



# SHASTA COUNTY

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## BOARD OF SUPERVISORS

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

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

## AGENDA

### REGULAR MEETING OF THE BOARD OF SUPERVISORS

**Tuesday, November 13, 2018, 9:00 AM**

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

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

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

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

### **CALL TO ORDER**

Invocation: Pastor Nathan Blank, Little Country Church

Pledge of Allegiance: Supervisor Rickert

## **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 November 5-11, 2018 as "Veterans Awareness Week" in Shasta County.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **PRESENTATIONS**

### **R 2 Presentation**

Receive an update from Assemblyman Brian Dahle.

**No General Fund Impact**

**No Vote**

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

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

## **CONSENT CALENDAR**

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

## **GENERAL GOVERNMENT**

### **C 1 Administrative Office**

#### **County Service Area No. 1-County Fire**

Accept a donation from Oakland A's Community Fund valued at \$13,543.90 for the Shasta County Fire Department for fighting the wildfires during the Carr Fire.

- No Additional General Fund Impact**                      **Simple Majority Vote**  
C 2     **Auditor-Controller**  
  
Approve and authorize the Chairman to sign the County claims list in the amount of \$7,050, as submitted.
- No Additional General Fund Impact**                      **Simple Majority Vote**  
C 3     **Clerk of the Board**  
  
Approve the minutes of the meeting held on November 6, 2018, as submitted.
- No General Fund Impact**                                      **Simple Majority Vote**  
C 4     **Clerk of the Board**  
  
Approve the proposed calendar of Board of Supervisors' meetings for the year 2019.
- No General Fund Impact**                                      **Simple Majority Vote**  
C 5     **Clerk of the Board**  
  
Take the following actions regarding the Employee Appeals Board: (1) Reappoint Charles Byard, Wes Reynolds, and Ray John as members for two-year terms to expire January 7, 2021; and (2) reappoint James Berg and Shawn Watts as alternates for two-year terms to expire January 7, 2021.
- No General Fund Impact**                                      **Simple Majority Vote**  
C 6     **Clerk of the Board**  
  
Take the following actions regarding the Shasta Children and Families Commission: (1) Reappoint Kathy Barry and Cindy Vogt for three-year terms to expire January 2022; and (2) appoint Dr. Karen Ramstrom to an existing term to expire January 2021.
- No General Fund Impact**                                      **Simple Majority Vote**  
C 7     **Clerk of the Board**  
  
Reappoint Donald Cohen and James Berg to the Board of Building Appeals for two-year terms to expire December 31, 2020.
- No General Fund Impact**                                      **Simple Majority Vote**  
C 8     **Clerk of the Board**  
  
Appoint James Yarbrough in lieu of an election to the Anderson Fire Protection District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022.
- No General Fund Impact**                                      **Simple Majority Vote**  
C 9     **Clerk of the Board**  
  
Take the following actions regarding the Burney Fire Protection District: (1)

Appoint Keith Greenwood in lieu of an election for a four-year term commencing in December 2018 and expiring December 2022; and (2) reappoint Steve Sweet in lieu of election for a four-year term commencing in December 2018 and expiring December 2022.

**No General Fund Impact**

**Simple Majority Vote**

**C 10 Clerk of the Board**

Appoint Ellen Songer in lieu of election to the Burney Water District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022.

**No General Fund Impact**

**Simple Majority Vote**

**C 11 Clerk of the Board**

Appoint Mark Oliver in lieu of election to the Centerville Community Services District Board of Directors for a four-year term commencing in December 2018 to expire in December 2022.

**No General Fund Impact**

**Simple Majority Vote**

**C 12 Clerk of the Board**

Appoint Jeanne Utterback in lieu of election to the Mayers Memorial Hospital District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022.

**No General Fund Impact**

**Simple Majority Vote**

**C 13 Clerk of the Board**

Appoint Timothy Baugh in lieu of election to the to the Millville Fire Protection District Board of Directors in lieu of an election for a four-year term commencing December 2018 and expiring December 2022.

**No General Fund Impact**

**Simple Majority Vote**

**C 14 Clerk of the Board**

Adopt a resolution which repeals Resolution No. 2006-196 and approves the Conflict of Interest Code for the Indian Springs Elementary School District.

**No General Fund Impact**

**Simple Majority Vote**

**C 15 Clerk of the Board**

Adopt a resolution which repeals Resolution No. 2017-016 and approves the Conflict of Interest Code for the Shasta Union High School District.

**No General Fund Impact**

**Simple Majority Vote**

**HEALTH AND HUMAN SERVICES**

**C 16 Health and Human Services Agency-Business and Support Services**

Approve and authorize the Chairman to sign a retroactive amendment, effective

March 13, 2018, to the agreement with Securitas Security Services USA, Inc. to provide security services to add increased services and to increase the maximum compensation by \$378,220.49 (for a new total not to exceed \$3,138,420.49), and retain the term July 9, 2015 through June 30, 2020.

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

**C 17    Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Northern California Youth and Family Programs in an amount not to exceed \$1,011,000 to provide visitation services and parenting classes for the period October 1, 2018 through September 30, 2019, with two automatic one-year renewals.

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

**C 18    Health and Human Services Agency-Office of the Director**

Approve and authorize: (1) The Health and Human Services Agency (HHS) Director, Donnell Ewert, to sign a retroactive agreement, Agreement No. 18-95366, and accompanying retroactive certification documents, with the California Department of Health Care Services (DHCS), funded by the Federal Emergency Management Agency (FEMA), in an amount not to exceed \$339,783.26 to provide reimbursement of costs related to crisis counseling assistance and training (CCP) due to the Carr Fire for the period August 4, 2018 through June 30, 2019; (2) the Chairman to sign a retroactive amendment, effective September 11, 2018, with Northern Valley Catholic Social Service, Inc. to provide FEMA-funded CCP services increasing the maximum amount by \$73,284.35 (from \$199,546 to \$272,830.35) and revising applicable budget exhibits, retaining the term of September 11, 2018 through June 30, 2019; and (3) the HHS Director, or any HHS Branch Director designated by the HHS Director, to sign prospective and retroactive amendments to the DHCS agreement, including amendments to make line item shifts within a budget category and across existing budget categories, as long as the adjustment in the aggregate, does not increase total compensation payable under this agreement, and other related documents that do not otherwise result in a substantial or functional change to the intent of the original agreement as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

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

**C 19    Health and Human Services Agency-Public Health**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with ACE Interface, LLC, Laura Porter and Robert Anda, MD, MS, Co-Founders, to provide Adverse Childhood Experiences (ACEs) additional workshops and trainings regarding the effective application of the ACE Interface licensed materials and other appropriate tools in a community that has experienced a disaster and increase the maximum compensation by \$7,600 (for a new total not to exceed \$93,800), and retain the term May 2, 2017 through

June 30, 2020.

