMATION

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

VIII. ENTIRE AGREEMENT

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

IX. 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

A.B. Cox 10/12/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

10/15/18
James Johnson
Risk Management Analyst

CONSULTANT

Date: 10/15/2018

~~LYNN DORROH~~ NICK CUTLER
~~Executive Director~~ Chief Financial Officer

Tax I.D.#: On File

NO WITHHOLDING

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND HILL COUNTRY COMMUNITY CLINIC

This Agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Hill Country Community Clinic, a California nonprofit public benefit corporation ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the coordination of health, behavioral health, and social services through a Whole Person Care program ("Program").

Section 1. DEFINITIONS.

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

A. **Delivery Infrastructure:** Costs associated with hiring, training, and developing an operational Intensive Medical Case Management Team and Participant case load for County fiscal year (FY) 2016-17. Delivery Infrastructure development shall conclude no later than 06/30/2018.

B. **Incentive Payments – Permanent Housing:** Payments made for each Whole Person Care Participant, up to budgetary limits identified in budget, attached hereto and incorporated herein as **EXHIBIT B, Whole Person Care Pilot Project Budget**, attached and incorporated herein, who receives and stays in permanent housing for at least six consecutive months following determination of program participation by County.

C. **Incentive Payments – Reduced Emergency Department Utilization:** Payments made for each WPC Participant, up to budgetary limits identified in **EXHIBIT B**, who has less than two emergency department visits for six consecutive months following determination of program participation by County.

D. **Intensive Medical Case Management ("IMCM"):** The provision of comprehensive assessments, patient-centered care plans, care coordination, nursing support for management of chronic conditions, home visits, coordination with housing case manager, and medication monitoring support by an intensive medical case management team, including, but not limited to, a Registered Nurse case manager and a Patient Navigator.

E. **Patient Navigator:** Supports engagement and management of chronic medical conditions and access to social non-medical services for WPC Participants.

F. **Pay for Reporting:** Payments made to support time spent on collecting and reporting required data related to Whole Person Care Program enrolled Participants including, but not limited to, clinical encounter data, case management services data, and preparation of semi-annual progress reports.

G. **Per Member/Per Month ("PMPM") Bundle:** Bundle is for Intensive Medical Case Management services following Delivery Infrastructure development, beginning in County FY 2017-18 on 09/01/2017 and throughout FY's 2020-22.

H. **Target Population:** Adults (age 18-64) who are homeless or at risk of becoming homeless and who have had two or more Emergency Department (ED) visits or a hospitalization in a County specified time period prior to WPC screening

("Participant"). In addition, these individuals may have one or more of the following risk factors: diagnosis of Serious Mental Illness (SMI), diagnosis of Substance Use Disorder (SUD), or an undiagnosed/undisclosed opioid addiction.

I. **Whole Person Care ("WPC") Participant ("Participant"):** Individuals who meet the Target Population criteria and agree to actively connect with providers of WPC Program services.

J. **WPC Pilot Team:** Committee comprised of lead entity and participating entity staff or designees who design and implement the WPC Program.

K. **WPC Program:** Program that provides each Participant with connection to a patient centered health home, a case management system that is supportive in accessing medical and social non-medical services, referral to outpatient and/or residential substance use treatment services when clinically indicated, and stable housing that supports both behavioral and physical health.

L. **WPC Steering Committee:** Committee consisting of representatives from the County ("Lead Entity"), participating entities and other agencies involved in the coordination of physical health, behavioral health, and substance use disorders through the Shasta Health Assessment and Redesign Collaborative (SHARC) behavioral health subcommittee.

Section 2. **RESPONSIBILITIES OF CONSULTANT.**

A. Pursuant to the terms and conditions of this Agreement, Consultant shall:

(1) Beginning 01/01/2017, provide Delivery Infrastructure services including but not limited to:

a. Hiring staff for first IMCM team, composed of:

1. 1.00 Full Time Equivalent (FTE) Registered Nurse (RN) Case Manager, and

2. 1.00 FTE Patient Navigator.

b. Identify and enroll eligible Participants in WPC Program, to build a sustainable PMPM caseload, including but not limited to: time spent developing internal systems for Participant referral, data collection and reporting, service model development, and collaboration with other WPC Pilot Team members to coordinate care for Participants.

(2) Provide Training based upon needs determined by Consultant to staff. Trainings shall include, but not be limited to:

a. Building capacity for care coordination.

b. Integrating evidence-based strategies into practice.

c. Building capacity for cross agency collaboration.

d. Educating staff on data and information sharing policies and procedures.

e. Supporting data collection, reporting and continuous quality improvement practices.

(3) Work with each Participant to stay in permanent housing and reduce emergency department utilization. Incentive Payments—Permanent Housing and Incentive Payments Reduced Emergency Department Utilization shall be paid by County to Consultant, as determined by County based on data from monthly reports outlined in Section 2.A.6 and 2.A.7. Incentive payments shall be paid as set forth in budget as prescribed in **EXHIBIT B**, following approval by State Department of Healthcare Services (DHCS).

a. Incentive Payments – Permanent Housing shall be paid to Consultant once every six months for each Participant who remains in permanent housing for six consecutive months, not to exceed $6,250 during County FY 2017-18, $6,250 during County FY 2018-19, $6,250 during County FY 2019-20, and $3,125 during County FY's 2020-21 and 2021-22, ending 12/31/2021.

b. Incentive Payments – Reduced Emergency Department Utilization shall be paid to Consultant once every six months for each Participant who has less than two emergency department visits for six consecutive months, not to exceed $18,750 during County FY 2017-18, $18,750 during County FY 2018-19, $18,750 during County FY 2019-20, and $9,375 during County FY's 2020-21 and 2021-22, ending 12/31/2021.

(4) Provide IMCM to WPC Program enrolled Participants. Services to Participants as part of the IMCM PMPM Bundle shall include:

a. Outreach: Develops trusting relationship with Participant and serves as a link to primary, specialty and ancillary services. This outreach will be done in coordination with any outreach conducted by the mental health resource center to ensure there is no duplication of service

b. Assessment: Identifies acuity level using standard scale, identify medical and social risks, identify substance use (diagnosed or not), assess level of self-care and engagement in health activities

c. Care Coordination and Patient Empowerment: Works with Participant and care providers to develop and adhere to shared action plan and meets with care providers to support coordination of plan of care; home visits (frequency based on acuity level) to support achievement of goals

d. Education: Provides coaching in self-management skills and behavior change

e. Utilization Review: Reviews admissions, discharges, ED visits from last 24 hours and conducts follow-up with Participant

(5) Create and provide for subsequent IMCM Teams, as determined by the WPC Pilot Team and the WPC Steering Committee, that consist of the following Full Time Equivalent (FTE) staffing positions:

a. 1.00 FTE Registered Nurse (RN) Case Manager, and

b. 1.00 FTE Patient Navigator.

(6) IMCM shall be available to Participants on Consultant business days during Consultant's regular business hours.

(7) Prepare and provide to County, a monthly written report including all currently enrolled Participants in a format to be determined by County, due by the 15th of each month for the preceding month for programs included in the WPC Program. Monthly reports shall include, but not be limited to:

a. Participant contact attempts, contacts, type and duration of contact, and;

b. Participant services including types and number of services provided

(8) Prepare and provide to County, semi-annual written reports including all currently enrolled Participants in a format to be determined by County, due by January 15 and July 15 of each County fiscal year. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. Semi-annual reports shall include but not be limited to:

a. Number of ED visits

b. Inpatient utilization including general hospital or acute care

c. Initiation and engagement of alcohol and other drug dependence treatment

d. Comprehensive diabetes care, Participant diabetes related blood test results

e. Depression screening scores from Patient Health Questionnaire (PHQ9) tool.

f. Most recent date of suicide risk assessment

(9) Provide a representative who will serve as Consultant's member of the WPC Pilot Team and who will attend all meetings, as deemed necessary by County.

(10) Prior to providing services, assist Participants in completing County approved Release of Information (ROI), attached and incorporated herein **as EXHIBIT C**, or ensure that a completed ROI is on file.

(11) Maintain medical records for all Participants.

(12) Maintain records required to determine WPC Program eligibility, participation of Participants, and other records as specified by County, including but not limited to:

a. Multi-party bidirectional ROI, updated annually or more frequently as directed by the Participant or required by County.

b. Comprehensive care plan, updated in collaboration with members of the WPC Pilot Team and Participant.

(13) Participate in caseload and care coordination activities for the purpose of improving outcomes for Participants.

B. By signing this agreement, acknowledge that Consultant has read and understands and shall comply with all applicable terms and conditions of California Department of Health Care Services Agreement No. 16-14184-SH-45, attached and incorporated herein as **EXHIBIT A**.

C. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amount of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. If multiple

documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, Agreement number, and dollar amount. If more than one document or report is produced under this Agreement, Consultant shall add: "This [document or report] is one of [number] produced under this Agreement."

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

Section 3. RESPONSIBILITIES OF COUNTY.

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

A. Serve as Lead Entity responsible for coordinating and monitoring the WPC Program in accordance with DHCS Agreement No. 16-14184-SH-45.

B. Compensate Consultant as prescribed in sections 4 and 5 of this Agreement and monitor the outcomes achieved by Consultant.

C. Monitor and evaluate the performance of Consultant throughout the term of this Agreement to assure compliance with the terms of this Agreement.

Section 4. COMPENSATION.

A. County shall compensate Consultant for the following services during the term of this agreement:

(1) Delivery Infrastructure, in accordance with Sections 1.A, 2.A.1 above and **EXHIBIT B**, in an amount not to exceed $99,636 for FY 2016-17, and $49,144 for FY 2017-18. Maximum amount payable for Delivery Infrastructure, for the entire term of the Agreement shall not exceed $148,750. No additional Delivery Infrastructure payments shall be available for reimbursement after 06/30/2018.

(2) Training, in accordance with Section 2.A.2 above and **EXHIBIT B**, in an amount not to exceed $2,500 for FY 2016-17; $5,000 for FY 2017-18; $5,000 FY 2018-19; $5,000 for FY 2019-20; and $2,500 for FY 2020-2022. Maximum amount payable for Training for the entire term of the Agreement shall not exceed $20,000.

(3) Incentive Payments, in accordance with Sections 1.A.B, 1.A.C, 2.A.3 above, and **EXHIBIT B**, in an amount not to exceed $25,000 for FY 2017-18; $25,000 for FY 2018-19; $25,000 for FY 2019-2020; and $12,500 for FY 2020-2022. Maximum amount payable for Incentive Payments for the entire term of the Agreement shall not exceed $87,500 once verified by the State Department of Healthcare Services (DHCS).

(4) PMPM Bundle, in accordance with Sections 1.A.G and 2.A.4 above, and **EXHIBIT B**, in an amount not to exceed $595,000 for FY 2017-18; $595,000 for

FY 2018-19; $595,000 for FY 2019-20; and $297,500 for FY 2020-2022. Maximum amount payable for PMPM Bundle for the entire term of the Agreement shall not exceed $2,082,500.

(5) Reporting, in accordance with Sections 2.A.6 and 2.A.7 above, and **EXHIBIT B**, in an amount not to exceed $8,400 for FY 2016-17; $16,800 for FY 2017-18; $16,800 for FY 2018-19; $16,800 for FY 2019-20; and $8,400 for FY 2020-2022. Maximum amount payable for Reporting for the entire term of the Agreement shall not exceed $67,200.

B. In no event, shall the maximum compensation payable under this agreement exceed $2,405,950.

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

Section 5. <u>BILLING AND PAYMENT.</u>

A. Consultant shall submit to HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the Consultant and accompanied, upon request, by a written Expenditure Report in a format approved by County. County shall make payment within 30 days of receipt of Consultant's correct and approved billhead or invoice.

B. Compensation under this Agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this Agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

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

Section 6. <u>TERM OF AGREEMENT.</u>

This Agreement shall commence as of January 1, 2017, and shall end December 31, 2020. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this Agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall end as of June 30 of the last County fiscal year for which funds for this Agreement were appropriated. For the purposes of this Agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

A. If Consultant materially fails to perform Consultant's responsibilities under this Agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

B. County may terminate this Agreement without cause on 30 days written notice to Consultant.

C. County may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.

D. County's right to terminate this Agreement may be exercised by the Shasta County Board of Supervisors, the County Executive Officer, Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.

E. Should this Agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this Agreement.

F. If this Agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

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

B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties. Amendments to Exhibit C, including retroactive, may be agreed to in writing between Consultant and the HHSA Director. However, notwithstanding amendments to Exhibit C, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Consultant and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

Section 11. INDEMNIFICATION.

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 12. INSURANCE COVERAGE.

A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the County and the public with limits of liability of not less than $1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor'(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this Agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.

C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.

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, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.

(8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Agreement.

B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

D. No funds or compensation received by Consultant under this Agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this Agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

E. In addition to any other provisions of this Agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant

shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this Agreement.

B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this Agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this Agreement.

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

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 17. LICENSES AND PERMITS.

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

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

A. Except as provided in section 7.C. of this Agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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

If to Consultant:
Executive Director
Hill Country Community Clinic
103529632 Hwy 299E
Round Mountain, CA 96084
Phone: (530) 337-6243
Fax: (530) 337-5754

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

C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the County as provided for in this Agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard

to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Section 25. CONFIDENTIALITY.

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

Section 26. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this Agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. 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 28. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this Agreement.

Section 29. APPLICATION OF OTHER AGREEMENTS.

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by **EXHIBIT A**.

Section 30. FINANCIAL RECORDS.

Consultant shall maintain financial records that clearly reflect the cost of each type of service for which compensation under this Agreement is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be maintained and retained for seven years following the close of the fiscal year to which the records pertain. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and it's implementing regulations ("HIPAA"). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and

agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 11.

Section 32. 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: JAN 9 2018

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: 1/3/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 01/03/18
James Johnson
Risk Management Analyst

CONSULTANT

Date: 1/03/18

LYNN DORROH
Executive Director

Tax I.D.#: On File

EXHIBIT A

County of Shasta
Contract No. 16-14184-SH-45

WHOLE PERSON CARE AGREEMENT

The overarching goal of the Whole Person Care (WPC) Pilot program is the coordination of health, behavioral health, and social services, as applicable, in a patient-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources.

The Department of Health Care Services (DHCS) published a Request for Application (RFA) relating to the WPC Pilot Program on May 16, 2016. County of Shasta submitted its WPC application (Attachment A), in response to DHCS' RFA on July 1, 2016. DHCS accepted County of Shasta's WPC application to the RFA on October 24, 2016 with an allocation of $1,940,355 in federal financial participation available for each calendar year for the WPC pilot beginning in program year one through program year five subject to the signing of this Agreement.

The parties agree:

A. That "Section 6: Attestations and Certification" of Attachment A shall be amended and replaced by the following:

Section 6: Attestations and Certification
6.1 Attestation

I certify that, as the representative of the WPC pilot lead entity, I agree to the following conditions:

1. The WPC pilot lead entity will help develop and participate in regular learning collaboratives to share best practices among pilot entities, per STC 119.
2. The intergovernmental transfer (IGT) funds will qualify for federal financial participation per 42 CFR 433, subpart B, and will not be derived from impermissible sources, such as recycled Medicaid payments, federal money excluded from use as a state match, impermissible taxes, and non-bona fide provider-related donations, per STC 126.a. Sources of non-federal funding shall not include provider taxes or donations impermissible under section 1903(w), impermissible intergovernmental transfers from providers, or federal funds received from federal programs other than Medicaid (unless expressly authorized by federal statute to be used for claiming purposes, and the federal Medicaid funding is credited to the other federal funding source). For this purpose, federal funds do not include PRIME payments, patient care revenue received as payment for services rendered under programs such as the Designated State Health Programs, Medicare, or Medicaid
3. Within 30 days determining the interim or final payments due based on the mid-year and annual reports, DHCS will issue requests to the WPC pilot for the necessary IGT amounts. The WPC pilot shall make IGT of funds to DHCS in the amount specified within 7 days of receiving the state's request. If the IGTs are made within the requested timeframe, the payment will be paid within 14 days after the transfers are made.

4. This Agreement between DHCS and the WPC pilot lead entity constitutes the agreement that specifies the WPC pilot requirements, including a data sharing agreement, per STC 118. [See Exhibit A "HIPAA Business Associate Addendum (BAA)" of this Application.] The BAA will apply to the transfer and access of Protected Health Information (PHI) and Personal Information (PI) should the need for sharing such data arise. The DHCS BAA applies to any entity that is acting in a business associate capacity as defined by HIPAA specifically for the purpose of the WPC pilot's operation and evaluation. DHCS does not anticipate that PHI or PI will be shared with pilots for the purpose of the WPC pilot's operation or evaluation, and DHCS anticipates only limited, or no, sharing of PHI or PI from the WPC pilot to DHCS. However, the BAA will apply if PHI or PI is shared.
5. The WPC pilot will report and submit timely and complete data to DHCS in a format specified by the state. Incomplete and/or non-timely data submissions may lead to a financial penalty after multiple occurrences and technical assistance is provided by the state.
6. The WPC pilot shall submit mid-year and annual reports in a manner specified by DHCS and according to the dates outlined in Attachment GG. The WPC pilot payments shall be contingent on whether progress toward the WPC pilot requirements approved in this application has been made.
7. The WPC pilot will meet with evaluators to assess the WPC pilot.
8. Payments for WPC pilots will be contingent on certain deliverables or achievements; payments will not be distributed, or may be recouped, if pilots fail to demonstrate achievement or submission of deliverables. Funding for PY1 will be available for this submitted and approved WPC pilot application and for reporting baseline data; this funding is in support of the initial identification of the target population and other coordination and planning activities that were necessary for the submission of a successful application. Funding for PY2 through PY5 shall be made available based on the activities and interventions described in the approved WPC Pilot application. (STC 126). Federal funding received shall be returned if the WPC pilot, or a component of it as determined by the state, is not subsequently implemented.
9. If the individual WPC pilot applicant receives its maximum approved pilot year budget funding before the end of the pilot year, the individual WPC pilot will continue to provide WPC pilot services to enrolled WPC pilot participants at levels established in the approved WPC pilot application through the end of the pilot year.
10. WPC Pilot payments shall not be earned or payable for activities otherwise coverable or directly reimbursable by Medi-Cal.
11. The WPC lead entity has reviewed and compared the activities in the proposed WPC pilot application to its county's Medi-Cal Targeted Case Management Program (TCM), and has made appropriate adjustments to reduce the request for WPC funds as necessary to ensure that the WPC pilot funding for activities and interactions of their care coordination teams do not duplicate payments under the county's TCM benefit. The WPC lead entity has provided documentation for the adjustment(s) in the approved application which was

accepted in accordance with DHCS guidance provided to the lead entity during the DHCS application review process.

12. The lead entity will respond to general inquiries from the state pertaining to the WPC pilot within one business day after acknowledging receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by DHCS. DHCS will consider reasonable timelines that will be dependent on the type and severity of the information when making such requests.
13. The lead entity understands that the state of California must abide by all requirements outlined in the STCs and Attachments GG, HH, and MM. The state may suspend or terminate a WPC pilot if corrective action has been imposed and persistent poor performance continues. Should a WPC pilot be terminated, the state shall provide notice to the pilot and request a close-out plan due to the state within 30 calendar days, unless significant harm to beneficiaries is occurring, in which case the state may request a close-out plan within 10 business days. All state requirements regarding pilot termination can be found in Attachment HH.

☒ I hereby certify that all information provided in this application is true and accurate to the best of my knowledge, and that this application has been completed based on a good faith understanding of WPC pilot program participation requirements as specified in the Medi-Cal 2020 waiver STCs, Attachments GG, HH and MM, and the DHCS Frequently Asked Questions document.

B. WPC Pilot Program Agreement

Notice

All inquiries and notices relating to this Agreement should be directed to the representatives listed below. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

The Agreement representatives during the term of this Agreement will be:

Department of Health Care Services	**WPC Pilot Lead Entity**
Managed Care Quality & Monitoring Division	County of Shasta
Attention: Bob Baxter	Attention: Dean True
Telephone: (916) 319-9707	Telephone: (530) 225-5900

As a condition for participation in the WPC Pilot program, the WPC pilot lead entity (referred to as "Contractor" below) agrees to comply with all of the following terms and conditions, and with all of the terms and conditions included on any attachment(s) hereto, which is/are incorporated herein by reference:

County of Shasta
Contract No. 16-14184-SH-45

1. **Nondiscrimination.** Pursuant to Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, Contractor shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not, cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through DHCS.

2. **Term and Termination.** This Agreement will be effective from the date both DHCS and Contractor have executed this Agreement and terminate on June 30, 2021 unless the application is renewed or the WPC Pilot program is extended, or the WPC pilot is terminated in accordance with procedures established pursuant to STC 120 and Attachment HH thereof.

3. **Compliance with Laws and Regulations.** Contractor agrees to, and shall also require and ensure its subcontractors to, comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code, and any applicable rules or regulations promulgated by DHCS pursuant to these chapters. Contractor agrees to, and shall also requires its subcontractors to, comply with all federal laws and regulations governing and regulating the Medicaid program.

4. **Fraud and Abuse.** Contractor agrees, and shall also require its subcontractors to agree, that it shall not engage in or commit fraud or abuse. "Fraud" means intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. "Abuse" means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.

5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

6. **Complete Integration**. This Agreement, including any attachments or documents incorporated herein by express reference is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matters of this Agreement.

7. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.

8. **Discrepancy or Inconsistency.** If there is a discrepancy or inconsistency in the terms of this Agreement and Attachment A, then this Agreement controls.

County of Shasta
Contract No. 16-14184-SH-45

Signature of WPC Lead Entity Representative
Date November 16, 2016
FOR
Name: Pam Giacomini

Title: Chairman, Board of Supervisors County of Shasta

11/21/16

Signature of DHCS Representative
Date

Name: Mari Cantwell

Title: Chief Deputy Director, Health Care Programs

Attest
Lawrence G. Lees, Clerk of the Board of Supervisors

By: 11/16/16
Deputy

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

11/16/16
By: Alan B. Cox
Deputy County Counsel

Risk Management Approval

By: 11/16/16

County of Shasta
Contract No. 16-14184-SH-45

Whole Person Care Agreement

Exhibit A – Health Insurance Portability and Accountability Act (HIPAA Business Associate Addendum (BAA)

I. Recitals

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ('the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").

B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.

C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.

E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.

D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.

H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.

I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Addendum, Business Associate may:

a. Use and disclose for management and administration. Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

b. Provision of Data Aggregation Services. Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).

2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. Nondisclosure. Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

2. Safeguards. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards

appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. Security. To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

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

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

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this

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

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:

a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

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

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).

3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

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

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

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

J. Breaches and Security Incidents. During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery

and prompt reporting of any breach or security incident, and to take the following steps:

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

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

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

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

2. Investigation and Investigation Report. To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the

extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

3. Complete Report. To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.

4. Notification of Individuals. If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting of Breaches. If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur

because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

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

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

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

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

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

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

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. Notification of Restrictions. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. Requests Conflicting with HIPAA Rules. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

A. From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':

1. Failure to detect or

2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.

B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

A. Term. The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).

B. Termination for Cause. In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:

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

C. Judicial or Administrative Proceedings. Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

D. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify

DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

A. Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. Amendment. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or

2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to

security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. No Third-Party Beneficiaries. Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. Interpretation. The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

F. Regulatory References. A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. Survival. The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.

H. No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

HIPAA BAA
Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

A. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

B. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. Confidentiality Statement. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

D. Background Check. Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. Workstation/Laptop encryption. All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

B. Server Security. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. Minimum Necessary. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. Removable media devices. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. Antivirus software. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

F. Patch Management. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

G. User IDs and Password Controls. All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

H. Data Destruction. When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

I. System Timeout. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. Warning Banners. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. Access Controls. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission encryption. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

N. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

A. System Security Review. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

A. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. Data Backup Plan. Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

A. Supervision of Data. DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. Escorting Visitors. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

C. Confidential Destruction. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. Removal of Data. DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

E. Faxing. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. Mailing. Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Whole Person Care Agreement

Attachment A

Whole Person Care Pilot Application

Section 1: WPC Lead Entity and Participating Entity Information

Shasta County Health and Human Services Agency (HHSA) is serving as the lead agency for this application. Dean True, Director of the Adult Services Branch of the Health and Human Services Agency, will serve as the single point of contact for DHCS and is responsible for coordinating and monitoring the WPC Pilot.

1.1 Whole Person Care Pilot Lead Entity and Contact Person

Organization Name	Shasta County Health and Human Services Agency
Type of Entity	County health department
Contact Person	Dean True
Contact Person Title	Director, HHSA-Adult Services Branch
Telephone	(530) 225-5901
Email Address	dtrue@co.shasta.ca.us
Mailing Address	2640 Breslauer Way, Redding, CA 96001.

1.2 Participating Entities

Required Organization	Organization Name	Contact Name and Title	Entity Description and Role in WPC
1. Medi-Cal managed care health plan	Partnership HealthPlan of California (PHC)	Margaret Kisliuk, Director Northern Region	Serve on the WPC Steering Committee, support evaluation of the program through sharing of claims data on identified metrics.
2. Health Services Agency/ Department	Shasta County Health and Human Services Agency (includes Public Health, Mental Health, Alcohol and Drug Services, and Social Services)	Donnell Ewert, Director	Leads design, implementation, administration and evaluation of the WPC pilot. Serve on the WPC Steering Committee. Implements housing case management intervention.
3. Specialty Mental Health	Shasta County HHSA, Adult Services Branch (Mental Health/	Dean True, Director Adult Services Branch	Leads design, implementation, administration and evaluation of the WPC pilot. Serves on the WPC Steering

Agency / Department	Alcohol and Drug Services)		Committee. Implements housing case management intervention.
4. Public Agency / Department	Shasta County HHSA, Housing Authority	Richard Kuhns	Responsible for Continuum of Care Council and HMIS system oversight. A representative will serve on the WPC Steering Committee.
5. Community Partner 1	Hill Country Health & Wellness Center	Lynn Dorroh, Chief Executive Officer	FQHC and Full Service Partnership provider providing primary care and behavioral health care in Redding. Responsible for implementation of services related to mental health resource center and assisted outpatient treatment. Also responsible for intensive medical case management and comprehensive primary care for assigned Medi-Cal members in the pilot. Serves on the WPC Steering Committee.
6. Community Partner 2	Shasta Community Health Center	Dean Germano, Chief Executive Officer	FQHC providing primary care and healthcare for the homeless services in Redding. Responsible for intensive medical case management and comprehensive primary care for assigned Medi-Cal members in the pilot. Serves on the WPC Steering Committee.
Additional Organizations	**Organization Name**	**Contact Name and Title**	**Entity Description and Role in WPC**

7. Public Agency	City of Redding	Kurt Starman, City Manager	Providing local funds to support WPC pilot strategies, including development of the Sobering Center.
8. Community Partner	Mercy Medial Center Redding	Jordan Wright, VP of Strategy, Dignity Northstate	Operates one of the hospital emergency departments in Redding. Will support identification and referral of potential WPC pilot participants.
9. Community Partner	Shasta Regional Medical Center	Cyndy Gordon, Chief Executive Officer	Operates one of the hospital emergency departments in Redding. Will support identification and referral of potential WPC pilot participants.
10. Community Partner	Empire Recovery Center	Marjeanne Stone, Executive Director	As a Drug Medi-Cal provider will provide linkages to substance use treatment services for WPC pilot participants. Serves on the WPC Steering Committee.
11. Community Partner	Visions of The Cross	Steve Lucarelli, Executive Director	As a Drug Medi-Cal provider will provide linkages to substance use treatment services for WPC pilot participants. Serves on the WPC Steering Committee.
12. Community Partner	Good News Rescue Mission	Jonathan Anderson, Executive Director	Homeless shelter service provider will inform project activities based on needs of homeless population.
13. Community Partner	United Way of Northern California	Larry Olmstead, Executive Director	Facilitates the Shasta County Prosperity Initiative, an effort to address financial, workforce, housing, and youth development needs of the lowest income residents

1.3 Letter of Participation and Support

Attached with this application are letters of participation or support from the participating pilot entities identified in the table above in Section 1.2.

Section 2 – General Information and Target Population

2.1 Geographic Area, Community and Target Population Needs

Geographic Area

Shasta County, located in northern California, is approximately 230 miles north of San Francisco and 160 miles north of Sacramento. With only 4% of California's population residing north of Sacramento the terrain is vast, with few population centers, and thousands of miles of wilderness. The population of Shasta County is 178,520, half of which (50.9%) lives in the city of Redding with another 11% of residents living along the I-5 corridor in the cities of Anderson and Shasta Lake City. The remaining population is disparately spread throughout unincorporated county. All of Shasta County, with the exception of the city of Redding, meets the definition of either rural or frontier based on population density. Two Medically Underserved Area's (MUA's) comprise the service area, MUA's 00278 and 07334. All areas of the county are designated as a Health Professional Shortage Area (HPSA), except the City of Redding.

The Whole Person Care (WPC) Pilot Program will be implemented in a targeted geographic area in Shasta County, centering on the largest population center in the City of Redding with a total population of 90,725 (U.S. Census, ACS 2010-14).

Community and Target Population Needs

Data sources used to identify and define the target population needs include a behavioral health needs assessment conducted by the Shasta Health Assessment and Redesign Collaborative (SHARC) in 2015 to identify gaps in the health system and other public data. Claims data supplied by Partnership HealthPlan of California (PHC) was used to understand emergency department (ED) utilization trends and related diagnoses.

Shasta County has long experienced high rates of homelessness, however the situation has reached a breaking point in the past few years. A review of community data was recently prepared to better understand the incidence and impact of homelessness. Cal-Fresh enrollment records for the County indicate that as many as 3,000 individuals, or 1.6% of the population experienced homelessness in 2015. Shasta County's Point In Time (PIT) Count data over time suggests rates of homelessness are increasing, with an approximately 10% increase in homelessness from 2013-2016. The 2016 PIT counted 934 homeless persons in Shasta County. This represents 0.52% of the population, higher than the state rate of 0.29% (U.S. Census, 2015) or the national rate of 0.18% (HUD Annual Homeless Assessment Report to Congress, 2014). Three-quarters of individuals were unsheltered (74%) and about one-third (31%) have a psychiatric or emotional condition (Shasta County and Redding Continuum of Care, 2016).

In Shasta County, it is estimated that 7,333 adults, or 5.25% of the adult population, have serious mental illness (SMI). Approximately 14,000 adults (9.3%) are in need of substance use treatment services. (CA Mental Health and Substance Use System Needs Assessment: February 2012). Death rates in Shasta County resulting from suicide (23.3 per 100,000) and drug-use (26.3 per 100,000) are more than twice that of the state rates of 10.2 and 11.3, respectively (California Department of Public Health, 2016).

Substance use is a critical issue impacting Shasta County and is on the rise. While prescription opiate abuse has been a long-standing issue, heroin use is increasing in Shasta County, particularly among young adults, 18-24. Substance use treatment providers in the county have reported a five-fold increase in Heroin as the primary drug among individuals entering treatment between 2008 and 2013 (CalOMS, 2015). The rise of Heroin use may in part be a result of increased abuse of prescription painkillers. Opiate use has become a priority issue in Shasta County.

Anecdotal data from hospital EDs on use of services by homeless individuals and an analysis of claims data on ED use by Medi-Cal beneficiaries in the first quarter of 2016 illustrate high utilization of the ED by the target population. Given the impact of homelessness or risk of homelessness and these three risk factors – serious mental illness, substance use disorders, and undiagnosed opioid addition – on the community, these were selected as the primary criteria for the WPC pilot target population.

Overview of Whole Person Care Pilot in Shasta County

The Whole Person Care Pilot Program is intended to develop infrastructure, care coordination strategies, services and supports that will better address the needs of high-utilizing Medi-Cal beneficiaries and achieve reduced total cost of care through lowering the number of ED visits and hospital inpatient admissions. The vision for the Shasta County WPC Pilot Program is that each participant:

- Is connected to a patient centered health home
- Has a case management system that supports them in accessing medical and social non-medical services
- Has health needs and chronic conditions that are stabilized through access to medical care
- Has access to substance use treatment services (outpatient and residential) that support their goals
- Has stable housing that supports their behavioral health and physical health through coordination with local housing case managers and housing assistance programs

In Shasta County, the target population includes PHC members who are homeless or at risk of homelessness that have had two or more ED visits or a hospitalization in the last three months. In addition, the target population may have one or more of the following risk factors: a diagnosis of SMI, a diagnosis of Substance Use Disorders (SUD), or an undiagnosed opioid addiction.

The key services, interventions and care coordination strategies planned as part of the pilot include:

- Screening and enrollment in the WPC Pilot Program (voluntary program) and referral to an intensive medical case management system;
- Development of a hub for behavioral health, assisted outpatient treatment, pre-crisis and social non-medical services for the WPC pilot target population through development of a mental health resource center;
- Mobile Crisis Team that diverts individuals experiencing acute mental health crisis away from the ED and law enforcement and into treatment by providing timely professional intervention in the field;
- Sobering center offers a safe and appropriate place for individuals who are intoxicated as an alternative to ED and/or incarceration in the county jail;
- Intensive medical case managers provide care coordination to connect WPC participants to needed primary care and specialty care, non-medical social services, track referrals, and assist patients in accessing needed care;
- Linkages to residential and outpatient SUD services; and
- Coordinated entry approach to housing services with housing case managers that assist participants in overcoming housing barriers to find and maintain stable housing that will support SUD treatment and medical and behavioral health care goals.

Community Engagement in Planning
There is a long history of community collaboration among health care delivery system partners in Shasta County. In 2006, a 75-member collaborative was established to address the near-collapse of the county's mental health system. Collaboration has continued under health care reform. SHARC has been meeting monthly since 2010 to build a more organized system of healthcare for Shasta County. Membership includes federally qualified health centers, hospitals, Partnership HealthPlan of California, North Valley Medical Association, and the County Health and Human Services Agency. In 2013, SHARC established a strategic plan that identified three strategic priorities (and committees): increasing access to health services, promoting integration of behavioral health, and developing capacity for Health Information Exchange (HIE).

SHARC shifted the focus of the behavioral health integration committee to the Whole Person Care committee. This committee has been the primary vehicle for partner involvement and community engagement in planning for this initiative.

2.2 Communication Plan

Collaborative Leadership
The WPC pilot will be planned and implemented through the Health and Human Services Agency in close collaboration with the Shasta Health Assessment and Redesign Collaborative (SHARC). A Community Development Coordinator within HHSA will be responsible for oversight of the program, with a Case Manager Coordinator being responsible for day-to-day activities of the program. The SHARC Whole Person Care Committee (WPC Committee) will serve as the

Steering Committee for the WPC Pilot and will meet monthly to review pilot program progress, address challenges and identify solutions, review evaluation and program improvement data, and ensure timely and effective implementation of the program. In addition, the WPC Committee will routinely assess training needs of the case managers, AOD counselors, and the health care professionals serving the WPC enrollees and plan community-wide training events to build capacity across agencies and health systems.

The current membership of the WPC Committee will be expanded to ensure that all partners are represented. The committee currently includes HHSA, FQHCs, Drug Medi-Cal providers, local elected officials, and the local managed care plan (PHC). The Steering Committee members that may be added include representatives from Mercy Medical Center and Shasta Regional Medical Center, the Continuum of Care (CoC) Council, and the local Housing Authorities.

WPC Steering Committee members will also provide presentations for community partners on the pilot to build community buy-in. The HHSA Community Development Coordinator will coordinate external communications with the local media and community organizations.

Cross Agency Coordination

Shasta County is well positioned to implement the WPC pilot as many of the essential components of the program currently exist in the region, including local attention and action to address homelessness, FQHCs serving the target population, Drug Medi-Cal providers, and an array of social services and community support partners. What is needed is the infrastructure and collaborative leadership to coordinate the services and systems. In order to build the local capacity for cross agency coordination, the WPC pilot will enable Shasta County to create new linkages and referral relationships and share data across systems to better understand and address needs.

Through the WPC pilot, Shasta County will build a hub at the mental health resource center that serves to connect the siloed services and systems. In order to increase collaboration across health, housing, and social service agencies and more effectively utilize community resources to meet the needs of WPC enrollees, the mental health resource center behavioral health clinicians will convene monthly multi-disciplinary clinician and case manager trainings to build capacity for coordination and integrate evidence-based strategies into practice. Mental health resource center led training content may include the American Society of Addiction Medicine (ASAM) criteria and assessment, Milestones of Recovery Scale (MORS), Wellness Recovery Action Planning (WRAP), motivational interviewing, and trauma-informed care. Trainings will also be an opportunity to network and build relationships across agencies, troubleshoot challenges in accessing resources, coordinate services across systems, and identify resource availability or gaps in the community. WPC case manager meetings may include:

- AOD counselors,
- Mental health resource center staff,
- Intensive medical case managers, and
- Housing case managers.

In addition to these clinical trainings led by the mental health resource center, the WPC Community Development Coordinator will plan and implement additional training opportunities for WPC personnel (from HHSA and participating entities) to build capacity for cross agency coordination, educate staff on data and information sharing policies and procedures, and support data collection, reporting, and PDSA activities. These training opportunities will also be important resources for gaining staff input and understanding how the pilot program is working and designing PDSAs or other continuous quality improvement activities that address key challenges or areas for improvement.

2.3 Target Population(s)

The target population includes adult (age 18-64) PHC members that have two or more Emergency Department visits or a hospitalization in the last three months and are homeless or at risk of homelessness. Priority will be given to individuals who have had four or more ED visits in the past three months. In addition, individuals may have one or more of the following risk factors: diagnosis of SMI, diagnosis of a SUD, or an undiagnosed/ undisclosed opioid addiction. The Shasta County HHSA estimates serving approximately 150 individuals total each year under the pilot program.