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

**C 20    Health and Human Services Agency-Public Health**

Approve and authorize the: (1) Chairman to sign a retroactive California Department of Public Health Maternal, Child, and Adolescent Health Agreement Funding Application in an amount not to exceed \$424,851 that will allow Health and Human Services Agency (HHSA) - Public Health to continue services to protect and improve the health of mothers, adolescents, children, and their families as directed by state and federal law for the period July 1, 2018 through June 30, 2019; and (2) HHSA Director, or any HHSA Branch Director or Deputy Branch Director as designated by the HHSA Director, to sign prospective and retroactive amendments during the term of the agreement that result in a net change in maximum compensation of no more than \$42,485, and other documents related to the agreement, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

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

**C 21    Housing and Community Action Programs**

Approve and authorize the Director of Housing and Community Action Programs to sign a retroactive revenue agreement with the U.S. Housing and Urban Development (HUD) in the amount of \$30,000 for salaries and benefits to operate the Homeless Management Information System for the homeless continuum of care for the period August 1, 2018 through July 31, 2019.

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

**C 22    Veterans Services**

Approve and authorize the Chairman to sign the Fiscal Year 2018-19 California Department of Veterans Affairs Certificate of Compliance to allow the Veteran Service Officer to participate in: (1) The County Subvention Program; and (2) the Medi-Cal Cost Avoidance Program.

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

**LAW AND JUSTICE**

**C 23    Sheriff**

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

**General Fund Impact    Simple Majority Vote**

**C 24    Sheriff**

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

**General Fund Impact**

**Simple Majority Vote**

**C 25 Sheriff-Jail**

Take the following actions: (1) waive the competitive procurement requirements of Administrative Policy 6-101, *Shasta County Contracts Manual* and Shasta County Code section 3.04.020(A), "Competitive Procurement," due to limitations on the source of supply; and (2) Approve and authorize Fleet Management to purchase an Americans with Disabilities Act (ADA) compliant transport vehicle through Courtesy Ford in an amount not to exceed \$67,503.02.

**No Additional General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**C 26 Public Works**

Approve and authorize the Chairman to sign: (1) An amendment to the lease agreement with Christine Potje for fixed Hangar No. 7 at Fall River Mills (FRM) Airport to terminate the lease effective November 30, 2018; and (2) a lease agreement with Pat Nelson Construction, Inc. in the amount of \$250 per month for fixed Hangar No. 7 at FRM Airport for the period December 1, 2018 through March 31, 2019.

**No General Fund Impact**

**Simple Majority Vote**

**C 27 Public Works**

Approve and authorize the Chairman to sign an amendment, effective January 1, 2019, to the lease with Pacific Gas and Electric Company (PG&E) in the amount of \$1,000 for a non-refundable administrative fee for the Hat Creek Park property, for a period of ten years, commencing January 1, 2019 and expiring December 31, 2028.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 28 Public Works**

Approve and authorize the Chairman to sign a retroactive amendment, effective July 31, 2018, to the agreement with Omni-Means, Ltd. to extend the term from July 31, 2018 to December 1, 2018, and retain compensation of \$37,283 for signal design services.

**No General Fund Impact**

**Simple Majority Vote**

**RESOURCE MANAGEMENT**

**C 29 Resource Management**

Approve and authorize the Chairman to sign an agreement with Pacific Wind Development, LLC for the payment of funds in the amount of \$494,156 to pay for the costs of the environmental review process for the Fountain Wind Project (Project) including, but not limited to, the preparation by a consultant of an Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Program (MMRP), County administration of a Consultant Personal Services Agreement for the Project, and the processing of the Project land use application for the period date of signing until expiration of all applicable statutes of limitation to third party challenges and third party actions concerning the MMRP, land use application, or entitlements of the Project.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 30 Resource Management**

Approve and authorize the Chairman to sign a Consultant Personal Services Agreement with Environmental Science Associates for preparation of an Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Program (MMRP), and the processing of the land use applications for the Fountain Wind Project for a fixed fee of \$474,156 for the period date of signing through the certification of the Final EIR and acceptance of the Final MMRP or May 31, 2020, whichever first occurs.

**No Additional General Fund Impact**

**Simple Majority Vote**

**OTHER DEPARTMENTS**

**C 31 Information Technology**

Adopt a policy resolution which establishes Administrative Policy 4-303, Trusted System, regarding electronic records retention.

**No Additional General Fund Impact**

**Simple Majority Vote**

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 3 Administrative Office**

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

**No General Fund Impact**

**No Vote**

**R 4 Administrative Office**

Approve and authorize the Chairman to sign an agreement with CGL Companies, LLC. in the amount of \$97,040 for the purpose of providing an independent review of the County's jail operations for the period December 3, 2018 through June 3, 2019 with one six-month optional extension.

**General Fund Impact**

**Simple Majority Vote**

**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
11/20/2018		<b>No Board of Supervisors Meeting Scheduled</b>	
11/27/2018		<b>No Board of Supervisors Meeting Scheduled</b>	
11/28/2018	2:00 p.m.	Special Planning Commission Meeting	Board Chambers
12/04/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
12/04/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
12/11/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
12/18/2018		<b>No Board of Supervisors Meeting Scheduled</b>	

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

Veterans Awareness Week in Shasta County

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Celestina Traver, M.A., Veterans Service Officer, (530) 225-5616

**STAFF REPORT APPROVED BY:** Celestina Traver, M.A., Veterans Service Officer

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

**RECOMMENDATION**

Adopt a proclamation which designates November 5-11, 2018 as "Veterans Awareness Week" in Shasta County.

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

The Board may choose not to approve the proclamation or may defer the decision to a later date.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Approval of this recommendation will have no additional impact to the General Fund.

**ATTACHMENTS:**

Description	Upload Date	Description
VeteransAwareness Week Proclamation	11/5/2018	VeteransAwareness Week Proclamation

# Shasta County Board of Supervisors Proclamation

Veterans Awareness Week  
November 5-11, 2018

**WHEREAS**, the people of the County of Shasta have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the armed forces in order to protect and preserve the freedoms enjoyed by our community and all Americans; and

**WHEREAS**, freedom is not free; veterans have paid the price by leaving their families and communities and placing themselves in harm's way for the good of all; and

**WHEREAS**, many citizens of our community have given their lives while serving in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women from Shasta County who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, during Veterans Awareness Week, all levels of government and private citizens come together to honor and recognize our veterans for the great sacrifice they have made defending freedom and pay deep respect for those who have made the ultimate sacrifice.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaims the week of November 5-11, 2018 as **Veterans Awareness Week** in Shasta County, urging all citizens and government leaders to honor the sacrifices made by our veterans and their families and pay homage to the men and women who have given their lives defending freedom and preserving our way of life; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby presents this year's proclamation to Justin Spears, Director of Veterans Success Center, Simpson University, which honor all veterans of all branches of the United States past, present, and future providing pathways of successful transition for the development of student veterans in mind, heart and transformative change through leadership, community and life-long learning.

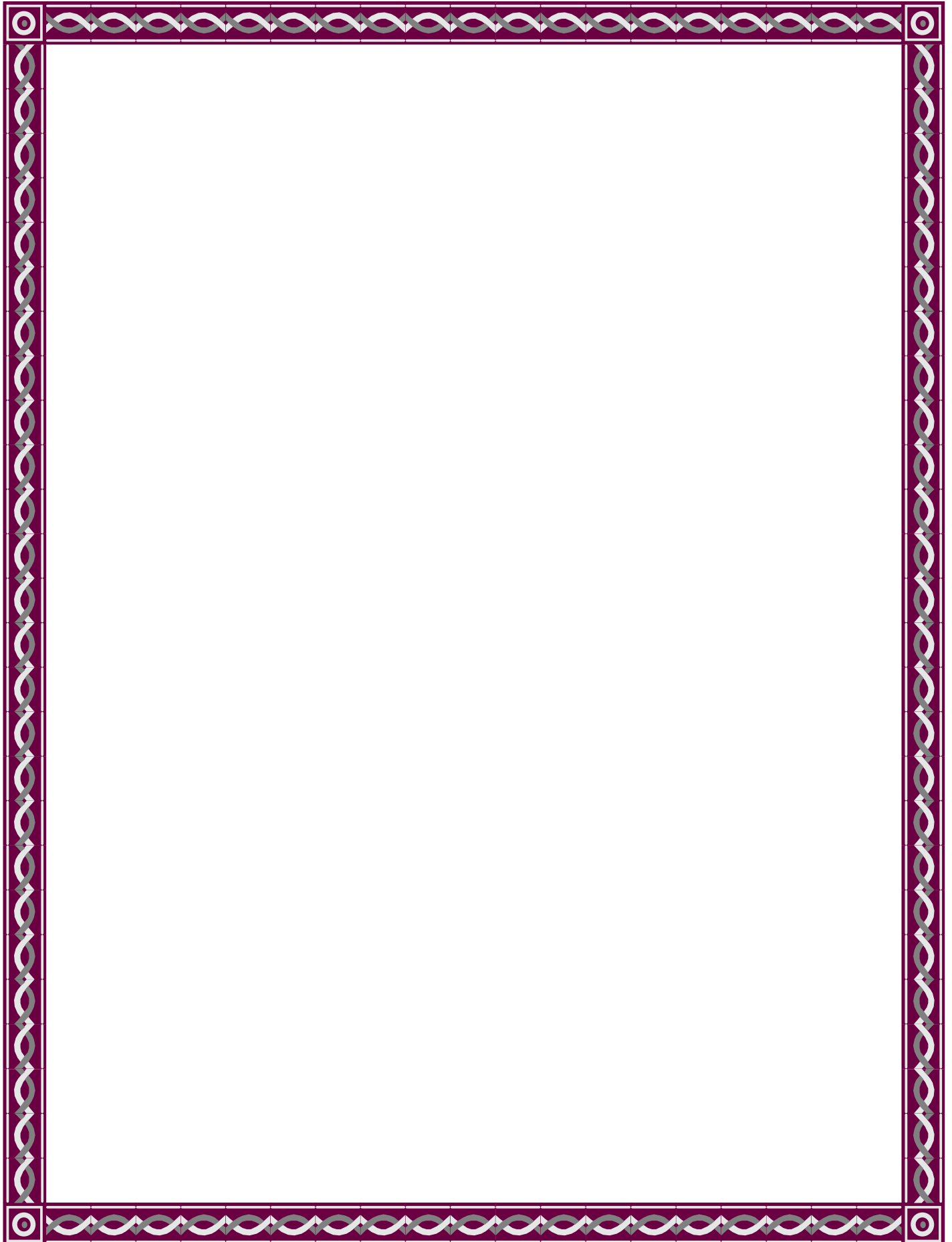
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Les Baugh, Chairman

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November 13, 2018

Date



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

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

**SUBJECT:**

Acceptance of donation from the Oakland A's Community Fund for the Carr Fire

**DEPARTMENT:** Administrative Office  
County Service Area No. 1-County Fire

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Accept a donation from Oakland A's Community Fund valued at \$13,543.90 for the Shasta County Fire Department for fighting the wildfires during the Carr Fire.

**SUMMARY**

Oakland A's Community Fund is donating \$13,543.90. All donation to Shasta County over \$2,500 require Board acceptance in accordance with Administrative Policy 2-104 "Acceptance of Donations."

**DISCUSSION**

The Oakland A's Community Foundation immediately started offering support when the Carr Fire broke out. In August, the Oakland A's along with other organizations and fans, contributed to Carr Fire relief. The funds are being split evenly among local nonprofits and the Shasta County Fire Department.