SHARC WPC Committee reviewed PHC claims data on individuals who had four or more ED visits in the first quarter of 2016. The dataset included 2,262 individuals representing 12,922 ED visits. The two general hospitals in Redding, Mercy Medical Center and Shasta Regional Medical Center, each reported about 1,000 – 1,100 ED visits per month for this population (represents 1,986 unique Medi-Cal beneficiaries each month). The number of visits ranged from 4-44 ED visits per beneficiary in three months.

Primary diagnosis codes for ED visits were used to segment the population. A total of 622 patients had 1+ ED visits related to a mental health condition, substance use, or pain. Additionally:

- Pain, suicidal ideation or anxiety represented 8 of the top 20 most frequent diagnosis codes for ED visits (9.5% of visits).
- Approximately 167 patients were served in the two EDs through 334 visits for mental health and/or substance use related conditions. Among them, 23% also had visited the ED during the quarter for pain related reasons.
- Approximately 595 patients accounted for 780 visits in the quarter with pain as the primary reason. Among them 9% also had a visit coded with a primary diagnosis related to a mental health condition or alcohol and other drug use related visit.
- Approximately 175 to 215 individuals visit the ED each month for visits related to mental health, substance use, or pain related reasons, which would allow for an opportunity to enroll them in the WPC pilot program.

Understanding the primary criteria for the WPC Pilot of individuals who are homeless or at risk of homelessness that are utilizing the ED is challenging due to a lack of data in medical claims. PHC reviewed data on inpatient admissions and used "Administrative" days as a proxy for days spent locating safe places to discharge patients. PHC found that in 2015 Mercy Medical Center had inpatient claims for 24 individuals with 342 "Administrative" days and Shasta Regional Medical Center had claims for 99 individuals with 155 "Administrative" days. This cohort of 99-123 members likely includes chronically homeless who will be a target for the WPC pilot.

Staff from hospital EDs indicated that patients on 5150 holds, voluntarily walk-in with a mental health crisis, and individuals who are brought in to the ED by family/friends and are intoxicated represent a particular challenge. Individuals are being housed in the ED due to a lack of other options for appropriate placement. Shasta County HHSA clinicians conducted 148 adult crisis evaluations (130 unduplicated adults) at the Mercy Medical ED during the first quarter of 2016 and 231 adult crisis evaluations (203 unduplicated adults) at Shasta Regional. Approximately 69% of those evaluated had a positive toxicology screen.

Utilizing the data described above Shasta County HHSA estimates that a total of 150 adults that meet the eligibility criteria of the target population will be served under the pilot annually. This number is an estimate based on the best available data at this time. This figure has been used as a basis for budgeting services and costs and has been used to set the targets for the metrics.

Shasta County is included in the first cohort of counties under Partnership HealthPlan to implement the 2703 Health Homes for Complex Patients Program. There are a number of questions that remain to be answered about this program including the eligibility criteria for the target population. It is unclear at this time if individuals who are dually eligible for Medi-Cal and Medicare will be served under the 2703 Health Homes program in Shasta County. There is likely overlap between the proposed WPC Pilot target population, many of whom may be dual eligible. In the event there is overlap between the WPC Pilot target population and individuals eligible for the 2703 Health Homes Program, coordination strategies will be developed to ensure that those individuals only receive WPC pilot services that cannot be reimbursed by Medi-Cal under the 2703 Health Homes Program.

Section 3: Services, Interventions, Care Coordination and Data Sharing

3.1 Services, Interventions and Care Coordination

The Shasta County WPC Pilot Program has identified a target population of members who are homeless or at risk of homelessness that are high utilizers of the ED and have one or more risk factors. In collaboration with the SHARC WPC Committee, Shasta County HHSA has designed services, interventions and care coordination strategies as part of the pilot program to better integrate and coordinate care according to the needs of this population as described below.

Medical Services

Preliminary screening for potential entry in the WPC Pilot Program will begin in the two hospital EDs. This will ensure a focus on high utilizers as the primary target for enrollment of the target population in the program. The personnel responsible for outreach in the WPC Pilot Program will be HHSA mental health clinicians that are currently co-located in the EDs to perform assessments on individuals who are on a 5150 or 1799 hold. A work flow will be established so that the clinician can assess and discuss the pilot program with individuals identified as a potential fit for the pilot. Enrollment will be voluntary. Potential WPC participants will be referred to an intensive medical case manager for further assessment and enrollment as appropriate. In PY 3-5 additional settings will also conduct screening and referral of the eligible population, including the mental health resource center, Good News Rescue Mission, Hope Van, sobering center, medical respite center, and other community provider entities that serve the population.

Shasta County FQHCs are moving towards a model of intensive outpatient care management to better engage patients with complex medical and social non-medical needs in their plan of care and coordinate care to improve health outcomes and reduce ED visits and inpatient admissions. Shasta County is part of the first cohort of counties scheduled to implement the 2703 Health Homes for Complex Patients Program that is currently planned to begin January 2017. Given the number of questions that remain regarding the target population for both programs, coordination strategies will be developed during PY 2 to ensure that there will be no duplication of medical case management and other services that may be reimbursed by Medi-Cal under the 2703 Health Homes Program.

Shasta County HHSA will conduct a procurement process to contract for intensive medical case management services under the WPC pilot program. Two of the largest FQHC providers in the county, Shasta Community Health Center and Hill Country Health and Wellness Center, have been actively involved in the planning of this application and have informed development of the medical case management intervention. When an individual is identified at one of the entry points as eligible for enrollment in the WPC pilot program, they will be referred to an intensive case manager. The intensive case manager will provide care coordination and case management services to connect patients to needed primary care and specialty care, make referrals for non-medical social service needs, track referrals, and assist patients in accessing needed care.

Behavioral Health Services

Three key strategies and interventions will provide behavioral health services for the target population, including:

Mental Health Resource Center: The mental health resource center will serve as a hub for behavioral health services for the WPC pilot target population, and will serve as an alternative to the ED for individuals experiencing less severe mental health crises. Some of the behavioral health clinical services offered will be directly reimbursed by Medi-Cal for the target population. Any services that are Medi-Cal covered services will not be funded by the WPC Pilot Program. The WPC case management coordinator will support WPC pilot participants in

accessing medical, behavioral, and social non-medical services according to identified needs. The WPC case management coordinator will work in collaboration with the medical case managers and housing case managers to coordinate roles and responsibilities, collaboratively plan shared action plans, and ensure no duplication of services for each WPC participant. Licensed clinicians will be available to evaluate and assess a member's immediate needs upon drop-in to the center or by referral from the ED. As members are stabilized, they will have access to many services on site, including substance use disorder group and individual treatment, through co-located SUD treatment providers, groups that address needs associated with anxiety, depression, and pain management. A warm line staffed by individuals with lived experience will be established and outreach staff will be present in the community to work closely with case managers and other partner organizations. A peer-staffed resource center and peer support program will be developed to enhance the wrap around supports offered to the target population. Hill Country Health and Wellness Center will operate the mental health resource center under a contract with Shasta County HHSA. The facility that will house the center is in a separate location from the primary care clinic this organization operates. The Mental Health Resource Center will also operate the Assisted Outpatient Treatment program.

Assisted Outpatient Treatment (AOT): Assisted Outpatient Treatment (AOT) allows certain individuals to be court ordered to participate in outpatient mental health treatment while living in the community. AOT was initially proposed in the early 1980's by families of individuals with the most serious mental illnesses as a way to help. Because individuals with disorders, like schizophrenia, don't recognize they are ill ("Anosognosia"), and see no need to be in treatment, they often decompensate resulting in suicide, homelessness, or incarceration. The criteria to place someone in AOT are easier to meet than the "imminent dangerousness" standard often required for inpatient commitment. AOT allows someone to be ordered into treatment "to prevent a relapse, or deterioration, which would likely result in serious harm to the patient or others." The AOT program consists of two major components:

- Outreach and engagement, and
- Direct mental health treatment services within the evidenced based model of Assertive Community Treatment (ACT).

Outreach and engagement activities are not Medi-Cal reimbursable, and consist primarily of discussion and education with individuals and/or their families about what mental health services are available, and how these can benefit those with serious mental illness. Such contacts and engagement often must occur many times before an individual feels comfortable in taking the next step toward recovery. It is anticipated that approximately 40% of the work in the AOT program will consist of outreach and engagement activities. Individuals willing to actively engage in treatment, or those who are court ordered to participate, will be enrolled in ongoing AOT/ACT mental health services. Many of these services are eligible for reimbursement under Medi-Cal Specialty Mental Health Services including: rehabilitation activities (skill building and education), medication support with psychiatrist and nurses, limited case management, and individual/group therapy sessions. No WPC funds will be utilized to support Medi-Cal covered services.

Mobile Crisis Team (MCT): The MCT will serve as an entry point for WPC Target population individuals who are experiencing an urgent/immediate mental health or substance use crisis situation in the community. There will be 3 teams, each consisting of one clinician and one case manager. At least one MCT will be available to respond to the field/community at large from 6:00 am in the morning until 12:30 am at night, seven days a week. Calls to the MCT for assistance and/or service may be initiated by law enforcement, concerned community members (family, friends, etc), or by the individual themselves. Teams consisting of 2 professionals will allow the MCT to provide services directly to homes, apartments, and businesses without need for law enforcement. In those situations where the referral comes from someone other than law enforcement, and the MCT assesses a serious safety concern, the MCT will notify law enforcement and request 'ride along' assistance and initial contact. Law enforcement will make initial contact, and perform a short 'standby' service until the MCT communicates an 'all clear'. In those situations where the individual is either a 5150 (and refusing intervention), or is significantly demonstrating intoxication, law enforcement will detain and escort to an emergency room or sobering center.

Sobering Center: The critical overcrowding of the EDs in Redding is impacted due to housing of intoxicated individuals who require time to sober up before a psychiatric assessment can be conducted. Shasta County HHSA and our community partners seek to establish a Sobering Center that offers a safe and appropriate place for individuals who are intoxicated as an alternative to the emergency department and are not in need of further mental health evaluation. The Sobering Center will be developed under WPC pilot and services will be available to support the WPC target population. Shasta County HHSA will develop a request for proposal to identify a contractor to operate the Sobering Center. While the center itself will not require certification, qualified entities must demonstrate/be certified Drug Medi-Cal or other alcohol/drug treatment providers with experience working with the WPC pilot target population.

Linkages to Substance Use Disorder Treatment Services: Analysis of the target population for the WPC pilot underscores the importance of connecting these individuals to residential and outpatient substance use disorder (SUD) treatment services. SUD treatment providers will play a key role in the services delivered to WPC pilot program participants. Through the WPC pilot, enhanced referral relationships will be established to ensure coordination between the HHSA ED-based clinicians, three Drug Medi-Cal (DMC) treatment providers, primary care medical homes, housing case management services, and the mental health resource center. Intensive medical case managers will use motivational interviewing in conjunction with DMC providers to encourage patients with SUD disorders to enroll in an appropriate level of SUD treatment. In addition, motivational interviewing will be used to engage patients in the sobering center to encourage them to seek treatment in a detoxification center currently operated by one of the local DMC providers. The FQHCs will continue to expand their outpatient SUD services to provide an integrated setting for individuals with SUDs who also are enrolled in their primary care services. The WPC Steering Committee offers key opportunities to address SUD treatment related issues community-wide. All three Drug Medi-

Cal providers participate (Empire Recovery, Right Roads, Visions of the Cross) and can raise and address challenges and identify collective solutions.

Coordinated Entry and Housing Services

The Shasta County and Redding Continuum of Care is developing a strategic plan for expansion of housing services. This effort presented an opportunity to integrate evidence-based solutions to address homelessness in Shasta County. The two local housing authorities, local non-profits, Shasta County HHSA, the WPC Steering Committee and the CoC are working to align strategies in this strategic plan and the housing services and supports offered through the WPC pilot in order to leverage and more effectively coordinate housing services. The WPC Pilot Program offers an opportunity to enhance the existing Continuum of Care (CoC) coordination in order to provide the necessary infrastructure to develop a County-wide Coordinated Entry system for Homeless services that currently is lacking, but is critical to the success of the WPC Pilot program. Specific activities of the CoC will include convening of local housing service providers to better coordinate services, sharing information about the WPC pilot program to enhance community buy-in and referrals, building relationships and trust across housing agencies in the county, evaluating coordinated entry tools and identifying those that will work best in Shasta County, collecting and reporting program data to support the project, and informing selection, implementation and training on the HMIS system.

The strategic plan promotes Coordinated Entry as a key strategy for Shasta County. Coordinated Entry creates a centralized system for effectively prioritizing and matching people to the resources they need to regain housing or never become homeless in the first place. The planned coordinated entry approach will utilize one consolidated assessment tool that measures housing and health care, behavioral health and other needs across all provider entities included in the pilot. Through the coordinated entry approach WPC participants will be referred to housing case managers trained to assist participants in finding and maintaining stable housing. Under the WPC pilot the housing case managers would build collaborative relationships with the county agencies, Drug Medi-Cal providers and the intensive medical case managers serving WPC enrollees to ensure an efficient referral process and coordinate housing supports with the mental health and substance use treatment services and patient-centered health homes services. WPC pilot funding will be used to enhance the case management services offered to individuals, such as contracting with a local non-profit to employ a volunteer coordinator who will recruit and train volunteers as case manager extenders to make regular contact with individuals housed through the project. Collaboration between agencies will help to prioritize housing vouchers for WPC enrollees to ensure rapid re-housing of participants or help prevent homelessness before that occurs. A more comprehensive Homeless Management Information System (HMIS) computer software product will be implemented among service providers to better collect and share data about homeless individuals and case management services.

Other Social Non-Medical Services

In addition to housing services, other social non-medical services will be integrated into the services and interventions to support the WPC pilot participants. The mental health resource

center will be the primary hub for coordinating these services, which may include enrollment in CalFresh, General Assistance and other public benefit programs, employment skills training, parenting classes, and other services as identified.

3.2 Data Sharing

The WPC Pilot program will employ three primary sources of data on program participants to coordinate services, monitor progress and assess performance and outcomes on identified metrics. These sources include health plan claims data provided by Partnership HealthPlan of California (PHC), electronic health records maintained by HHSA and FQHCs for primary care and behavioral health services and outcomes, program reports from case managers and other pilot partners, and HMIS.

PHC currently provides select providers in their primary care network with information on the highest cost members through their Intensive Outpatient Care Management program. Under the WPC pilot, similar strategies to identify members that are eligible for enrollment in the pilot will be explored. Bi-directional data sharing will include:

- Partnership HealthPlan will provide lists of WPC pilot potentially eligible health plan members to FQHCs for outreach.
- FQHCs will send PHC information on WPC pilot participant for formal enrollment into WPC pilot program.
- FQHCs will track services provided to WPC pilot participants in an excel workbook (modeled after practice under the IOPCM program). Program reports will be prepared and shared with Shasta County HHSA and PHC.

PHC will also support measurement on the universal and variant metrics described in this application for the population of WPC pilot enrolled participants. HHSA will request claims data for WPC enrolled participants for identified pilot metrics for inclusion in WPC pilot program reports in accordance with requirements outlined in the STC and program reporting guidelines.

The two hospital partners will also be involved in bi-directional data sharing activities. Through collaborative data sharing activities between the hospitals, the managed care plan and the FQHCs, information on ED visits, hospital admissions and hospital discharges will be provided to FQHCs for WPC participants in a timely manner. This will assist medical case managers in their work with WPC participants to plan and achieve shared goals.

Any data sharing activities related to Personal Health Information/Personal Information (PHI/PI), mental health or substance use disorder services information, between HHSA, Partnership HealthPlan, and participating network providers will comply with all applicable state and federal law. Required patient consent to share information across provider entities will be obtained as appropriate to support data sharing activities.

The Shasta County HHSA Adult Services Branch operates the specialty mental health plan. Cerner is the electronic health record used for services provided through the County specialty

mental health clinics. As permitted by all relevant state and federal law protecting privacy, information on individuals served through county-operated specialty mental health services may be shared with the mental health resource center in order to coordinate the plan of care across service sites and teams.

The mental health resource center, which will be operated by Hill Country Health & Wellness Center, will use Centricity Practice Management Solutions, their electronic health record, to track patient activity and services. Additional data system capabilities will be needed to track resource center activities and outcomes. Identification and implementation of the system will be completed during Program Year 2 of the WPC Pilot. Shasta Community Health Center utilizes NextGen as their electronic health record and will be the primary source of clinical data on WPC participants that are assigned members. In addition to data in the health center EHR systems, Shasta County is part of a 12-county Health Information Exchange (HIE) operated by SacValley MedShare. The HIE is in early stages but will be a focus for the WPC pilot in building capacity across health systems and providers to coordinate and integrate care.

The Redding Area Homelessness Coalition Project worked with HomeBase to document the costs and impact of homelessness in Shasta County. The study finds that Shasta County's financial cost for responding to homelessness is $34.2 million annually. The Coalition is establishing a strategic plan to respond to homelessness in Shasta County. A priority outlined in the plan is to "Implement a community-wide system for data collection and performance measurement". The WPC pilot provides the opportunity to ensure coordination of the HMIS system with the health and other social non-medical services that will be required to adequately respond to the needs of homeless individuals. Shasta County will implement an expanded HMIS, with greater participation across the County. The housing case managers will be active users of the system along with other homeless service providers. In addition, the WPC pilot staff will explore extending access as appropriate for the mental health resource center case management coordinator and clinical staff to support the continuum of services provided to WPC pilot participants.

Section 4: Performance Measures, Data Collection, Quality Improvement and Ongoing Monitoring

4.1 Performance Measures

Shasta County HHSA has established performance measures that utilize both qualitative and quantitative data to monitor implementation of the pilot and achievement of pilot goals. The performance measures outline the impact of the WPC pilot interventions and services for the target population on related health outcomes and health care utilization. Variant metrics selected are currently reported under PHC Quality Improvement Program (QIP) or HEDIS reporting and therefore have gone through extensive clinical review in the region. Responsibility for collecting process and outcome data is shared among the lead entity, the Shasta County Health and Human Services Agency (HHSA), and participating community

partners. Shasta County HHSA will adapt existing data collection tools and protocols for measuring performance over the five-year pilot period.

Shasta County HHSA will hire two primary personnel to provide administrative management of the pilot. The Community Development Coordinator and data analyst (Senior Agency Staff Services Analyst) will be responsible for day-to-day monitoring and management of all pilot contractors, activities, and reporting. HHSA will be responsible for collecting and aggregating pilot data related to the universal and variant metrics identified below and reporting of pilot program data to DHCS. The HHSA pilot staff members will also lead PDSA activities in collaboration with pilot partner entities to support achievement of pilot targets.

HHSA WPC Pilot staff will work with Partnership HealthPlan of California (PHC) to review claims data to support ongoing assessment of pilot program performance and reporting on identified universal and variant metrics. HHSA staff will also work with the two FQHCs to collect clinical and patient encounter data from electronic medical records to support performance measurement and report.

The Shasta County WPC Pilot includes a housing component and as such a variant metric related to housing has been identified to assess performance. HHSA staff will work with the Continuum of Care (CoC) collaborative and relevant partner entities with responsibility for the HMIS as well as with housing case managers to develop data collection and reporting processes that are aligned with the identified metric.

4.1.a Universal Metrics

Please check the boxes below to acknowledge that all WPC pilots must track and report the following universal metrics. Please list the WPC pilot goal for each metric.

- ☑ Health Outcomes Measures
- ☑ Administrative Measures

Health Outcomes Measures

1. Ambulatory Care – Emergency Department Visits [Adults] (HEDIS).
   Pilot Goal: Reduce emergency department visits for the WPC target population by 10% per year.

2. Inpatient Utilization – General Hospital/Acute Care [Adults] (HEDIS).
   Pilot Goal: Reduce inpatient Utilization for the WPC target population by 10% per year.

3. Follow-up After Hospitalization for Mental Illness [Adult] (HEDIS).
   Pilot Goal: Increase follow-up within 7 days post-discharge for Mental Illness [Adults] for the WPC target population by 5% per year.

4. Initiation and engagement of alcohol and other drug dependence treatment [Adults] (HEDIS).

Pilot Goal: Increase initiation and engagement of AOD dependence treatment for WPC target population by 3% per year.

Administrative Measures

1. Proportion of participating beneficiaries with a comprehensive care plan, accessible by the entire care team within 30 days of enrollment in WPC pilot.
   Pilot Goals:
   a) Achieve 75% of participating beneficiaries with a comprehensive care plan within 30 days of enrollment in the pilot.
   b) Achieve 50% of participating beneficiaries with a comprehensive care plan within 30 days of the beneficiary's anniversary of participation in the pilot (to be conducted annually).

2. Care coordination, case management, and referral infrastructure.
   Pilot Goals:
   a) Submit documentation demonstrating the establishment of care coordination, case management and referral policies and procedures across the WPC Pilot lead and all participating entities, which provide for streamlined beneficiary case management by June 30, 2017.
   b) Establish an oversight process to review compliance across the WPC Pilot lead and all participating entities with the policies and procedures by June 30, 2017.
   c) Establish a method to compile and analyze information and findings from the monitoring procedures and a process to update policies and procedures by December 31, 2017.
3. Data and information sharing infrastructure.
   Pilot Goals:
   a) Submit documentation demonstrating the establishment of data and information sharing policies and procedures across the WPC Pilot lead and all participating entities that provide for streamlined beneficiary care coordination, case management, monitoring, and strategic improvements, to the extent permitted by applicable state and federal law, by December 31, 2017.
   b) Establish monitoring procedures for oversight of how the WPC Pilot lead and all participating entities are operationalizing policies and procedures for data and information sharing – including 1) a process for regular review to determine any needed modifications, and 2) utilization of PDSA with measurement and testing necessary changes a minimum of semi-annually – by December 31, 2017.
   c) Establish a method to compile and analyze information and findings from the data and information sharing monitoring procedures, and a process to update the data and information sharing policies and procedures in a streamlined manner and within a reasonable timeframe in accordance with PDSA findings by December 31, 2017.

4.1.b Variant Metrics

Variant Metric	Numerator	Denominator	PY 1 Baseline	PY2	PY 3	PY 4	PY 5
Variant Metric 1 Administrative: Average number of monthly contacts by WPC pilot case manager per WPC Participant.	Total number of contacts per month	Total number of WPC participants	1	Up to 300% improvement over PY1	Up to 15% improvement over PY2	Up to 10% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 2: Comprehensive diabetes care: HbA1c Poor Control <8%	Within the denominator, who had HbA1c control (<8.0%)	Members 18–75 years of age with diabetes (type 1 and type 2)	47.1%	Maintain baseline	Up to 5% improvement over PY2	Up to 5% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 3: Depression Remission at 12 Months (NQF 0710)	Adults who achieved remission at twelve months as demonstrated by a twelve month (+/- 30 days) PHQ-9 score of less than five	Adults age 18 and older with a diagnosis of major depression or dysthymia and an initial PHQ-9 score greater than nine during an outpatient encounter	15%	Maintain baseline	Up to 5% improvement over PY2	Up to 5% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 4: NQF: 0104 Suicide Risk Assessment	Patients who had suicide risk assessment completed at each visit	All patients aged 18 years and older with a new diagnosis or recurrent episode of Major Depressive Disorder	0%	Maintain baseline	Up to 5% improvement over PY2	Up to 5% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 5: Housing: Permanent Housing	Number of participants in housing over 6 months	Number of participants in housing for at least 6 months	5%	Up to 5% improvement over PY1	Up to 10% improvement over PY2	Up to 15% improvement over PY3	Up to 15% improvement over PY4

4.2 Data Analysis, Reporting and Quality Improvement

Shasta County HHSA staff will develop and document data collection, reporting and analysis procedures for the WPC Pilot interventions, strategies, and participant health outcomes. To the extent possible, analysis of return on investment for the WPC Pilot will be analyzed using Partnership HealthPlan claims data and other data as identified under the pilot.

Program data related to interventions will be collected through the following sources:

- Intensive Medical Case Managers – will be required to report on all WPC Pilot activities including contacts with WPC enrolled participants, engagement in outreach activities, and related outcomes for WPC participants.
- Housing Case Managers – will be required to report on all WPC Pilot activities including contacts with WPC enrolled participants, engagement in outreach activities, and related outcomes for WPC participants.
- Mental Health Resource Center – will be required to submit data on WPC participants served and utilization of behavioral health services.
- Sobering Center – will be required to report utilization data on number of unduplicated individuals served and length of stay.

Initially, WPC Pilot data will be collected through standardized reporting templates (excel spreadsheet) developed by the HHSA Data Analyst. The reporting templates will be designed to collect data related to the metrics identified above and additional data required for pilot budget management. These processes are currently utilized to manage contractors, including Full Service Partnership (FSP) contractors. Dashboards on services provided will be produced and analyzed to monitor performance, assess gaps and evaluate impact on outcomes.

HHSA will explore during PY 2 opportunities to procure a data system that can support collection of relevant WPC pilot data across services, interventions and existing data systems (e.g. CalOMS, HMIS, EHR/HIE). This may include purchasing licenses for a software solution that can be implemented across agencies.

A Utilization Review Committee will be convened to review and inform data analysis and ongoing monitoring of performance. This committee will inform WPC pilot PDSA activities developed under the pilot to address areas for improvement. The managed care plan, Partnership HealthPlan, as well as other required project partners will participate in PDSA activities. The Utilization Review (UR) Team will review data collected from across the provider entities involved the pilot. These meetings will convene staff across all WPC pilot provider entities, including the FQHCs, Housing case managers, Hospitals, and the health plan. The Community Development Coordinator and Data Analyst (ASSA) will convene meetings monthly during PY 1 and 2 with the option to move these meetings to quarterly in PY 3- 5 once systems are established.

4.3 Participant Entity Monitoring

Shasta County HHSA is the lead entity for the WPC Pilot and will be responsible for monitoring of all contracted provider entities. The Community Development Coordinator will conduct

oversight and monitoring of all contractors in accordance with Shasta County contracting policies and procedures. A clear scope of work with all deliverables, timelines and specification of services will be developed for each contractor. The Community Development Coordinator will meet with contracted entities on a routine basis (at least annually) to assess performance, provide technical assistance when a contractor is not meeting the identified terms of the contract, and to impose corrective action if required. Shasta County maintains the right to terminate any contracted entity that is not able to meet the terms of correction actions or the agreed upon scope of work.

Section 5: Financing

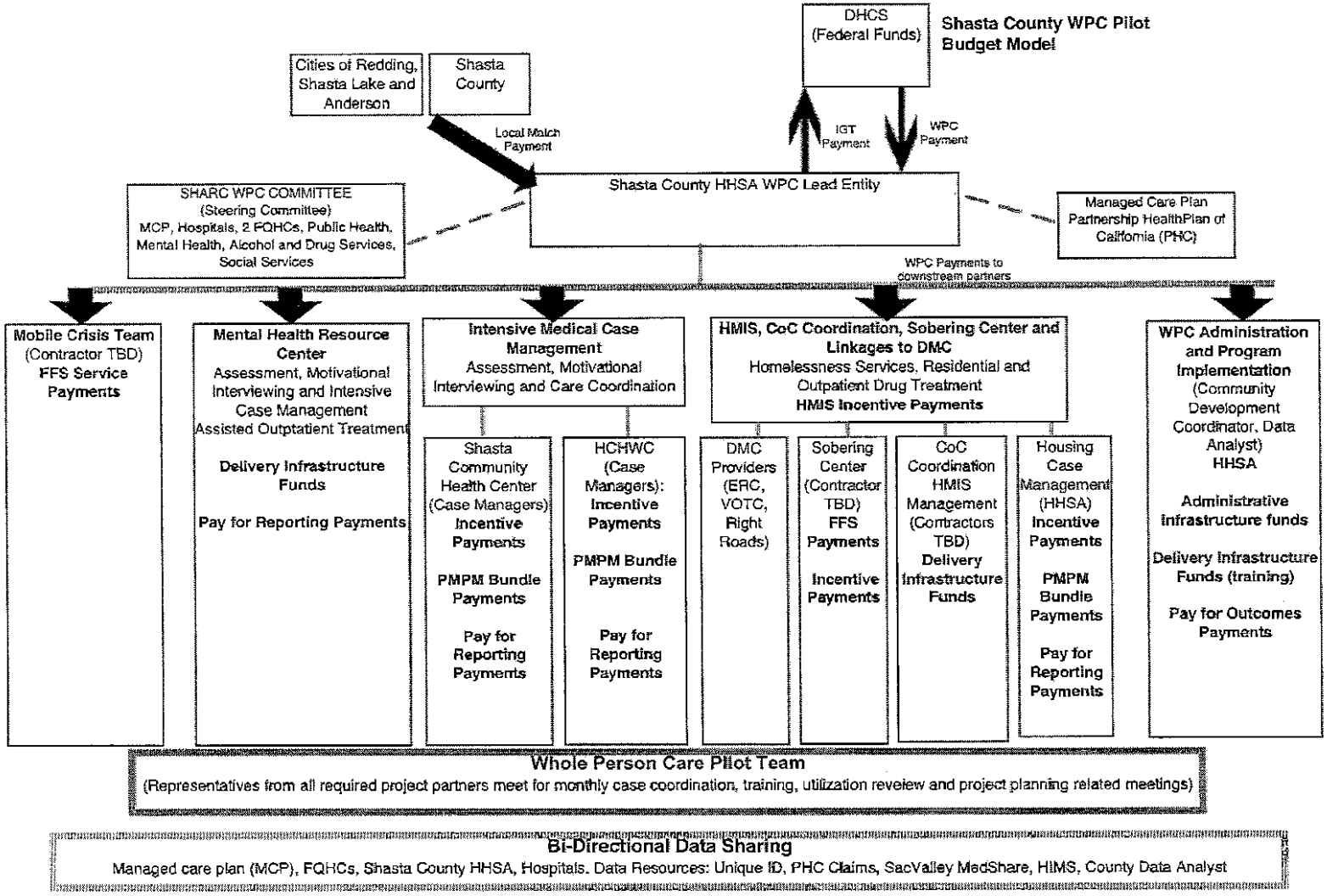
5.1 Financing Structure

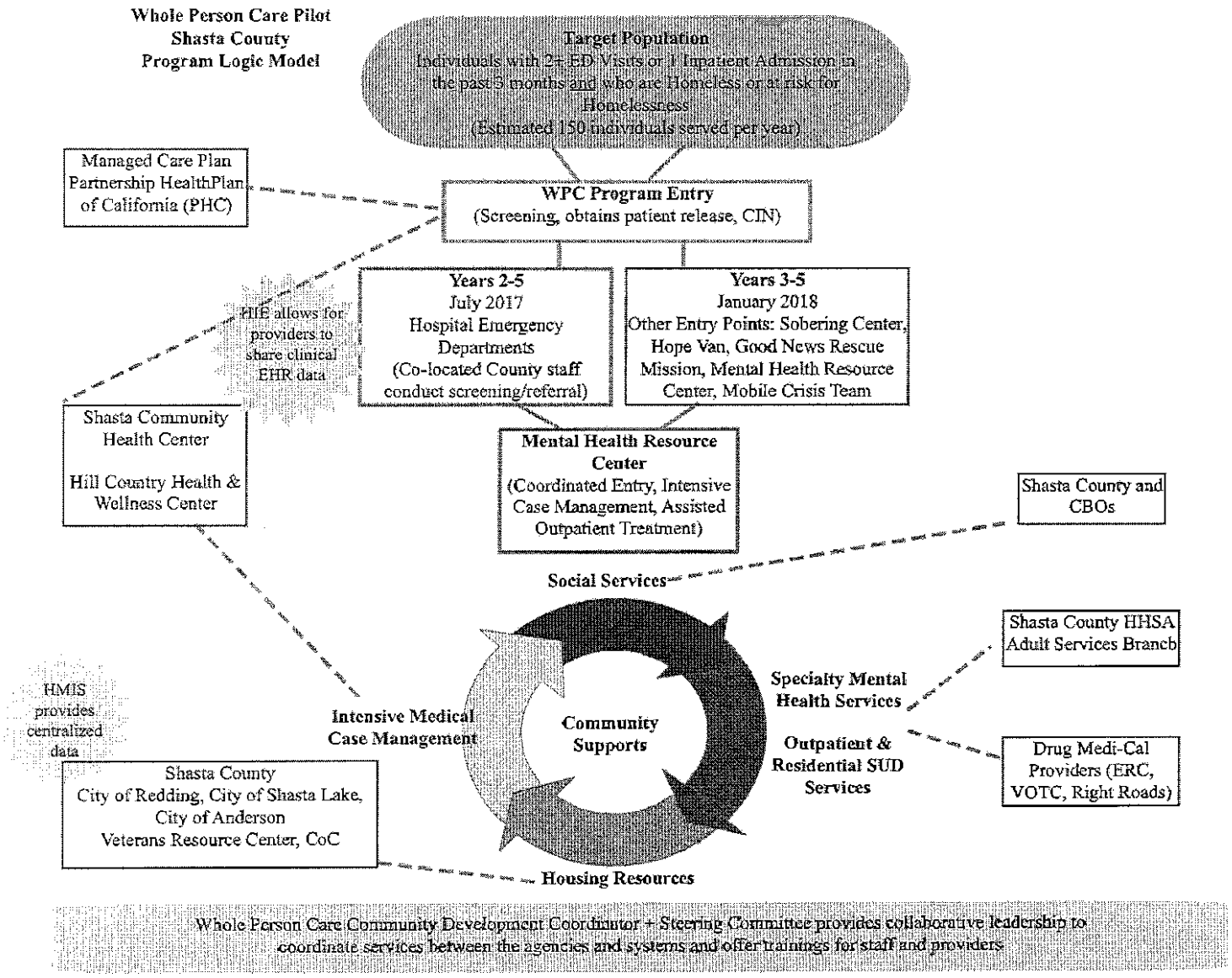
Local funds for the WPC pilot will originate with the County of Shasta and the cities of Redding, Anderson, and Shasta Lake. Agreements between the County of Shasta and the three cities will be needed to transfer the city funds to the county for the pilot. The County of Shasta will conduct the procurement processes for contractors, and will develop contracts with the successful applicants. Shasta County HHSA will transfer funds through the IGT process and receive the matched funds as part of the WPC payment, as illustrated in the budget model.

Payments to contractors will be in the form of (1) infrastructure payments based on cost, (2) fee-for-service payments, (3) Incentive payments, (4) PMPM bundled payments, and (S) Pay for Reporting. Payments will be made on a quarterly schedule based on invoices and reported deliverables. Payments will be tracked through the county's accounting system, and the capped compensation amounts in the contracts will assure that sufficient funds are available for the entire project. The county will use several local funding streams for local match, and will use revenue from year one of the pilot for cash flow until the federal match is reimbursed after PY2.

We will experiment with bundled or PMPM payment arrangements for intensive medical case management and housing case management. An important component of project management and oversight will be assisting case management teams with measuring the efficacy and cost effectiveness of various services and the impact of these services in reducing health care costs.

5.2 Funding Diagram




Whole Person Care Pilot
Shasta County
Program Logic Model
Target Population
Individuals with 2+ ED Visits or 1 Inpatient Admission in the past 3 months and who are Homeless or at risk for Homelessness
(Estimated 150 individuals served per year)
Managed Care Plan
Partnership HealthPlan of California (PHC)
WPC Program Entry
(Screening, obtains patient release, CIN)
HIE allows for providers to share clinical EHR data
Years 2-5
July 2017
Hospital Emergency Departments
(Co-located County staff conduct screening/referral)
Years 3-5
January 2018
Other Entry Points: Sobering Center, Hope Van, Good News Rescue Mission, Mental Health Resource Center, Mobile Crisis Team
Shasta Community Health Center
Hill Country Health & Wellness Center
Mental Health Resource Center
(Coordinated Entry, Intensive Case Management, Assisted Outpatient Treatment)
Shasta County and CBOs
Social Services
Shasta County HHSA Adult Services Branch
HMIS provides centralized data
Intensive Medical Case Management
Community Supports
Specialty Mental Health Services
Outpatient & Residential SUD Services
Drug Medi-Cal Providers (ERC, VOTC, Right Roads)
Shasta County
City of Redding, City of Shasta Lake, City of Anderson
Veterans Resource Center, CoC
Housing Resources
Whole Person Care Community Development Coordinator + Steering Committee provides collaborative leadership to coordinate services between the agencies and systems and offer trainings for staff and providers

5.3 Non-Federal Share

The following entities will provide the non-federal share to Shasta County HHSA to be used for payments under the WPC pilot.

1. Shasta County Health and Human Services Agency
2. City of Redding
3. Shasta County Housing Authority
4. City of Anderson
5. City of Shasta Lake

5.4 Non-Duplication of Payments and Allowable Use of Federal Financial Participation

WPC Pilot payments shall support 1) infrastructure to integrate services among local entities that serve the target population; 2) services not otherwise covered or directly reimbursed by Medi-Cal to improve care for the target population such as housing components; and 3) other strategies to improve integration, reduce unnecessary utilization of health care services, and improve health outcomes.

Broadly speaking, the local funds and the federal WPC pilot match will be used to fund the projects described in this proposal. There will be some non-Medi-Cal clients served, and some services provided through the projects will be billable to Medi-Cal. HHSA and its contractors will track which enrolled individuals are enrolled in the WPC pilot to determine which are enrolled in Medi-Cal. Only the services rendered to Medi-Cal beneficiaries will be claimed for federal match through the WPC pilot. Only services that are not Medi-Cal billable will be claimed for federal match through the WPC pilot.