**ALTERNATIVES**

The Board could choose not to accept the donation.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

There is not additional General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Oakland A's Community Fund	11/5/2018	Oakland A's Community Fund



Terri Howat  
Shasta County Board of Supervisors  
1450 Court Street Room 308A  
Redding, CA 96001

Dear Ms. Howat and The Board:

The Oakland A's Community Fund is pleased to provide you the enclosed check for \$13,453.90 to benefit Carr Fire relief efforts in Shasta County.

The A's consider ourselves leaders in the community, committed to offering support in times of local and natural disasters. When the Carr Fire broke out, we felt immediately compelled to assist in bringing relief to fire victims in Shasta County and surrounding areas, including emergency food distribution, shelter, and healthcare.

In August, the Oakland A's and Chevron each pledged \$20,000 to short-term and long-term Carr Fire relief, and A's fans were invited to contribute as well. The funds raised were intended to be split evenly among the Shasta Regional Community Foundation, the American Red Cross, and CalFire. However, as a State entity, Cal Fire is not permitted to accept monetary donations. We are determined to place these funds directly in the hands of those providing relief in affected areas. With your permission, we would like Shasta County Fire Department to be the beneficiary of this donation.

For more information on the Community Fund, please visit [athletics.com/community](http://athletics.com/community). If you have questions or need any additional documentation to accept these funds, please do not hesitate to contact us at [community@athletics.com](mailto:community@athletics.com).

Yours in service,

A handwritten signature in black ink, appearing to read "Steph Gaywood".

Stephanie Gaywood  
Director, Community Engagement  
Oakland Athletics

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

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

**SUBJECT:**

Claims List

**DEPARTMENT:** Auditor-Controller

**Supervisory District No. :** ALL

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

**STAFF REPORT APPROVED BY:** Brian Muir, Auditor-Controller

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign the County claims list in the amount of \$7,050, as submitted.

**SUMMARY**

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FINANCING**

**ATTACHMENTS:**

Description	Upload Date	Description
Board Claims List	11/5/2018	Board Claims List

ORIGINAL

COUNTY OF SHASTA  
OFFICE OF AUDITOR-CONTROLLER  
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO  
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER  
11/13/2018


FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
30100/034800	ROADS	LEVEY TRANSPORT INC	8/28/18 HAULING	\$ 5,610.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
30100/034800	ROADS	LEVEY TRANSPORT INC	8/20/18 HAULING	\$ 1,440.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
	TOTAL			\$ 7,050.00		

**Auditor's Certification:**

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

Date: 11/5/18

Signature:

*Lynette Bull* 

**Approval of Claims:**

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

Date:

Chairman  
Board of Supervisors  
County of Shasta  
State of California

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

**DEPARTMENT OF PUBLIC WORKS**

*Pat Minturn, Director*

**MEMORANDUM**

FFM 020004

*DATE:* November 1, 2018

*TO:* Brian Muir, Auditor-Controller

*FROM:* Troy Bartolomei, Deputy Public Works Director



*SUBJECT:* Board Claim – Contract LeVey Transport, Inc. – Invoices 38874 & 39105

The County maintains on-call aggregate contracts for private trucking. Compensation is by the hour with a not-to-exceed maximum. This contract was used to remove debris after the Carr Fire. The maximum contract amount was exceeded by \$5,958 prior to the effective date of the successor contract (October 30, 2018).

/ldr

**Attachments:**

Invoice 38874

Invoice 39105

LE VEY TRANSPORT, INC.  
P.O. BOX 493249  
Redding, Ca 96049  
530-223-9090  
530-223-9099 Fax  
Terri@leveytransportinc.com



# Invoice

Invoice #	38874
Date	8/31/2018
Ship Date	8/28/2018
Due Date	9/30/2018

Bill To
Shasta County Public Works Department of Support Services 1450 Court St. Ste.#348 Redding, CA. 96001-1676 Attn: Tammy Frye

Project	
WILDCAT ROAD	
P.O. No.	Terms
	Net 30

Ship Date	Commodity	Description	Tag #	Truck #	Qty	Rate	Total
8/28/2018	ASPHALT	ASPHALT	55014	LTI # 14	6.25	120.00	750.00
8/28/2018	ASPHALT	ASPHALT	31219	EAGLE # 3	6.25	120.00	750.00
8/28/2018	ASPHALT	ASPHALT	31211	EAGLE # 2	8.75	120.00	1,050.00
8/28/2018	ASPHALT	ASPHALT	31250	EAGLE # 6	6	120.00	720.00
8/28/2018	ASPHALT	ASPHALT	21035	SUNRISE # 12	6.5	120.00	780.00
8/28/2018	ASPHALT	ASPHALT	31036	SUNRISE # 14	7.5	120.00	900.00
8/28/2018	ASPHALT	ASPHALT	55401	rodney # 151	5.5	120.00	660.00

RECEIVED  
SEP 13 2018  
PUBLIC WORKS

VENDOR 0925101  
PG 30120 PRINT APPROVED SE  
ORG KEY 30120 ACCT# 43480  
WO# 613-1325 COST CTR 613-1325

Thank you for your business.

Total \$5,610.00

*Terri@leveytransportinc.com*

Invoice #	39105
Date	10/2/2018
Ship Date	8/20/2018
Due Date	11/1/2018

Ship Date	Commodity	Description	Tag #	Truck #	Qty	Rate	Total
8/20/2018	ASPHALT	ASPHALT	53913	RODNEY # 151	12	120.00	1,440.00

\$1,440.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

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

**SUBJECT:**

Draft 11/6/18 minutes.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Darcey Prior, Administrative Board Clerk, 225-5550

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

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

**RECOMMENDATION**

Approve the minutes of the meeting held on November 6, 2018, as submitted.

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FINANCING**

There is no General Fund impact associated with this action.