The vast majority of the activities and interactions of the care coordination teams will not duplicate Medi-Cal's tareted case management (TCM) benefit. Specifically, the medical case management and housing case management services and interventions depart significantly from the encounter-based structure of TCM, and in the vast majority of cases the counters between medical case management and housing case management teams and WPC participants would not be eligible for reimbursement under TCM. Shasta County Health and Human Services Agency does claim for Targeted Case Management (TCM), however the work is focused on families at risk of entering the child welfare system, and is conducted by a local non-profit called the Child Abuse Prevention Coordinating Council (CAPCC). CAPCC provides TCM services for parents of children three to five years of age who are enrolled in select state preschools. The vast majority of this population is quite distinct from the target population of the WPC Pilot, homeless adults with a mental illness or a substance use disorder. Any homeless families who are encountered by the CAPCC staff will be referred to the Family Stabilization program in CalWORKs, and not to the WPC Pilot. Moreover, the scope of care support and coordination activities available through WPC is intended to be more robust than available through Medi-Cal TCM. WPC teams will engage in activities such as relationship building, peer support, motivational supports, disease specific education, wellness education, and general reinforcement of health concepts, which are distinct from and outside the TCM benefit. WPC

will also provide direct social and other services that would not be recognized as TCM, such as benefits advocacy, housing transition services, and enhanced care coordination. For these reasons we have concluded that the vast majority of WPC Pilot activities will not duplicate services available through Medi-Cal TCM. However, in response to concerns of duplication of payment, we have applied a TCM budget adjustment to the medical case management to reduce our request for WPC funds. The TCM budget adjustment can be found in the corresponding service description.

5.5 Funding Request

In addition to this narrative, please see the attached WPC Pilot Application – Budget Summary document and the budget detail narrative documentation.

Funding from Shasta County's WPC pilot program is separated into the following main categories: Administrative Infrastructure, Delivery Infrastructure, Incentive Payments, PMPM Bundles, Pay for Reporting and Pay for Outcomes. Shasta County is requesting a total of $3,898,678 per year for 5 years of the pilot program.

The funding requests for each year by budget categories are as follows:

- Program Year 1 – the requested budget amount of $3,880,710 is for the submission of the application ($2,910,553) and the required baseline data ($970,178).
- Program Years 2 - 5 – the requested budget amount of $3,880,710 is for the initial year of implementation and delivery of services under the WPC pilot program. It is anticipated the pilot will serve a total of 150 WPC participants.

Budget Category	Year 2	Year 3	Year 4	Year 5
Administrative Infrastructure	290,000	290,000	290,000	290,000
Delivery Infrastructure	2,177,291	1,518,529	1,518,529	1,518,529
Incentive Payments	55,250	55,250	55,250	55,250
FFS Services	646,088	646,088	646,088	646,088
PMPM Bundle	658,761	1,317,523	1,317,523	1,317,523
Pay for Reporting	37,800	37,800	37,800	37,800
Pay for Outcomes	15,520	15,520	15,520	15,520
Totals	$3,880,710	$3,880,710	$3,880,710	$3,880,710

The following activities are attributable to the identified budget categories:

1. **Administrative Infrastructure** includes HHSA personnel required for the day-to-day implementation, monitoring and evaluation of the WPC pilot program. The personnel included in administrative infrastructure will be responsible for data collection and program reporting, management of contract partners, management of program budgets and fiscal administration, and data analysis and PDSA activities. This category also includes costs for licensing software for HHSA personnel and partner entities to collect and analyze program

data and support reporting on pilot program metrics. Additional detail on the cost breakdown is included in the attached budget detail narrative.

2. **Delivery Infrastructure** includes funding for the mental health resource center, coordination of the Continuum of Care (CoC) for Redding and Shasta County, licensing of a new Homeless Management Information System (HMIS), and training for WPC pilot staff and partners to build capacity for cross agency coordination, educate staff on data and information sharing policies and procedures, and support data collection, reporting, and PDSA activities. Additional detail on the cost breakdown is included in the attached budget detail narrative. In PY2 50% of the costs for medical case management teams and housing case management teams are included in the delivery infrastructure line to allow for time spent developing the programs and establishing data sharing agreements across agencies.

3. **Incentive Payments** include the following:
    - HMIS incentive to input a homeless person's intake information into the Homeless Management Information System (HMIS). Estimate a total of 150 WPC participants per year and $10 per HMIS entry. This activity will be conducted by CoC Coordinator and HHSA housing case managers. The incentive payments will be split as follows: 100 for CoC and 50 for housing case management based on completion of HMIS data entries.
    - Sobering Center incentive for each WPC enrolled participant in the sobering center who enters detox program and stays at least 72 hours. Estimate that of WPC participants served by sobering center 50 will enter detox annually.
    - Housing Support Volunteers incentive will be paid to HHSA Housing Support Volunteer Program for each 100 home visits to WPC enrolled participants completed per volunteer. Estimate 5,000 home visits per year.
    - Housing case management incentive for each WPC enrolled participant who stays in permanent housing for at least 6 consecutive months. Estimate 50 per year; 75% of incentive paid to housing case management and 25% to intensive medical case management.
    - Reduced ED utilization incentive for each WPC enrolled participant who has <2 emergency department visits for 6 consecutive months. Estimate 50 per year; 75% of incentive paid to intensive medical case management and 25% to housing case management.

4. **Fee-for-Service Payments** include two services that are part of the WPC pilot program, the Sobering Center, and the Mobile Crisis Team.
    - The **Sobering Center** will be operated by a contractor and will offer an alternative to emergency department visits for WPC participants with substance use disorders who are intoxicated in the community. The sobering center is estimated to provide 650 encounters for WPC pilot participants per year. Payments are $250 per encounter for a WPC enrolled participant based on estimated cost. Additional cost detail is included in the attached budget detail narrative.

- The **Mobile Crisis Team (MCT)** will include 3 teams, each consisting of one clinician and one case manager. At least one MCT will be available to respond to the field/community at large from 6:00 am in the morning until 12:30 am at night, seven days a week. The MCT FFS rate will be $134.33 based on projected cost and estimated face-to-face contacts with WPC enrolled participants of 300 per month or 3,600 annually. Additional detail on the cost breakdown is included in the attached budget detail narrative.

5. **PMPM Bundle Payments** include two services that are part of the WPC pilot program, the Intensive Medical Case Management and Housing Case Management. WPC participants are eligible to receive services from more than one service bundle (i.e., medical and housing case management) and/or FFS service as there is no duplication of services across these distinct service lines. Participants will receive services according to the eligibility criteria established for each distinct type of service as described in the Budget Narrative.
   - **Intensive Medical Case Management** will be provided to WPC enrolled participants (not eligible for 2703 Health Home). A clinician case manager and patient navigator team will be developed to support the target population. Bundled services will include a comprehensive assessment, patient-centered care plan, care coordination, nursing support for management of chronic conditions, home visits, coordination with housing case manager, coordination with mental health resource center and substance use providers, and medication monitoring support. These teams will be operated out of Shasta Community Health Center and Hill Country Health & Wellness Center (Redding primary care clinic site). Costs are budgeted for the sub-set of 100 WPC enrolled participants that are estimated to be served through intensive medical case management with an estimated 1,000 member months annually. PMPM Bundle is valued at $595.00. Additional detail on the cost breakdown is included in the attached budget detail narrative.
   - **Housing Case Management** will be provided to WPC enrolled participants that are homeless or at risk of homelessness. A team of social workers will provide case management and housing support services to assist individuals find stable housing. Social workers and volunteer peer support specialists will conduct home visits to assess barriers to maintaining housing and address identified needs. Peer support will encourage participation in substance use treatment, mental health resource center wellness programs, and other community programs to promote recovery and maintain housing. Costs are budgeted for the sub-set of 100 WPC enrolled participants that are estimated to be served through housing case management with an estimate of 885 member months annually. PMPM Bundle is valued at $816.41. Additional detail on cost breakdown is included in the attached budget detail narrative.
   - **Targeted Case Management** The vast majority of the activities and interactions of the care coordination teams will no duplicate Medi-Cal's targeted case management (TCM) benefit. Specifically, the medical case management and housing case management services and interventions depart significantly from the encounter-

based structure of TCM, and in the vast majority of cases the counters between medical case management and housing case management teams and WPC participants would not be eligible for reimbursement under TCM. Shasta County Health and Human Services Agency does claim for Targeted Case Management (TCM), however the work is focused on families at risk of entering the child welfare system, and is conducted by a local non-profit called the Child Abuse Prevention Coordinating Council (CAPCC). CAPCC provides TCM services for parents of children three to five years of age who are enrolled in select state preschools. The vast majority of this population is quite distinct from the target population of the WPC Pilot, homeless adults with a mental illness or a substance use disorder. Any homeless families who are encountered by the CAPCC staff will be referred to the Family Stabilization program in CalWORKs, and not to the WPC Pilot. Moreover, the scope of care support and coordination activities available through WPC is intended to be more robust than available through Medi-Cal TCM. WPC teams will engage in activities such as relationship building, peer support, motivational supports, disease specific education, wellness education, and general reinforcement of health concepts, which are distinct from and outside the TCM benefit. WPC will also provide direct social and other services that would not be recognized as TCM, such as benefits advocacy, housing transition services, and enhanced care coordination. For these reasons we have concluded that the vast majority of WPC Pilot activities will not duplicate services available through Medi-Cal TCM. However, in response to concerns of duplication of payment, we have applied a TCM budget adjustment to the medical case management to reduce our request for WPC funds. The TCM budget adjustment can be found in the corresponding service description.

6. **Pay for Metric Reporting** includes payments to support time spent on collecting and reporting the data required under the WPC pilot program. The following pay for reporting metrics are included:
    - FQHC reporting of clinical encounter data, case management services data, and other data collection related to WPC pilot enrolled participants required for WPC Pilot monthly reporting for participating entities. Also includes time for preparation of semi-annual progress reports.
    - Housing case management program reporting includes case management services data, home visits, peer support services, and other data collection related to WPC pilot enrolled participants required for WPC pilot monthly reporting. Also includes time for preparation of semi-annual progress reports.
    - Housing volunteer program pay for reporting includes 4 hours per month for data collection and reporting on volunteer peer home visits and other support services for WPC pilot enrolled participants and time to prepare 2 semi-annual reports.
    - Mental health resource center pay for reporting includes 8 hours per month for data collection on touches and outreach encounters with WPC participants (demographic information, types of services offered, participation in wellness programs, etc.) and reporting. Also includes time to prepare 2 semi-annual reports.

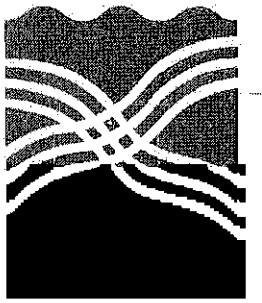
7. **Pay for Metric Outcome Achievement** includes payments for achievement of one outcome measure. The measure selected is Increase follow-up within 7 days post-discharge for Mental Illness [Adults] for the WPC target population. The pilot goal is to increase follow-up by 5% per year. In PY2 the metric payment is based on maintaining baseline established through reporting in PY1. For PY 3 the estimated target is 50%; PY 4 the target is 55%; and in PY 5 the target is 60%.

Section 6: Attestations and Certification

6.1 Attestation

Page intentionally left blank. See Whole Person Care Agreement Section A for Attestations and Certification.

PARTNERSHIP



of CALIFORNIA

June 22, 2016

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Partnership HealthPlan of California (PHC) is pleased to submit this letter of support for the Shasta County Whole Person Care Pilot application. As the Medi-Cal Managed Care Plan (MCP) in Shasta County, PHC is committed to testing intensive interventions that aim to reduce emergency department visits and inpatient admissions, to control health care resource utilization, and to improve health outcomes.

PHC is committed to working in partnership with Shasta County Health and Human Services Agency and the broad collaborative of partners in Shasta County to implement the Whole Person Care Pilot initiative described in this application.

PHC is actively engaged as a member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and with our network of providers to identify needs of Medi-Cal beneficiaries and gaps in the existing service delivery system. We have been part of the planning meetings in preparation for this application and support the services, interventions, and care coordination strategies proposed to engage and support individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness in Redding and the surrounding communities.

PHC will serve on the Steering Committee for the Whole Person Care Pilot program and support the implementation, monitoring and evaluation of the program through the data sharing activities described in the application, including providing data on high utilizing patients to inform outreach and referral strategies for this initiative.

Sincerely,

Liz Gibboney
Chief Executive Officer
Partnership HealthPlan of California

4665 Business Center Drive, Fairfield, CA 94534
(707) 863-4100 • fax (707) 863-4117

Health and Human Services Agency

Donnell Ewert, MPH, Director

2650 Breslauer Way
Redding, CA 96001-4246
Phone: (530) 225-5899
Fax: (530) 225-5903
CA Relay Service: (800) 735-2922

June 17, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of participation on behalf of the Shasta County Health and Human Services Agency for the Shasta County Whole Person Care Pilot application. The need for enhanced services and supports to coordinate medical care and social non-medical services for our most vulnerable residents is a priority and as such we would like to express our full support and participation as the lead agency in the pilot initiative.

Rural communities like ours suffer from lack of access to health care and community resources. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our community.

The Shasta County Health and Human Services Agency (HHSA) offers an array of services so that our residents can be full of healthy people in thriving and safe communities. Our agency is now made up of five branches that include the functions of Public Health, Mental Health, Alcohol and Drug Services, and Social Services. Through the Whole Person Care pilot initiative we will test strategies to coordinate services across our agency and work with our community partners, local hospital systems, federally qualified health centers, other contract providers, and Partnership HealthPlan of California to more efficiently address the needs of individuals targeted under this initiative. The local funds identified in the proposed budget demonstrate this agency's commitment to achieving the goals of this initiative.

Shasta County HHSA is an active member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and looks forward to the opportunity to work closely with our partners to implement the services, interventions, and care coordination strategies proposed in this application.

Sincerely,

Donnell Ewert, MPH
Shasta County HHSA/Social Services Director
530.245.6269
dewert@co.shasta.ca.us

"Healthy people in thriving and safe communities"

www.shastahhsa.net

Shasta County

DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center
1450 Court Street, Suite 108
Redding, CA 96001-1661
Phone (530) 225-5160 Fax (530) 225-5178

RICHARD KUHNS, PSY.D., DIRECTOR
HOUSING AUTHORITY
COMMUNITY ACTION AGENCY

June 20, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks:

Please accept this letter of participation on behalf of the Shasta County Housing Authority for the Shasta County Whole Person Care Pilot application. Our agency is committed to addressing the needs of our residents, particularly those that are homeless or at risk of homelessness. The need for enhanced supports and resources to help individuals find and maintain safe housing is a priority and, as such, we would like to express our full support and participation in the pilot initiative.

Rural communities like ours suffer from lack of access to housing supports, health care and community resources. The opportunity to test intensive interventions to engage and coordinate housing supports and medical care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our community.

The Shasta County Housing Authority is committed to partnering with the Shasta County Health and Human Services Agency to plan and implement the housing support services described in this application including case management, housing support services, peer support, and more.

We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and the broader population of our county. We look forward to opportunities to support the goals of this initiative.

Sincerely,

Richard Kuhns, Psy.D
Director

P O Box 228
29632 Highway 299E
Round Mountain, CA 96084
530.337.5750, phone
530.337.5754, fax
www.hillcountryclinic.org
Health Care for the Whole Community

June 29, 16

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of commitment for the Shasta County Whole Person Care Pilot application on behalf of Hill County Health and Wellness Center. We look forward to full participation in opportunities to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness.

Hill Country is a Federally Qualified Health Center whose mission is…

> *"With kindness, Hill Country Health and Wellness Center works in partnership with our patients and community, providing to everyone the health care services, education and support needed to live whole, healthy and satisfying lives."*

This mission statement reflects our long-standing commitment to treating the whole person by addressing the social determinants of health.

We have been an integral part of the planning process in preparation for this application through the Whole Person Care committee convened by the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through collaborative planning, development and implementation of services. We will work with the Whole Person Care committee and with our Health and Human Service Agency partners to build strong linkages between primary care, intensive case management and community-based services to support the goals of this initiative. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

Lynn Dorroh

Lynn Dorroh, CEO

californiahealth+

P.O. Box 992790, Redding, California 96099-2790
(530) 246-5710

June 21, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of commitment for the Shasta County Whole Person Care Pilot application on behalf of Shasta Community Health Center. As Shasta County's largest clinic system, we look forward to full participation in opportunities to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness.

Shasta Community Health Center is a Federally Qualified Health Center. Shasta Community Health Center (SCHC) was established in 1988 and has a mission to provide high quality health care services to the medically underserved populations of our community. SCHC's primary role is prevention and improving the health of the community. SCHC provides primary and specialty medical care, dental services, mental health services in their Redding, mobile and rural satellite health centers.

We have been an integral part of the planning process in preparation for this application through the Whole Person Care committee convened by the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through collaborative planning, development and implementation of services. We will work with the Whole Person Care committee and with our Health and Human Service Agency partners to build strong linkages between primary care, intensive case management and community-based services to support the goals of this initiative. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

C. Dean Germano, CEO

Shasta Health Assessment and Redesign Collaborative (SHARC)

2280 Benton Drive, Bldg C, Ste C
Redding, CA 96003
530-247-1560

Katrina Cantrell
Women's Health Specialists
Lynn Dorroh
Hill Country Health and Wellness Center
Donnell Ewert
Shasta County Health and Human Services
Tami Fraser
Shingletown Medical Center
Dean Germano
Shasta Community Health Centers
Cyndy Gordon
Shasta Regional Medical Center
Randall Hempling
Community Member
Dave Jones, Chair
Mountain Valleys Health Centers
Margaret Kisliuk
Partnership HealthPlan of California
Marta McKenzie
Community Member
Patrick Moriarty
Community Member
Karen Preisser
iPlan
Ron Reece, M.D., Vice-Chair
Dermatologist
Deb Schoenthaler
North Valley Medical Association
Louis Ward
Meyers Memorial Hospital
Jordan Wright
Dignity Health North State

Non-Voting Members
T Abraham
Hospital Council of Northern and Central California
Chris Bayless
Planned Parenthood Northern California
David Kohoe
Shasta County Board of Supervisors
Kathy Waurig
Redding Rancheria
Dr. Richard Yoder
Public Health Advisory Board

Staff Support
Doreen Bradshaw
Health Alliance of Northern California
Jill Phillips
Health Alliance of Northern California

Improving care and health for Shasta County and the region by working together to achieve the Triple Aim

June 24, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the Shasta Health Assessment and Redesign Collaborative. As a local health collaborative that brings together health care delivery partners across Shasta County to catalyze improvements in our local system of care, we would like to express our full support of this pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including the coordination of resources to support the needs of the whole person. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our community.

The Shasta Health Assessment and Redesign Collaborative (SHARC) has been meeting monthly since 2009 to build a more organized system of health care delivery for Shasta County. Our collaborative will partner closely with the Shasta County Health and Human Services Agency to provide leadership and support decision making for the pilot. The SHARC Whole Person Care committee will serve as the steering committee for the initiative and through monthly meetings will monitor the progress of the initiative, build opportunities for enhanced coordination of care across agencies and systems, identify and engage additional community partners to support the initiative, and raise awareness of the initiative with community stakeholders and policy leaders.

We support the efforts of the Shasta County Health and Human Services Agency and their partners to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and hope you will fund this most important initiative for our community.

Sincerely,

Dave Jones, Chair
Shasta Health Assessment and Redesign Collaborative

Scanned by CamScanner

CITY OF REDDING
777 CYPRESS AVENUE, REDDING, CA 96001
P.O. BOX 496071, REDDING, CA 96049-6071

MISSY MCARTHUR, MAYOR
530.225.4447
530.225.4463 FAX

June 15, 2016
A-050-060-450

Mari Cantwell, Chief Deputy Director
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Cantwell,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the City of Redding. The City of Redding is committed to addressing the needs of our at-risk residents, particularly those that suffer from drug and alcohol addictions.

Rural communities like ours suffer from a laek of access to health care and community resources. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions will be of great benefit to our community.

To demonstrate our support of this initiative, the City of Redding has committed $375,000, contingent on the sale of a real property owned by the City, to the development of a sobering center. Also, the City of Redding has placed a half-cent sales tax measure on the November 2016 ballot that would generate approximately $11 million per year. Of that revenue, the City proposes to commit an additional $375,000 toward the development of the sobering center, for a total of $750,000.

We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and

the broader population of our city and county. We look forward to working with the County of Shasta and other community partners on opportunities to support the goals of this initiative.

Sincerely,

Missy McArthur
Mayor

MM:KS:ls
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c: Shasta County Health and Human Services Agency

Mercy Medical Center Mt. Shasta
Mercy Medical Center Redding
St. Elizabeth Community Hospital

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of Dignity Health North State. As one of the health and hospital systems serving Shasta County, we would like to express our full support and participation in the pilot initiative.

Our hospitals are at the front lines of caring for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness as many are served by our Emergency Departments. Too often patients are being housed in the Emergency Department due to lack of other options for appropriate placement to address their physical health, behavioral health, and social non-medical needs. The situation has become quite critical and is affecting the hospital in terms of safety concerns for both staff and patients and increased costs of care.

Dignity Health is a vibrant, national health care system known for service, chosen for clinical excellence, standing in partnership with patients, employees and physicians to improve the health of all communities served. Our organization is a member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through planning and coordination to help address the needs of this population of high utilizers and reduce the total cost of care through more appropriate placement in the community.

We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

Jordan Wright, FACHE
Vice President/Chief Strategy Officer

Dignity Health
North State
2175 Rosaline Ave
Redding, CA 96001
Office: 530-225-6109
Mobile: 530-941-2476
Assistant Lynn Strack: 530-225-6103
jordan.wright@dignityhealth.org

June 21, 16

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of Shasta Regional Medical Center. As one of the health and hospital systems serving Shasta County, we would like to express our full support and participation in the pilot initiative.

Our hospital is at the front lines of caring for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness as many are served by our Emergency Department. Too often patients are being housed in the Emergency Department due to lack of other options for appropriate placement to address their physical health, behavioral health, and social non-medical needs. The situation has become quite critical and is affecting the hospital in terms of safety concerns for both staff and patients and increased costs of care.

Shasta Regional Medical Center is 226-bed acute care facility and has become a regional medical center serving far Northern California. The Hospital offers a diverse range of services from emergency medicine, critical care, general/specialty surgery, cardiovascular, neurosciences to orthopedic care designed to meet the needs of the area. Our mission is to provide comprehensive, quality healthcare in a convenient, compassionate and cost effective manner.

Our organization is a member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through planning and coordination to help address the needs of this population of high utilizers and reduce the total cost of care through more appropriate placement in the community. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

Cyndy Gordon, RN, BSN, MBA
Chief Executive Officer

1100 BUTTE STREET, REDDING, CA 96001

EMPIRE RECOVERY CENTER
FOR THE RESIDENTIAL TREATMENT OF SUBSTANCE ABUSE

June 17, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the Empire Recovery Center. As one of the three Drug Medi-Cal providers serving Shasta County, we extend our full support and participation in the pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including substance use disorder treatment resources. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our communities.

The Empire Hotel Alcoholic Rehabilitation Center (EHARC, Inc., dba Empire Recovery Center) is a private, nonprofit 501(c)3 organization whose mission is to provide substance use disorder treatment through its detox, intensive residential treatment, and outpatient SUD programs.

We have been part of the planning meetings in preparation for this application through the Whole Person Care committee convened by the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through planning and coordination of services. We will work with the Whole Person Care committee and with our Health and Human Service Agency partners to build strong linkages between the mental health resource center, the sobering center, and our community-based services to support the goals of this initiative. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

Marjeanne Stone, Executive Director

1237 California Street, Redding, CA 96001-6018 • (530) 243-7470
E-Mail: empirerecovery@att.net • Fax (530) 243-7477
www.empirerecoverycenter.org

VOTC, Inc.

California State Licensed & Certified Alcohol & Drug Residential and Outpatient Treatment Facility with Transitional Housing

June 22, 16

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

This letter is being sent in support of the Shasta County Whole Person Care Pilot application on behalf of VOTC, Inc., d.b.a., Vision Of The Cross, one of the Drug Medi-Cal providers serving Shasta County. Recognizing the overwhelming need that communities such as ours have for access to health care resources, including substance use disorder treatment resources, Visions Of The Cross fully supports and desires to participate in this innovative pilot initiative. Being able to offer intensive interventions that will involve and coordinate services for individuals who are homeless or at risk of homelessness and who have manifold behavioral and physical health issues has the potential to significantly improve our communities.

Visions Of The Cross is a private, nonprofit organization whose mission is to improve the quality of life in Shasta County through lowering the impact and incidence of alcohol and other drug use, misuse, and abuse. Visions offers both state licensed and certified perinatal and non-perinatal residential and outpatient SUD treatment as well as providing multiple sober living environments for those in recovery.

As a participant in planning meetings for the preparation for this application through the Whole Person Care committee organized by the Shasta Health Assessment and Redesign Collaborative (SHARC), Visions Of The Cross is committed to continuing support of the initiative through planning and coordination of services. With the Whole Person Care committee and with our local Health and Human Service Agency partners we will work to build strong connections between existing community-based services, the mental health resource center, and the sobering center to support the objectives of this initiative. We look forward to the opportunity to further build and enhance our relationships with our county and other health system partners in creating an integrated system of whole person care.

Sincerely,

Steve Lucarelli
Executive Director
3648 El Portal, Redding, CA 96002 ♦ Office (530) 722-1114 ♦ Fax (530) 722-1115 ♦
visionsofthecross@charter.net

June 23, 16

Mari Cantwell
Chief Deputy Director
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Cantwell,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the Good News Rescue Mission. As a community organization serving Shasta County, we would like to express our full support of the pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including the coordination of resources to support the needs of the whole person. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our communities.

Good News Rescue Mission is a private, nonprofit organization whose mission is to provide emergency shelter and sustenance to the homeless and needy of Shasta County while also providing a variety of supportive services designed to help people break the cycle of poverty through mental health, educational, physical, emotional and spiritual avenues.

We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and the broader population of our county.

Sincerely,

Jonathan D. Anderson
Executive Director

P.O. Box 991626 • Redding, California 96099-1626 • 2842 S. Market St. • Redding, California 96001
(530) 242-5920 • (530) 242-5924

ASSOCIATION OF GOSPEL RESCUE

United Way of
Northern California

June 14, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application. As a community organization serving Shasta County, we would like to express our full support of the pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including the coordination of resources to support the needs of the whole person. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our communities.

United Way of Northern California is a private, nonprofit organization whose mission is to improve lives by mobilizing community resources in the areas of Education, Financial Stability, and Health. United Way raises funds for local non-profit agencies; operates 2-1-1, a 24-hour human services helpline; and connects volunteers to agencies through volunteernorcal.org. You can find out more about us by visiting www.norcalunitedway.org.

United Way has found the County of Shasta to be a strong partner in efforts to improve lives in our community. We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and the broader population of our county.

Best,

Larry Olmstead

Larry Olmstead
President & CEO
530-241-7521 / lolmstead@norcalunitedway.org

Shasta County Whole Person Care Pilot
Budget Justification

The following provides a justification of annual budgeted costs for the Whole Person Care (WPC) Pilot. Costs represent strategies, interventions and services that will be directed to individuals who meet the eligibility criteria described in the application and are enrolled in the WPC Pilot. Services included in the budget are those that are not reimbursed directly by Medi-Cal.

Infrastructure Development

Administrative Infrastructure - $290,000

Item	Salary	Benefits*	Operating**	FTE	Budgeted Costs
Shasta County HHSA – WPC Pilot Administration					
Community Development Coordinator (to be hired)- responsible for day-to-day management of all pilot contractors, activities, and reporting.	60,721	39,029	250	1.00	100,000
Data Analyst / Senior Agency Staff Services Analyst (to be hired)- responsible for collecting and aggregating pilot data for universal and variant metrics, evaluation metrics, and reporting of program data to DHCS. Leads PDSA activities to support achievement of pilot targets. Works with PHC, FQHCs and other partners to review claims data and clinical data to assess pilot program performance.	45,220	34,530	250	1.00	80,000
Fiscal and Contract Administrative Services – 0.25 FTE Accountant-Auditor, 0.25 FTE contract analyst, and 0.25 FTE Account Clerk will be needed to develop contracts, track expenditures, and pay claims	33,815	26,185	250	0.75	60,000
Software for tracking program metrics – software to track client encounters, as well as program process and outcome measures, will be needed to meet the metric reporting obligations of the WPC Pilot. Anticipated that this will be purchase of software licenses for WPC lead and participating entity staff. During PY 2 will explore and identify software solution.					50,000
TOTAL WPC Pilot Administration					290,000

*Benefits: Are composed of FICA at 7.650%, PERS at 16.975%, Health and Life Insurance at 22.7%, Workers Compensation at 1.38%

** Operating: includes costs per FTE for communications (phone) and computer equipment, facilities, and office supplies.

Delivery Infrastructure

Behavioral Health

Mental Health Resource Center: $789,279

To be operated by Hill Country Health & Wellness Center

The Mental Health Resource Center will serve as a hub for the WPC Pilot in Shasta County. This innovative program will offer behavioral health services, wellness classes, and access to a range of community resources available through drop-in or referral. The center will also operate Assisted Outpatient Treatment Services. Costs associated with the program are detailed below. Costs are budgeted for an annual total of 150 individuals served through the mental health resource center.

Item	Salary	Benefits*	FTE	Budgeted Costs
Mental Health Resource Center				
WPC Case Management Coordinator	44,837	11,209	1	56,046
Licensed Clinical Social Worker / MFT	75,000	18,750	1.75	164,063
Case Manager	44,837	11,209	2.6	145,720
Office Staff	32,000	8,000	1.75	70,000
Outreach Staff	32,000	8,000	1.75	70,000
Information Analyst	49,782	12,446	0.46	28,625
TOTAL PERSONNEL			9.31	534,454
Item	Unit Cost	Units	Budgeted Costs	
Mental Health Resource Center				
Contracted Services – costs for outside contractors to support program operations			4,900	
Rent & Lease Expense / Utilities – facility costs for contractor to operate program (Reflects 80% of total expense to account for use of facility for clients served that are not enrolled WPC Participants)			22,360	
Supplies – office supplies and general supplies for contractor staff to operate program			23,045	
Small Equipment (Reflects 80% of total expense to account for use of facility for clients served that are not enrolled WPC Participants)			4,200	
Training (to support clinicians in integrating evidence-based practices such as motivational interviewing)			23,500	
Travel & Transportation for contractor staff to operate program			4,400	
TOTAL OPERATING COSTS			82,405	
Other Expenses – facility improvements, fixed assets for contractor facility to operate program			134,835	
Indirect	5%		37,585	
TOTAL Mental Health Resource Center			$789,279	

Assisted Outpatient Treatment: $484,250
To be operated by Hill Country Health & Wellness Center

Assisted Outpatient Treatment (AOT) allows certain individuals to be court ordered to participate in outpatient mental health treatment while living in the community. AOT was initially proposed in the early 1980's by families of individuals with the most serious mental illnesses as a way to help. Because individuals with disorders, like schizophrenia, don't recognize they are ill ("Anosognosia"), and see no need to be in treatment, they often decompensate resulting in suicide, homelessness, or incarceration. The criteria to place someone in AOT are easier to meet than the "imminent dangerousness" standard often required for inpatient commitment. AOT allows someone to be ordered into treatment "to prevent a relapse, or deterioration, which would likely result in serious harm to the patient or others." The AOT program consists of two major components:

- Outreach and engagement, and
- Direct mental health treatment services within the evidenced based model of Assertive Community Treatment (ACT).

Outreach and engagement activities are not Medi-Cal reimbursable, and consist primarily of discussion and education with individuals and/or their families about what mental health services are available, and how these can benefit those with serious mental illness. Such contacts and engagement often must occur many times before an individual feels comfortable in taking the next step toward recovery. It is anticipated that approximately 40% of the work in the AOT program will consist of outreach and engagement activities. Individuals willing to actively engage in treatment, or those who are court ordered to participate, will be enrolled in ongoing AOT/ACT mental health services. Many of these services are eligible for reimbursement under Medi-Cal Specialty Mental Health Services including: rehabilitation activities (skill building and education), medication support with psychiatrist and nurses, limited case management, and individual/group therapy sessions. No WPC funds will be utilized to support Medi-Cal covered services. WPC participants enrolled in AOT/ACT are still eligible to receive PMPM bundled services of housing case management and medical case management as the vast majority of these services are not Medi-Cal covered services and do not duplicate the services received under AOT/ACT.

Assisted Outpatient Treatment - Position	Salary	Benefits*	FTE	Budgeted Costs
Licensed Clinical Social Worker / MFT	75,000	18,750	1.0	93,750
Case Manager	44,837	11,209	2.0	112,093
Office Staff	32,000	8,000	1.0	40,000
Outreach Staff	32,000	8,000	1.0	40,000
TOTAL PERSONNEL			5.0	285,843
Assisted Outpatient Treatment - Item	**Unit Cost**	**Units**	**Budgeted Costs**	
Enhanced care coordination	433	150	65,000	
Contracted Services – costs for external contract services for contractor to operate program			2,500	
Rent & Lease Expense / Utilities – facility costs for contractor to operate program (Reflects 40% of total expense to account for use of facility for services that will not be funded through the WPC pilot such as Medi-Cal covered ACT services and services to non-WPC Pilot Participants)			8,000	

Supplies – office supplies and general supplies for contractor staff to operate program (per month)	1,666	12	19,995
Small equipment (Reflects 40% of total expense to account for use of facility for services that will not be funded through the WPC pilot such as Medi-Cal covered ACT services and services to non-WPC Pilot Participants)			2,000
Travel & Transportation for contractor staff to conduct outreach and care coordination to operate program			15,510
TOTAL OPERATING COSTS			113,005
Other Expenses – facility improvements, fixed assets for contractor facility to operate program			62,343
Indirect	5.0%		23,060
Total cost Assisted Outpatient Treatment			$484,250

Note: Hill Country Health & Wellness Center is contracted by Shasta County HHSA to operate the Mental Health Resource Center and the Assisted Outpatient Treatment services. This partner is also an FQHC and will provide medical case management services through a distinct line of service at their Primary Care Clinic site in Redding, CA. The Mental Health Resource Center facility will be not be utilized for providing Medical Case Management PMPM bundle services.

Infrastructure Development in PY2

In PY2 50% of the costs for medical case management teams are included in Delivery Infrastructure to account for the time these teams will spend developing internal systems for referral, data collection and reporting, and service model development. In addition, this allows these individuals to participate in activities in PY2 to develop data sharing agreements with pilot partners to coordinate care for WPC participants across the distinct agencies.

Position	Salary	Units	Budgeted Costs
Medical Case Management Program Development - Hill Country and Shasta Community			
Intensive Case Manager - RN provides intensive case management for PHC members in the WPC pilot.	81,347	1.89	153,745
Patient Navigators - supports engagement and management of chronic conditions and access to social non-medical services for PHC members in the WPC pilot.	41,000	2.00	82,000
Fringe Benefits (25%)			58,936
WPC Project Management Supplies			2,819
TOTAL Intensive Medical Case Management Team PY2			297,500

Item	Salary	Benefits*	Operating **	FTE	Budgeted Costs
Shasta County HHSA Housing Case Management					
Housing Support Volunteer Program Coordinator (to be hired) - responsible for recruiting and supporting	34,192	15,558	125	0.5	25,000

volunteer peers to work with WPC participants once they are placed in housing.					
Housing Supervising Social Worker (to be hired) - responsible for day-to-day management of housing case managers (social workers)	60,817	41,097	125	0.5	51,082
Assistant Housing Social Workers (to be hired) - provides case management services to WPC participants who are homeless or at risk of homelessness. Approximate caseload is 1:20 with an estimate of 100 individuals served annually.	39,058	35,014	125	2.5	185,305
WPC Pilot project management supplies					99,875
TOTAL Housing Case Management Program Development					361,262

Additional Infrastructure

Additional strategies and interventions to support the behavioral health care needs of the target population will be developed under the WPC Pilot, including the following.

Item	Budgeted Costs
Continuum of Care (CoC) Coordination – Procurement process to be determined. Represents increased investment (over historic costs) to facilitate the CoC for Redding and Shasta County. The investment to enhance Continuum of Care Coordination will provide necessary infrastructure to develop a County-wide Coordinated Entry system for Homeless services that currently is lacking, but is critical to the success of the WPC Pilot program. Coordinated Entry systems help people move through the system faster, which reduces the amount of time people spend moving from program to program before finding the right match. The approach also reduces new entries into homelessness by offering diversion resources up front and improves data collection and quality by providing accurate information on what kind of assistance consumers need. Coordinated entry is the best strategy to serve the target population for this pilot. This system will ensure that WPC participants served by the WPC pilot project are receiving the housing resources from the most appropriate agency. Specific activities will include convening of local housing service providers to better coordinate services, sharing information about the WPC pilot program to enhance community buy-in and referrals, building relationships and trust across providers in the county, evaluating coordinated entry tools and identifying those that will work best in Shasta County, collecting and reporting program data to support the project, and informing selection, implementation and training on the HMIS system.	120,000
HMIS System Infrastructure - Procurement process to be determined. Implement new HMIS data system to manage homelessness services and data collection.	100,000
Training for WPC Pilot Staff – monthly trainings (non-clinical) to be offered across services and agencies for case managers, clinicians, and other staff to build capacity for coordination and support data collection, reporting, and PDSA activities.	25,000

Incentive Payments

- HMIS incentive to input a homeless person's intake information into the Homeless Management Information System (HMIS). Estimate total 150 WPC participants per year $10 per HMIS entry. This activity will be conducted by CoC Coordinator, Drug Medi-Cal providers, homeless services providers, and HHSA housing case managers.
- Sobering Center incentive for each WPC participant in the sobering center who enters detox program and stays at least 72 hours. Estimate that of WPC participants served by sobering center 50 will enter detox annually.
- Housing Support Volunteers incentive will be paid to HHSA Housing Support Volunteer Program for each 100 home visits to WPC participants completed per volunteer. Estimate 5,000 home visits per year.
- Housing case management incentive for each WPC enrolled participant who stays in permanent housing for at least 6 consecutive months. Estimate 50 per year @ $500 for $25,000 total:
    - 75% of incentive paid to housing case management (HHSA) – ($18,750)
    - 25% to intensive medical case management. Of the 50 WPC participant successes per year it is estimated that 40 will be case managed by SCHC ($5,000) and 10 will be case managed by HCHWC ($1,250) based on projected case loads.
- Reduced ED utilization incentive for each WPC enrolled participant who has <2 emergency department visit for 6 consecutive months. Estimate 50 per year @ $500 for $25,000 total:
    - 25% of incentive paid to housing case management (HHSA) – ($6,250)
    - 75% to intensive medical case management. Of the 50 WPC participant successes per year it is estimated that 40 will be case managed by SCHC ($15,000) and 10 will be case managed by HCHWC ($3,750) based on projected caseloads.