**ATTACHMENTS:**

Description	Upload Date	Description
BOS Minutes 11/6/2018	11/7/2018	BOS Minutes 11/6/2018

November 6, 2018

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**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, November 6, 2018

**REGULAR MEETING**

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

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

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

**INVOCATION**

Invocation was given by Pastor David Stark, Grace Presbyterian Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

**NOVEMBER 2018 EMPLOYEE OF THE MONTH**

HEALTH AND HUMAN SERVICES AGENCY  
STAFF SERVICES ANALYST II CYNTHIA WEASELBEAR  
RESOLUTION NO. 2018-107

At the recommendation of Health and Human Services Agency-Children's Services Branch Director Dianna Wagner, and by motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-107 which recognizes Shasta County Health and Human Services Agency Staff Services Analyst II Cynthia WeaselBear as Shasta County's Employee of the Month for November 2018.

(See Resolution Book No. 61)

PROCLAMATION: NORTH STATE GIVING TUESDAY  
NOVEMBER 27, 2018

At the recommendation of Supervisor Kehoe and by motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates November 27, 2018, as "North State Giving Tuesday" in Shasta County. Kerry Caranci, Chief Executive Officer of Shasta Regional Community Foundation was present to accept the proclamation.

**PUBLIC COMMENT PERIOD - OPEN TIME**

Supervisor Leonard Moty and Terri Morelock, Director of Child Support Services, recognized Barbara Jackson for her years of service as a representative on the Public Health Advisory Board.

Danielle Cagan gave an update on the status of Carr Fire claims with AAA insurance. She also described the Forest Restoration Bond, a new fire mitigation program being started in Yuba County through a company called Blue Forest.

Travis Middleton and Kari Hess spoke regarding concerns with how a recent incident involving the Sheriff's Office was handled, and requested an independent review of the incident.

In response to questions from Supervisor Baugh, County Counsel Ruben E. Cruse, Jr. explained that normally, when there are concerns about incidents involving County departments, the Sheriff's Office conducts an Internal Affairs investigation, and that if there are any criminal concerns related to officer conduct, an outside agency reviews the incident.

William Gilbert spoke regarding issues with County employees.

Monique Welin spoke regarding the importance of citizens speaking publicly and the power of law.

November 6, 2018

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

Chairman Baugh noted that the item regarding an agreement with the Shasta Community Health Center for outpatient mental health and substance abuse treatment services had been pulled for discussion.

### **CONSENT CALENDAR**

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

Adopted Resolution No. 2018-108 regarding the Fiscal Year (FY) 2018-19 Tax Rates which: Repeals Resolution No. 2018-086 and approves the FY 2018-19 Tax Rates as submitted by the Auditor-Controller. (Auditor-Controller)

(See Resolution Book No. 61)

Adopted Resolution No. 2018-109 which repeals Resolution No. 2015-057 and approves the Conflict of Interest Code for the Burney Water District. (Clerk of the Board)

(See Resolution Book No. 61)

Adopted Resolution No. 2018-110 which repeals Resolution No. 2017-024 and approves the Conflict of Interest Code for the Igo-Ono-Platina Union School District. (Clerk of the Board)

(See Resolution Book No. 61)

Adopted Resolution No. 2018-111 which repeals Resolution No. 2017-022 and approves the Conflict of Interest Code for the Redding School District. (Clerk of the Board)

(See Resolution Book No. 61)

Adopted Resolution No. 2018-112 which repeals Resolution No. 2017-025 and approves the Conflict of Interest Code for the Shasta Union Elementary School District. (Clerk of the Board)

(See Resolution Book No. 61)

Approved the minutes of the meeting held on October 23, 2018, as submitted. (Clerk of the Board)

Adopted Salary Resolution No. 1537, effective November 11, 2018, which amends the County Salary Schedule as follows: (1) Add footnote 76: An employee in the classification of Staff Nurse I/II shall receive an additional five percent (5%) of base pay when assigned to a unit performing utilization review activities/duties; and (2) add footnote 77: An employee in the

classification of Staff Nurse I/II who performs the Emergency Department assignment shall receive an additional five percent (5%) of base pay for those hours worked in the Emergency Department assignment. (Support Services-Personnel)

(See Salary Resolution Book)

Adopted Resolution No. 2018-113 which approves and authorizes the Health and Human Services Agency (HHS) Director, the HHS Children's Branch Director, and the Chief Probation Officer, to sign children and adolescent's supportive services Memorandums of Understanding (MOU) with the California Department of Social Services and California Department of Health Care Services so long as there is no compensation or revenue, the total term does not exceed three years, and the MOUs otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency-Children's Services, Probation)

(See Resolution Book No. 61)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with the Shasta County Child Abuse Prevention Coordinating Council to provide parent learning and supportive services to increase compensation by \$125,112 (for a total not to exceed \$653,919) to add Response Path Zero services, and retain the term August 16, 2017, through August 15, 2018, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services)

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

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the revenue agreement with the City of Redding for the Opportunity Center to provide recyclable materials sorting services increasing monthly compensation to \$38,628.07 per month effective January 1, 2019, updating the City of Redding Holiday Schedule, and retaining the term of December 1, 2015, through December 31, 2020. (Health and Human Services Agency-Regional Services)

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, adopted Resolution No. 2018-114 which recognizes the circumstances and factors that led to the September 11, 2018, proclamation of a local emergency have not been resolved and there is a need for continuation of the proclamation. (Public Works, County Service Area No. 2-Sugarloaf Water)

(See Resolution Book No. 61)

Took the following actions regarding the "Gas Point Road at No Name Ditch Box Culvert Replacement Project," Contract No. 703923: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301,

November 6, 2018

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Class 2-Replacement or Reconstruction; approved and authorized the Chairman to sign right-of-way contracts with: James Dame and Linda Dame for right-of-way (0.23 acres at \$5,000) and Temporary Construction Easement (TCE) (0.35 acres at \$5,450), plus a Federal Highway Administration (FHWA) signing incentive of \$1,000; Tyler Duenas and Tina Duenas for right-of-way (0.03 acres at \$4,650) and TCE (0.35 acres at \$3,100), plus a FHWA signing incentive of \$1,000; and Timothy Paradis and Christina Paradis for right-of-way (0.05 acres at \$4,900) and TCE (0.06 acres at \$500), plus a FHWA signing incentive of \$1,000; and (3) accept three Easement Deeds conveying the right-of-way parcels. (Public Works)