Discrete Services

WPC participants are eligible to receive services from more than one service bundle (i.e., medical and housing case management) and/or FFS service as there is no duplication of services across these distinct service lines. Participants will receive services according to the eligibility criteria established for each distinct type of service as described in the application.

FFS Services

Sobering Center – $ 162,500

Procurement process to be determined. Operates a 24-hour facility for intoxicated individuals as an alternative to ED. Costs are estimated at the average rate per day for residential drug and alcohol treatment services. Estimated the sobering center will serve 2 individuals per day. Supports achievement of reducing ED visits goal for the WPC pilot.

Item	Unit Cost	Units	Budgeted Costs
Sobering Center	250 / day	650	162,500

Mobile Crisis Team (MCT) - $483,588

The Mobile Crisis Team will serve to divert individuals experiencing acute mental health crisis away from the ED and law enforcement and into treatment by providing timely professional intervention in the field. A contractor will be identified through a request for proposal process to operate this program. There will be 3 teams, each consisting of one clinician and one case manager. At least one MCT will be available to respond to the field/community at large seven days a week. Estimated costs associated with the program are detailed

below. Costs are budgeted for 300 face-to-face contacts in the field per month for a total of 3,600 contacts annually.

Item	Salary	Benefits*	FTE	Budgeted Costs
Licensed Clinical Social Worker / MFT	75,000	18,750	3.0	281,250
Case Manager	44,837	11,209	3.0	168,138
TOTAL PERSONNEL				$449,388
Item	Unit Cost	Units	Budgeted Costs	
MCT local mileage reimbursement (50,000 mi annually @ avg. 14 mi per encounter)	$0.54	50,000		27,000
MCT communication reimbursement (6 staff cell phones @ $100/mo for 12 mo.)	$100	72		72,000
TOTAL DIRECT COSTS				$34,200
TOTAL BUDGETED COSTS				$483,588
Fee for Service Payments		3,600		$134.33

PMPM Bundle

Medical Services – Intensive medical case management will be provided to WPC enrolled participants (not eligible for 2703 Health Home). A clinician case manager and patient navigator or health coach team will be developed to support the target population. These teams will be operated out of Shasta Community Health Center and Hill Country Health & Wellness Center.

The nursing support (RN Case Manager) included in the Intensive Medical Case Management PMPM Bundle do not overlap with services currently covered by Medi-Cal in the FQHCs. The services provided by the nurse case manager will be restricted to outreach, care coordination, referral management that currently are not Medi-Cal billable services. The services that will be offered to WPC Participants as part of the Medical Case Management PMPM Bundle include:

- Outreach: develops trusting relationship with patient; Serves as a link to primary, specialty and ancillary services. This outreach will be done in coordination with any outreach conducted by the mental health resource center to ensure there is no duplication of service
- Assessment: identify acuity level using standard scale, identify medical and social risks, identify substance use (diagnosed or not), assess level of self-care and patient activation
- Care Coordination and Patient Empowerment: Works with WPC participant and care team to develop and adhere to shared action plan and meets with care team to support coordination of plan of care; home visits (frequency based on acuity level) to support achievement of goals
- Education: Provides coaching in self-management skills and behavior change
- Reduce Cost and Utilization: Reviews admissions, discharges, ED visits from last 24 hours and conducts follow-up

The PMPM budgeted costs include nurse case managers, patient navigators and Intensive health coach that make up the teams providing the described bundle of services. The PMPM bundle cost is $595 and is based on the sub-set of 100 WPC Participants estimated to be served per year with an estimated 10 months on service. For a total of 1,000 member months (detail for estimated provided below). In PY2 50% of the costs for medical case management are included in Delivery Infrastructure to account for the time these teams will spend developing internal systems for referral, data collection and reporting, and service model development. In

addition, this allows these individuals to participate in activities in PY2 to develop data sharing agreements with pilot partners to coordinate care for WPC participants across the distinct agencies. The PMPM bundle cost will remain consistent in PY2 at $595 but will be calculated based on an estimate of 50 WPC participants served and 500 member months.

PY2 Budgeted Costs

Position	Salary	Units	Budgeted Costs
Medical Case Management - Hill Country and Shasta Community			
Intensive Case Manager - RN provides intensive case management for PHC members in the WPC pilot.	81,347	2.00	162,695
Patient Navigators - supports engagement and management of chronic conditions and access to social non-medical services for PHC members in the WPC pilot.	41,000	2.00	82,000
Fringe Benefits (25%)			61,955
TCM Budget Adjustment (3% reduction)			-9,150
TOTAL Intensive Medical Case Management Team PY2			297,500
PMPM Payments PY2 (based on 500 member months)		500	$595.00

The table below provides the estimated costs and PMPM bundle cost for PY 3-5. This assumes that there is a full case load for all teams – serving the sub-set of 100 WPC Participants estimated to be served with an average of 10 months on service per participant for a total of 1,000 member months. The PMPM Bundle costs in PY3-5 is $595.

Position	Salary	Units	Budgeted Costs
Medical Case Management - Hill Country and Shasta Community			
Intensive Case Manager - RN provides intensive case management for PHC members in the WPC pilot.	81,347	4.00	325,388
Patient Navigators - supports engagement and management of chronic conditions and access to social non-medical services for PHC members in the WPC pilot.	41,000	4.00	164,000
Fringe Benefits (25%)			122,347
TCM Budget Adjustment (3% reduction)			-16,735
TOTAL Intensive Medical Case Management Team			595,000
PMPM Payments PY 3-5 (based on 1,000 member months)		1,000	$595.00

Eligibility, Intensity and Discontinuation of PMPM Bundle Services:
WPC Pilot Participants will be referred to the Medical Case Manager by the County staff stationed at the Emergency Department (Year 2) as well as other community providers (Years 3-5). The Medical Case Manager will assess the individual and enroll them into the WPC Pilot Program. Eligibility criteria for Medical Case Management PMPM Bundle Services include 2 or more visits to the ED or an inpatient admission in the past 3

months. In addition, WPC participants may have one or more risk factors including SMI or SUD diagnosis or an undiagnosed opioid addiction. The case manager will also review whether the individual is eligible for 2703 Health Home Program. If the individual is determined not to be eligible for the 2703 Health Home program they will be enrolled into WPC Medical Case Management PMPM Bundle service. The program will be modeled after the Intensive Outpatient Care Management Program that both Shasta Community Health Center and Hill Country Health & Wellness have piloted in collaboration with Partnership HealthPlan. Patient assessments will help determine acuity scores and assist teams in planning the intensity of services to WPC Participants. It is anticipated that once WPC Participants are enrolled in medical case management services they will remain in service for as long as they are deemed eligible for the PMPM bundle service and/or the WPC pilot.

The approximate caseload for a medical case management team (RN case manager + patient navigator) is between 20 to 25 WPC Participants based on their assessed acuity score and level of intensity of service. Individuals with the highest level of acuity (Level 5) may require weekly home visits and daily phone calls to support their adherence to the shared action plan. Individuals that are stabilizing to some degree (Level 3) may only require a monthly home visit and weekly phone call. Budget projections are based on the sub-set of 100 WPC Participants estimated to be served in medical case management and a total of 1,000 member months.

Housing Case Management – Housing case management will be provided to WPC enrolled participants that are homeless or have unstable housing and at risk of homelessness. A team of social workers within the Shasta County HHSA housing case management program will support the WPC pilot population.

The PMPM bundle was calculated based on the all-inclusive costs of housing case management services. The client services bundle includes:

- Assistance Level Triage assessment, which is a tenancy barriers assessment. This assessment provides guidance as to the amount of time the client will be enrolled in the program as well as the intensity of interactions with staff and volunteers.
- Case planning,
- Housing identification and landlord relationship establishment,
- Credit repair, financial planning and education,
- Landlord and tenant rights and responsibilities education, and resolution of landlord and tenant issues,
- Basic tenancy skills building, resolution of landlord and tenant issues, and
- Individual housing transition services.

The PMPM bundle includes staff salaries for social workers, social worker supervisor, volunteer coordinator, operating costs, and direct costs for rent and deposit assistance. The costs are detailed in the table below. The PMPM bundle cost is $816.41 and is based on the sub-set of 100 WPC Participants estimated to be served per year with a total of 885 member months (detail for estimate described below). In PY2 50% of the costs for housing case management are included in Delivery Infrastructure to account for the time these teams will spend developing internal systems for referral, data collection and reporting, and service model development. In addition, this allows these individuals to participate in activities in PY2 to develop data sharing agreements with pilot partners to coordinate care for WPC participants across the distinct agencies. The PMPM bundle cost will remain consistent in PY2 at $816.41 but will be calculated based on an estimate of 50 WPC participants served and 442 member months.

PY2 Budgeted Costs

Item	Salary	Benefits*	Operating**	FTE	Budgeted Costs
Shasta County HHSA Housing Case Management					

Housing Support Volunteer Program Coordinator (to be hired) - responsible for recruiting and supporting volunteer peers to work with WPC participants once they are placed in housing.	34,192	15,558	125	0.5	25,000
Housing Supervising Social Worker (to be hired) - responsible for day-to-day management of housing case managers (social workers)	60,817	41,097	125	0.5	51,082
Assistant Housing Social Workers (to be hired) - provides case management services to WPC participants who are homeless or at risk of homelessness. Approximate caseload is 1:20 with an estimate the sub-set of 100 individuals served annually.	39,058	35,014	125	2.5	185,305
Individual housing transition services – support for one-time costs to assist WPC Participants transition into new housing placement (may include identifying and securing services to establish a basic household such as first month utilities; no room and board costs will be covered).					99,875
TOTAL Housing Case Management					361,262
PMPM Payments PY2 (based on 442 member months)				442	816.41

The table below provides the estimated costs and PMPM bundle cost for PY 3-5. This assumes that there is a full case load for all teams – serving the sub-set of 100 WPC Participants with an average of 885 member months on service. The PMPM Bundle costs in PY3-5 is $816.41.

Item	Salary	Benefits*	Operating**	FTE	Budgeted Costs
Shasta County HHSA Housing Case Management					
Housing Support Volunteer Program Coordinator (to be hired) - responsible for recruiting and supporting volunteer peers to work with WPC participants once they are placed in housing.	34,192	15,558	250	1.00	50,000
Housing Supervising Social Worker (to be hired) - responsible for day-to-day management of housing case managers (social workers)	60,817	41,097	250	1.00	102,164
Assistant Housing Social Workers (to be hired) - provides case management services to WPC	39,058	35,014	250	5.00	371,609

participants who are homeless or at risk of homelessness. Approximate caseload is 1:20 with an estimate of the sub-set 100 individuals served annually.					
Individual housing transition services – support for one-time costs to assist WPC Participants transition into new housing placement (may include identifying and securing services to establish a basic household such as first month utilities; no room and board costs will be covered).					198,750
TOTAL Housing Case Management					722,523
PMPM Payments (based on 885 member months)					816.41

*Benefits: Are composed of FICA at 7.650%, PERS at 16.975%, Health and Life Insurance at 22.7%, Workers Compensation at 1.38%
** Operating: includes costs per FTE for communications (phone) and computer equipment, facilities, and office supplies.

Eligibility, Intensity and Discontinuation of PMPM Bundle Services:
WPC Participants will be referred to housing case management after enrollment in the WPC pilot if they have had 2 or more visits to the ED or an inpatient admission in the past 3 months and are found to be at risk of homelessness or are currently homeless. Brief assessments will be conducted at the Emergency Department or by Intensive Medical Case Managers and referrals will be made to HHSA Housing. This referral of enrolled WPC Participants will serve as the eligibility determination for Housing Case Management PMPM bundle services. HHSA believes that many potential WPC Participants are currently on a waiting list for housing assistance. At the start of the pilot, individuals on this wait list will be assessed for eligibility for the WPC pilot program.

Based on current experience within HHSA housing programs an average of 104 hours of case management time is estimated per client. The range is expected to be from 15 hours to 200 hours per client depending on the "Assistance Level" determined at the time of enrollment into the service. The housing case manager will assess the WPC participant and determine their level of need as the first activity within the PMPM Bundle by the case manager using a standardized assessment tool. The breakdown of estimated months that WPC participants will be eligible for housing case management by Assistance Level includes:
Level 1 –3 months (approx. 15 hours)
Level 2 –6 months (approx.50 hours)
Level 3 – 9 months (approx. 100 hours)
Level 4 – 12 months (approx. 200 hours)

The case will be closed when the established case plan goals have been successfully achieved. For most WPC participants this will include achievement of goals including housing has been secured and a financial plan has been established and implemented to sustain the housing that was secured. The WPC Pilot program target population includes participants that have very complex psycho-social needs. Housing case managers will meet participants where they are at and work with them based on their needs and goals. The concepts of harm reduction and rapport building will be considered as measures of success as well as the actual placement of the client in housing.

Estimates for numbers of WPC Participants served (the sub-set of 100 WPC Participants estimated to be served) per level per year include:
Level 1 – 5 clients
Level 2 – 30 clients
Level 3 – 40 clients
Level 4 – 25 clients

The number of hours and client mix result in an estimated need of five full time Social Workers to provide Housing Case Management services and a total of 885 member months annually. In addition to the bundled costs of the personnel, HHSA Housing estimates an average of $1,987 per client for individual housing transition services.

Pay for Reporting

Description	Amount per Unit	Units	Max. Incentive
FQHC pay for reporting, 2 clinics includes 8 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (8 hrs/each) (112 hrs per clinic)	$75	224	$16,800
Housing case management program pay for reporting includes 8 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (8 hours each). (112 hrs)	$75	112	$8,400
Housing volunteer program pay for reporting includes 4 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (4 hrs/each). (56 hrs)	$75	56	$4,200
Mental health resource center pay for reporting includes 8 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (8 hrs/each). (112 hrs)	$75	112	$8,400

Pay for Metric Outcome Achievement
The Shasta County WPC Pilot budget includes one pay for metric outcome measure. The measure selected and the identified annual targets are identified below. Pay for Metric Outcome Achievement incentives will only include enrolled WPC Participants in the measurement of performance on the measure.

Metric	PY 1	PY 2	PY 3	PY 4	PY 5
Follow-up After Hospitalization for Mental Illness	Baseline	Maintain Baseline	50%	55%	60%
Budgeted payments for metric achievement		15,520	15,520	15,520	15,520

This measure was selected given the high proportion of individuals in the target population presenting in the emergency department for reasons related to a serious mental illness and the number being admitted to inpatient hospitalization for mental illness. Shasta County currently has a number of individuals who fall into this category who are cycling in and out of hospitals without receiving the necessary case management, resources and supports to stabilize them upon release and maintain their health in the community.

This metric was selected as achievement of increased follow-up for enrolled WPC participants will contribute significantly to cost savings through reduced emergency department visits and reduced inpatient admissions. It is also believed that follow-up after hospitalization for mental illness will contribute to a reduction in "administrative" days where individuals in the WPC target population are kept in the hospital for lack of an appropriate and safe setting for their discharge.

WPC Budget Template: Summary and Top Sheet

WPC Applicant Name: Shasta County Health and Human Services Agency

	Federal Funds *(Not to exceed 90M)*	IGT	Total Funds
Annual Budget Amount Requested	1,940,355	1,940,355	3,880,710

PY 1 Budget Allocation (Note PY 1 Allocation is predetermined)	
PY 1 Total Budget	3,880,710
Approved Application (75%)	2,910,533
Submission of Baseline Data (25%)	970,178
PY 1 Total Check	OK

PY 2 Budget Allocation	
PY 2 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	2,177,291
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	658,761
Pay For Reporting	37,800
Pay for Outomes	15,520
PY 2 Total Check	OK

PY 3 Budget Allocation	
PY 3 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	1,518,529
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	1,317,523
Pay For Reporting	37,800
Pay for Outomes	15,520
PY 3 Total Check	OK

PY 4 Budget Allocation	
PY 4 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	1,518,529
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	1,317,523
Pay For Reporting	37,800
Pay for Outomes	15,520
PY 4 Total Check	OK

PY 5 Budget Allocation	
PY 5 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	1,518,529
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	1,317,523
Pay For Reporting	37,800
Pay for Outomes	15,520
PY 5 Total Check	OK

HILL COUNTRY COMMUNITY CLINIC
WHOLE PERSON CARE PILOT PROJECT BUDGET

Shasta County Health & Human Services Agency
1810 Market St.
Redding, CA 96001

Hill Country Community Clinic
PO Box 228
Round Mountain, CA 96084

Payment Category	Budget Period 01/01/2017 - 06/30/2017	Budget Period 07/01/2017 - 06/30/2018	Budget Period 07/01/2018 - 06/30/2019	Budget Period 07/01/2019 - 06/30/2020	Budget Period 07/01/2020 - 12/31/2021	Total Budgeted Costs
Delivery Infrastructure						
RN Intensive Case Manager	$ 51,248	$ 25,624	$ -	$ -	$ -	$ 76,872
Patient Navigator	$ 27,334	$ 13,666	$ -	$ -	$ -	$ 41,000
Fringe Benefits	$ 19,644	$ 9,824	$ -	$ -	$ -	$ 29,468
Project Management Supplies	$ 1,410	$ -	$ -	$ -	$ -	$ 1,410
Total Delivery Infrastructure	**$ 99,636**	**$ 49,114**	**$ -**	**$ -**	**$ -**	$ 148,750
Training	**$ 2,500**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 2,500**	$ 20,000
Incentive Payments						
Permanent Housing @ $125 each	$ -	$ 6,250	$ 6,250	$ 6,250	$ 3,125	$ 21,875
Reduced ED Utilization @ $375 each	$ -	$ 18,750	$ 18,750	$ 18,750	$ 9,375	$ 65,625
Total Incentive Payments	**$ -**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 12,500**	**$ 87,500**
PMPM Bundle @ $595 per member month	**$ -**	**$ 595,000**	**$ 595,000**	**$ 595,000**	**$ 297,500**	**$ 2,082,500**
Pay for Reporting @ $600 per report	**$ 8,400**	**$ 16,800**	**$ 16,800**	**$ 16,800**	**$ 8,400**	**$ 67,200**
TOTALS	**$ 110,536**	**$ 690,914**	**$ 641,800**	**$ 641,800**	**$ 320,900**	**$ 2,405,950**

EXHIBIT C

Shasta County Health and Human Services Agency (HHSA)
Authorization to Use or Disclose Protected Health Information

Failure to provide all information requested may invalidate this authorization. I hereby authorize use or disclosure of the named individual's health information as described below. I understand that this release may include the disclosure or exchange of information in written, verbal, electronic, and/or other forms.

Client Information:

Last Name: _____ First Name: _____ Middle Initial: ____

Address: _____

City: _____ State: ____ Zip: _____

Telephone Number: _____ Date of Birth: _____

Initial each item of information to be disclosed.

I specifically authorize the following release:

___ **Mental Health**	___ **Alcohol & Drug**	___ **Behavioral Health Team**
___ **Public Health**	___ **HIV**	___ **Perinatal**

Purpose/Limitation of requested use or disclosure (check one):

☐ Client Request ☐ Evaluation ☐ Continued Care Treatment ☐ Litigation

☑ Limitation/Other: Whole Person Care Pilot - include records from January 1, 2015

The following person or entity is authorized to make the disclosure:

Name: See Attachment A incorporated herein by reference

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

This information may be disclosed to:

Note: If Attachment A is included, **INITIAL** here _____, to authorize additional individuals or entities:

Name: See Attachment A incorporated herein by reference

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Rights, Expiration and Notice of Potential Re-Disclosure:

I understand that I have the right to revoke this authorization. I understand if I revoke this authorization I must do so in writing and submit it to the following address:

_____

I understand that the revocation will not apply to information that has already been released based on this authorization. If I have authorized the disclosure of my health information to someone who is not legally required to keep it confidential, I understand it may be re-disclosed and no longer protected, but any alcohol and/or drug treatment records cannot be re-disclosed without my written consent unless otherwise provided for by 42 CFR Part 2 and 45 CFR parts 160 and 164. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I do not need to sign this form to assure treatment or payment, enrollment, or eligibility for benefits. I understand that I may inspect or obtain a copy of the information to be used or disclosed. I have the right to receive a copy of this authorization.

Expiration: Unless otherwise stated, this authorization expires one year from the date of signature.

Desired alternate/meaningful date of expiration: _____

Signature of Client or Legal Representative

I hereby authorize the use and disclosure of my information in accordance with the information entered above for the purposes described in this form. I understand this does not authorize the recipient of this disclosed information to further use or disclose this information, except as allowed or required by law. I further understand that information released then becomes the responsibility of the recipient and is no longer under the protection of the releasing entity.

Signature: _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

If signed by legal representative, relationship to Client: _____

This space for use by Shasta County Staff only

Staff Member Initiating Request: _____ Date: _____

Staff Member Completing Request: _____ Date: _____

Chart #: _____

- ☐ Fax
- ☐ File
- ☐ Mail
- ☐ Transmit

Attachment A
Shasta County Health and Human Services Agency (HHSA)
Authorization to Use or Disclose Protected Health Information

This is an attachment to authorize additional persons and/or organizations to receive the health information described in the Authorization for Use or Disclosure of Information executed by (or on the behalf of): Last Name: _____ First Name: _____ Middle Initial: ___

Date of Authorization: _____ Date of Birth: _____ Chart #: _____

The following person(s) and/or entity(ies) are hereby incorporated into the above-described Authorization:

Name: HHSA - Adult Services - Mental Health Services, 2640 Breslauer Way, Redding, CA

Name: Partnership HealthPlan

Name: Hill Country Community Clinics, 29632 Highway 299 East, Round Mountain, CA 96084

Name: Shasta Community Health Centers, 1035 Placer St., Redding, CA 96001

Name: Shasta Regional Medical Center, 1100 Butte St., Redding, CA 96001

Name: Mercy Medical Center, 2715 Rosaline Ave., Redding, CA 96001

Name: Alyson Kohl - HHSA - Regional - Housing

Name: Katie Sears - HHSA - Regional - Housing

Name: Laura McDuffey - HHSA - Regional - Housing

Name: Natalie Shumaker - HHSA - Regional - Housing

Name: Robert Neil Young - HHSA - Regional - Housing

Name: Sarah Brown - HHSA - Regional - Housing

Name: Tamara Hurley-Marsala - HHSA - Regional - Housing

SIGNATURE OF CLIENT OR LEGAL REPRESENTATIVE

Signature: _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

If signed by legal representative, relationship to Client: _____

Attachment A
Shasta County Health and Human Services Agency (HHSA)
Authorization to Use or Disclose Protected Health Information

This is an attachment to authorize additional persons and/or organizations to receive the health information described in the Authorization for Use or Disclosure of Information executed by (or on the behalf of): Last Name: _____ First Name: _____ Middle Initial: ___

Date of Authorization: _____ Date of Birth: _____ Chart #: _____

The following person(s) and/or entity(ies) are hereby incorporated into the above-described Authorization:

Name: Zach Kamla - HHSA - Regional - Housing

Name: Julissa Yanes - HHSA - Regional - Housing

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

SIGNATURE OF CLIENT OR LEGAL REPRESENTATIVE

Signature: _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

If signed by legal representative, relationship to Client: _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Resolution releasing liens against Pamela J. Mickelson and Dennis N. Mickelson

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

Supervisorial District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which releases and discharges two real property liens recorded on October 17, 1986 and September 13, 1988 against Pamela J. Mickelson and Dennis N. Mickelson for aid rendered to Pamela J. Mickelson from Shasta County Department of Social Services in 1986 and 1987 and find that the two property liens are hereby fully released and discharged.

SUMMARY

This resolution will release real property liens against Pamela J. Mickelson and Dennis N. Mickelson.

DISCUSSION

Aid to Families with Dependent Children (AFDC) which was replaced in 1996 with Temporary Assistance for Needy Families (TANF) is a federal and state program managed by the California Department of Social Services (CDSS) and operated and administered by the County to provide financial assistance to needy families.

Per regulation, real property may be exempt from consideration in the resource limit when determining eligibility for receiving aid for a period of no more than six months (but may be extended to nine months at the recipient's request) effective prior to January 1, 1987, but ending on or after December 31, 1986. As a condition of receiving aid during the exempt period and prior to the County granting aid, the applicant/recipient shall grant the County a lien against property which shall be payable to the County when or if the property is sold, and the applicant/recipient must agree in writing to begin immediately to make a good faith effort to sell the property. If the applicant/recipient elects not to sell the property at any time prior to the expiration of the nine months, the property shall no longer be exempt from consideration as a resource limit. Any aid paid during the nine-month period or until the property is sold, whichever comes first, shall be considered repayable aid at the time of the sale of the property.

Pamela J. Mickelson and Dennis N. Mickelson signed an Agreement to Reimburse the Shasta County Welfare Department for aid rendered to Pamela J. Mickelson on October 16, 1986 which was recorded on October 17, 1986. On February 27,1987 Pamela J. Mickelson and Dennis N. Mickelson signed a second Agreement to Reimburse the Shasta County Department of Social Services for aid rendered to Pamela J. Mickelson which was recorded on September 13, 1988. Although some of the lien documents are available and were reviewed, HHSA was unable to locate the case record, which is assumed destroyed, thus sufficient documentation is not available to determine the amount of repayable aid to be collected. Over time, as secured property changes hands, it is necessary to clear the liens in order to have a clean title.

ALTERNATIVES

The Board may request additional information. However, as stated above the department does not have sufficient documentation to validate any amount owed. The Board may decline to adopt the resolution and discharge the lien, and the real property title would remain indebted.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the resolution as to form. The County Administrative Office has reviewed the recommendation.

FINANCING

There is no additional General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Res-Real Property-Mickelson Lien	10/12/2018	Res-Real Property-Mickelson Lien

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA AUTHORIZING A RELEASE AND DISCHARGE OF TWO REAL PROPERTY LIENS AGAINST PAMELA J. MICKELSON AND DENNIS N. MICKELSON

WHEREAS, on October 16, 1986 Pamela J. Mickelson and Dennis N. Mickelson signed an Agreement to Reimburse Shasta County Welfare Department for aid rendered to Pamela J. Mickelson;

WHEREAS, said Agreement to Reimburse was recorded on October 17, 1986, in Book 2264, Page 249, Instrument Number 30943 of the Official Records of the County of Shasta, State of California;

WHEREAS, on February 27, 1987 Pamela J. Mickelson and Dennis N. Mickelson signed an Agreement to Reimburse Shasta County Department of Social Services for aid rendered to Pamela J. Mickelson;

WHEREAS, said Agreement to Reimburse was recorded on September 13, 1988, in Book 2428, Page 169, Instrument Number 27312 of the Official Records of the County of Shasta, State of California; and

WHEREAS, the case record was not located and is assumed destroyed thus sufficient documentation is not available to determine the amount of repayable aid to be collected.

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of the County of Shasta that said real property lien recorded on October 17, 1986, in Book 2264, Page 249, Instrument Number 30943 and real property lien recorded on September 13, 1988, in Book 2428, Page 169, Instrument Number 27312 are hereby released and discharged.

DULY PASSED AND ADOPTED this XXXX date of October 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

First Amendment with Andrew J. Wong Incorporated

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

Supervisorial 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 May 1, 2018, to the agreement with Andrew J. Wong Inc. to develop and provide ongoing maintenance for a computer database that generates reports of client outcomes from the Child and Adolescent Needs and Strengths screening tool to increase compensation by $28,875 (for a new maximum compensation of $116,875) for database updates to comply with California Department of Social Services and Department of Health Care Services requirements, and retain the term November 1, 2016 through October 31, 2019.

SUMMARY

The proposed amendment to the active agreement will allow Children's Services to utilize the California Department of Social Services (CDSS) and Department of Health Care Services (DHCS) selected Child and Adolescents Needs and Strengths (CANS) Core 50, Early Childhood CANS and Pediatric Symptom Checklist (PSC-35).

DISCUSSION

DHCS and CDSS have jointly adopted the CANS Core 50. CDSS has added the trauma domains as the child welfare screening tool for children ages birth to 21 pursuant to Assembly Bill 403 and the Continuum of Care Reform. DHCS has selected the PSC-35 and CANS Core 50 to measure child and youth functioning, as intended by Welfare and Institution Code Section 14707.5. New regulations require the CANS data to be collected and reported back to DHCS and CDSS to monitor at the state level outcomes for children involved with child welfare and mental health.

The CANS is a common metric tool used for identifying youth and family actionable needs and useful strengths. It is a flexible and evolving tool that supports collaborative decision-making regarding placement, including levels of care, treatment plans, and services. We have been using a version of the CANS since 2011 and need to convert to the CANS Core 50 Plus Trauma and the CANS Early Childhood to be in compliance with CDSS and DHCS reporting. The CANS information from the existing database is extremely helpful and will be mapped to the new CANS tools to help determine outcomes for youth receiving specialty mental health services and will be used in child welfare to determine client case plan services for those clients involved with dependency court.

The PSC-35 is a screening tool completed by the family and is designed to recognize cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible.

Andrew J. Wong Incorporated, the private information technology firm that created the Shasta County Health and Human Services Agency, Children Service's Branch CANS database, has the capability to update the existing database to include the required forms, functionality, and reporting requirements to implement the CANS Core 50, CANS Early Childhood, and PSC-35.

The amendment is retroactive due the final negotiations and emergent need to begin updating the existing database to meet the July 1, 2018 deadline for statewide implementation and reporting to CDSS and DHCS.

ALTERNATIVES

The Board could choose not to approve this amendment or to approve with modified terms or funding levels.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Children's Services Branch approved Fiscal Year 2018-19 Budget includes sufficient appropriation authority for the activities described in this agreement. These services are funded through both the Child Welfare Services allocation (BU 501) and the Mental Health allocation (BU 410), which requires a County share of cost met largely through Realignment. Sufficient budget authority will be included in future fiscal year budget requests. No additional County General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
Amendment	10/9/2018	Amendment

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND ANDREW J. WONG INCORPORATED

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and Andrew J. Wong Incorporated, a California corporation ("Consultant") (collectively, the "Parties" and individually a "Party"), for the purpose of developing and providing ongoing maintenance of a Child and Adolescent Needs and Strengths ("CANS") reporting database.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on and effective November 1, 2016 for the purpose of developing and providing ongoing maintenance of a Child and Adolescent Needs and Strengths ("CANS") reporting database.
("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to change the scope of services and compensation for the services to be provided herein and to add additional budget items ("First Amendment")".

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 1 of the Agreement is amended as of May 1, 2018 in its entirety to read as follows:

Section 1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement and consideration of the compensation hereinafter set forth, Consultant shall perform services for County as prescribed in the Scope of Work ("**EXHIBIT A-1**"), attached and incorporated herein. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of its EXIBITS, the provisions of this agreement shall govern.

II. Section 3 of the Agreement is amended as of May 1, 2018 in its entirety to read as follows:

Section 3. COMPENSATION.

A. In accordance with the budget ("**EXHIBIT B-1**"), attached and incorporated herein, as prescribed in Section 4, County shall pay to Consultant a maximum of $116, 875 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed $116, 875.

B. During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 10 percent of any Budget

Category during the entire term of this agreement and provided further that the line item shift shall not increase the total compensation payable under this agreement.

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

III. **EXHIBIT A-1** is attached to this First Amendment and is effective as of May 1, 2018. **EXHIBIT A** attached to the Original Agreement shall remain in effect between November 1, 2016 and April 30, 2018.

IV. **EXHIBIT B-1** is attached to this First Amendment and is effective as of May 1, 2018. **EXHIBIT B** attached to the Original Agreement shall remain in effect between November 1, 2016 and April 30, 2018.

V. **REAFFIRMATION**

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

VI. **ENTIRE AGREEMENT**

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

VII. **EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date:_____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: A.B. Cox 10/5/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 10/08/18
James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY APPROVAL

By: 10-8-2018
Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 10/1/2018

_____
Andrew J. Wong, President

Date: 10/1/2018

_____
Lisa Le, Controller

Tax I.D.#: On file

EXHIBIT A-1

Scope of Work

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

A. **Functional/Technical Requirements Analysis Report.**

1. Consultant shall perform an analysis of the specific data fields matching County Child and Adolescent Needs and Strengths "CANS" Questionnaire in Portable Document Format ("PDF"), field lengths, work flow, and release information required by County and draft a comprehensive Functional/Technical Requirements Analysis Report ("Report") based on the in-depth analysis. The Report will define all aspects of system configurations required for the County CANS Reporting to perform and will provide a detailed specification for the Consultant implementation engineers to begin configuring the database, security and interface. The specifications shall include, but not limited to:
   a. Specific requirements for data import flat file;
   b. Field Lengths and structure specific user groups and security;
   c. User roles and security; and
   d. Ad-hoc reporting requirements.
2. Consultant shall, once the Report has been completed use the Report to create a Project Plan with detailed implementation dates, benchmark dates, and resource requirements for both County and Consultant.

B. **Implementation.**

Upon receipt of all documentation, data files, and reporting components from County, as prescribed in Section 2.B. of this agreement, Consultant shall provide:

1. Data and application hosting for up to 3 years;
2. Data back-up and recovery services;
3. Data Security;
4. Hardware and software support;
5. Application hosting;
6. Setup database structures;
7. Setup of user interface to allow data download of all data in .csv format;
8. Configure weekly automated data import; and
9. Provide one-time import of data from Excel.
10. Development of CANS Core 50, Early Childhood CANS and Pediatric Symptom Checklist (PSC 35) within the existing CANS system.

C. Final System Testing.

Consultant shall work with appropriate County personnel to ensure user interface and reporting functionality are properly tested, and then import the interface into the County's CANS reporting application.

D. Training(s).

1. Administrator training:

   Consultant shall train three designated County administrators on the core functions, terminology, and theory of how the CANS Reporting Interface works.

2. End User Training:

   a. After administrators have been trained, the Consultant's Implementation Engineer shall train County's end-users, and/or designated trainers from the County that would be responsible for training County users.

   b. Training shall be conducted at a County site for two 3-hour sessions.

   c. At the conclusion of the training, County's end users, and/or designated trainers shall demonstrate the use of CANS Reporting interface.

   d. The Implementation Engineer shall provide answers to questions and situations County users encounter and make suggestions on how to perform the action more effectively.

   e. Training shall include but not limited to, the following topics and features the County uses:

      i. Entering client intake data;

      ii. Entering CANS assessment data;

      iii. Running individual client reports;

      iv. Running reports by groups of clients;

      v. Downloading raw data;

      vi. Importing external data; and

      vii. Creating new reports.

   f. Provide contextual help for users via pop-up windows on each page of the web based application.

II. FINAL SYSTEM ACCEPTANCE/ CUSTOMER SATISFACTION.

A. Project Completion/Sign-off:

Consultant's Project Manager shall give clear direction, to the appropriate County personnel, during the sign-off phase as to:

1. Who and when to call for Consultant's assistance;

2. Phone numbers for the appropriate Consultant's staff; and

3. Consultant's Help desk phone number(s), email address(es), and instruction on how to make a report to the help desk.

B. Customer Satisfaction Program:

After the implementation is complete, Consultant shall conduct five different follow-ups via telephone or online meeting with the appropriate County personnel to trouble shoot any remaining issues, at: 1) two business days; 2) five business days; 3) ten business days; 4) one month; and 5) three months. The follow-ups shall focus on the following topics:

1. **Two business days:** Follow-up shall focus on training follow-up, and answering questions on any unforeseen issue(s);
2. **Five business days:** Follow-up shall focus on process review, and confirming proper functionality;
3. **Ten business days:** Follow-up shall focus on implementation review;
4. **One month:** Follow-up shall focus on implementation and new product review;
5. **Three months:** Follow-up shall focus on the final solution review, and new product introduction; and
6. **Ongoing:** Follow up shall focus on functionality, answering questions on any unforeseen issues, and product review.

EXHIBIT B-1

CANS BUDGET

Task/Service	Units	# of Units	Cost per Unit	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total Costs
1. Bring Up Initial System							
1.1. Build database	hours	26	$175	$4,550			$4,550
1.2. Configure interface, security and workflow	hours	53	$175	$9,275			$9,275
1.3. Project Management	hours	12	$200	$2,400			$2,400
Total #1				$16,255			$16,225
2. Configure Forms and Reports							
2.1. Configure CANS form, format PDF and data download	hours	25	$175	$4,375			$4,375
2.2. Configure flexible CANS reporting tool	hours	66	$175	$11,550			$11,550
2.3. Project Management	hours	12	$200	$2,400			$2,400
Total #2				$18,325			$18,325
3. Data Import							
3.1. Configure weekly automated data import	hours	50	$175	$8,750			$8,750
3.2. One-time import of data from Excel	hours	40	$175	$7,000			$7,000
3.3. Project Management	hours	10	$200	$2,000			$2,000
3.4. Project Management for optional items	hours	6	$200	$1,200			$1,200
Total #3				$18,950			$18,950
4. Training and Maintenance for 3 years							
4.1. Training	hours	10	$150	$1,500			$1,500
4.2. Monthly hosting costs, including tech support Year 1*	months	9	$1,000	$9,000			$9,000
4.3. Monthly hosting costs, including tech support Year 2	months	12	$1,000		$12,000		$12,000
4.4. Monthly hosting costs, including tech support Year 3	months	12	$1,000			$12,000	$12,000
Total #4				$10,500	$12,000	$12,000	$34,500
5. Adding New CANS Data Entry							
5.1 Add Pediatric Symptom Checklist Form	hours	17	$175		$2,975		$2,975
5.2 PSC Security Functionality	hours	33	$175		$5,775		$5,775
5.3 Add new CANS forms	hours	36	$175		$6,300		$6,300
5.4 Update CANS Reporting	hours	56	$175		$9,800		$9,800
5.5 Update Victor Data Transfer	Hours	23	$175		$4,025		$4,025
Total #5					$28,875		$28,875
TOTAL				**$64,000**	**$40,875**	**$12,000**	**$116,875**

* Nine months of hosting is based on launching with data entry functionality after three months.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Agreement with Technical Resource Management, LLC, DBA Cordant for drug testing services.