Awarded to the lowest responsive and responsible bidder, S.T. Rhoades Construction, Inc., on a unit cost basis, the contract for “The Gas Point Road at Park Drive Intersection Improvements,” Contract No. 702984, in the amount of \$1,433,422.50. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “Gas Point Road Widening Project,” Contract No. 702976, and record it within 15 days of actual completion. (Public Works)

Awarded to the lowest responsive and responsible bidder, Apex Fence Co., Inc., on a unit cost basis, the contract for construction of the “Guardrail Repair (Off-System Roadways) Project,” Contract No. 704010-OFF SYS, in the amount of \$178,819.63. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “2018 Redding Regional Septage Impoundment 1B Cleanout Project,” Contract No. 207513, and record it within 15 days of actual completion of the work. (Public Works)

Took the following actions: Approved and authorized the Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of Fiscal Year 2018-19 based on the lowest responsive bids; approved and authorized County Purchasing to award Request for Bid (RFB) No. 19-04 for the purchase of County Fleet Vehicles to: Lithia Toyota for 2019 mid-size sedans; Lithia Chevrolet for 2019 full-size sedans; and SJ Denham for 2019 7-passenger vans and 2019 AWD/4WD SUVs; approved and authorized County Purchasing to award RFB No. 19-05 for the purchase of Law Enforcement vehicles to: SJ Denham for 2019 Dodge Charger Pursuit and 2019 Dodge Durangos; and Lithia Chevrolet for 2019 Chevy Tahoe Police Pursuit Vehicles; and approved and authorized Fleet Management to purchase these vehicles for County Departments for the remainder of FY 2018-19. (Public Works)

### **ACTION ON ITEMS PULLED FROM CONSENT CALENDAR**

**AGREEMENT: SHASTA COMMUNITY HEALTH CENTER  
OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE TREATMENT SERVICES**

Dean True, Health and Human Services Agency (HHS) Adult Services Branch Director, presented the staff report and recommended approval. Mr. True described the different types of services provided by Shasta Community Health Center (SCHC) and how they have expanded their offered services due to additional funding streams such as this contract.

In response to questions by Supervisor Kehoe, Mr. True explained that results from these services are measured via reports submitted by SCHC, such as whether their clients require further assistance, the number of days their clients remain sober, and similar information.

In response to questions by Supervisor Moty, Mr. True stated that HHS puts information out to the public via their website, letters in local newspapers, and other methods.

By motion made, seconded (Rickert/Kehoe), and unanimously carried, the Board of Supervisors Approved and authorized the Chairman to sign a retroactive renewal agreement with Shasta Community Health Center, a Federally Qualified Health Center, in an amount not to exceed \$598,070 to provide outpatient mental health and substance abuse treatment services for the period July 1, 2018, through June 30, 2021. (Health and Human Services Agency-Adult Services)

### **REGULAR CALENDAR, CONTINUED**

#### **GENERAL GOVERNMENT**

9:51 a.m.: The Shasta County Board of Supervisors recessed and reconvened as the Shasta County Housing Authority.

### **SHASTA COUNTY HOUSING AUTHORITY**

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Water Agency Board of Directors took the following actions: Approved a budget amendment increasing Salary & Benefit appropriations and revenue by \$18,791, offset with use of fund balance, in the Housing Authority budget; and adopted Salary Resolution No. 1537, effective November 11, 2018, which amends the County Position Allocation List to delete 0.5 Full Time Equivalent (FTE) Assistant Social Worker/Social Worker position allocation and add 1.0 FTE Assistant Social Worker/Social Worker position allocation in the Housing Authority budget. (Housing Authority)

(See Salary Resolution Book)

9:51 a.m.: The Shasta County Housing Authority adjourned and reconvened as the Shasta County Water Agency.

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### **SHASTA COUNTY WATER AGENCY**

By motion made, seconded (Morgan/Kehoe), and unanimously carried, the Water Agency Board of Directors adopted Water Agency Resolution No. 2018-01 which designates the following staff as negotiators for the Water Infrastructure Improvement for the Nation (WIIN) Act conversion process: James Ross, Assistant County Counsel; David Yorton, Senior Deputy County Counsel; Pat Minturn, Chief Engineer; Eric Wedemeyer, Supervising Engineer; and Charleen Beard, Supervising Engineer. (Public Works, Water Agency)

(See Water Agency Resolution Book)

9:51 a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

### **ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

#### **LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

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

Supervisor Moty recently attended a Sacramento River Forum meeting.

Supervisor Baugh recently attended meetings of the Northern Rural Training and Employment Consortium Governing Board and the Local Agency Formation Commission.

Supervisors reported on issues of countywide interest.

### **SUPPORT SERVICES-PERSONNEL**

#### **SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH SHASTA COUNTY DEPUTY SHERIFFS' ASSOCIATION RESOLUTION NO. 2018-115 SALARY RESOLUTION NO. 1538**

Angela Davis, Director of Support Services, presented the staff report and recommended approval.

In response to questions by Supervisor Kehoe, Ms. Davis explained that the residential housing allowance being added to the salaries for deputies stationed in the outlying areas of the

County via the Memorandum of Understanding is to further encourage those deputies to live and remain in the outlying areas.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors took the following actions: Adopted Resolution No. 2018-115 approving a successor comprehensive Memorandum of Understanding (MOU) with the Shasta County Deputy Sheriffs' Association (DSA) for the Deputy Sheriff, Sergeant, and District Attorney Investigator Unit (DSS/DAI) covering the period September 1, 2018, through August 31, 2020; and adopted Salary Resolution No. 1538 effective November 11, 2018, which amends the Salary Schedule for positions in County Service pursuant to the DSA–DSS/DAI MOU.

(See Resolution Book No. 61)

(See Salary Resolution Book)

### **TREASURER-TAX COLLECTOR/PUBLIC ADMINISTRATOR**

Lori Scott, Treasurer-Tax Collector/Public Administrator, presented the staff report and recommended approval. Ms. Scott explained the process that is followed regarding tax-defaulted properties within the County.

In response to questions by Supervisor Kehoe, Ms. Scott explained the process of reimbursement for costs to the County whenever the Treasurer-Tax Collector/Public Administrator's office deals with cleaning up tax-defaulted properties. Ms. Scott stated that "forgotten properties" occur when the owner passes away and any surviving family members abandon the property; she clarified that the term does not reflect a property's status with the County.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Tax Collector to sell two tax-defaulted properties in a sealed bid tax auction on February 20, 2019, and up to 67 tax-defaulted properties during a public tax auction February 22, 2019, to the highest bidder, noting that any unsold sealed bid parcels will be included in the public tax auction, and any unsold parcels may be re-offered at a reduced minimum price the same day of the public auction after recess.

### **SCHEDULED HEARINGS**

### **RESOURCE MANAGEMENT**

ZONE AMENDMENT (ZA) 18-0006  
SHASTA COUNTY TITLE 17 ZONING PLAN  
ORDINANCE NO. SCC 2018-04

November 6, 2018

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This was the time set to conduct public hearings to consider Zone Amendment (ZA)18-0006, consisting of housing related text amendments to the County Zoning Plan. Kim Hunter, Planning Division Manager, presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions by Supervisor Kehoe, Ms. Hunter defined “reasonable accommodations” as being “reasonable to persons with disabilities,” which is a new addition to the Zoning Code, and reflects accommodations that are made to allow persons with disabilities to more easily access and use a building.

The public hearing was opened; no one spoke for or against the matter, and the public hearing was closed.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Found that ZA18-0006 is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code sections 15060(c)(2) and 15061(b)(3) as stated in Planning Commission Resolution 2018-032; and introduced, waived the reading of and enacted Ordinance No. SCC 2018-04 of the Board of Supervisors of the County of Shasta Amending the Shasta County Code Title 17 Zoning Plan, pursuant to ZA18-0006.

(See County Code Ordinance Book)

### **CLOSED SESSION ANNOUNCEMENT**

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

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

10:19 a.m.: The Board of Supervisors recessed to Closed Session.

11:03 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**

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November 6, 2018

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

11:04 a.m.: The Board of Supervisors adjourned.

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Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 13, 2018

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

**SUBJECT:**

Proposed calendar for 2019 Board of Supervisors' meetings

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve the proposed calendar of Board of Supervisors' meetings for the year 2019.

**SUMMARY**

N/A

**DISCUSSION**

The proposed calendar was prepared based upon previous Board actions over the past few years in setting its annual calendar schedule. The Board of Supervisors continue to maintain authority to add or cancel additional meetings throughout the year based on County needs.

**ALTERNATIVES**

The Board may elect not to cancel a specific meeting or combination of meetings.

**OTHER AGENCY INVOLVEMENT**

None.

**FINANCING**

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

**ATTACHMENTS:**

Description

Upload Date

Description



# Board of Supervisors Meetings for 2019

**January**

S	M	T	W	T	F	S
		H/X	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	X	23	24	25	26
27	28	29	30	31		

**February**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	H/X	13	14	15	16
17	H	X	20	21	22	23
24	25	26	27	28		

**March**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	X	20	21	22	23
24	25	26	27	28	29	30
31						

**April**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	X	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	X				

**May**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	X	29	30	31	

**June**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**July**

S	M	T	W	T	F	S
	1	X	3	H	5	6
7	8	X	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	X	31			

**August**

S	M	T	W	T	F	S
				1	2	3
4	5	X	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	X	28	29	30	31

**September**

S	M	T	W	T	F	S
1	H	X	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	X	25	26	27	28
29	30					

**October**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	X	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	X	30	31		

**November**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	H	X	13	14	15	16
17	18	19	20	21	22	23
24	25	X	27	H	H	30

**December**

S	M	T	W	T	F	S
1	2	X	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	H/X	H	26	27	28
29	30	X				

**H** Holiday

**X** Canceled BOS Mtg

Scheduled Meeting



**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 13, 2018

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

**SUBJECT:**

Employee Appeals Board - Appointment and Reappointments

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions regarding the Employee Appeals Board: (1) Reappoint Charles Byard, Wes Reynolds, and Ray John as members for two-year terms to expire January 7, 2021; and (2) reappoint James Berg and Shawn Watts as alternates for two-year terms to expire January 7, 2021.

**SUMMARY**

N/A

**DISCUSSION**

The Shasta County Personnel Rules, Chapter 8, Appeals, Section 8.1, Appeals Board, states that the Board of Employee Appeals shall be empowered to hear all appeals from employees against whom certain disciplinary action is taken. Section 8.1 defines the Board of Employee Appeals member composition as three members of the community appointed by the Shasta County Board of Supervisors to serve terms ending at 12:00 noon on the first Monday after January 1st on the odd-numbered year following appointment. Members may be removed at any time by a four-fifths (4/5) of the Board of Supervisors.

The Board of Supervisors may also appoint up to six alternate members from the community to serve on a rotational basis when regular members are unable to attend. The terms of these alternate members shall be the same as regular members. There are currently three members and two alternates. Such members and alternates shall not be employees or relatives of employees of the County of Shasta.

The Board of Employee Appeals is required to include a representative of law enforcement during a hearing at which the appellant is a sworn peace officer, and such representation is provided with the current recommendation.

Ray John, Charles Byard, Wes Reynolds, Shawn Watts, and James Berg all currently serve on the Employee Appeals Board, with terms expiring on January 7, 2019. Members John, Byard, and Reynolds and Alternates Watts and Berg have each

indicated a desire to seek reappointment to continue serving on the Board of Employee Appeals.

**ALTERNATIVES**

The Board could choose not to approve one or all of the recommendations, or could provide alternate names for consideration at a later date.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the recommendation.

**FINANCING**

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018  
**CATEGORY:** Consent - General Government-6.

**SUBJECT:**

Reappointment of Two Members to the Shasta Children and Families Commission, also known as First 5 Shasta

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions regarding the Shasta Children and Families Commission: (1) Reappoint Kathy Barry and Cindy Vogt for three-year terms to expire January 2022; and (2) appoint Dr. Karen Ramstrom to an existing term to expire January 2021.

**SUMMARY**

The Board of Supervisors considers making appointments and reappointments to various committees, commissions, and boards when terms of office are expiring or vacancies exist.

**DISCUSSION**

The Shasta Children and Families Commission (Commission), also known as First 5 Shasta, is a seven-member Commission appointed by the Board of Supervisors comprised of three County representatives and four community representatives pursuant to Shasta County Code 2.65, Shasta County Children and Families Commission.