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisorial District No. :

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 Technical Resource Management, LLC, dba Cordant Health Solutions in an amount not to exceed $110,000 to provide drug and alcohol confirmation testing for the period July 1, 2018 through June 30, 2019, with two one-year optional renewals.

SUMMARY

N/A

DISCUSSION

The Health and Human Services Agency (HHSA) Public Health Laboratory currently provides alcohol and drugs of abuse testing for HHSA-Children's Services, Shasta County Probation, and HHSA Regional Services Perinatal Treatment Services. Drug testing services include confirmation testing for specific drugs, as well as detection of extended markers of alcohol use, for which HHSA must contract with an outside vendor. HHSA conducted a nationwide search through a Request for Quotes (RFQ) process from which Technical Resource Management (TRM) was selected. HHSA has been contracting with TRM for more than eight years and during that time they have provided excellent customer service. TRM meets all specifications requested in the RFQ, including the required certifications.

ALTERNATIVES

Alternatives include not approving the agreement; amending the terms of the agreement or requesting staff to issue another RFQ in order to explore the current market for these services.

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. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Cordant Health Solutions	10/16/2018	Cordant Health Solutions

No Withholding

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND TECHNICAL RESOURCE MANAGEMENT, LLC DBA CORDANT HEALTH SOLUTIONS

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency Public Health Branch ("County"), a political subdivision of the State of California and Technical Resource Management, LLC DBA Cordant Health Solutions ("Consultant") for the purpose of drug and alcohol confirmation testing (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

A. Ensure that no laboratory services are rendered by Consultant without a complete and clear order through a laboratory requisition form, either hard copy or electronic, which is issued by County. Pursuant to a valid and clear test order, Consultant agrees to perform laboratory services for County, in accordance with those tests and services identified on the Drug Screen Test Request Form, **Attachment A,** attached and incorporated herein.

B. Provide laboratory based testing services, Ethyl Glucuronide/Sulfate Alcohol testing (EtG/EtS), for the purpose of alcohol and drug testing. Additional testing, when indicated, shall be performed to confirm the existence of the Drugs/Drug Classes listed in the Price Sheet, **Attachment B,** attached and incorporated herein. Specimens indicating a positive EtG/EtS result will be confirmed by Liquid Chromatography/Tandem Mass Spectrometry ("LC/MS/MS") unless otherwise and specifically indicated to Consultant to not perform a confirmation. Provide certified laboratory test reports to County at no additional charge.

C. Provide all supplies necessary for specimen collection free of charge. Supplies shall be shipped to County within 48 hours of County's request.

D. Provide daily common carrier courier service and overnight delivery for specimen pick up when the volume of samples is three or more per pick up. Provide prepaid postage box mailers to County when there are fewer than three specimens per pick up.

E. Analyze each sample of adequate volume and perform screening as ordered on the Requisition Form. Upload test results to the Consultant's Web Order Entry & Reporting Portal ("WOERP") within 72 hours after sample is received.

F. Store negative samples for seven days. Store confirmed positive samples in a secured freezer for six months from the date received, unless longer storage time is requested in advance and in writing by County.

G. Provide technical support to answer questions from County at no cost.

H. Maintain the chain of custody at all times specimens are in Consultant's custody.

I. Arrange for the appropriate confirmation laboratory staff to provide telephonic forensic testimony and written declarations upon request by County at the rate set forth in Attachment B. Each litigation packet shall include all raw data obtained from the instruments used to perform the alcohol and drug tests, Chromatography Results, as well as the names, resumes, and credentials for each person that performed the alcohol or drug tests.

J. Arrange for the appropriate confirmation laboratory staff to provide in person forensic testimony upon request by County at the rate set forth in Exhibit B.

K. 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.

B. Monitor the outcomes achieved by Consultant.

C. Properly package all outgoing specimens and notify common carrier when pick up is required. When fewer than three samples are ready for shipment, County shall transport specimens in the postage paid mailers provided by Consultant. County shall request necessary and proper laboratory services from Consultant by completing the laboratory requisition form. County agrees to provide Consultant with complete and accurate information including, but not limited to, individual's information/donor identification and clearing tests ordering as required by Consultant to perform laboratory services. County agrees to complete a laboratory requisition form for each individual for whom laboratory services are requested. County shall collect and submit to Consultant a minimum of ***40ml for all urine specimens.***

No Withholding

D. Be responsible for, and reimburse Consultant for, all shipping charges incurred as a result of Consultant shipping to County testing supplies as listed in **Attachment B.**

E. Maintain the chain of custody at all times specimens are in County custody.

Section 3. **COMPENSATION.**

A. Consultant shall be paid per confirmation test based on the price listed in **Attachment B** for the drugs/drug classes listed in **Attachment B.** In no event shall compensation for the services described in items 1A through 1H exceed $105,000 during the term of this agreement, or any extensions thereof as provided for in Section 5, for the services described in this agreement.

B. Consultant shall be paid for services described in 1I based on the price listed in Attachment B. In no event, shall items billed under item 1I exceed $600 during the term of this agreement, or any extensions thereof as provided for in Section 5 of this agreement.

C. Consultant shall be paid for services described in 1J based on the price listed in Attachment B. In no event, shall total items billed under 1J exceed $4,400 during the term of this agreement, or any extensions thereof as provided for in Section 5. Furthermore, hourly compensation for 1J shall not exceed $2,400 and compensation for travel expenses shall not exceed $2,000 during the term of this agreement, or any extensions thereof as provided for in Section 5.

D. County shall not reimburse Consultant for alcohol, in-room movies, laundry, sundries, or family expenses. Mileage will be reimbursed at the approved Internal Revenue Service (IRS) rate. Per diem and motel expenses shall not exceed state-approved levels as prescribed here: http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx. Travel expenses are to be approved in advance by the Shasta's Public Health Branch Director or his/her designee. Receipts shall be submitted to Shasta for actual travel expenses to be reimbursed.

E. In no event, shall total compensation exceed $110,000 during the term of this agreement, or any extensions thereof as provided for in Section 5, for the services described in this agreement.

F. County shall be responsible for monitoring and tracking the total compensation and ceasing to send in specimens to Consultant if this cap is reached.

G. 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.**

No Withholding

A. Consultant shall submit to Shasta County Health & 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 may be extended by County for two additional one-year terms at the end of the initial term, under the same terms and conditions, provided that County notifies Consultant of such extension by providing a written notice to Consultant 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.

No Withholding

C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. County's right to terminate this agreement may be exercised by the County Executive Officer, or the Shasta County Health and Human Services Agency (HHSA) Director or any HHSA Branch Director designated by the HHSA Director.

E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.

F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

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

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Shasta County Health and Human Services Agency (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.

No Withholding

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

No Withholding

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') 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.

No Withholding

(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.

No Withholding

(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.

No Withholding

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.

No Withholding

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County:
Branch Director
HHSA Public Health Branch
Attn: Contracts Unit 2650 Breslauer Way
Redding, CA 96001
Phone: 530-225-3761
Fax: 530-225-3743

If to Consultant:
General Counsel
Technical Resource Management, LLC
DBA Cordant Health Solutions
12015 46th Ave. Suite 220
Denver, CO 80239
Phone: 800-848-5955 Ext. 6288
Fax: 303-371-0583

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.

No Withholding

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.

No Withholding

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. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY

In addition to, and without limiting the requirements of Section 10, the Parties acknowledge the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations ("HIPAA"). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 10.

SIGNATURE PAGE FOLLOWS

No Withholding

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

COUNTY OF SHASTA

Date:_____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By:_____
Deputy

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

By: 10/15/18

RISK MANAGEMENT APPROVAL

By: 10/15/18

CONSULTANT

Date: 10/8/2018

By: Amanda Gibbs
Amanda Gibbs,
Vice President and General Manager
Cordant Health Solutions

No Withholding

ATTACHMENT A

Cordant

Test Request & Chain of Custody Document

E1052063

ALL SHADED AREAS MUST BE COMPLETED - BLUE OR BLACK BALLPOINT PEN ONLY / NO HIGHLIGHTERS!

REQUESTED BY:

158981 PLEASE PRINT NAME
SHASTA COUNTY PUBLIC HEALTH
2650 BRESLAUER WAY
REDDING CA 96001

I certify that the specimen accompanying this form is mine, and was sealed with a tamper evident seal in my presence and that the information provided on this form and on the label is correct.

DONOR SIGNATURE _____ DATE _____

I certify that the specimen accompanying this form is the specimen given to me by the donor. I further certify that it was sealed in my presence with the accompanying specimen evidence seal.

COLLECTOR SIGNATURE _____ DATE _____

(ONLY COMPLETE THIS SECTION IF NEEDED)

ADDITIONAL CUSTODIAN OTHER THAN COLLECTOR _____ DATE _____

DONOR NAME (OR SPECIMEN I.D.) PRINT LEGIBLY

LAST	FIRST	M.I.

SS #	CASE #	OTHER ID #

DONOR TELEPHONE DAY ( ) NIGHT ( )

DATE COLLECTED	TIME COLLECTED	DATE OF BIRTH	SEX	RACE
/ /			☐ M ☐ F	

LIST PRESCRIPTION & OVER THE COUNTER MEDICATIONS TAKEN IN THE LAST 10 DAYS

ORDER TYPE
- ☐ PRE-EMPLOYMENT
- ☐ FOLLOW UP
- ☐ FOR CAUSE
- ☐ RANDOM
- ☐ WR
- ☐ OWI
- ☐ PAROLE
- ☐ OTHER _____

☐ TEMP (90-100 F) ☐ VISUALLY MONITORED

PLACE SEAL ACROSS CAP OF SPECIMEN CONTAINER

Donor initials _____

Date _____

PLACE OVER CENTER OF CAP

E1052063

TEST REQUEST

___[1612] AMPHETAMINES/METHAMPHETAMINES CONFIRMATION
___[1610] OPIATES CONFIRMATION
___[1621] THC CONFIRMATION
___[1614] BENZO CONFIRMATION

THE TEST BELOW NEEDS TO BE ORDERED IN ADDITION TO ONE OF THE PANELS ABOVE
___[88 3] TRAMADOL

___[2911] ETG PANEL

!! FOR LABORATORY USE ONLY!!

COC defects listed here: (if none are listed, none were found)

Specimen inspected for:
- seal integrity,
- matching COC #,
- donor initials

and placed in temporary storage.

By: _____

Date:

SEND TO LAB

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - Public Works-10.

SUBJECT:

Toronto Avenue "YIELD" Sign

DEPARTMENT: Public Works

Supervisorial District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Adopt Resolution No. 445 of Ordinance No. 413-1 for placement of a "YIELD" sign on Toronto Avenue (County Road No. 7P079) at Tall Timber Lane (private road).

SUMMARY

Staff recommends the installation of a "YIELD" sign on the approach of Toronto Avenue at Tall Timber Lane in the community of Burney.

DISCUSSION

Toronto Avenue dead-ends into Tall Timber Lane in Burney. The three-way intersection is uncontrolled. A traffic engineering study (attached) has found that operational improvements could be gained through the installation of a "YIELD" sign on Toronto Avenue.

ALTERNATIVES

The Board may elect to leave the intersection uncontrolled.

OTHER AGENCY INVOLVEMENT

The California Highway Patrol (CHP) will enforce this ordinance after its adoption. County Counsel has approved the resolution as to form. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The Adopted 2018/19 Road Fund budget contains adequate funds necessary to carry on a continuous traffic engineering program. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Resolution No. 445 of Ordinance No. 413-1	10/11/2018	Resolution No. 445 of Ordinance No. 413-1
Toronto Avenue Intersection Report	10/10/2018	Toronto Avenue Intersection Report

COUNTY OF SHASTA
STATE OF CALIFORNIA

RESOLUTION NO. 445
OF ORDINANCE NO. 413-1

WHEREAS, Burney Junior Senior High School (BJSHS) expressed concerns about the operational safety of the uncontrolled intersection at Toronto Avenue and Tall Timber Lane adjacent to the school grounds; and

WHEREAS, Shasta County Public Works prepared an Intersection Report for Toronto Avenue at Tall Timber Lane in Burney (hereinafter, "Report"); and

WHEREAS, the Report concluded that the intersection sight distance is not adequate, causing poor visibility near the intersection. Engineering judgement determined that a YIELD Sign application would be appropriate at this location on the Toronto Avenue approach. The installation of a YIELD sign will require motorist on Toronto Avenue to identify motorist and pedestrians approaching the intersection, yield the right-of-way, permitting pedestrians and motorist traveling on Tall Timber Lane to proceed freely.

NOW, THERFORE, BE IT RESOLVED by the Board of Supervisors of the County of Shasta, State of California, pursuant to Ordinance No. 413-1, that the Public Works Director may place, or have placed, a YIELD sign at the following location:

On County Road 7P079 (Toronto Avenue) at its intersection with Burney Junior Senior High School grounds (Tall Timber Lane).

DULY PASSED AND ADOPTED this 23rd day of October, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

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

By _____
Deputy

Shasta County Intersection Report for
Toronto Avenue at Tall Timbers Lane in Burney
Prepared by Moises Lozano

Concerns
The Department received an inquiry from Burney Junior Senior High School (BJSHS) with concerns about the operational safety of the uncontrolled intersection at Toronto Avenue and Tall Timber Lane adjacent to the school grounds.

Site Description
Within a residential neighborhood, Toronto Avenue and Tall Timber Lane intersect adjacent to Burney Elementary and BJSHS. The primary traffic along Toronto Avenue is mostly school related. Tall Timber Lane is a driveway within BJSHS grounds and provides access within the school facilities and parking lots. The Toronto Avenue approach intersects Tall Timber Lane at a right angle to form a T-Intersection. One street lamp is near the intersection to aid in night time visibility.

TORONTO AVENUE
West Approach: Uncontrolled, the approach is level as it nears the intersection, residential driveways and continuous on street parking on one side of the street, no sidewalks along the street. Sight distance to cross traffic is limited due to tall trees and brush vegetation on private property. Pavement Markings are used 1000 feet ahead of the intersection: "SLOW" "SCHOOL" "XING" and yellow Crosswalk at the intersection. A School Speed Limit Assembly C (CA) SR4-1(CA) is installed 1000 feet ahead of the intersection. "No Passing" centerline and edgelines striping extend far before the intersection.

TALL TIMBER LANE
North Approach: Uncontrolled, the approach is level, no driveways or sidewalks located on either side. Staff parking lot is near the intersection. Sight distance is obstructed by vegetation. No striping along the approach.

South Approach: Uncontrolled, the approach is level with no driveways or sidewalks on either side. Staff parking lot is at the end of this driveway. Sight distance is obstructed by vegetation. Edgeline striping is along this approach.

Speed Limit
Within a residential neighborhood and along school routes, prima facie speed limit is 25 MPH. Near school drop-off/pickup zone generally vehicles travel slowly.

Intersection Characteristics
Vehicles typically use Toronto Avenue to access both schools grounds, since it connects both school grounds. Pedestrians and bicyclist use Toronto Avenue as a school route.

Traffic entering and exiting the school grounds, create conflicts. Since the intersection is uncontrolled and the majority of traffic flow is through the north approach of Tall Timber Lane and Toronto, when cars on the north approach of Tall Timber Lane choose to continue straight through the intersection (right-of-way rule), motorist on Toronto Avenue don't yield as established by the right-of-way rule at the intersections. A YIELD sign will aid in the orderly flow of traffic.

Collision History

There have been no reported collisions at this intersection in the last five years. Slow speeds likely prevent minor and serious accidents.

Traffic Volumes

Traffic counts were not performed for the intersection. Traffic occurring at this intersection is mostly generated during school days during drop-off and pick-up time and school related events.

Conclusion(s)

Intersection sight distance is not adequate, causing poor visibility near the intersection. Engineering judgement determines that a YIELD Sign application would be appropriate at this location on the Toronto Avenue approach. The installation of a YIELD sign will require motorist on Toronto Avenue to identify motorist and pedestrians approaching the intersection, yield the right-of-way, permitting pedestrians and motorist traveling on Tall Timber Lane to proceed freely.

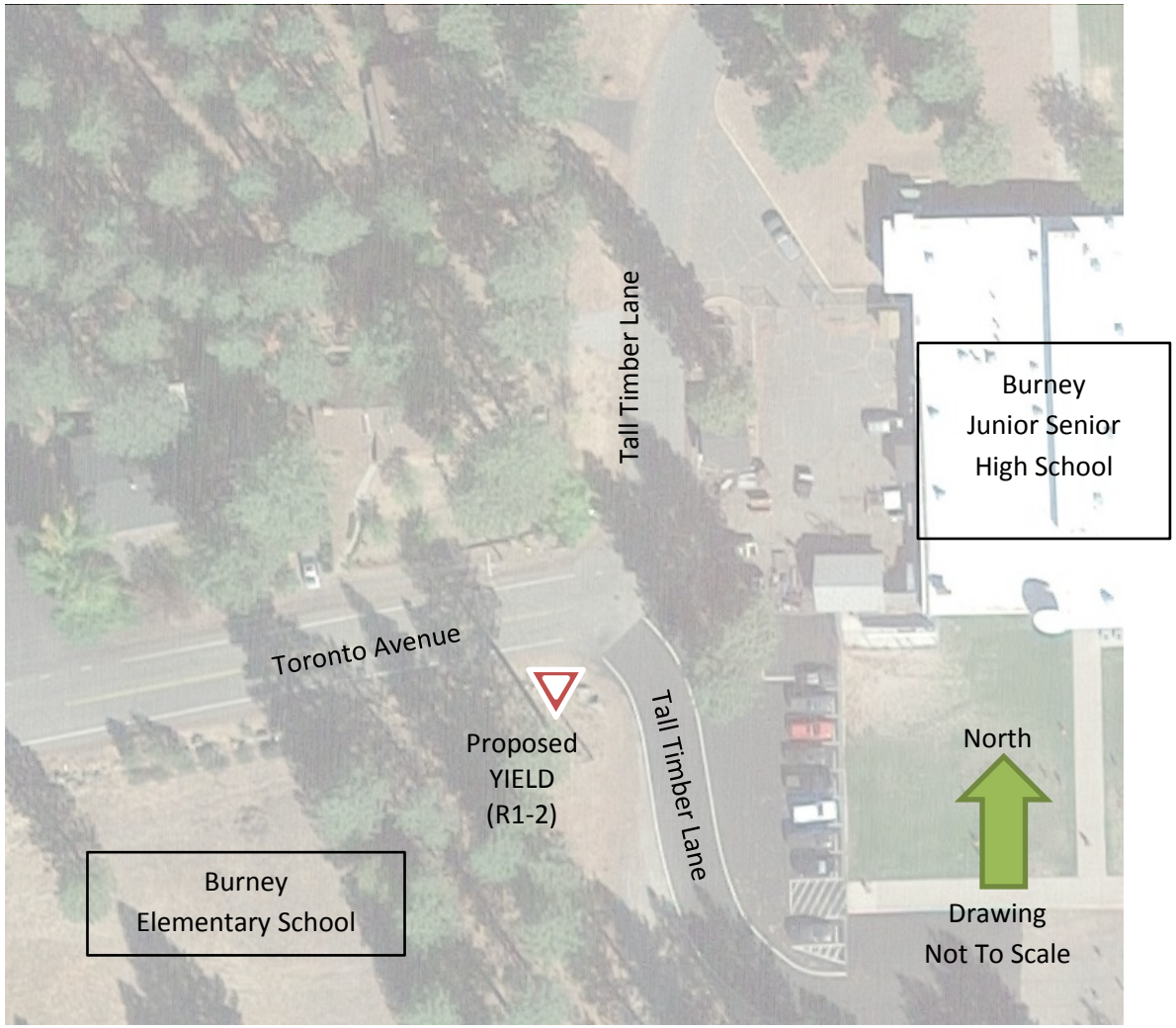
Signed:

REGISTERED PROFESSIONAL ENGINEER
MOISES LOZANO
85453
CIVIL
STATE OF CALIFORNIA

Date: 10.10.2018

Moises Lozano,
Associate Engineer
Attachments:
Drawing

Intersection Layout for
Toronto Avenue at Tall Timber Lane



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Consent - Resource Management-11.

SUBJECT:

Budget amendment to allocate funds for Household Hazardous Waste Grant Program.

DEPARTMENT: Resource Management

Supervisorial District No. : ALL

DEPARTMENT CONTACT: PAUL A. HELLMAN, DIRECTOR OF RESOURCE MANAGEMENT (530) 225-5789

STAFF REPORT APPROVED BY: PAUL A. HELLMAN, DIRECTOR OF RESOURCE MANAGEMENT

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

RECOMMENDATION

Approve a budget amendment increasing appropriations by $59,500 and revenue by $61,000 in the Environmental Health Division budget to administer the Household Hazardous Waste Grant Program, piloting the California Product Stewardship Council's ReFuel Your Fun Campaign.

SUMMARY

A budget amendment is proposed to administer the Household Hazardous Waste Grant Program, HD31 awarded to Shasta County, DRM by the California Department of Resources Recycling and Recovery (CalRecycle), as authorized by the Public Resources Code, to help local governments establish or expand household hazardous waste collection programs. HD31 is for Small Projects Funding for fiscal year 2018-19.

DISCUSSION

On April 17, 2018, the Shasta County Board of Supervisors authorized the submittal of the regional application by the DRM and, in agreement with the cities of Anderson, Redding and Shasta Lake, to apply for $100,000 in grant funds for the Household Hazardous Waste Grant Program, HD31.
DRM Community Education staff, in partnership with the cities of Anderson, Redding and Shasta Lake, will work with the California Product Stewardship Council (CPSC) between Fall of 2018 and September 30, 2021, to expand local implementation of the Refuel Your Fun Campaign. The campaign would encourage residents in the cities and County to recycle their one-pound disposable propane gas cylinders and to purchase refillable one-pound propane gas cylinders. CPSC and County staff will recruit and promote retailers to sell, refill, and exchange the refillable one-pound propane gas

cylinders as well as promote the program utilizing local media.

ALTERNATIVES

The Board may decline to approve the budget amendment. Currently budgeted appropriations for FY 2018/19 are insufficient to administer the program.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. The cities of Anderson, Redding and Shasta Lake concur with the recommendations and have submitted Letters of Authorization authorizing Shasta County to apply for and administer this program on their behalf.

FINANCING

The appropriations for this grant include staff time that has been budgeted in the normal budget process. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
BUDGET AMENDMENT FORM	9/18/2018	BUDGET AMENDMENT FORM

County of Shasta

Budget Amendment

Resource Management (0060)
Department Name & Fund No.

Appropriations

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
40200	034800	121,000	168,500	47,500
40200	035700	28,450	40,450	12,000
Total				59,500

Revenue

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
40200	549170	0	61,000	61,000
Total				61,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Regular - General Government-5.

SUBJECT:

N/A

DEPARTMENT: Administrative Office

Supervisorial District No. : ALL

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

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

Vote Required?	General Fund Impact?
No Vote	No General Fund Impact

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Regular - General Government-6.

SUBJECT:

Salary Resolution which amends the Shasta County Salary Schedule, Classification Specifications, and Position Allocation list for October Personnel Amendments.

DEPARTMENT: Support Services-Personnel

Supervisorial District No. : ALL

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

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services, (530) 225-5515

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

RECOMMENDATION

Take the following actions associated with the October Personnel Amendments: (1) Adopt a salary resolution, effective October 28, 2018, which: (a) amends the County Class Specifications and Salary Schedule as follows: (i) add Disease Investigation Specialist I/II; (ii) add Senior Agency Staff Services Analyst; (iii) add footnote 75: An additional five percent (5%) will be added to the base salary of a department head when appointed as the Shasta County Director of Disaster Recovery by the County Executive Officer from the date of appointment until the County Executive Officer concludes the appointment; (b) amends the County Salary Schedule as follows: (i) adjust Personnel Analyst I/II/III from classified to unclassified; (ii) adjust Risk Management Analyst I/II/III from classified to unclassified; (iii) adjust Employment Services Instructor III from unclassified to classified; (c) amends the County Position allocation list as follows: (i) from 1.0 Full-Time Equivalent (FTE) Personnel Assistant – Confidential to 1.0 FTE Agency Staff Services Analyst I/II – Confidential and add 2.0 FTE Senior Agency Staff Services Analyst in the Support Services – Personnel budget; (ii) add 1.0 FTE Deputy District Attorney I/II/III in the District Attorney budget; (iii) delete 1.0 FTE Office Assistant I/II and add 1.0 FTE Legal Process Clerk I/II in the District Attorney – Victim Witness budget; (iv) delete 1.0 FTE Administrative Secretary I and add 1.0 FTE Staff Services Analyst I/II in the Health Services – Mental Health Combined budget; (v) delete 1.0 FTE Staff Nurse I/II and add 1.0 FTE Social Worker Supervisor I/II in the Health Services – Mental Health Services Act budget; (vi) delete 1.0 FTE Community Health Advocate, delete 1.0 FTE Public Health Nurse I/II, and delete 1.0 Typist Clerk I/II in the Health Services – Public Health – CCSS budget; (vii) add 1.0 FTE Community Health Advocate, add 1.0 FTE Community Education Specialist I/II, and add 1.0 FTE Typist Clerk I/II in the Public Health budget; (viii) from 1.0 FTE Administrative Secretary I to 1.0 FTE Office Assistant Supervisor, and from 1.0 Business Officer Clerk I/II to 1.0 FTE Accounting Technician, delete 1.0 FTE Staff Nurse II, add 1.0 FTE Assistant Social Worker/Social Worker, and add 1.0 FTE Patient's Rights Advocate in the Mental Health budget; (ix) delete 1.0 FTE Public Health Nurse I/II in the Public Health budget; (x) add 1.0 FTE Social Worker Supervisor II in the Social Services and Benefit Administration budget; (xi) add 1.0 FTE Disease Investigation Specialist I/II in the Public Health budget; (xii) from 4.0 FTE Eligibility Worker I/II to 4.0 FTE Eligibility Worker III, delete 1.0 FTE Office Assistant I/II, and add 1.0 FTE Senior Staff Services Analyst in the Social Services and Benefit Administration budget; (xiii) delete 1.0 FTE Assistant Social Worker/Social Worker/Senior Social Worker in the Social Services and Benefit Administration budget; (xiv) add 1.0 FTE Mental Health Clinician I/II in the Mental Health budget; (xv)

delete 1.0 FTE Employment Services Supervisor and add 1.0 FTE Office Assistant III in the Social Services – Opportunity Center budget; (d) amends the County Salary Schedule increasing the salary range to five percent above the 2019 California Minimum Wage ($12.60) for various job classifications effective December 23, 2018; (2) amend the class specifications for the Assistant Director of Child Support Services, Child Support Program Manager, and Supervising Child Support Specialist positions effective October 23, 2018; and (3) adopt class specifications for the Disease Investigation Specialist I, Disease Investigation Specialist II, and Senior Agency Staff Services Analyst positions effective October 23, 2018.

SUMMARY

N/A

DISCUSSION

The proposed recommendations are modifications to the Shasta County Salary Schedule, Classification Specifications, and Position Allocation List. The modifications included in the October Personnel Amendments are items that require attention and will assist County departments in maintaining their current budget and complying with the Personnel Rules, as well as forecasting for the upcoming fiscal year. The departments' current business operational needs require the recommended position allocation changes and classification specification changes. The October Personnel Amendments eliminates the requirement for each department to prepare and present a separate board report.

ALTERNATIVES

The Board may choose to not approve the recommendations in whole or in part; however, this is not recommended as the items listed are necessary for efficient business operations. Extensive research and analysis was conducted by and between the County Administrative Office, various departments, and the Department of Support Services.

OTHER AGENCY INVOLVEMENT

The departments of the County Administrative Office, Child Support Services, District Attorney, Health and Human Services Agency, and Support Services have requested the recommended modifications. The modifications have been reviewed and approved by the County Administrative Office and the Department of Support Services.

FINANCING

The financial impacts of the recommendations are included in each of the requesting department's FY 2018-2019 Adopted Budget. The District Attorney and Support Services will submit budget amendments to reflect the necessary adjustments.

cc:
Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Stephanie Bridgett, District Attorney
Donnell Ewert, HHSA Director
Tracy Tedder, HHSA Branch Director
Megan Dorney, HHSA Deputy Branch Director

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	10/12/2018	Salary Resolution
Classification Specification-Disease Investigation Specialist I	10/12/2018	Classification Specification-Disease Investigation Specialist I

Classification Specification-Disease Investigation Specialist II	10/12/2018	Classification Specification-Disease Investigation Specialist II
Classification Specification-Senior Agency Staff Services Analyst	10/15/2018	Classification Specification-Senior Agency Staff Services Analyst
Redline Classification Specification - Assistant Director of Child Support Services	10/15/2018	Redline Classification Specification - Assistant Director of Child Support Services
Final Classification Specification - Assistant Director of Child Support Services	10/12/2018	Final Classification Specification - Assistant Director of Child Support Services
Redline Classification Specification - Child Support Program Manager	10/15/2018	Redline Classification Specification - Child Support Program Manager
Final Classification Specification - Child Support Program Manager	10/12/2018	Final Classification Specification - Child Support Program Manager
Redline Classification Specification - Supervising Child Support Specialist	10/15/2018	Redline Classification Specification - Supervising Child Support Specialist
Final Classification Specification - Supervising Child Support Specialist	10/12/2018	Final Classification Specification - Supervising Child Support Specialist

SALARY RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY CLASSIFICATION SPECIFICATIONS, SHASTA COUNTY SALARY SCHEDULE, AND SHASTA COUNTY POSITION ALLOCATION LIST

BE IT RESOLVED that effective October 28, 2018, the following amendments are made to the Shasta County Classification Specifications and the Shasta County Salary Schedule for positions in County service:

Footnotes	Footnote Language
ADD	
75	An additional five percent (5%) will be added to the base salary of a department head when appointed as the Shasta County Director of Disaster Recovery by the County Executive Officer from the date of appointment until the County Executive Officer concludes the appointment.

Footnotes	Classification Title	Class. Unclass.	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
ADD						
	Disease Investigation Specialist I	C	UPEC	472	4035	5151
	Disease Investigation Specialist II	C	UPEC	488	4363	5569
20,39,51	Senior Agency Staff Services Analyst	C	MGMT	482	4278	5461
FROM						
34,37,51	Agric Comm/Sealer of WTS/MS	U	MGMT	606	7836	10002
34,37,51	Chief Information Officer	U	MGMT	638	9160	11692
34,37,51	Chief Probation Officer	U	MGMT	623	8513	10866
34,37,51	County Counsel	U	MGMT	682	11355	14492
34,37,51	County Executive Officer	U	CEXO	717	13873	17706
34,37,51	Dir of Child Support Services	U	MGMT	634	8983	11466
34,37,51	Dir of Housing/Comm Action Prg	U	MGMT	581	6936	8852
34,37,51	Dir of Resource Management	U	MGMT	655	9952	12703
34,37,51	Dir of Support Services	U	MGMT	655	9952	12703

Footnotes	Classification Title	Class. Unclass.	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
34,37,51	HHSA Director	U	MGMT	692	11922	15217
34,37,51	Public Defender	U	MGMT	682	11355	14492
34,37,51,62	Public Works Director	U	MGMT	673	10866	13869
34,37,51	Veterans Service Officer	U	MGMT	487	4384	5595
TO						
34,37,51,75	Agric Comm/Sealer of WTS/MS	U	MGMT	606	7836	10002
34,37,51,75	Chief Information Officer	U	MGMT	638	9160	11692
34,37,51,75	Chief Probation Officer	U	MGMT	623	8513	10866
34,37,51,75	County Counsel	U	MGMT	682	11355	14492
34,37,51,75	County Executive Officer	U	CEXO	717	13873	17706
34,37,51,75	Dir of Child Support Services	U	MGMT	634	8983	11466
34,37,51,75	Dir of Housing/Comm Action Prg	U	MGMT	581	6936	8852
34,37,51,75	Dir of Resource Management	U	MGMT	655	9952	12703
34,37,51,75	Dir of Support Services	U	MGMT	655	9952	12703
34,37,51,75	HHSA Director	U	MGMT	692	11922	15217
34,37,51,75	Public Defender	U	MGMT	682	11355	14492
34,37,51,62,75	Public Works Director	U	MGMT	673	10866	13869
34,37,51,75	Veterans Service Officer	U	MGMT	487	4384	5595

BE IT FURTHER RESOLVED that effective October 28, 2018 the following amendments are made to the Shasta County Salary Schedule for positions in County service:

Footnotes	Classification Title	Class. Unclass.	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
FROM						
CLASSIFIED						
20,39,51	Personnel Analyst I	C	MGMT	486	4363	5569
20,39,51	Personnel Analyst II	C	MGMT	502	4717	6021
20,39,51	Personnel Analyst III	C	MGMT	535	5541	7072
20,39,51	Risk Management Analyst I	C	MGMT	486	4363	5569
20,39,51	Risk Management Analyst II	C	MGMT	502	4717	6021
20,39,51	Risk Management Analyst III	C	MGMT	535	5541	7072
TO						
UNCLASSIFIED						
20,39,51	Personnel Analyst I	U	MGMT	486	4363	5569
20,39,51	Personnel Analyst II	U	MGMT	502	4717	6021
20,39,51	Personnel Analyst III	U	MGMT	535	5541	7072
20,39,51	Risk Management Analyst I	U	MGMT	486	4363	5569
20,39,51	Risk Management Analyst II	U	MGMT	502	4717	6021
20,39,51	Risk Management Analyst III	U	MGMT	535	5541	7072

BE IT FURTHER RESOLVED that effective October 28, 2018 the following amendments are made to the Shasta County Salary Schedule for positions in County service:

Footnotes	Classification Title	Class. Unclass.	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
FROM						
UNCLASSIFIED						
33	Employment Services Instructor III	U	UPEC	355	2280	2910
TO						
CLASSIFIED						
33	Employment Services Instructor III	C	UPEC	355	2280	2910

BE IT FURTHER RESOLVED that effective October 28, 2018 the following amendments are made to the Shasta County Position Allocation List for positions in County service:

Footnotes	Classification Title	Class. Unclass	No. of Positions	FTE	Unique Position Number	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
CAO- PERSONNEL – Cost Center 130									
FROM									
	Personnel Assistant – Conf	C	1	1.0	1783	CONF	435	3402	4341
TO									
72	Agency Staff Servs Analyst I-Conf or	C	1	1.0		CONF	435	3402	4341
72	Agency Staff Servs Analyst II- Conf	C				CONF	465	3938	5026
ADD									
20,39,51	Senior Agency Staff Services Analyst	C	2	2.0		MGMT	482	4278	5461

Footnotes	Classification Title	Class. Unclass	No. of Positions	FTE	Unique Position Number	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
DISTRICT ATTORNEY -– Cost Center 227									
ADD									
	Deputy District Attorney I or	C				PROF	539	5650	7212
	Deputy District Attorney II or	C	1	1.0		PROF	555	6109	7798
	Deputy District Attorney III	C				PROF	589	7212	9205
DISTRICT ATTORNEY - Victim Witness– Cost Center 256									
DELETE									
60	Office Assistant I or	C				UPEC	335	2068	2640
			1	1.0	2172				
60	Office Assistant II	C				UPEC	348	2203	2813
ADD									
	Legal Process Clerk I or	C				UPEC	361	2348	2996
			1	1.0					
	Legal Process Clerk II	C				UPEC	381	2589	3304
HEALTH SERVICES-MH COMBINED –Center 422									
DELETE									
60	Admin Secretary I	C	1	1.0	1914	UPEC	381	2589	3304
ADD									
60	Staff Servs Analyst I or	C				UPEC	425	3208	4095
			1	1.0					
60	Staff Servs Analyst II	C				UPEC	455	3714	4740
HEALTH SERVICES-MHSA – Cost Center 404									
DELETE									
	Staff Nurse I or	C				PROF	511	4929	6291
			1	1.0	2885				
3	Staff Nurse II	C				PROF	521	5175	6605

Footnotes	Classification Title	Class. Unclass	No. of Positions	FTE	Unique Position Number	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
ADD									
31,51,60	Social Worker Supervisor I or	C	1	1.0		SUPV	469	3958	5051
31,51,60	Social Worker Supervisor II	C				SUPV	509	4811	6140
HEALTH SERVICES-PH-CCSS – Cost Center 417									
DELETE									
59	Community Health Advocate	C	1	1.0	3179	UPEC	391	2718	3469
	Public Hlth Nurse I or	C	1	1.0	1521	PROF	499	4648	5933
	Public Hlth Nurse II	C				PROF	529	5381	6868
	Typist Clerk I or	C	1	1.0	1242	UPEC	335	2068	2640
	Typist Clerk II	C				UPEC	348	2203	2813
PUBLIC HEALTH – Cost Center 411									
ADD									
59	Community Health Advocate	C	1	1.0		UPEC	391	2718	3469
60	Community Education Special I or	C	1	1.0		UPEC	472	4035	5151
41,60	Community Education Special II	C				UPEC	488	4363	5569
	Typist Clerk I or	C	1	1.0		UPEC	335	2068	2640
	Typist Clerk II	C				UPEC	348	2203	2813
MENTAL HEALTH – Cost Center 410									
FROM									
60	Admin Secretary I	C	1	1.0	1050	UPEC	381	2589	3304
	Business Office Clerk I or	C	1	1.0	1678	UPEC	352	2247	2868
	Business Office Clerk II	C				UPEC	367	2417	3086

Footnotes	Classification Title	Class. Unclass	No. of Positions	FTE	Unique Position Number	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
TO									
31,51,60	Office Assistant Supervisor	C	1	1.0		SUPV	422	3147	4016
60	Accounting Technician	C	1	1.0		UPEC	425	3208	4095
DELETE									
3	Staff Nurse II	C	1	1.0	2546	PROF	521	5175	6605
ADD									
60	Assist Social Worker or	C	1	1.0		UPEC	418	3101	3958
60	Social Worker	C				UPEC	448	3589	4581
	Patients' Rights Advocate	C	1	1.0		UPEC	476	4115	5252
PUBLIC HEALTH – Cost Center 411									
DELETE									
	Public Hlth Nurse I or	C	1	1.0	1813	PROF	499	4648	5933
	Public Hlth Nurse II	C				PROF	529	5381	6868
SOCIAL SERVICES & BEN. ADMIN. – Cost Center 501									
ADD									
31,51,60	Social Worker Supervisor II	C	1	1.0		SUPV	509	4811	6140

PUBLIC HEALTH – Cost Center 411

ADD									
	Disease Investigation Specialist I or	C	1	1.0		UPEC	472	4035	5151
	Disease Investigation Specialist II	C				UPEC	488	4363	5569

Footnotes	Classification Title	Class. Unclass	No. of Positions	FTE	Unique Position Number	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
SOCIAL SERVICES & BEN. ADMIN. – Cost Center 501									
FROM									
60	Eligibility Worker I or	C	4	4.0	2699 2711	UPEC	384	2627	3352
60	Eligibility Worker II	C			2729 2742	UPEC	409	2968	3787
TO									
	Eligibility Worker III	C	4	4.0		UPEC	419	3116	3977
DELETE									
60	Office Assistant I or	C	1	1.0	2121	UPEC	335	2068	2640
60	Office Assistant II	C				UPEC	348	2203	2813
ADD									
31,51,60	Senior Staff Services Analyst	C	1	1.0		SUPV	474	4056	5176
SOCIAL SERVICES & BEN. ADMIN. – Cost Center 501									
DELETE									
60	Assist Social Worker or	C				UPEC	418	3101	3958
60	Social Worker or	C	1	1.0	1099	UPEC	448	3589	4581
60	Senior Social Worker	C				UPEC	473	4055	5176
MENTAL HEALTH – Cost Center 410									
ADD									
	Mental Hlth Clinician I or	C	1	1.0		PROF	511	4929	6291
3	Mental Hlth Clinician II	C				PROF	531	5434	6936

Footnotes	Classification Title	Class. Unclass	No. of Positions	FTE	Unique Position Number	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
SOCIAL SERVICES – OPP CENTER – Cost Center 530									
DELETE									
31, 51	Employment Services Supervisor	C	1	1.0	3273	SUPV	433	3320	4237
ADD									
60	Office Assistant III	C	1	1.0		UPEC	371	2465	3146

BE IT FURTHER RESOLVED that effective December 23, 2018 the following amendments are made to the Shasta County Salary Schedule for positions in County service:

Footnotes	Classification Title	Class. Unclass.	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
FROM						
60	Account Clerk I	C	UPEC	345	2172	2772
	Agric Crewperson	U	NOBG	367	2004	2558
	Clerk I	C	UPEC	335	2068	2640
	Clerk II	C	UPEC	348	2203	2813
	Data Entry Operator I	C	UPEC	345	2172	2772
60	Driver	C	UPEC	335	2068	2640
33	Employment Services Instr I	C	UPEC	335	2068	2640
33	Employment Services Instr II	C	UPEC	345	2172	2772
33	Employment Services Instr III	C	UPEC	355	2280	2910
	General Aide	U	NOBG	367	2004	2558
	General Assistant	U	NOBG	367	2004	2558
60	Office Assistant I	C	UPEC	335	2068	2640

Footnotes	Classification Title	Class. Unclass.	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
60	Office Assistant II	C	UPEC	348	2203	2813
	Psychology Intern I	C	UPEC	FLAT	2098	2098
	Psychology Intern II	C	UPEC	FLAT	2268	2268
	Sheriff's Cadet	U	NOBG	367	2004	2558
	Typist Clerk I	C	UPEC	335	2068	2640
	Typist Clerk II	C	UPEC	348	2203	2813
	Typist Clerk II - Confid	C	CONF	358	2336	2982
	Vocational Instructor I	C	UPEC	335	2068	2640
	Vocational Instructor II	C	UPEC	345	2172	2772
	Vocational Instructor III	C	UPEC	355	2280	2910
TO						
60	Account Clerk I	C	UPEC	347	2193	2799
	Agric Crewperson	U	NOBG	385	2189	2793
	Clerk I	C	UPEC	347	2193	2799
	Clerk II	C	UPEC	358	2314	2953
	Data Entry Operator I	C	UPEC	347	2193	2799
60	Driver	C	UPEC	347	2193	2799
33	Employment Services Instr I	C	UPEC	347	2193	2799
33	Employment Services Instr II	C	UPEC	358	2314	2953
33	Employment Services Instr III	C	UPEC	368	2430	3101
	General Aide	U	NOBG	385	2189	2793
	General Assistant	U	NOBG	385	2189	2793
60	Office Assistant I	C	UPEC	347	2193	2799
60	Office Assistant II	C	UPEC	358	2314	2953

Footnotes	Classification Title	Class. Unclass.	Schedule	Range	Approx. Monthly A Step	Equiv. Salary F Step
	Psychology Intern I	C	UPEC	347	2193	2799
	Psychology Intern II	C	UPEC	358	2314	2953
	Sheriff's Cadet	U	NOBG	385	2189	2793
	Typist Clerk I	C	UPEC	347	2193	2799
	Typist Clerk II	C	UPEC	358	2314	2953
	Typist Clerk II - Confid	C	CONF	367	2441	3115
	Vocational Instructor I	C	UPEC	347	2193	2799
	Vocational Instructor II	C	UPEC	358	2314	2953
	Vocational Instructor III	C	UPEC	368	2430	3101

DULY PASSED AND ADOPTED this 23th day of October, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By_____
Deputy

DISEASE INVESTIGATION SPECIALIST I

DEFINITION

A Disease Investigation Specialist is a public health professional with applied expertise in the following areas: client centered interviews; collection of enhanced surveillance and community assessment data; partner services to include contact tracing; field investigation and other field-based activities, including specimen collection, directly observed therapy, community outreach, collaboration with medical providers, and navigation of health care systems to ensure patient evaluation and treatment. Relevant program areas may include tuberculosis, Human Immunodeficiency Virus (HIV), Sexually Transmitted Diseases (STDs) and other communicable disease, outbreak investigation, and emergency preparedness and response.

DISTINGUISHING CHARACTERISTICS

The Disease Investigation Specialist I is the entry level position in the series. Under close supervision, incumbents are given detailed instruction in the performance of routine tasks that are more structured and repetitive than the tasks assigned at the journey level. The Disease Investigation Specialist I differs from the Disease Investigation Specialist II in that the Disease Investigation Specialist II is the journey level of the class series performing more complex disease investigations and serving as a resource and trainer for the Disease Investigation Specialist I.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following: Conduct investigations using various investigation methodologies (e.g. field investigation, available record search and electronic tools, electronic health and medical records, site assessments); comprehensive interviews of persons with suspected and active communicable diseases to identify potential contacts, source of infection and location of disease transmission; locates suspected contacts and persons infected with communicable diseases to notify and educate them about test results, disease exposure and tests required; enters and retrieves data and compiles reports pertaining to case investigation using multiple databases, programs and worksheets; document intervention activities in a timely and accurate manner; promote a confidential and comfortable environment for client communications while maintaining compliance with HIPAA requirements; verify that clients received testing, adequate treatment, and follow-up services as appropriate; provide clinical testing and specimen collection based on specific diagnosis; participate in event based and targeted testing, screening and outreach; administer, and or deliver testing, test results, and/or treatment to clients; collect and transport specimens as appropriate; provide or facilitate transportation to client's clinic appointments; maintain field supplies and comply with field safety procedures; serve as a local resource for public health information or recommendations to the community and providers; participate in emergency preparedness training and support outbreak response interventions.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and

application of the following:

Knowledge of: Ethical and professional conduct; privacy practices (HIPAA) and disease reporting procedures; client-centered interviewing and counseling techniques; modes of transmission, diagnosis, disease characteristics, treatment, prevention and control of STD, HIV, and other communicable diseases; methods and techniques of investigation of diseases, disease testing protocols; public health law enforcement and organizational functions of public health.

Ability to: Communicate clearly using active listening; establish and maintain collaborative professional relationships; conduct effective interviews of a highly personal nature; utilize critical thinking, initiative and tact in contact tracing for follow-up treatment; work effectively with medical personnel and public officials; collect, handle and process patient specimens; utilize social media and record searching modalities for investigative purposes; prepare and maintain confidential reports and correspondence; adapt to unfamiliar and changing environments; problem solve in the field and in client living settings; work with a socio-economically and culturally diverse population of clients including unsheltered persons, injection drug users, undocumented, incarcerated and populations with high rates of STD.

These employment standards are typically attained with:

- Completion of 60 semester or 90 quarter units (AA degree equivalent) from an accredited college or university in biological sciences, health science, public health, behavioral sciences, or a related field **AND** two years of experience working in a public health, community based, or medical organization in the provision of community based health services such as communicable disease investigation, health education, counseling, interviewing or a closely related field. A bachelor's degree in biological science, health science, public health, behavioral health or a related field may substitute for one year of experience, **OR**

- Three years of experience working in public health, community based or medical organization conducting communicable disease investigation.

SPECIAL REQUIREMENTS

- Possession of a California Driver's License
- Ability to complete HIV/HCV testing certification course within 6 months of hire
- Ability to complete Partner Services STD certification within 6 months of hire
- Ability to obtain California certification in phlebotomy within one year of hire

PHYSICAL DEMANDS

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee frequently is required to walk and sit. The employee is

occasionally required to stand; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.

NEW 10/2018
CS 1186

DISEASE INVESTIGATION SPECIALIST II

DEFINITION

A Disease Investigation Specialist is a public health professional with applied expertise in the following areas: client centered interviews; collection of enhanced surveillance and community assessment data; partner services to include contact tracing; field investigation and other field-based activities, including specimen collection, directly observed therapy, community outreach, collaboration with medical providers, and navigation of health care systems to ensure patient evaluation and treatment. Relevant program areas may include tuberculosis, Human Immunodeficiency Virus (HIV), Sexually Transmitted Diseases (STDs) and other communicable disease, outbreak investigation, and emergency preparedness and response.

DISTINGUISHING CHARACTERISTICS

The Disease Investigation Specialist II is the journey level of the class series performing more complex disease investigations and serving as a resource and trainer for the Disease Investigation Specialist I. The Disease Investigation Specialist II is the targeted competency and performance level for the Disease Investigation Specialist series.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following: Conduct investigations using various investigation methodologies (e.g. field investigation, available record search and electronic tools, electronic health and medical records, site assessments); comprehensive interviews of persons with suspected and active communicable diseases to identify potential contacts, source of infection and location of disease transmission; locates suspected contacts and persons infected with communicable diseases to notify and educate them about test results, disease exposure and tests required; enters and retrieves data and compiles reports pertaining to case investigation using multiple databases, programs and worksheets; document intervention activities in a timely and accurate manner; promote a confidential and comfortable environment for client communications while maintaining compliance with HIPAA requirements; verify that clients received testing, adequate treatment, and follow-up services as appropriate; provide clinical testing and specimen collection based on specific diagnosis; participate in event based and targeted testing, screening and outreach; administer, and or deliver testing, test results, and/or treatment to clients; collect and transport specimens as appropriate; provide or facilitate transportation to client's clinic appointments; maintain field supplies and comply with field safety procedures; serve as a local resource for public health information or recommendations to the community and providers; participate in emergency preparedness training and support outbreak response interventions.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Ethical and professional conduct; privacy practices (HIPAA) and disease reporting procedures; client-centered interviewing and counseling techniques; modes of transmission, diagnosis, disease characteristics, treatment, prevention and control of STD, HIV, and other communicable diseases; methods and techniques of investigation of diseases, disease testing protocols; public health law enforcement and organizational functions of public health.

Ability to: Communicate clearly using active listening; establish and maintain collaborative professional relationships; conduct effective interviews of a highly personal nature; utilize critical thinking, initiative and tact in contact tracing for follow-up treatment; work effectively with medical personnel and public officials; collect, handle and process patient specimens; utilize social media and record searching modalities for investigative purposes; prepare and maintain confidential reports and correspondence; adapt to unfamiliar and changing environments; problem solve in the field and in client living settings; work with a socio-economically and culturally diverse population of clients including unsheltered persons, injection drug users, undocumented, incarcerated and populations with high rates of STD.

These employment standards are typically attained with:

- A bachelor's degree in biological science, health science, public health, behavioral health or a related field; **AND** two years of experience working in a public health, community based, or medical organization in the provision of community based health services such as communicable disease investigation, health education, counseling, interviewing or a closely related field, **OR**

- Completion of 60 semester or 90 quarter units (AA degree equivalent) from an accredited college or university in biological sciences, health science, public health, behavioral sciences, or a related field; **AND** three years of experience working in a public health, community based, or medical organization in the provision of community based health services such as communicable disease investigation, health education, counseling, interviewing or a closely related field, **OR**

- Four years of experience working in public health, community based or medical organization conducting communicable disease investigation.

SPECIAL REQUIREMENTS

- Possession of California certification in phlebotomy
- Possession of a California Driver's License
- Ability to complete HIV/HCV testing certification course within 6 months of hire
- Ability to complete Partner Services STD certification within 6 months of hire

PHYSICAL DEMANDS

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee frequently is required to walk and sit. The employee is occasionally required to stand; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.

NEW 10/2018
CS 1187

SENIOR AGENCY STAFF SERVICES ANALYST

DEFINITION

The Senior Staff Services Analyst is a classified management position. Under general direction, the Senior Staff Services Analyst administers one or more department-wide staff services functions; plans, organizes, directs, and evaluates functional activities pertaining to general, fiscal, and/or personnel services; performs highly advanced and complex analytical duties in support of the assigned program function(s); reviews and analyzes organizational studies, policies, procedures, budgetary requirements, personnel management practices, and other aspects of agency operations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the management-level class in the Agency Staff Services Analyst-Confidential series. Incumbents may be responsible for managing and administering one or more staff services functions. In addition to managing and administering the assigned function(s), the incumbent also performs highly advanced and complex analytical work. The position may supervise subordinate clerical, technical, fiscal and/or professional staff. Positions are primarily characterized by their functional management responsibilities over an administrative area and providing subject-matter expertise based upon highly specialized knowledge, skills, and abilities.

Assignment as a Senior Staff Services Analyst can emphasize personnel or fiscal analysis; or, incumbents may be assigned to perform general duties that encompass a broad scope of administrative analytical functions and areas of responsibility within a department.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following: Plans, directs, and manages the activities of a staff services functional area with department-wide and/or County-wide scope and impact; provides guidance and technical direction to management, supervisors and subordinate staff; serves as a highly skilled subject matter expert in areas of assignment; may supervise and participate in the work of a unit of professional, technical, fiscal, and/or clerical support staff engaged in the review and analysis of confidential departmental operations, policies, and procedures; assigns, coordinates, schedules, and reviews the work of subordinate staff members; makes recommendations regarding the hiring and disciplining of staff; researches, administers, manages, and processes personnel disciplinary matters from initial claim to completion of claim; participates in labor relations activities including handling grievances and may serve as a team member during negotiations; conducts investigations into a variety of employee and/or consumer complaints or allegations, including civil rights complaints; composes notices and other written materials; handles highly confidential personnel matters in a professional and discrete manner; gathers and studies data regarding department operations; plans, directs, and manages the collection and analysis of data; performs complex fiscal analysis and prepares recommendations relating to the status of various fund balance projections, fiscal transactions, and related financial activities for assigned department; develops and/or directs staff involved in the development of the budget or a portion of the budget, including the proper expenditure coding, document preparation, and other financial-related activities; monitors budget for various units and projects; provides and/or directs staff providing fiscal and accounting oversight, monitoring, and management of

contracts, grants, and other funding/expenditure sources; prepares reports and makes recommendations on department and County policies, procedures, and operations; reviews and analyzes legislation, state mandated regulations, and procedures and relevant court decisions to determine impact on department and County operations; makes recommendations for necessary actions; plans, directs, and manages activities to meet department-wide and/or county-wide training and development needs; plans, directs, and manages the development and/or coordination of resources for department-wide and/or county-wide training and staff development including workshops, training programs, and on-the-job training sessions; evaluates training needs, designs, and delivers in-service training county-wide, evaluates effectiveness; ensures effective coordination of assigned activities with other departments, divisions, units, and outside agencies; handles highly specialized assignments with department-wide and county-wide responsibilities; represents the department in meetings with other departments and agencies; and performs other work as required.

EMPLOYMENT STANDARDS

Knowledge of:
Principles and practices of management in a public agency departmental setting; laws, rules, and regulations as they relate to various areas of responsibility; principles and practices of employee supervision, including selection, work planning, organization, performance review and evaluation, and employee training and discipline; agency organization and departmental relationships; departmental program goals, requirements, and operations; and community needs and resources.

Ability to:
Plan, organize, direct, and review the work of the staff in the unit; select, train, supervise, evaluate, and discipline subordinate staff; analyze problems, select alternatives, determine project consequence of proposed actions and implement recommendations in support of departmental objectives; understand, interpret, and apply laws, rules, and regulations as they relate to various areas of responsibility; collect, interpret, and evaluate narrative and statistical data pertaining to personnel, fiscal, and management matters; provide verbal and written technical direction to others; communicate effectively in writing in order to prepare a variety of reports, correspondence, and memoranda; establish and maintain effective working relationships.

These standards are typically attained with **EITHER** two (2) years of experience performing duties comparable to the Agency Staff Services Analyst II - Confidential; **OR** two (2) years of experience performing a broad range of professional, analytical, and administrative duties in the areas of general administration, personnel, or fiscal work.

SPECIAL REQUIREMENTS

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to ten (10) pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions.

The noise level in the work environment is usually moderate.

NEW 10/2018
CS 1184

ASSISTANT DIRECTOR OF CHILD SUPPORT SERVICES

DEFINITION

Under direction of the Director of Child Support Services, to manage and oversee the administrative, programmatic, fiscal and operational functions of the Department of Child Support Services; to act in the absence of the Director of Child Support Services; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This single position management class reports organizationally to the Director of the Department of Child Support Services, and functions as the assistant department head.

EXAMPLES OF ESSENTIAL DUTIES

Provides oversight and supervision for the administrative, operational, and legal activities of the department, including fiscal, contractual, and general business activities; prepares or oversees the preparation of County and State budget submissions, and other budgetary and reporting information required by State and/or Federal agencies; assists in the preparation of funding proposals for innovative approaches to providing child support (IV-D Services) to the County's customer base; supervises fiscal, clerical, and program management staff (assists in hiring; and supervises, trains, motivates, and evaluates staff performance, including participating in any disciplinary process when appropriate); actively promotes the mission, business goals, and objectives of the Department of Child Support Services with staff and other involved agencies; assists in the preparation of staff reports to the Board of Supervisors; reviews and approves personnel requests for travel, workshops and conferences; prepares or oversees the preparation of contracts and memorandums of understanding (MOU) with other agencies involved in the day-to-day support of the Department of Child Support Services, and supervises the administration of such contracts and/or MOUs; confers with the Director of Child Support, and other administrative or program staff to make recommendations for administrative or departmental personnel policies and procedures; prepares or oversees the preparation of a variety of correspondence and reports; coordinates the maintenance of data processing and other equipment; manages purchasing and leases; prepares strategic and operational plans, collects data, conducts studies, and translates policies and procedures into practical terms for staff and customers; prioritizes multiple work assignments effectively, and works well under pressure of deadlines; investigates and resolves complaints from staff and customers; assists in increasing access to child support services for the outlying areas of the county; represents the department at various meetings and in contacts with community organizations or individuals; and acts for the Director of Child Support Services in all matters to which assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Principles of public administration; principles of personnel and business management including organization, budgeting and administrative analysis; general provisions of federal and state laws, rules and regulations relating to the administration and reporting of child support services; principles of

accounting and financial auditing, including cost accounting; principles of leadership, supervision, personnel management and training; public relations principles and methods; data processing and procedures related to child support applications; preparation and monitoring of contracts and memorandums of understanding.

Ability to: Pro-actively articulate and promote the mission, business goals, and objectives of the Department of Child Support Services; strategically and operationally plan, organize, direct and coordinate administrative, budgetary, programmatic and legal activities, in consultation with the Director of Child Support Services; demonstrate ethical and tenacious leadership to Department staff in effective team; building, creative problem solving, strategic thinking, and other leadership skills applied to the enforcement of child support; effectively supervise staff; set, monitor, and/or carry out clear goals and objectives; communicate effectively both orally and in writing; effectively represent the Director of Child Support Services as assigned and form and maintain an effective working relationship based on a shared vision; think creatively, focus on results and outcomes, exercise initiative, ingenuity and sound judgement in the identification and solving of difficult administrative problems; prepare and monitor the annual budget, and exercise sound short and long-term fiscal judgement; assemble and analyze data, and prepare accurate and clear reports and recommendations; oversee the development and administration of contracts and memorandums of understanding; establish and maintain collaborative working relationships with advocacy groups, governmental agencies, the public, and others contacted in the course of work, and demonstrate political sensitivity; recommend and implement policies and procedures; and maintain a sense of humor.

These standards are typically attained with a ~~bachelor's~~ Bachelor's degree in ~~business or public administration~~from an accredited college or university in Public or Business Administration, Behavioral or Social Science, English, Math, Computer Science, or other closely related field **AND** three years of progressively responsible supervisory or management experience in a related program. Managerial and/or supervisory experience, within a county IV-D agency, may be substituted on a year for year basis in lieu of formal education.

SPECIAL REQUIREMENTS

Possession of a valid California driver license may be required

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, or crouch.

The employee must occasionally lift and/or move up to 25 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Revised 10/2018
NEW 09/2001
CS 923

ASSISTANT DIRECTOR OF CHILD SUPPORT SERVICES

DEFINITION

Under direction of the Director of Child Support Services, to manage and oversee the administrative, programmatic, fiscal and operational functions of the Department of Child Support Services; to act in the absence of the Director of Child Support Services; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This single position management class reports organizationally to the Director of the Department of Child Support Services, and functions as the assistant department head.

EXAMPLES OF ESSENTIAL DUTIES

Provides oversight and supervision for the administrative, operational, and legal activities of the department, including fiscal, contractual, and general business activities; prepares or oversees the preparation of County and State budget submissions, and other budgetary and reporting information required by State and/or Federal agencies; assists in the preparation of funding proposals for innovative approaches to providing child support (IV-D Services) to the County's customer base; supervises fiscal, clerical, and program management staff (assists in hiring; and supervises, trains, motivates, and evaluates staff performance, including participating in any disciplinary process when appropriate); actively promotes the mission, business goals, and objectives of the Department of Child Support Services with staff and other involved agencies; assists in the preparation of staff reports to the Board of Supervisors; reviews and approves personnel requests for travel, workshops and conferences; prepares or oversees the preparation of contracts and memorandums of understanding (MOU) with other agencies involved in the day-to-day support of the Department of Child Support Services, and supervises the administration of such contracts and/or MOUs; confers with the Director of Child Support, and other administrative or program staff to make recommendations for administrative or departmental personnel policies and procedures; prepares or oversees the preparation of a variety of correspondence and reports; coordinates the maintenance of data processing and other equipment; manages purchasing and leases; prepares strategic and operational plans, collects data, conducts studies, and translates policies and procedures into practical terms for staff and customers; prioritizes multiple work assignments effectively, and works well under pressure of deadlines; investigates and resolves complaints from staff and customers; assists in increasing access to child support services for the outlying areas of the county; represents the department at various meetings and in contacts with community organizations or individuals; and acts for the Director of Child Support Services in all matters to which assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Principles of public administration; principles of personnel and business management including organization, budgeting and administrative analysis; general provisions of federal and state laws, rules and regulations relating to the administration and reporting of child support services; principles of

accounting and financial auditing, including cost accounting; principles of leadership, supervision, personnel management and training; public relations principles and methods; data processing and procedures related to child support applications; preparation and monitoring of contracts and memorandums of understanding.

Ability to: Pro-actively articulate and promote the mission, business goals, and objectives of the Department of Child Support Services; strategically and operationally plan, organize, direct and coordinate administrative, budgetary, programmatic and legal activities, in consultation with the Director of Child Support Services; demonstrate ethical and tenacious leadership to Department staff in effective team; building, creative problem solving, strategic thinking, and other leadership skills applied to the enforcement of child support; effectively supervise staff; set, monitor, and/or carry out clear goals and objectives; communicate effectively both orally and in writing; effectively represent the Director of Child Support Services as assigned and form and maintain an effective working relationship based on a shared vision; think creatively, focus on results and outcomes, exercise initiative, ingenuity and sound judgement in the identification and solving of difficult administrative problems; prepare and monitor the annual budget, and exercise sound short and long-term fiscal judgement; assemble and analyze data, and prepare accurate and clear reports and recommendations; oversee the development and administration of contracts and memorandums of understanding; establish and maintain collaborative working relationships with advocacy groups, governmental agencies, the public, and others contacted in the course of work, and demonstrate political sensitivity; recommend and implement policies and procedures; and maintain a sense of humor.

These standards are typically attained with a Bachelor's degree in from an accredited college or university in Public or Business Administration, Behavioral or Social Science, English, Math, Computer Science, or other closely related field **AND** three years of progressively responsible supervisory or management experience in a related program. Managerial and/or supervisory experience, within a county IV-D agency, may be substituted on a year for year basis in lieu of formal education.

SPECIAL REQUIREMENTS

Possession of a valid California driver license may be required

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, or crouch.

The employee must occasionally lift and/or move up to 25 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Revised 10/2018
NEW 09/2001
CS 923

CHILD SUPPORT PROGRAM MANAGER

DEFINITION

Under limited direction, the Child Support Program Manager plans, organizes and directs program work through subordinate supervisors, and performs related work as required.

DISTINGUISHING CHARACTERISTICS

A Program Manager provides direct supervision to program and team supervisors in targeted areas of the department and may have direct responsibility of a small administrative team. Positions in this class may be second level supervisors over distinct teams.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following: Manages the work of Child Support Specialists and support staff through subordinate supervisors; selects, trains, evaluates, and recommends discipline of subordinate staff; assists in the development of policies and procedures; establishes performance standards and training programs; establishes case review and other quality control programs to ensure uniform application of laws, regulations, and departmental policy, and to ensure a high level of customer service; performs analysis and prepares detailed written reports of findings pertaining to quality and efficiency; reviews cases requiring legal action and assists staff in preparing cases for prosecution; establishes and maintains cooperative working relationships with other agency departments and other public and private agencies; may prepare operating budget for assigned units and maintains expenses within budgetary limits; may represent the department in statewide child support services organizations, before civic organizations, and local legislative bodies; may perform State mandated functions, including but not limited to: ombudsperson, customer and community outreach, quality assurance and program improvement, training, Fair Hearing Officer; and performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of: General principles of public administration; principles and practices of supervision and management, employee development, and effective communication; ; federal and California laws and regulations pertaining to child support; California local government organization and state/local government relations; legal terminology and document processing as they relate to child support enforcement.

Ability to: Plan, organize, assign, and review work through subordinate supervisors and staff; apply and explain Federal and California child support laws and regulations in complex situations; develop and implement local child support procedures; independently analyze workflow, employee performance and child support casework issues and take effective action; communicate with and explain technical information to individuals from a wide variety of educational and

cultural backgrounds; manage Child Support unit within budgetary constraints; maintain confidentiality; and establish and maintain effective working relationships.

These standards are typically attained with

- Completion of 60 semester (90 quarter) units from an accredited college or university in Public or Business Administration, Behavioral or Social Science, English, Math, Computer Science, or other closely related field. A list of coursework must be submitted with the application if the applicant does not possess an Associate degree or higher in a qualifying field of study.

  AND

- ~~one~~ Two (2~~1~~) years of full time experience performing duties comparable to a Child Support Supervisor in a state or local government agency~~;~~ **OR** three~~wo~~ (3~~2~~) years of experience as a Child Support Specialist in a state or local government agency plus two (2) years of experience as a full scope supervisor in a closely related setting.~~supervisory experience in a Social Services agency, which experience included responsibility for program, staff, and budget management.~~

SPECIAL REQUIREMENTS

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk and hear. The employee is occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally lift and/or move up to ten (10) pounds. Specific visions abilities required by this job include close vision.

This position is a desk job with reading, talking, attending meetings, some driving, and the use of a computer.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Revised 10/2018
Revised 6/2018
New 5/2014
CS1100

CHILD SUPPORT PROGRAM MANAGER

DEFINITION

Under limited direction, the Child Support Program Manager plans, organizes and directs program work through subordinate supervisors, and performs related work as required.

DISTINGUISHING CHARACTERISTICS

A Program Manager provides direct supervision to program and team supervisors in targeted areas of the department and may have direct responsibility of a small administrative team. Positions in this class may be second level supervisors over distinct teams.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following: Manages the work of Child Support Specialists and support staff through subordinate supervisors; selects, trains, evaluates, and recommends discipline of subordinate staff; assists in the development of policies and procedures; establishes performance standards and training programs; establishes case review and other quality control programs to ensure uniform application of laws, regulations, and departmental policy, and to ensure a high level of customer service; performs analysis and prepares detailed written reports of findings pertaining to quality and efficiency; reviews cases requiring legal action and assists staff in preparing cases for prosecution; establishes and maintains cooperative working relationships with other agency departments and other public and private agencies; may prepare operating budget for assigned units and maintains expenses within budgetary limits; may represent the department in statewide child support services organizations, before civic organizations, and local legislative bodies; may perform State mandated functions, including but not limited to: ombudsperson, customer and community outreach, quality assurance and program improvement, training, Fair Hearing Officer; and performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of: General principles of public administration; principles and practices of supervision and management, employee development, and effective communication; ; federal and California laws and regulations pertaining to child support; California local government organization and state/local government relations; legal terminology and document processing as they relate to child support enforcement.

Ability to: Plan, organize, assign, and review work through subordinate supervisors and staff; apply and explain Federal and California child support laws and regulations in complex situations; develop and implement local child support procedures; independently analyze workflow, employee performance and child support casework issues and take effective action; communicate with and explain technical information to individuals from a wide variety of educational and

cultural backgrounds; manage Child Support unit within budgetary constraints; maintain confidentiality; and establish and maintain effective working relationships.

These standards are typically attained with

- Completion of 60 semester (90 quarter) units from an accredited college or university in Public or Business Administration, Behavioral or Social Science, English, Math, Computer Science, or other closely related field. A list of coursework must be submitted with the application if the applicant does not possess an Associate degree or higher in a qualifying field of study.

  AND

- Two (2) years of full time experience performing duties comparable to a Child Support Supervisor in a state or local government agency **OR** three (3) years of experience as a Child Support Specialist in a state or local government agency plus two (2) years of experience as a full scope supervisor in a closely related setting.

SPECIAL REQUIREMENTS

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk and hear. The employee is occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally lift and/or move up to ten (10) pounds. Specific visions abilities required by this job include close vision.

This position is a desk job with reading, talking, attending meetings, some driving, and the use of a computer.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Revised 10/2018
Revised 6/2018
New 5/2014
CS1100

SUPERVISING CHILD SUPPORT SPECIALIST

DEFINITION

Under limited supervision, the Supervising Child Support Specialist plans, organizes, and directs a unit of Child Support Specialists and related staff; works with higher level staff to determine staff development needs; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class differ from those in the class of Child Support Specialist III in that their primary assignment is the supervision of staff. Positions in this class may also carry a limited caseload.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following: Plans, prioritizes, and delegates cases and projects to a team of Child Support Specialists and support staff; reviews the quantity and quality of work performed by assigned staff on a day-to- day basis; researches, develops, and conducts group and/or one-on-one training for new and existing staff; coaches/counsels employees on work performance issues; monitors and reviews casework of line staff; evaluates employee performance and effectively recommends measures to correct performance deficiencies; participates with other supervisors and higher-level staff in determining staff development needs and identifying ways to meet such needs; analyzes and evaluates the more complex and sensitive child support cases; prepares or assists legal staff in preparing cases for civil or criminal prosecution; picks up cases at any stage in the case process to assist coworkers in their caseload or cover for coworkers as necessary; participates in hiring interviews and makes recommendations on the selection of new employees; works closely with staff assigned to mentor inexperienced staff, coordinating and reviewing their training and development activities and needs; promotes harmony, good morale, and cooperative work relations; may perform State mandated functions, including but not limited to: ombudsperson, customer and community outreach, quality assurance and program improvement, training, Fair Hearing Officer, and/or media relations; performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of: Basic supervisory principles and practices; civil and criminal law, and Federal and California laws and regulations pertaining to the establishment and enforcement of child support obligations; basic and effective investigative principles, research, techniques, and procedures to obtain information for child support cases; sources, methods, and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities; techniques and methods for establishing paternity; Child Support specific collection methods and techniques; legal terminology used when explaining legal procedures to customers or the public; when and how to prepare and process a variety of child support related legal documents in a clear and concise manner.

Ability to: Plan, organize, and prioritize the work of others in order to meet critical deadlines on multiple tasks; assist and train newly assigned staff; apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases; use effective interviewing techniques to interview a wide variety of people, over the telephone and in person; explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds; use sound independent judgment to analyze factual information, situations, and people; understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations; compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation; effectively use computer and other resources to prepare and manage cases; maintain the confidentiality of sensitive or personal information; establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.

These standards are typically attained with:

- ~~**EITHER** one (1) year of full-time experience performing duties comparable to those of a Child Support Specialist III in a state or local government agency; **OR**~~ Completion of 30 semester (45 quarter) units of completed college coursework from an accredited college or university in Public or Business Administration, Behavioral or Social Science, English, Math, Computer Science, or other closely related field. A list of coursework must be submitted with the application if the applicant does not possess an Associate degree or higher in a qualifying field of study.

  AND

- ~~two (2) years~~One year of full-time experience performing duties comparable to those of a Child Support Specialist III in a state or local government agency **OR** two years of full time experience performing duties to those of a Child Support Specialist II in a state or local government agency~~.~~

SPECIAL REQUIREMENTS

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on county business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the county. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally lift and/or move up to ten (10) pounds. Specific visions abilities required by this job include close vision.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

This position is a desk job with reading, talking, attending meetings, some driving, and the use of a computer.

Revised 10/2018
NEW 05/2014 – EFFECTIVE 05/18/2014
CS1130 ~~V1_052014~~

SUPERVISING CHILD SUPPORT SPECIALIST

DEFINITION

Under limited supervision, the Supervising Child Support Specialist plans, organizes, and directs a unit of Child Support Specialists and related staff; works with higher level staff to determine staff development needs; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class differ from those in the class of Child Support Specialist III in that their primary assignment is the supervision of staff. Positions in this class may also carry a limited caseload.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following: Plans, prioritizes, and delegates cases and projects to a team of Child Support Specialists and support staff; reviews the quantity and quality of work performed by assigned staff on a day-to- day basis; researches, develops, and conducts group and/or one-on-one training for new and existing staff; coaches/counsels employees on work performance issues; monitors and reviews casework of line staff; evaluates employee performance and effectively recommends measures to correct performance deficiencies; participates with other supervisors and higher-level staff in determining staff development needs and identifying ways to meet such needs; analyzes and evaluates the more complex and sensitive child support cases; prepares or assists legal staff in preparing cases for civil or criminal prosecution; picks up cases at any stage in the case process to assist coworkers in their caseload or cover for coworkers as necessary; participates in hiring interviews and makes recommendations on the selection of new employees; works closely with staff assigned to mentor inexperienced staff, coordinating and reviewing their training and development activities and needs; promotes harmony, good morale, and cooperative work relations; may perform State mandated functions, including but not limited to: ombudsperson, customer and community outreach, quality assurance and program improvement, training, Fair Hearing Officer, and/or media relations; performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of: Basic supervisory principles and practices; civil and criminal law, and Federal and California laws and regulations pertaining to the establishment and enforcement of child support obligations; basic and effective investigative principles, research, techniques, and procedures to obtain information for child support cases; sources, methods, and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities; techniques and methods for establishing paternity; Child Support specific collection methods and techniques; legal terminology used when explaining legal procedures to customers or the public; when and how to prepare and process a variety of child support related legal documents in a clear and concise manner.

Ability to: Plan, organize, and prioritize the work of others in order to meet critical deadlines on multiple tasks; assist and train newly assigned staff; apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases; use effective interviewing techniques to interview a wide variety of people, over the telephone and in person; explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds; use sound independent judgment to analyze factual information, situations, and people; understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations; compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation; effectively use computer and other resources to prepare and manage cases; maintain the confidentiality of sensitive or personal information; establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.

These standards are typically attained with:

- Completion of 30 semester (45 quarter) units of completed college coursework from an accredited college or university in Public or Business Administration, Behavioral or Social Science, English, Math, Computer Science, or other closely related field. A list of coursework must be submitted with the application if the applicant does not possess an Associate degree or higher in a qualifying field of study.

  AND

- One year of full-time experience performing duties comparable to those of a Child Support Specialist III in a state or local government agency **OR** two years of full time experience performing duties to those of a Child Support Specialist II in a state or local government agency

SPECIAL REQUIREMENTS

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on county business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the county. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

_The noise level in the work environment is usually moderate.

This position is a desk job with reading, talking, attending meetings, some driving, and the use of a computer.

Revised 10/2018
NEW 05/2014 – EFFECTIVE 05/18/2014
CS1130

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Regular - General Government-7.

SUBJECT:

Fiscal Year 2018/2019 Budget Amendments associated with October Personnel Amendments.

DEPARTMENT: Support Services-Personnel

Supervisorial District No. : All

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

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services, (530) 225-5515

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

RECOMMENDATION

Take the following actions associated with the October Personnel Amendments: (1) Approve a budget amendment increasing Salary & Benefits appropriations by $132,066, and decreasing Services & Supplies appropriations by $132,066 in the Support Services – Personnel budget; and (2) approve a budget amendment increasing appropriations and revenue by $93,118 in the District Attorney budget to add a Consumer Fraud Unit Deputy District Attorney position.

SUMMARY

N/A

DISCUSSION

The proposed recommendations reflect FY 2018/2019 Budget Amendments that will be necessary as a result of the proposed October Personnel Amendments. The October Personnel Amendments reflect changes required by various Departments to ensure efficient business operations.

Support Services – Personnel is proposing a budget amendment, increasing Salaries and Benefits appropriations by $132,066, to reflect the addition of two (2) Senior Agency Staff Services Analyst positions and the reclassification of one (1) Personnel Assistant-Confidential to an Agency Staff Services Analyst I/II-Confidential. A corresponding decrease in Services and Supplies appropriations of $132,066 is proposed.

The District Attorney is proposing a budget amendment increasing Salaries and Benefits appropriations and Services and Supplies appropriations by a total of $93,118. A corresponding increase in Revenue from civil penalties of $93,118 is proposed. These changes reflect the addition of one (1) Deputy District Attorney I/II/III, which will expand the consumer fraud unit.

ALTERNATIVES

The Board may choose to not approve the proposed FY 18/19 budget amendments in whole or in part. This is not recommended as the amendments are necessary to ensure sufficient budget appropriations following the October Personnel Amendments. The Board may request additional information from staff.

OTHER AGENCY INVOLVEMENT

The Department of Support Services and the District Attorney have requested the recommended budget amendments. The recommendations have been reviewed by the Auditor-Controller's Office and the County Administrative Office.

FINANCING

There is no additional general fund impact from the recommended actions.

cc:
Larry Lees, County Executive Officer
Stephanie Bridgett, District Attorney
Shelley Forbes, Assist Director of Support Services
Kari Hallstrom, Personnel Analyst II
Melissa Mansfield, Personnel Assistant – Conf

ATTACHMENTS:

Description	Upload Date	Description
District Attorney Budget Amendment	10/15/2018	District Attorney Budget Amendment
Support Services Budget Amendment	10/15/2018	Support Services Budget Amendment

OFFICE OF THE
DISTRICT ATTORNEY
COUNTY OF SHASTA

Stephanie A. Bridgett
District Attorney

Benjamin L. Hanna
Chief Deputy District Attorney

DATE	***October 4 , 2018***
To	Brian Muir, Auditor-Controller
From	Stephanie Bridgett, District Attorney
SUBJECT	Budget Amendment for District Attorney

A budget amendment is requested in the Consumer Protection budget unit 22700 DA0015.

22700 DA0015

Revenue Add (319104)	$93,118
Appropriations Add	$93,118

Addition of a Deputy District Attorney I/II/III to expand the Consumer Fraud Unit.

See attached worksheet.

After preparing the budget transfer document, would you please forward to the County Administrative Office for approval? It is our intention to present this to the Board of Supervisors with the October Personnel Amendments. Thank you for your assistance in this matter.

1355 West Street • Redding, CA 96001 • Phone: 530 245-8300 • Fax: 530 245-6345 • Relay Service Dial 711

County of Shasta Budget Amendment Worksheet

District Attorney

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
22700	011000	Regular Salaries	4,661,675	4,716,619	54,944
22700	018100	Employer Share FICA	297,388	301,586	4,198
22700	018201	Emplyer Share Retirement	1,202,801	1,208,960	6,159
22700	018300	Employer Share Health Insurance	798,204	806,501	8,297
22700	018400	Employer Share Unemployment Ins	7,112	7,299	187
22700	018500	Workers Comp Exposure	39,861	42,438	2,577
22700	033102	Insur XP Liability Exposure	12,364	13,100	736
22700	034892	Charges IT Professional Services	237,500	245,500	8,000
22700	035700	Special Departmental Expense	20,000	28,020	8,020
				TOTAL	93,118

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
22700	319104	Civil Penalties	0	93,118	93,118
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				TOTAL	93,118

MEMORANDUM
DEPARTMENT OF SUPPORT SERVICES

Angela Davis, Director of Support Services
(530) 225-5515 Voice
(530) 225-5345 Fax

To: Brian Muir, Auditor – Controller

From: Angela Davis, Director of Support Services

Date: October 9, 2018

Subject: FY 18/19 Budget Amendment for Support Services - Personnel

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A Fiscal Year 2018/2019 budget amendment associated with the October Personnel Amendments is requested for Support Services – Personnel (13000). The line item adjustments are reflected in the attached budget amendment worksheet.

This is scheduled to go before the board on October 23, 2018.

Thank you for your assistance in this matter.

County of Shasta

Budget Amendment

SUPPORT SERVICES - PERSONNEL

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
13000	011000	REGULAR SALARIES	775,742	861,544	85,802
13000	018100	EMPLOYER SHARE OASDI	58,623	65,187	6,564
13000	018201	EMPLOYER SHARE RETIREMENT	153,321	170,258	16,937
13000	018300	EMPLOYER SHARE HEALTH INSURANCE	228,333	247,668	19,335
13000	018307	EMPLOYER SHARE OPEB	23,273	25,847	2,574
13000	018400	EMPLOYER SHARE UNEMP INS	1,214	1,347	133
13000	018500	WORKERS COMP EXPOSURE	6,586	7,307	721
13000	034800	PROF & SPECIAL SERVICES	98,090	46,001	(52,089)
13000	034900	PUBLICATIONS & LEGAL NOTICES	40,000	25,000	(15,000)
13000	088502	C/A HHSA	(248,700)	(313,677)	(64,977)
				TOTAL	-

REVENUE
INCREASE <DECREASE>

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Scheduled Hearings - General Government-8.

SUBJECT:

County Service Area (CSA) No. 23-Cragview Penalty Appeal Hearing: Billings

DEPARTMENT: Clerk of the Board

Supervisorial 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	General Fund Impact

RECOMMENDATION

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-080-034-000 (Billings); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.050 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

SUMMARY

Ordinance No. 742 established penalties for excessive use. The rate payer received a civil monetary penalty and has requested a hearing regarding the penalty.

DISCUSSION

The Board adopted and enacted Ordinance No. 742 on June 5, 2018. Absent an approved variance, the maximum daily water use was limited to 300 gallons per day. Section 5., Water Use Limitations, subsection (D) states: "Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties in addition to the regular bi-monthly bill as follows:
$100 for the first violation, and
$175 for the second violation, and
$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
-The residential user had actual knowledge of the requirements found to be violated, and
-the conduct was intentional, and
-the amount of water involved was substantial. “Substantial” is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance."

The penalty billing included the following language: "You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive."

Mr. Billings submitted a request for a hearing regarding his July/August water bill penalty to the Clerk of the Board within the required 30-day filing period. On October 10, 2018, the Clerk of the Board notified the affected rate-payer via U.S. Mail regarding today's hearing for the BOS to consider their civil penalty. The BOS can consider all evidence, written or oral, presented during the hearing and make an independent (de novo) determination of the imposition of the civil penalty. Mr. Billings' maximum daily allowed use (including any approved variance) was 300 gallons per day. His actual daily use was 370 gallons per day. The penalty imposed was $100.

ALTERNATIVES

The Board may choose to impose or not impose the civil penalty.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation. The County Administrative Office has reviewed the recommendation.

FINANCING

There is potential General Fund impact dependent on the outcome of the Board's action(s).

ATTACHMENTS:

Description	Upload Date	Description
Customer Transaction Summary-Billings	10/11/2018	Customer Transaction Summary-Billings
Emergency Water Restriction Notice	10/11/2018	Emergency Water Restriction Notice
Penalty Notice-Billings	10/11/2018	Penalty Notice-Billings
Appeal-Billings	10/11/2018	Appeal-Billings
Hearing Notice-Billings	10/11/2018	Hearing Notice-Billings

CSA #23 Crag View

Customer Transaction Summary

Customer Information
Account No: 0023058.0B
ROBERT BILLINGS
30885 JESSE JAMES RD
DUNSMUIR, CA 96025

Location Information
Location No: 0023058-B
30885 JESSE JAMES ROAD
DUNSMUIR, CA 96025

Date	Type	Read Date	Reading	Usage	Prior Balance	Transaction Amount	Balance
12/31/2016	Charge	12/31/2016	952750	2000	0.00	90.00	90.00
01/13/2017	Payment				90.00	-90.00	0.00
02/28/2017	Charge	02/28/2017	952054		0.00	90.00	90.00
03/08/2017	Payment				90.00	-90.00	0.00
04/30/2017	Charge	04/30/2017	952594	540	0.00	90.00	90.00
05/15/2017	Payment				90.00	-90.00	0.00
06/30/2017	Charge	06/30/2017	969608	17014	0.00	180.60	180.60
07/14/2017	Payment				180.60	-180.60	0.00
08/31/2017	Charge	08/31/2017	978227	8619	0.00	130.20	130.20
09/15/2017	Payment				130.20	-130.20	0.00
10/31/2017	Charge	10/31/2017	982526	4299	0.00	103.80	103.80
11/14/2017	Payment				103.80	-103.80	0.00
12/31/2017	Charge	12/31/2017	983345	819	0.00	90.00	90.00
01/10/2018	Payment				90.00	-90.00	0.00
02/28/2018	Charge	02/28/2018	983943	598	0.00	90.00	90.00
03/15/2018	Payment				90.00	-90.00	0.00
04/30/2018	Charge	04/30/2018	984350	407	0.00	90.00	90.00
05/16/2018	Payment				90.00	-90.00	0.00
06/30/2018	Charge	06/30/2018	989099	4749	0.00	106.80	106.80
07/19/2018	Payment				106.80	-106.80	0.00
08/31/2018	Charge	08/31/2018	992117	3018	0.00	96.60	96.60
09/17/2018	Payment				96.60	-96.60	0.00
09/17/2018	Payment				0.00	-100.00	-100.00

Shasta County

DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

CSA 010023

June 8, 2018

Subject: Emergency Water Restrictions

Dear Customer:

Please be advised that water usage restrictions and a connection moratorium have been implemented in County Service Area No. 23 – Crag View Water (CSA No. 23).

Operational costs have exceeded revenues for several years. A four-year rate increase was proposed but was rejected due to a majority protest pursuant to Proposition 218. CSA No. 23 is presently insolvent and continued insolvency will eliminate the ability to provide water to CSA No. 23. On June 5, 2018, the Board of Supervisors enacted emergency regulations to control costs (Ordinance No. 742 enclosed).

Each gallon of water delivered to customers in CSA No. 23 costs more than the incremental revenue received. Consequently, the more water that the customers use, the more insolvent CSA No. 23 becomes. The current rate structure only partially recovers operating costs and does not recover depreciation costs. It is thus prudent to curtail excessive use beyond basic health and safety domestic needs while also ensuring priority of use for fire and sanitation.

The Ordinance limits water use to 300 gallons per customer per day. Penalty provisions will apply to any use in excess of this amount as detailed in the Ordinance. The Ordinance also establishes a moratorium on new water meter connections. Your compliance will be appreciated.

If you have any questions please call (530) 225-5661.

Sincerely,

Patrick J. Minturn, Director

PJM/ldr
Enclosure

ORDINANCE NO. 742

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA DECLARING A FISCAL WATER SHORTAGE EMERGENCY AND A NECESSITY FOR A WATER CONSERVATION PROGRAM, ADOPTING A WATER CONSERVATION PROGRAM AND FINDING THAT THE ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN COUNTY SERVICE AREA NO. 23 – CRAG VIEW WATER

WHEREAS, the provision of potable water supplies for domestic use is essential to health, safety and general public welfare; and

WHEREAS, a water shortage emergency condition prevails in County Service Area No. 23-Crag View Water and that the ordinary demands and requirements of water consumers cannot be satisfied under the current restraints of County Service Area No. 23-Crag View Water without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, County Service Area No. 23 - Crag View Water provides potable water to approximately 70 customers within its service area; and

WHEREAS, costs are incurred to provide potable water to customers; and

WHEREAS, County Service Area No. 23 - Crag View Water is presently insolvent; and

WHEREAS, efforts to secure an adequate funding stream to support County Service Area No. 23 - Crag View Water operations have not been successful; and

WHEREAS, County Service Area No. 23 - Crag View Water proposed a rate increase on May 15, 2018, which would have allowed it to continue to provide water service at the present level; and

WHEREAS, pursuant to article XIII C, section 6 of the California Constitution, the water users in County Service Area No. 23 - Crag View Water submitted protest ballots which constituted a majority of the users thus preventing the imposition of the new rates; and

WHEREAS, County Service Area No. 23 - Crag View Water presently incurs incremental operational and infrastructure costs in excess of incremental revenues to provide water to customers in excess of supplies which may be deemed necessary for basic health and safety minimums; and

WHEREAS, operating County Service Area No. 23 - Crag View Water does not have adequate revenue to provide the current level of water service thus threatening the entire future water supply; and

WHEREAS, County Service Area No. 23 - Crag View Water is not required to provide a service which is beyond its financial ability; and

WHEREAS, the County Service Area Law embodies a State policy against the subsidization of one group of taxpayers by another; and

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

WHEREAS, California Water Code section 350 provides that a public entity water supplier may declare a water shortage emergency condition exists within the area served whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, California Water Code section 351 provides that except in the event of a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a water shortage emergency declaration shall be made only after a public hearing at which consumers of such water supply shall have an opportunity to be heard to protest against the declaration and to present their respective needs to the public entity; and

WHEREAS, California Water Code section 353 provides that upon declaration of a water shortage emergency, the public entity shall thereupon adopt such regulations and restrictions on the delivery and use of water as needed in the sound discretion of the public entity and conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection; and

WHEREAS, California Water Code section 355 provides that the regulations and restrictions shall thereafter be and remain in full force and effect until the period of the emergency and until the emergency condition no longer exists; and

WHEREAS, California Water Code section 356 provides that the regulations and restrictions may include the right to deny applications for new or additional service connections, and provisions for their enforcement by discontinuing service to customers willfully violating the regulations and restrictions; and

WHEREAS, California Water Code section 357 provides that if the regulations and restrictions on delivering consumption of water adopted pursuant to California Water Code section 350 conflict with any law establishing the rights of individual consumers to receive either specific

or proportionate amounts of water supply available for distribution the service area, the regulations and restrictions adopted pursuant to California Water Code section 350 shall prevail; and

WHEREAS, California Water Code sections 375 et seq. empowers the County of Shasta through County Service Area No. 23 - Crag View Water as the supplier of water to County Service Area No. 23 - Crag View Water to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, Water Code section 377 establishes that, from and after the publication of an ordinance pursuant to Water Code section 376, violation of the ordinance is a misdemeanor punishable by up to 30 days in county jail, or by a fine of up to $1,000 or both; and

WHEREAS, Water Code section 377 establishes that any person violating this ordinance may also be subject to a civil penalty in an amount not to exceed $10,000 in accordance with and subject to that provision as it may be amended from time to time. Civil penalties shall be:

$100 for the first violation, and
$175 for the second violation, and
$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
- -The residential user had actual knowledge of the requirements found to be violated, and
- -the conduct was intentional, and
- -the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance; and

WHEREAS, notice of the time and place of this hearing of this ordinance has been provided in accordance with the applicable provisions including, but not limited to, California Water Code section 352 and Government Code section 6061; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it includes regulations to protect water resources and the ability to provide water resources. Also it consists of regulations and restrictions on activities to ensure the maintenance, restoration, or enhancement of a natural resource pursuant to CEQA Guidelines 51501 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), 13507 (Actions for Protection of Natural Resources) and 15308 (Actions for Protection of Environment), and there are no unusual circumstances under CEQA Guideline 15300.2(c); and

WHEREAS, on June 5, 2018, the County of Shasta held a public hearing to consider an ordinance adopting a water conservation program.

The Board of Supervisors of the County of Shasta ordains as follows in County Service Area No. 23 – Crag View Water:

SECTION 1. Immediate Effect

This ordinance is an urgency measure and is effective immediately upon adoption.

SECTION 2. Publication

Pursuant to Water Code section 376, the County of Shasta shall publish, in accordance with Government Code section 6061, this ordinance adopting a water conservation program within 10 days after its adoption.

SECTION 3. Findings of Necessity

(A) The Board of Supervisors finds and determines that the foregoing recitals are true and correct.

(B) The Board of Supervisors further finds that because of fiscal insolvency within the CSA, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure the continued availability of water for human consumption, sanitation, and fire protection.

(C) The Board of Supervisors further finds and determines that the general welfare requires that the County maximize the beneficial use of its available water resources in County Service Area No. 23 - Crag View Water to the extent that it is capable, and that the unreasonable use, or unreasonable method of use of water shall be prevented and the conservation of water is to be extended with the view to the reasonable and beneficial use thereof in the interests of the people County Service Area No. 23 - Crag View Water and for their public health, safety, and welfare.

SECTION 4. Application

Due to the unique circumstances involving the ability of County Service Area No. 23 - Crag View Water to provide the current level of water service, including demand, thus threatening the availability of water in County Service Area No. 23 - Crag View Water, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure that there is sufficient water for human consumption, sanitation, and fire protection and for the public health, safety, and welfare of the residents of County Service Area No. 23 - Crag View Water.

SECTION 5. Water Use Limitations

(A) No metered connection shall use in excess of 300 gallons per day unless a variance is granted in accordance with the terms of this ordinance.

(B) A water consumer may apply for a variance from the maximum permitted water consumption provisions prescribed in Section 5.A. by submitting a written request for a variance to the Director of the Shasta County Department of Public Works or his/her designee ("Director"). The Director shall consider all information provided by the water consumer in determining whether a variance will be granted. The Director may, in his or her sole discretion, grant a variance from the maximum permitted water consumption provisions of Section 5 if the application of the provisions prescribed in 5.A. would constitute an extraordinary hardship. The factors which may be taken into consideration include, but are not limited to: failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance; compliance with the water conservation measures cannot be accomplished due to technical or other limitations; is necessary to avoid or mitigate a significant adverse impact on an endangered or listed protected plant, animal, or aquatic species or critical environmental feature present on the property or to maintain the traditional and natural character of a critical environmental feature; or, other limitations and alternative methods achieving the same level of reduction in water use can be implemented and are specified in the request for the variance.

(C) If the Director grants a variance, the maximum permitted water consumption shall be as determined by the Director, and the civil penalty provisions prescribed in this Ordinance shall apply to the increased maximum permitted water consumption. The Director shall inform the water consumer seeking a variance of the decision within 30 days of the Director's receipt of the request for a variance. Service of the Director's decision shall be by first-class mail addressed to the water consumer at the address given by the water consumer in the request for a variance and shall be deemed received by the water consumer five days after the date of mailing. The water consumer may appeal the Director's decision to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Director's decision. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer seeking a variance of the BOS's of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking the variance of the BOS decision. The BOS's decision on the appeal shall be final.

(D) Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties (Usage Penalty) in addition to the regular bi-monthly bill as follows:

$100 for the first violation, and
$175 for the second violation, and

$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
-The residential user had actual knowledge of the requirements found to be violated, and
-the conduct was intentional, and
-the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance.

(E) If a Usage Penalty is imposed, the water consumer may appeal the Usage Penalty to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking appealing the Usage Penalty of the BOS decision. The BOS's decision on the appeal shall be final.

(F) If the BOS upholds the Usage Penalty, the water consumer may seek judicial review of that action by filing a petition for writ of mandate in accordance with Sections 1094.5 and 1094.6 of the California Code of Civil Procedure and the time limits specified therein. In addition, notwithstanding the provisions of Sections 1094.5 or 1094.6 of the California Code of Civil Procedure, within 20 days after service of this final decision of the Shasta County Board of Supervisors regarding the imposition of the Usage penalty, the water consumer may also contest the final decision and seek review by filing an appeal to be heard de novo by the Superior Court. This right to appeal is limited to the terms and conditions set out in outlined in California Government Code Section 53069.4. In the event that a copy of the notice of appeal is served in person or by first-class mail upon the Clerk of the Board for the County of Shasta by the water consumer pursuant to the appeal to the Superior Court, the time for payment shall be suspended from the date of said service until the judgment of the court is final.

(G) Usage Penalties shall be subject to Shasta County Code section 13.12.050-Water Service-Billing.

(H) The remedies provided for in this section are cumulative and not alternative.

(I) Should there be any inconsistency or conflict with the penalty provisions of this ordinance and Water Code section 377, the provisions of Water Code section 377 shall control.

SECTION 6. Moratorium on New or Additional Water Service Connections

Pursuant to article XI, section 7 of the California Constitution and California Water Code sections 350 et seq, no new or additional water services connections shall be approved or established. This provision shall apply to all applications for new or additional water service connections that have not been received by the Shasta County Department of Resource Management as of the effective date of this ordinance.

SECTION 7. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.)

SECTION 8. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 9. Adoption

This ordinance shall take effect and be in full force and effect immediately after its passage as an urgency ordinance pursuant to the provisions of Government Code sections 25123 and 25131 and Water Code section 376. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 5th day of June, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisor Moty, Kehoe, Rickert, Morgan, and Baugh
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

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

By Trisha Boss
Deputy

THIS INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST JUN 07 2018
CLERK OF THE BOARD
Supervisors of the County of Shasta, State of California
BY: Trisha Boss

Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
KEN D. CRISTOBAL, DEPUTY
SCOTT G. WAHL, DEPUTY

September 11, 2018 CSA 010023

ROBERT BILLINGS
30885 JESSE JAMES RD
DUNSMUIR CA 96025

Subject: CSA #23 Crag View Water Usage Penalty, Account #0023058.0B

Dear ROBERT BILLINGS:

On June 5, 2018, the Board of Supervisors adopted Ordinance No. 742. This Ordinance limited customer use to 300 gallons per day (or as approved by variance). In the July/August billing period, your household used 22,576 gallons which exceeded your allotment. As a first violation under the Ordinance, a usage penalty of $100 has been applied.

You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

If you prefer not to appeal, please remit payment to:

Department of Public Works – CSA Division
CSA #23 Crag View Water
1855 Placer Street
Redding, CA 96001

If you have any questions, please call (530) 225-5571.

Sincerely,

Patrick J. Minturn, Director

By _____
Ken Cristobal
Deputy Director – Administration

KDC/ldr

COUNTY OF SHASTA
RECEIVED
SEP 17 2018
CLERK OF THE BOARD

Shasta County

Sept 13, 2018

I wish to appeal the penalty applied against 30885 Jesse James Rd Dunsmuir Ca. 96025

I have allready sent a check to cover the penalty. I own the property next to mine & have a rental in it. He uses very little water & I would like to combine these two properties as to the water usage to stay out of the penalty area.

I talked with Ken Cristobal & he says this seems reasonable to him.

please notify me as to what, when & where I have to do to make this appeal valid.

Thank you
Robert Billings

SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS
A DIVISION OF THE ADMINISTRATIVE OFFICE
LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001
VOICE (530) 225-5550
TOLL FREE IN NORTH STATE (800)479-8009
FAX (530) 225-5189

October 10, 2018

Robert Billings
30885 Jesse James Road
Dunsmuir, CA 96025

Re: **NOTICE OF HEARING – APPEAL OF IMPOSITION OF WATER PENALTY**
Board of Supervisors October 23, 2018 Meeting and CSA No. 23 Penalty Appeal Hearing

Dear Robert Billings:

This letter will serve as notice of the setting of the hearing date of your County Service Area (CSA) No. 23 water bills penalty due process appeal hearing. Your hearing will be held as follows:

Date:	October 23, 2018
Time:	9:00 a.m., or as soon thereafter as may be heard
Location:	Shasta County Administration Building 1450 Court Street, Redding, California, Room 263 (Board Chambers)

The Board will hold a public hearing on this matter. After the County presents its evidence regarding your water use and civil penalty, you will be allocated five minutes to address the Board in support of your position regarding the imposition of your water bill penalty. You may bring and present copies of written materials. Please bring 10 copies of each document you plan to present to the Board and deliver them to the Clerk of the Board before the meeting or during the hearing. At the conclusion of the hearing, the decision of the Board shall be final and conclusive. The Clerk of the Board will mail you a copy of the Board's final decision.

Please be advised that failure to appear at the hearing or to raise any issue before the Board of Supervisors may result in you waiving your appeal rights or the waiver of your right to have the Board of Supervisors consider a particular issue.

The staff report to the Board regarding the CSA 23 penalty appeals will be available on the internet at (https://www.co.shasta.ca.us/index/bos_index/bos_agenda/current-agenda) and at the office of the Clerk of the Board no later than 5:00 p.m. on October 19, 2018.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Mary Williams
Chief Deputy Clerk of the Board

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Scheduled Hearings - General Government-9.

SUBJECT:

County Service Area (CSA) No. 23-Cragview Penalty Appeal Hearing (Pantel)

DEPARTMENT: Clerk of the Board

Supervisorial 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	General Fund Impact

RECOMMENDATION

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 104-080-019-000 (Pantel); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.050 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

SUMMARY

Ordinance No. 742 established penalties for excessive use. The rate payer received a civil monetary penalty and has requested a hearing regarding the penalty.

DISCUSSION

The Board adopted and enacted Ordinance No. 742 on June 5, 2018. Absent an approved variance, the maximum daily water use was limited to 300 gallons per day. Section 5., Water Use Limitations, subsection (D) states: "Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties in addition to the regular bi-monthly bill as follows:
$100 for the first violation, and
$175 for the second violation, and
$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
-The residential user had actual knowledge of the requirements found to be violated, and
-the conduct was intentional, and
-the amount of water involved was substantial. “Substantial” is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance."

The penalty billing included the following language: "You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive."

Ms. Pantel submitted a request for a hearing regarding her July/August water bill penalty to the Clerk of the Board within the required 30-day filing period. On October 10, 2018, the Clerk of the Board notified the affected rate-payer via U.S. Mail regarding today's hearing for the BOS to consider their civil penalty. The BOS can consider all evidence, written or oral, presented during the hearing and make an independent (de novo) determination of the imposition of the civil penalty. Ms. Pantel's maximum daily allowed use (including any approved variance) was 300 gallons per day. Her actual daily use was 469 gallons per day. The penalty imposed was $100.

ALTERNATIVES

The Board may choose to impose or not impose the civil penalty.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation. The County Administrative Office has reviewed the recommendation.

FINANCING

There is potential General Fund impact dependent on the outcome of the Board's action(s).

ATTACHMENTS:

Description	Upload Date	Description
Customer Transaction Summary-Pantel	10/11/2018	Customer Transaction Summary-Pantel
Emergency Water Restriction Notice	10/11/2018	Emergency Water Restriction Notice
Penalty Notice-Pantel	10/11/2018	Penalty Notice-Pantel
Appeal-Pantel	10/11/2018	Appeal-Pantel
Hearing Notice-Pantel	10/11/2018	Hearing Notice-Pantel

Customer Transaction Summary

Customer Information
Account No: 0023071.1
MYRA PANTEL
20906 ROONEY LN
DUNSMUIR, CA 96025

Location Information
Location No: 0023071
20906 ROONEY LN
DUNSMUIR, CA 96025

Date	Type	Read Date	Reading	Usage	Prior Balance	Transaction Amount	Balance
08/31/2016	Charge	08/31/2016	242530	5933	0.00	114.00	114.00
09/14/2016	Payment				114.00	-114.00	0.00
10/31/2016	Charge	10/31/2016	246331	3801	0.00	101.40	101.40
11/09/2016	Payment				101.40	-101.40	0.00
12/31/2016	Charge	12/31/2016	248331	2000	0.00	90.00	90.00
01/17/2017	Payment				90.00	-90.00	0.00
02/28/2017	Charge	02/28/2017	248030		0.00	90.00	90.00
03/20/2017	Payment				90.00	-90.00	0.00
04/30/2017	Charge	04/30/2017	248964	934	0.00	90.00	90.00
05/11/2017	Payment				90.00	-90.00	0.00
06/30/2017	Charge	06/30/2017	253694	4730	0.00	106.80	106.80
07/14/2017	Payment				106.80	-106.80	0.00
08/31/2017	Charge	08/31/2017	263924	10230	0.00	139.80	139.80
09/27/2017	Payment				139.80	-139.80	0.00
10/31/2017	Charge	10/31/2017	268340	4416	0.00	105.00	105.00
11/20/2017	Payment				105.00	-105.00	0.00
12/31/2017	Charge	12/31/2017	269741	1401	0.00	90.00	90.00
01/16/2018	Payment				90.00	-90.00	0.00
02/28/2018	Charge	02/28/2018	270653	912	0.00	90.00	90.00
03/12/2018	Payment				90.00	-90.00	0.00
04/30/2018	Charge	04/30/2018	272351	1698	0.00	90.00	90.00
05/18/2018	Payment				90.00	-90.00	0.00
06/30/2018	Charge	06/30/2018	279170	6819	0.00	119.40	119.40
07/25/2018	Payment				119.40	-119.40	0.00
08/31/2018	Charge	08/31/2018	282993	3823	0.00	101.40	101.40
09/21/2018	Payment				101.40	-100.00	1.40
09/21/2018	Payment				1.40	-101.40	-100.00

Shasta County

DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

CSA 010023

June 8, 2018

Subject: Emergency Water Restrictions

Dear Customer:

Please be advised that water usage restrictions and a connection moratorium have been implemented in County Service Area No. 23 – Crag View Water (CSA No. 23).

Operational costs have exceeded revenues for several years. A four-year rate increase was proposed but was rejected due to a majority protest pursuant to Proposition 218. CSA No. 23 is presently insolvent and continued insolvency will eliminate the ability to provide water to CSA No. 23. On June 5, 2018, the Board of Supervisors enacted emergency regulations to control costs (Ordinance No. 742 enclosed).

Each gallon of water delivered to customers in CSA No. 23 costs more than the incremental revenue received. Consequently, the more water that the customers use, the more insolvent CSA No. 23 becomes. The current rate structure only partially recovers operating costs and does not recover depreciation costs. It is thus prudent to curtail excessive use beyond basic health and safety domestic needs while also ensuring priority of use for fire and sanitation.

The Ordinance limits water use to 300 gallons per customer per day. Penalty provisions will apply to any use in excess of this amount as detailed in the Ordinance. The Ordinance also establishes a moratorium on new water meter connections. Your compliance will be appreciated.

If you have any questions please call (530) 225-5661.

Sincerely,

Patrick J. Minturn, Director

PJM/ldr
Enclosure

ORDINANCE NO. 742

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA DECLARING A FISCAL WATER SHORTAGE EMERGENCY AND A NECESSITY FOR A WATER CONSERVATION PROGRAM, ADOPTING A WATER CONSERVATION PROGRAM AND FINDING THAT THE ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN COUNTY SERVICE AREA NO. 23 – CRAG VIEW WATER

WHEREAS, the provision of potable water supplies for domestic use is essential to health, safety and general public welfare; and

WHEREAS, a water shortage emergency condition prevails in County Service Area No. 23-Crag View Water and that the ordinary demands and requirements of water consumers cannot be satisfied under the current restraints of County Service Area No. 23-Crag View Water without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, County Service Area No. 23 - Crag View Water provides potable water to approximately 70 customers within its service area; and

WHEREAS, costs are incurred to provide potable water to customers; and

WHEREAS, County Service Area No. 23 - Crag View Water is presently insolvent; and

WHEREAS, efforts to secure an adequate funding stream to support County Service Area No. 23 - Crag View Water operations have not been successful; and

WHEREAS, County Service Area No. 23 - Crag View Water proposed a rate increase on May 15, 2018, which would have allowed it to continue to provide water service at the present level; and

WHEREAS, pursuant to article XIII C, section 6 of the California Constitution, the water users in County Service Area No. 23 - Crag View Water submitted protest ballots which constituted a majority of the users thus preventing the imposition of the new rates; and

WHEREAS, County Service Area No. 23 - Crag View Water presently incurs incremental operational and infrastructure costs in excess of incremental revenues to provide water to customers in excess of supplies which may be deemed necessary for basic health and safety minimums; and

WHEREAS, operating County Service Area No. 23 - Crag View Water does not have adequate revenue to provide the current level of water service thus threatening the entire future water supply; and

WHEREAS, County Service Area No. 23 - Crag View Water is not required to provide a service which is beyond its financial ability; and

WHEREAS, the County Service Area Law embodies a State policy against the subsidization of one group of taxpayers by another; and

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

WHEREAS, California Water Code section 350 provides that a public entity water supplier may declare a water shortage emergency condition exists within the area served whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, California Water Code section 351 provides that except in the event of a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a water shortage emergency declaration shall be made only after a public hearing at which consumers of such water supply shall have an opportunity to be heard to protest against the declaration and to present their respective needs to the public entity; and

WHEREAS, California Water Code section 353 provides that upon declaration of a water shortage emergency, the public entity shall thereupon adopt such regulations and restrictions on the delivery and use of water as needed in the sound discretion of the public entity and conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection; and

WHEREAS, California Water Code section 355 provides that the regulations and restrictions shall thereafter be and remain in full force and effect until the period of the emergency and until the emergency condition no longer exists; and

WHEREAS, California Water Code section 356 provides that the regulations and restrictions may include the right to deny applications for new or additional service connections, and provisions for their enforcement by discontinuing service to customers willfully violating the regulations and restrictions; and

WHEREAS, California Water Code section 357 provides that if the regulations and restrictions on delivering consumption of water adopted pursuant to California Water Code section 350 conflict with any law establishing the rights of individual consumers to receive either specific

or proportionate amounts of water supply available for distribution the service area, the regulations and restrictions adopted pursuant to California Water Code section 350 shall prevail; and

WHEREAS, California Water Code sections 375 et seq. empowers the County of Shasta through County Service Area No. 23 - Crag View Water as the supplier of water to County Service Area No. 23 - Crag View Water to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, Water Code section 377 establishes that, from and after the publication of an ordinance pursuant to Water Code section 376, violation of the ordinance is a misdemeanor punishable by up to 30 days in county jail, or by a fine of up to $1,000 or both; and

WHEREAS, Water Code section 377 establishes that any person violating this ordinance may also be subject to a civil penalty in an amount not to exceed $10,000 in accordance with and subject to that provision as it may be amended from time to time. Civil penalties shall be:

$100 for the first violation, and
$175 for the second violation, and
$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
- -The residential user had actual knowledge of the requirements found to be violated, and
- -the conduct was intentional, and
- -the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance; and

WHEREAS, notice of the time and place of this hearing of this ordinance has been provided in accordance with the applicable provisions including, but not limited to, California Water Code section 352 and Government Code section 6061; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it includes regulations to protect water resources and the ability to provide water resources. Also it consists of regulations and restrictions on activities to ensure the maintenance, restoration, or enhancement of a natural resource pursuant to CEQA Guidelines 51501 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), 13507 (Actions for Protection of Natural Resources) and 15308 (Actions for Protection of Environment), and there are no unusual circumstances under CEQA Guideline 15300.2(c); and

WHEREAS, on June 5, 2018, the County of Shasta held a public hearing to consider an ordinance adopting a water conservation program.

The Board of Supervisors of the County of Shasta ordains as follows in County Service Area No. 23 – Crag View Water:

SECTION 1. Immediate Effect

This ordinance is an urgency measure and is effective immediately upon adoption.

SECTION 2. Publication

Pursuant to Water Code section 376, the County of Shasta shall publish, in accordance with Government Code section 6061, this ordinance adopting a water conservation program within 10 days after its adoption.

SECTION 3. Findings of Necessity

(A) The Board of Supervisors finds and determines that the foregoing recitals are true and correct.

(B) The Board of Supervisors further finds that because of fiscal insolvency within the CSA, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure the continued availability of water for human consumption, sanitation, and fire protection.

(C) The Board of Supervisors further finds and determines that the general welfare requires that the County maximize the beneficial use of its available water resources in County Service Area No. 23 - Crag View Water to the extent that it is capable, and that the unreasonable use, or unreasonable method of use of water shall be prevented and the conservation of water is to be extended with the view to the reasonable and beneficial use thereof in the interests of the people County Service Area No. 23 - Crag View Water and for their public health, safety, and welfare.

SECTION 4. Application

Due to the unique circumstances involving the ability of County Service Area No. 23 - Crag View Water to provide the current level of water service, including demand, thus threatening the availability of water in County Service Area No. 23 - Crag View Water, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure that there is sufficient water for human consumption, sanitation, and fire protection and for the public health, safety, and welfare of the residents of County Service Area No. 23 - Crag View Water.

SECTION 5. Water Use Limitations

(A) No metered connection shall use in excess of 300 gallons per day unless a variance is granted in accordance with the terms of this ordinance.

(B) A water consumer may apply for a variance from the maximum permitted water consumption provisions prescribed in Section 5.A. by submitting a written request for a variance to the Director of the Shasta County Department of Public Works or his/her designee ("Director"). The Director shall consider all information provided by the water consumer in determining whether a variance will be granted. The Director may, in his or her sole discretion, grant a variance from the maximum permitted water consumption provisions of Section 5 if the application of the provisions prescribed in 5.A. would constitute an extraordinary hardship. The factors which may be taken into consideration include, but are not limited to: failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance; compliance with the water conservation measures cannot be accomplished due to technical or other limitations; is necessary to avoid or mitigate a significant adverse impact on an endangered or listed protected plant, animal, or aquatic species or critical environmental feature present on the property or to maintain the traditional and natural character of a critical environmental feature; or, other limitations and alternative methods achieving the same level of reduction in water use can be implemented and are specified in the request for the variance.

(C) If the Director grants a variance, the maximum permitted water consumption shall be as determined by the Director, and the civil penalty provisions prescribed in this Ordinance shall apply to the increased maximum permitted water consumption. The Director shall inform the water consumer seeking a variance of the decision within 30 days of the Director's receipt of the request for a variance. Service of the Director's decision shall be by first-class mail addressed to the water consumer at the address given by the water consumer in the request for a variance and shall be deemed received by the water consumer five days after the date of mailing. The water consumer may appeal the Director's decision to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Director's decision. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer seeking a variance of the BOS's of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking the variance of the BOS decision. The BOS's decision on the appeal shall be final.

(D) Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties (Usage Penalty) in addition to the regular bi-monthly bill as follows:

$100 for the first violation, and
$175 for the second violation, and

$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
-The residential user had actual knowledge of the requirements found to be violated, and
-the conduct was intentional, and
-the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance.

(E) If a Usage Penalty is imposed, the water consumer may appeal the Usage Penalty to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking appealing the Usage Penalty of the BOS decision. The BOS's decision on the appeal shall be final.

(F) If the BOS upholds the Usage Penalty, the water consumer may seek judicial review of that action by filing a petition for writ of mandate in accordance with Sections 1094.5 and 1094.6 of the California Code of Civil Procedure and the time limits specified therein. In addition, notwithstanding the provisions of Sections 1094.5 or 1094.6 of the California Code of Civil Procedure, within 20 days after service of this final decision of the Shasta County Board of Supervisors regarding the imposition of the Usage penalty, the water consumer may also contest the final decision and seek review by filing an appeal to be heard de novo by the Superior Court. This right to appeal is limited to the terms and conditions set out in outlined in California Government Code Section 53069.4. In the event that a copy of the notice of appeal is served in person or by first-class mail upon the Clerk of the Board for the County of Shasta by the water consumer pursuant to the appeal to the Superior Court, the time for payment shall be suspended from the date of said service until the judgment of the court is final.

(G) Usage Penalties shall be subject to Shasta County Code section 13.12.050-Water Service-Billing.

(H) The remedies provided for in this section are cumulative and not alternative.

(I) Should there be any inconsistency or conflict with the penalty provisions of this ordinance and Water Code section 377, the provisions of Water Code section 377 shall control.

SECTION 6. Moratorium on New or Additional Water Service Connections

Pursuant to article XI, section 7 of the California Constitution and California Water Code sections 350 et seq, no new or additional water services connections shall be approved or established. This provision shall apply to all applications for new or additional water service connections that have not been received by the Shasta County Department of Resource Management as of the effective date of this ordinance.

SECTION 7. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.)

SECTION 8. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 9. Adoption

This ordinance shall take effect and be in full force and effect immediately after its passage as an urgency ordinance pursuant to the provisions of Government Code sections 25123 and 25131 and Water Code section 376. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 5th day of June, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisor Moty, Kehoe, Rickert, Morgan, and Baugh
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

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

By Trisha Boss
Deputy

THIS INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST JUN 07 2018
CLERK OF THE BOARD
Supervisors of the County of Shasta, State of California
BY: Trisha Boss

Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
KEN D. CRISTOBAL, DEPUTY
SCOTT G. WAHL, DEPUTY

September 11, 2018 CSA 010023

MYRA PANTEL
20906 ROONEY LN
DUNSMUIR CA 96025

Subject: CSA #23 Crag View Water Usage Penalty, Account #0023071.1

Dear MYRA PANTEL:

On June 5, 2018, the Board of Supervisors adopted Ordinance No. 742. This Ordinance limited customer use to 300 gallons per day (or as approved by variance). In the July/August billing period, your household used 28,598 gallons which exceeded your allotment. As a first violation under the Ordinance, a usage penalty of $100 has been applied.

You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

If you prefer not to appeal, please remit payment to:

Department of Public Works – CSA Division
CSA #23 Crag View Water
1855 Placer Street
Redding, CA 96001

If you have any questions, please call (530) 225-5571.

Sincerely,

Patrick J. Minturn, Director

By _____
Ken Cristobal
Deputy Director – Administration

KDC/ldr

Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
KEN D. CRISTOBAL, DEPUTY
SCOTT G. WAHL, DEPUTY

See Attached Check.

September 11, 2018 CSA 010023

Asking for a Variance "Not to Pay" on Standby Evacuation, Watered Trees and Such.
Thank you
Myra Pantel

MYRA PANTEL
20906 ROONEY LN
DUNSMUIR CA 96025

Subject: CSA #23 Crag View Water Usage Penalty, Account #0023071.1

Dear MYRA PANTEL:

On June 5, 2018, the Board of Supervisors adopted Ordinance No. 742. This Ordinance limited customer use to 300 gallons per day (or as approved by variance). In the July/August billing period, your household used 28,598 gallons which exceeded your allotment. As a first violation under the Ordinance, a usage penalty of $100 has been applied.

You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

If you prefer not to appeal, please remit payment to:

Department of Public Works – CSA Division
CSA #23 Crag View Water
1855 Placer Street
Redding, CA 96001

If you have any questions, please call (530) 225-5571.

Sincerely,

Patrick J. Minturn, Director

By _____
Ken Cristobal
Deputy Director – Administration

KDC/ldr

SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS
A DIVISION OF THE ADMINISTRATIVE OFFICE
LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001
VOICE (530) 225-5550
TOLL FREE IN NORTH STATE (800)479-8009
FAX (530) 225-5189

October 10, 2018

Mayra Pantel
20906 Rooney Lane
Dunsmuir, CA 96025

Re: **NOTICE OF HEARING – APPEAL OF IMPOSITION OF WATER PENALTY**
Board of Supervisors October 23, 2018 Meeting and CSA No. 23 Penalty Appeal Hearing

Dear Mayra Pantel:

This letter will serve as notice of the setting of the hearing date of your County Service Area (CSA) No. 23 water bills penalty due process appeal hearing. Your hearing will be held as follows:

Date:	October 23, 2018
Time:	9:00 a.m., or as soon thereafter as may be heard
Location:	Shasta County Administration Building 1450 Court Street, Redding, California, Room 263 (Board Chambers)

The Board will hold a public hearing on this matter. After the County presents its evidence regarding your water use and civil penalty, you will be allocated five minutes to address the Board in support of your position regarding the imposition of your water bill penalty. You may bring and present copies of written materials. Please bring 10 copies of each document you plan to present to the Board and deliver them to the Clerk of the Board before the meeting or during the hearing. At the conclusion of the hearing, the decision of the Board shall be final and conclusive. The Clerk of the Board will mail you a copy of the Board's final decision.

Please be advised that failure to appear at the hearing or to raise any issue before the Board of Supervisors may result in you waiving your appeal rights or the waiver of your right to have the Board of Supervisors consider a particular issue.

The staff report to the Board regarding the CSA 23 penalty appeals will be available on the internet at (https://www.co.shasta.ca.us/index/bos_index/bos_agenda/current-agenda) and at the office of the Clerk of the Board no later than 5:00 p.m. on October 19, 2018.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Mary Williams
Chief Deputy Clerk of the Board

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Scheduled Hearings - General Government-10.

SUBJECT:

County Service Area (CSA) No. 23-Cragview Penalty Appeal Hearing (Stafford)

DEPARTMENT: Clerk of the Board

Supervisorial 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	General Fund Impact

RECOMMENDATION

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-060-007-000 (Stafford); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.050 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

SUMMARY

Ordinance No. 742 established penalties for excessive use. The rate payer received a civil monetary penalty and has requested a hearing regarding the penalty.

DISCUSSION

The Board adopted and enacted Ordinance No. 742 on June 5, 2018. Absent an approved variance, the maximum daily water use was limited to 300 gallons per day. Section 5., Water Use Limitations, subsection (D) states: "Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties in addition to the regular bi-monthly bill as follows:

$100 for the first violation, and
$175 for the second violation, and
$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
-The residential user had actual knowledge of the requirements found to be violated, and
-the conduct was intentional, and
-the amount of water involved was substantial. “Substantial” is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance."

The penalty billing included the following language: "You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive."

Ms. Stafford submitted a request for a hearing regarding her July/August water bill penalty to the Clerk of the Board within the required 30-day filing period. On October 10, 2018, the Clerk of the Board notified the affected rate-payer via U.S. Mail regarding today's hearing for the BOS to consider their civil penalty. The BOS can consider all evidence, written or oral, presented during the hearing and make an independent (de novo) determination of the imposition of the civil penalty. Ms. Stafford's maximum daily allowed use (including any approved variance) was 300 gallons per day. Her actual daily use was 508 gallons per day. The penalty imposed was $100.

ALTERNATIVES

The Board may choose to impose or not impose the civil penalty.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation. The County Administrative Office has reviewed the recommendation.

FINANCING

There is potential General Fund impact dependent on the outcome of the Board's action(s).

ATTACHMENTS:

Description	Upload Date	Description
Customer Transaction Summary-Stafford	10/11/2018	Customer Transaction Summary-Stafford
Emergency Water Restriction Notice	10/11/2018	Emergency Water Restriction Notice
Penalty Notice-Stafford	10/11/2018	Penalty Notice-Stafford
Appeal-Stafford	10/18/2018	Appeal-Stafford
Hearing Notice-Stafford	10/11/2018	Hearing Notice-Stafford

CSA #23 Crag View

Customer Transaction Summary

Customer Information
Account No: 0023072.0
KIM STAFFORD
30925 JESSE JAMES RD
DUNSMUIR, CA 96025

Location Information
Location No: 0023072
30925 JESSE JAMES RD
DUNSMUIR, CA 96025

Date	Type	Read Date	Reading	Usage	Prior Balance	Transaction Amount	Balance
08/31/2016	Charge	08/31/2016	920751	7905	0.00	126.00	126.00
09/12/2016	Payment				126.00	-126.00	0.00
10/31/2016	Charge	10/31/2016	924539	3788	0.00	100.80	100.80
11/09/2016	Payment				100.80	-100.80	0.00
12/31/2016	Charge	12/31/2016	926539	2000	0.00	90.00	90.00
01/13/2017	Payment				90.00	-90.00	0.00
02/28/2017	Charge	02/28/2017	925598		0.00	90.00	90.00
03/08/2017	Payment				90.00	-90.00	0.00
04/30/2017	Charge	04/30/2017	927725	2127	0.00	91.20	91.20
05/12/2017	Payment				91.20	-91.20	0.00
06/30/2017	Charge	06/30/2017	930615	2890	0.00	95.40	95.40
07/10/2017	Payment				95.40	-95.40	0.00
08/31/2017	Charge	08/31/2017	940613	9998	0.00	138.00	138.00
09/20/2017	Payment				138.00	-138.00	0.00
10/31/2017	Charge	10/31/2017	945789	5176	0.00	109.20	109.20
11/08/2017	Payment				109.20	-109.20	0.00
12/31/2017	Charge	12/31/2017	946838	1049	0.00	90.00	90.00
01/10/2018	Payment				90.00	-90.00	0.00
02/28/2018	Charge	02/28/2018	947255	417	0.00	90.00	90.00
03/09/2018	Payment				90.00	-90.00	0.00
04/30/2018	Charge	04/30/2018	948684	1429	0.00	90.00	90.00
05/14/2018	Payment				90.00	-90.00	0.00
06/30/2018	Charge	06/30/2018	953550	4866	0.00	107.40	107.40
07/18/2018	Payment				107.40	-107.40	0.00
08/31/2018	Charge	08/31/2018	957697	4147	0.00	103.20	103.20
09/12/2018	Payment				103.20	-103.20	0.00

Shasta County

DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

CSA 010023

June 8, 2018

Subject: Emergency Water Restrictions

Dear Customer:

Please be advised that water usage restrictions and a connection moratorium have been implemented in County Service Area No. 23 – Crag View Water (CSA No. 23).

Operational costs have exceeded revenues for several years. A four-year rate increase was proposed but was rejected due to a majority protest pursuant to Proposition 218. CSA No. 23 is presently insolvent and continued insolvency will eliminate the ability to provide water to CSA No. 23. On June 5, 2018, the Board of Supervisors enacted emergency regulations to control costs (Ordinance No. 742 enclosed).

Each gallon of water delivered to customers in CSA No. 23 costs more than the incremental revenue received. Consequently, the more water that the customers use, the more insolvent CSA No. 23 becomes. The current rate structure only partially recovers operating costs and does not recover depreciation costs. It is thus prudent to curtail excessive use beyond basic health and safety domestic needs while also ensuring priority of use for fire and sanitation.

The Ordinance limits water use to 300 gallons per customer per day. Penalty provisions will apply to any use in excess of this amount as detailed in the Ordinance. The Ordinance also establishes a moratorium on new water meter connections. Your compliance will be appreciated.

If you have any questions please call (530) 225-5661.

Sincerely,

Patrick J. Minturn, Director

PJM/ldr
Enclosure

ORDINANCE NO. 742

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA DECLARING A FISCAL WATER SHORTAGE EMERGENCY AND A NECESSITY FOR A WATER CONSERVATION PROGRAM, ADOPTING A WATER CONSERVATION PROGRAM AND FINDING THAT THE ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN COUNTY SERVICE AREA NO. 23 – CRAG VIEW WATER

WHEREAS, the provision of potable water supplies for domestic use is essential to health, safety and general public welfare; and

WHEREAS, a water shortage emergency condition prevails in County Service Area No. 23-Crag View Water and that the ordinary demands and requirements of water consumers cannot be satisfied under the current restraints of County Service Area No. 23-Crag View Water without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, County Service Area No. 23 - Crag View Water provides potable water to approximately 70 customers within its service area; and

WHEREAS, costs are incurred to provide potable water to customers; and

WHEREAS, County Service Area No. 23 - Crag View Water is presently insolvent; and

WHEREAS, efforts to secure an adequate funding stream to support County Service Area No. 23 - Crag View Water operations have not been successful; and

WHEREAS, County Service Area No. 23 - Crag View Water proposed a rate increase on May 15, 2018, which would have allowed it to continue to provide water service at the present level; and

WHEREAS, pursuant to article XIII C, section 6 of the California Constitution, the water users in County Service Area No. 23 - Crag View Water submitted protest ballots which constituted a majority of the users thus preventing the imposition of the new rates; and

WHEREAS, County Service Area No. 23 - Crag View Water presently incurs incremental operational and infrastructure costs in excess of incremental revenues to provide water to customers in excess of supplies which may be deemed necessary for basic health and safety minimums; and

WHEREAS, operating County Service Area No. 23 - Crag View Water does not have adequate revenue to provide the current level of water service thus threatening the entire future water supply; and

WHEREAS, County Service Area No. 23 - Crag View Water is not required to provide a service which is beyond its financial ability; and

WHEREAS, the County Service Area Law embodies a State policy against the subsidization of one group of taxpayers by another; and

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

WHEREAS, California Water Code section 350 provides that a public entity water supplier may declare a water shortage emergency condition exists within the area served whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, California Water Code section 351 provides that except in the event of a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a water shortage emergency declaration shall be made only after a public hearing at which consumers of such water supply shall have an opportunity to be heard to protest against the declaration and to present their respective needs to the public entity; and

WHEREAS, California Water Code section 353 provides that upon declaration of a water shortage emergency, the public entity shall thereupon adopt such regulations and restrictions on the delivery and use of water as needed in the sound discretion of the public entity and conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection; and

WHEREAS, California Water Code section 355 provides that the regulations and restrictions shall thereafter be and remain in full force and effect until the period of the emergency and until the emergency condition no longer exists; and

WHEREAS, California Water Code section 356 provides that the regulations and restrictions may include the right to deny applications for new or additional service connections, and provisions for their enforcement by discontinuing service to customers willfully violating the regulations and restrictions; and

WHEREAS, California Water Code section 357 provides that if the regulations and restrictions on delivering consumption of water adopted pursuant to California Water Code section 350 conflict with any law establishing the rights of individual consumers to receive either specific

or proportionate amounts of water supply available for distribution the service area, the regulations and restrictions adopted pursuant to California Water Code section 350 shall prevail; and

WHEREAS, California Water Code sections 375 et seq. empowers the County of Shasta through County Service Area No. 23 - Crag View Water as the supplier of water to County Service Area No. 23 - Crag View Water to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, Water Code section 377 establishes that, from and after the publication of an ordinance pursuant to Water Code section 376, violation of the ordinance is a misdemeanor punishable by up to 30 days in county jail, or by a fine of up to $1,000 or both; and

WHEREAS, Water Code section 377 establishes that any person violating this ordinance may also be subject to a civil penalty in an amount not to exceed $10,000 in accordance with and subject to that provision as it may be amended from time to time. Civil penalties shall be:

$100 for the first violation, and
$175 for the second violation, and
$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
- -The residential user had actual knowledge of the requirements found to be violated, and
- -the conduct was intentional, and
- -the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance; and

WHEREAS, notice of the time and place of this hearing of this ordinance has been provided in accordance with the applicable provisions including, but not limited to, California Water Code section 352 and Government Code section 6061; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it includes regulations to protect water resources and the ability to provide water resources. Also it consists of regulations and restrictions on activities to ensure the maintenance, restoration, or enhancement of a natural resource pursuant to CEQA Guidelines 51501 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), 13507 (Actions for Protection of Natural Resources) and 15308 (Actions for Protection of Environment), and there are no unusual circumstances under CEQA Guideline 15300.2(c); and

WHEREAS, on June 5, 2018, the County of Shasta held a public hearing to consider an ordinance adopting a water conservation program.

The Board of Supervisors of the County of Shasta ordains as follows in County Service Area No. 23 – Crag View Water:

SECTION 1. Immediate Effect

This ordinance is an urgency measure and is effective immediately upon adoption.

SECTION 2. Publication

Pursuant to Water Code section 376, the County of Shasta shall publish, in accordance with Government Code section 6061, this ordinance adopting a water conservation program within 10 days after its adoption.

SECTION 3. Findings of Necessity

(A) The Board of Supervisors finds and determines that the foregoing recitals are true and correct.

(B) The Board of Supervisors further finds that because of fiscal insolvency within the CSA, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure the continued availability of water for human consumption, sanitation, and fire protection.

(C) The Board of Supervisors further finds and determines that the general welfare requires that the County maximize the beneficial use of its available water resources in County Service Area No. 23 - Crag View Water to the extent that it is capable, and that the unreasonable use, or unreasonable method of use of water shall be prevented and the conservation of water is to be extended with the view to the reasonable and beneficial use thereof in the interests of the people County Service Area No. 23 - Crag View Water and for their public health, safety, and welfare.

SECTION 4. Application

Due to the unique circumstances involving the ability of County Service Area No. 23 - Crag View Water to provide the current level of water service, including demand, thus threatening the availability of water in County Service Area No. 23 - Crag View Water, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure that there is sufficient water for human consumption, sanitation, and fire protection and for the public health, safety, and welfare of the residents of County Service Area No. 23 - Crag View Water.

SECTION 5. Water Use Limitations

(A) No metered connection shall use in excess of 300 gallons per day unless a variance is granted in accordance with the terms of this ordinance.

(B) A water consumer may apply for a variance from the maximum permitted water consumption provisions prescribed in Section 5.A. by submitting a written request for a variance to the Director of the Shasta County Department of Public Works or his/her designee ("Director"). The Director shall consider all information provided by the water consumer in determining whether a variance will be granted. The Director may, in his or her sole discretion, grant a variance from the maximum permitted water consumption provisions of Section 5 if the application of the provisions prescribed in 5.A. would constitute an extraordinary hardship. The factors which may be taken into consideration include, but are not limited to: failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance; compliance with the water conservation measures cannot be accomplished due to technical or other limitations; is necessary to avoid or mitigate a significant adverse impact on an endangered or listed protected plant, animal, or aquatic species or critical environmental feature present on the property or to maintain the traditional and natural character of a critical environmental feature; or, other limitations and alternative methods achieving the same level of reduction in water use can be implemented and are specified in the request for the variance.

(C) If the Director grants a variance, the maximum permitted water consumption shall be as determined by the Director, and the civil penalty provisions prescribed in this Ordinance shall apply to the increased maximum permitted water consumption. The Director shall inform the water consumer seeking a variance of the decision within 30 days of the Director's receipt of the request for a variance. Service of the Director's decision shall be by first-class mail addressed to the water consumer at the address given by the water consumer in the request for a variance and shall be deemed received by the water consumer five days after the date of mailing. The water consumer may appeal the Director's decision to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Director's decision. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer seeking a variance of the BOS's of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking the variance of the BOS decision. The BOS's decision on the appeal shall be final.

(D) Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties (Usage Penalty) in addition to the regular bi-monthly bill as follows:

$100 for the first violation, and
$175 for the second violation, and

$250 for the third and any subsequent violation, and
$1,000 for extraordinary situations where all of the following has occurred:
-The residential user had actual knowledge of the requirements found to be violated, and
-the conduct was intentional, and
-the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance.

(E) If a Usage Penalty is imposed, the water consumer may appeal the Usage Penalty to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking appealing the Usage Penalty of the BOS decision. The BOS's decision on the appeal shall be final.

(F) If the BOS upholds the Usage Penalty, the water consumer may seek judicial review of that action by filing a petition for writ of mandate in accordance with Sections 1094.5 and 1094.6 of the California Code of Civil Procedure and the time limits specified therein. In addition, notwithstanding the provisions of Sections 1094.5 or 1094.6 of the California Code of Civil Procedure, within 20 days after service of this final decision of the Shasta County Board of Supervisors regarding the imposition of the Usage penalty, the water consumer may also contest the final decision and seek review by filing an appeal to be heard de novo by the Superior Court. This right to appeal is limited to the terms and conditions set out in outlined in California Government Code Section 53069.4. In the event that a copy of the notice of appeal is served in person or by first-class mail upon the Clerk of the Board for the County of Shasta by the water consumer pursuant to the appeal to the Superior Court, the time for payment shall be suspended from the date of said service until the judgment of the court is final.

(G) Usage Penalties shall be subject to Shasta County Code section 13.12.050-Water Service-Billing.

(H) The remedies provided for in this section are cumulative and not alternative.

(I) Should there be any inconsistency or conflict with the penalty provisions of this ordinance and Water Code section 377, the provisions of Water Code section 377 shall control.

SECTION 6. Moratorium on New or Additional Water Service Connections

Pursuant to article XI, section 7 of the California Constitution and California Water Code sections 350 et seq, no new or additional water services connections shall be approved or established. This provision shall apply to all applications for new or additional water service connections that have not been received by the Shasta County Department of Resource Management as of the effective date of this ordinance.

SECTION 7. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.)

SECTION 8. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 9. Adoption

This ordinance shall take effect and be in full force and effect immediately after its passage as an urgency ordinance pursuant to the provisions of Government Code sections 25123 and 25131 and Water Code section 376. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 5th day of June, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisor Moty, Kehoe, Rickert, Morgan, and Baugh
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

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

By Trisha Boss
Deputy

THIS INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST JUN 07 2018
CLERK OF THE BOARD
Supervisors of the County of Shasta, State of California
BY: Trisha Boss

Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
KEN D. CRISTOBAL, DEPUTY
SCOTT G. WAHL, DEPUTY

September 11, 2018 CSA 010023

KIM STAFFORD
30925 JESSE JAMES RD
DUNSMUIR CA 96025

Subject: CSA #23 Crag View Water Usage Penalty, Account #0023072.0

Dear KIM STAFFORD:

On June 5, 2018, the Board of Supervisors adopted Ordinance No. 742. This Ordinance limited customer use to 300 gallons per day (or as approved by variance). In the July/August billing period, your household used 31,022 gallons which exceeded your allotment. As a first violation under the Ordinance, a usage penalty of $100 has been applied.

You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

If you prefer not to appeal, please remit payment to:

Department of Public Works – CSA Division
CSA #23 Crag View Water
1855 Placer Street
Redding, CA 96001

If you have any questions, please call (530) 225-5571.

Sincerely,

Patrick J. Minturn, Director

By _____
Ken Cristobal
Deputy Director – Administration

KDC/ldr

(●) [redacted]
(●) [redacted]

called 10/1 to confirm if she wants an appeal. Kim called back - YES intended to appeal.

RECEIVED
OCT 01 2018
CLERK OF THE BOARD

9/23/2018.

To Whom it May Concern:

Acct # 0023072.0
Re: Water Usage Penalty @
30925 Jesse James Rd
Dunsmuir, CA - 96025
"Crag View Drive #23"

Due To Extreme fire Danger, I watered Creating Structure protection on my property that boarders "A Humboldt Resident To my West, whom has Not Removed trash, Debre or 3ft dead Weeds in over 10 yrs. To my South Those Residents moved in A Herion Adict that Chain Smokes Cigarettes out Side Cabin She Stays in.

I work in fire protection & prevention. Safety is my first Concern - Our area is A Vital Water Shed. I have worked my entire life, preserving the North End of Shasta Countys habitant & Ecosystem. And will Continue To do So - Your Water Exemption is not Satisfactory or ~~Reap~~ Reasonable - please Reconsider "Crag View Drive #23 Water System.

Think You
Homeowner - Kim L. Stafford

SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS
A DIVISION OF THE ADMINISTRATIVE OFFICE
LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001
VOICE (530) 225-5550
TOLL FREE IN NORTH STATE (800)479-8009
FAX (530) 225-5189

October 10, 2018

Kim Stafford
30925 Jesse James Road
Dunsmuir, CA 96025

Re: **NOTICE OF HEARING – APPEAL OF IMPOSITION OF WATER PENALTY**
Board of Supervisors October 23, 2018 Meeting and CSA No. 23 Penalty Appeal Hearing

Dear Kim Stafford:

This letter will serve as notice of the setting of the hearing date of your County Service Area (CSA) No. 23 water bills penalty due process appeal hearing. Your hearing will be held as follows:

Date:	October 23, 2018
Time:	9:00 a.m., or as soon thereafter as may be heard
Location:	Shasta County Administration Building 1450 Court Street, Redding, California, Room 263 (Board Chambers)

The Board will hold a public hearing on this matter. After the County presents its evidence regarding your water use and civil penalty, you will be allocated five minutes to address the Board in support of your position regarding the imposition of your water bill penalty. You may bring and present copies of written materials. Please bring 10 copies of each document you plan to present to the Board and deliver them to the Clerk of the Board before the meeting or during the hearing. At the conclusion of the hearing, the decision of the Board shall be final and conclusive. The Clerk of the Board will mail you a copy of the Board's final decision.

Please be advised that failure to appear at the hearing or to raise any issue before the Board of Supervisors may result in you waiving your appeal rights or the waiver of your right to have the Board of Supervisors consider a particular issue.

The staff report to the Board regarding the CSA 23 penalty appeals will be available on the internet at (https://www.co.shasta.ca.us/index/bos_index/bos_agenda/current-agenda) and at the office of the Clerk of the Board no later than 5:00 p.m. on October 19, 2018.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Mary Williams
Chief Deputy Clerk of the Board

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 23, 2018
CATEGORY: Scheduled Hearings - Public Works-11.

SUBJECT:

Forwards Mill Road & Mineral Road Abandonment

DEPARTMENT: Public Works

Supervisorial District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions to consider abandonment of public interest in Forwards Mill Road (County Road No. 2N002B) and a portion of Mineral Road (County Road No. 2P001) (Viola area): (1) Conduct a public hearing; (2) close the public hearing; and (3) adopt a resolution which orders the vacation of public easement located in the unincorporated area of Shasta County, California.

SUMMARY

Adjoining property owners have petitioned to vacate portions of Forwards Mill Road and Mineral Road.

DISCUSSION

Forwards Mill Road (2N002B) and Mineral Road (2P001) are gravel roads in southeastern Shasta County. They were added to the County's maintained mileage in 1954 & 1962, respectively. Sierra Pacific Industries and a few other private parties own the adjoining lands and have petitioned for abandonment. Public hearing notices were published and posted in accordance with Streets & Highways Code Sections 8322 & 8323. Local utility companies have requested a reservation of rights for their existing facilities per standard practice. Please note that Forwards Mill Road (2N002A) from Rock Creek Road to the Tehama County Line is not involved in these proceedings.

ALTERNATIVES

The Board may decline to abandon some are all of the subject roads at this time.

OTHER AGENCY INVOLVEMENT

The Planning Commission has reviewed the proposed abandonment and determined it to be consistent with the General Plan per Resolution No. 2018-027. County Counsel has approved the resolution as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

Abandonment processing costs are recovered from the petitioners through fees. Adequate funds were included in the Adopted 2018/2019 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Abandonment Resolution	10/9/2018	Abandonment Resolution
Abandonment Resolution - Exhibits A & B	10/9/2018	Abandonment Resolution - Exhibits A & B

RECORDING REQUESTED BY:
Patrick J. Minturn, Director

WHEN RECORDED MAIL TO:
COUNTY OF SHASTA
Public Works Department
1855 Placer Street
Redding, CA 96001

Documentary Transfer Tax: None
Gov. Code § 6103, § 27383
Project: Abandonment of Public Easement
(Forward Mills Rd & Mineral Rd)

----------Space Above This Line For Recorder's Use Only----------

RESOLUTION NO. 2018-

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA ORDERING THE VACATION OF PUBLIC EASEMENT IN THE UNINCORPORATED AREA OF SHASTA COUNTY, CALIFORNIA

WHEREAS, the Board of Supervisors has been petitioned to abandon a public easement located in the unincorporated area of Shasta County; and

WHEREAS, the public easement purposed to be vacated is described as Forwards Mill Road (County Road No. 2N002B), and a portion of Mineral Road (County Road No. 2P001) more specifically described in Exhibits "A" & "B", attached hereto and incorporated herein (the "Property"); and

WHEREAS, sections 8320 et seq. of the Streets and Highways Code authorizes the Board of Supervisors to vacate public streets, highways, and service easements; and

WHEREAS, pursuant to section 8324 of the Streets and Highways Code, The Board of Supervisors may vacate a street, highway or public service easement if it finds, based on the evidence presented, that the Property is unnecessary for present or prospective public use and the vacation is in the public interest; and

WHEREAS, section 8340 of the Streets and Highways Code provides, in part, that if there are in-place public utility facilities that are in use, a public entity shall, unless the legislative body determines the public convenience and necessity otherwise require, reserve, and except from the vacation any easement and right necessary to maintain, operate, replace, remove, or renew the public utility facilities; and

WHEREAS, section 65402(a) of the Government Code provides that no real property shall be acquired or disposed of until the planning agency has made a general plan consistency finding; and

WHEREAS, pursuant to section 65402(a) of the Government Code, the County of Shasta Planning Commission reviewed the proposed vacation and adopted Resolution No. 2018-027 evidencing that it has determined that the vacation is consistent with the General Plan; and

WHEREAS, notice of the hearing was published and posted in accordance with the procedures contained in sections 8322 and 8323 of the Streets and Highways Code; and

WHEREAS, the Board of Supervisors heard and considered all written and oral evidence offered for consideration before the hearing and at the hearing.

NOW, THEREFORE, BE IT RESOLVED pursuant to section 8324 of the Streets and Highways Code, the Board of Supervisors finds, based on the evidence presented, that the Property is unnecessary for present or prospective public use; and

BE IT FURTHER RESOLVED that the Property is hereby vacated and shall no longer constitute a public easement or right of way, **RESERVING AND EXCEPTING** from said vacation, however, any and all existing easements and rights at any time, or from time to time, to maintain, operate, replace, remove and renew existing sanitary sewers and storm drains and appurtenant structures, lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipe lines, telegraphic and telephone lines, and for the transportation of distribution of electric energy, petroleum and its products, ammonia, water and for incidental purposes, including access to protect the property from all hazards in, upon, and over the said parcel or part thereof abandoned hereby; and

BE IT FURTHER RESOLVED that the Clerk of the Board shall cause a certified copy of this Resolution to be recorded in accordance with Streets and Highways Code section 8325.

DULY PASSED AND ADOPTED this 23rd day of October 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

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

By _____
Deputy

Legal Description - Abandonment
Forwards Mill Rd (2N002B) & Mineral Rd (2P001)

EXHIBIT "A"

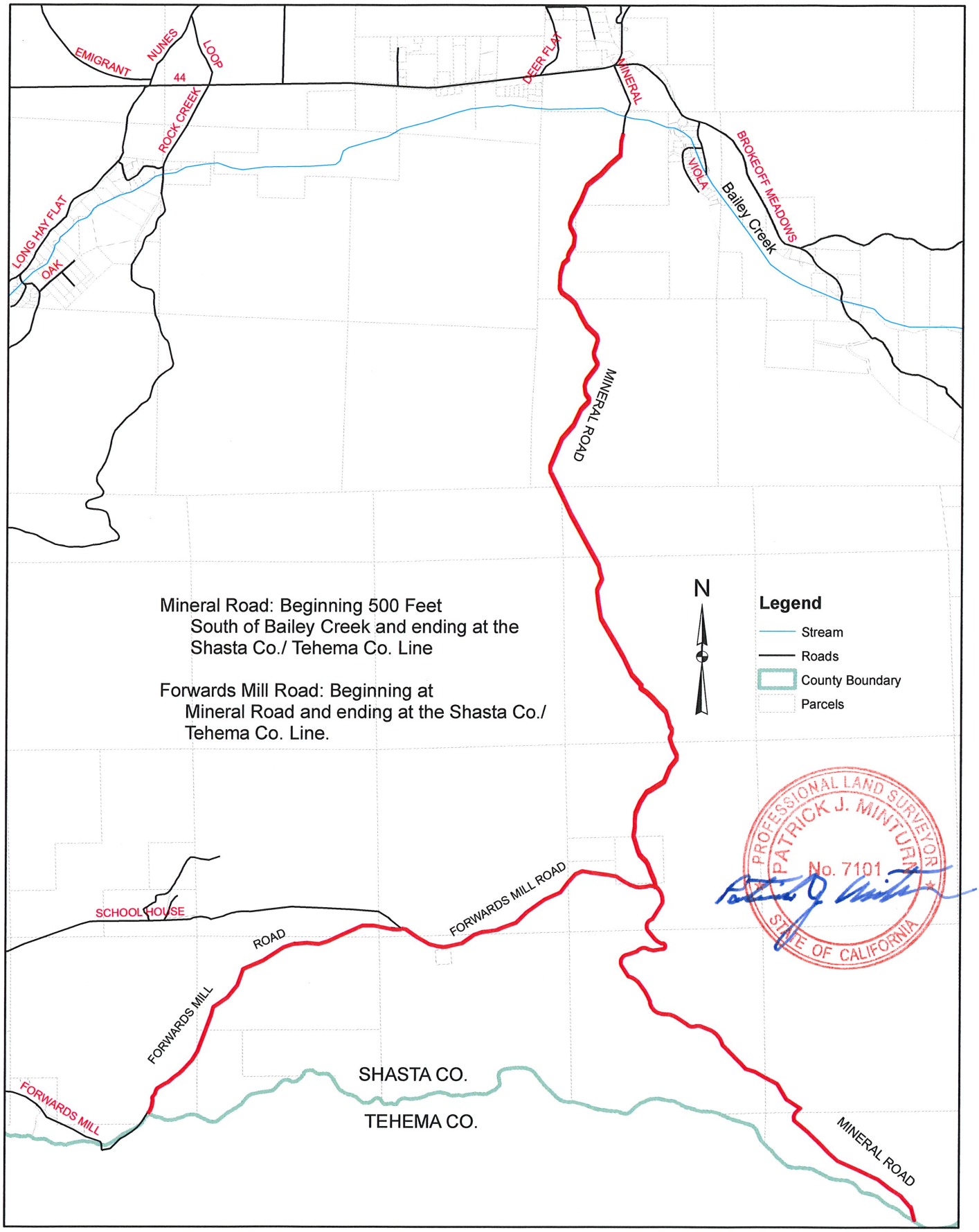
Forwards Mill Road:
All that portion of Forwards Mill Road, County Road No. 2N002B, starting at the Shasta/Tehama County Line (Digger Creek) and ending at the intersection with Mineral Road, County Road No. 2P001, situated in Sections 13, east one-half of 23, 24 & 26, Township 30 North, Range 2 East, of the M.D.B. & M, as well as Sections 17, 18, & 19, Township 30 North, Range 3 East, of the M.D.B. & M., as shown on Exhibit "B", attached hereto and made a part thereof.

Mineral Road:
All that portion of Mineral Road, County Road No. 2P001, starting 500-feet south of Bailey Creek and ending at the Shasta/Tehama County Line (South Fork Digger Creek), situated in Sections 30 & 31, Township 31 North, Range 3 East, of the M.D.B. &M., as well as Sections 5, 6, 8, 17, 20, 21, & 28, Township 30 North, Range 3 East, of the M.D.B. & M., as shown on Exhibit "B", attached hereto and made a part thereof.

Reserving and Excepting from the vacation, pursuant to section 8340(c) of the Streets and Highways Code, any and all existing easements and rights at any time, or from time to time, necessary to maintain, operate, replace, remove, or renew existing public utility facilities and appurtenant structures within the vacated public easement including access to protect the property from all hazards in, upon, and over the vacated public easement.

LICENSED LAND SURVEYOR
PATRICK J. MINTURN
EXP. 12/31/
NO. 7101
STATE OF CALIFORNIA

EXHIBIT "B"


EMIGRANT
NUNES
LOOP
44
ROCK CREEK
DEER FLAT
MINERAL
BROKEOFF MEADOWS
VIOLA
Bailey Creek
LONG HAY FLAT
OAK
MINERAL ROAD
Mineral Road: Beginning 500 Feet South of Bailey Creek and ending at the Shasta Co./ Tehema Co. Line
Forwards Mill Road: Beginning at Mineral Road and ending at the Shasta Co./ Tehema Co. Line.
N
Legend
Stream
Roads
County Boundary
Parcels
PROFESSIONAL LAND SURVEYOR
PATRICK J. MINTURN
No. 7101
STATE OF CALIFORNIA
SCHOOLHOUSE
ROAD
FORWARDS MILL ROAD
FORWARDS MILL
FORWARDS MILL
SHASTA CO.
TEHEMA CO.
MINERAL ROAD