According to SCC Section 2.65.030, Section A.4, the Commission shall be composed of seven members appointed by the Board of Supervisors, which include four members from among the following categories:

- a. Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- b. Educators specializing in early childhood development;
- c. Representatives of a local child care resource or referral agency, or a local child care coordinating group;
- d. Representatives of a local organization for prevention or early intervention for families at risk;
- e. Representatives of local medical, pediatric, or obstetric associations or societies;
- f. Representatives of local school districts; and
- g. Recipients of project services included in the county strategic plan.

Kathy Barry and Cindy Vogt currently serve on the Commission, with their terms expiring on January 1, 2019. Ms. Barry represents Category B, educators specializing in early childhood development. Ms. Vogt represents Category A, representatives of community-based organizations that have the goal of promoting nurturing and early childhood development.

The Commission sent correspondence to the Clerk of the Board requesting the reappointment of Ms. Barry and Ms. Vogt.

According to SCC Section 2.65.030, Section A.2, one member shall be the county health officer or his/her designee as approved by the Board of Supervisors. This position on the Commission has been vacant since the recent retirement of former County Health Officer Andrew Deckert. On September 18, 2018, the Board of Supervisors appointed Dr. Karen C. Ramstrom, D.O., M.S.P.H. as the Shasta County Health officer effective October 14, 2018. Dr. Ramstrom has expressed interest in serving in this capacity.

According to SCC Section 2.65.030, Section B, for subsequent appointments, the term of each commissioner shall be three years, and a commissioner may be reappointed to successive terms.

**ALTERNATIVES**

The Board may decline to make these appointments, appoint some other person or persons who meet the qualifications for appointment to the Commission, or may request that other applicants be considered.

**OTHER AGENCY INVOLVEMENT**

The Commission supports the recommendation. County Counsel has reviewed the recommendation.

**FINANCING**

There is no General Fund impact associated with the recommended action.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

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

**SUBJECT:**

Reappointments to the Board of Building Appeals.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, Administrative Board Clerk, (530) 225-5550

**STAFF REPORT APPROVED BY:** Mary Williams, Chief Deputy Clerk of the Board (530) 225-5550

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

**RECOMMENDATION**

Reappoint Donald Cohen and James Berg to the Board of Building Appeals for two-year terms to expire December 31, 2020.

**SUMMARY**

The Board of Supervisors makes appointments and reappointments to various committees, commissions, and boards where terms of office are expiring or a vacancy has occurred.

**DISCUSSION**

Pursuant to Shasta County Code (SCC) 16.04.070 (a), the duties of the Board of Building Appeals (BBA) are to determine the suitability of alternate materials and types of construction; to provide for reasonable interpretations of the provisions of Shasta County Code Title 16 *Buildings and Construction* other than legal interpretations; to review and modify, affirm, or reverse any decision of the Chief Building Official or his/her representative; to perform duties required under the Code; to make recommendations to the Board of Supervisors regarding necessary legislation in the building field; and such other duties as may be directed by the Board of Supervisors.

Pursuant to SCC 16.04.070 (b), the BBA is made up of five members with specific qualifications. Members shall include a licensed architect, engineer or certified building designer, a representative of a construction trade union; a licensed building contractor, a representative of a financial institution, and a citizen representing the public at large. Members shall be qualified by experience and training to consider matters pertaining to building construction.

Members of the BBA serve at the pleasure of the Board of Supervisors. Appointments are for two-year terms ending on December 31 of even-numbered years.

Mr. Berg currently serves as "citizen at large," with a term expiring December 2018; Mr. Cohen, currently serves as representative of a financial institution, with a term expiring December 2018. Both Mr. Berg and Mr. Cohen have expressed an

interest in reappointment to continue serving on the BBA.

**ALTERNATIVES**

The Board may decline to make these appointments, appoint some other person or persons who meet the qualifications for appointment to the Commission, or may request that other applicants be considered.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the recommendation.

**FINANCING**

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-8.

**SUBJECT:**

Appointment to the Anderson Fire Protection District Board of Directors in Lieu of an Election as Required by Law

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 5

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

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

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

**RECOMMENDATION**

Appoint James Yarbrough in lieu of an election to the Anderson Fire Protection District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022.

**SUMMARY**

N/A

**DISCUSSION**

The AFD Board of Directors is a five member elected body and is subject to the Uniform District Election Law, beginning at Elections Code § 10500. See Health & Safety Code § 13885. Three positions on the AFD Board of Directors were up for election on November 6, 2018; however, only two individuals filed a declaration of candidacy for a position on the AFD Board of Directors. As such, no election was held for the three offices. On October 2, 2018, pursuant to Elections Code § 10515(a), the Board of Supervisors appointed Patricia Clark and Chad Downing to fill two of the three offices up for election.

The remaining position on the AFD Board of Directors that were up for election on November 6, 2018 expires in December, 2018. No declarations of candidacy were filed for this office. Since no declarations of candidacy were filed for the remaining AFD Board of Director office to be elected, Elections Code § 10515(b) dictates the manner in which these offices are to be filled. Elections Code § 10515(b) states:

If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

The term “supervising authority” is defined as the Board of Supervisors. Elections Code § 10500(b)(13).

Pursuant to this statute and Health & Safety Code § 13841, to be eligible for the AFD Board of Directors, a person must be a resident of the Anderson Fire Protection District and be a registered voter of the Anderson Fire Protection District on November 6, 2018.

On September 11, 2018, the AFD Board of Directors conducted a meeting and recommended that James Yarbrough be appointed to the AFD Board of Directors. Copies of the minutes of the September 11, 2018 meeting are attached.

The Shasta County Clerk/Registrar of Voters has provided information that Mr. Yarbrough, as of the date of this Board Report is, and on November 6, 2018 was, a resident of the Anderson Fire Protection District and a registered voter of the Anderson Fire Protection District.

**ALTERNATIVES**

Pursuant to Elections Code § 10515(b), the Board of Supervisors is required to make appointments to fill the offices on the AFD Board of Directors that were up for election, but for which no declarations of candidacy were filed. The Board may decline to appoint Mr. Yarbrough and may request that other applicants be considered.

**OTHER AGENCY INVOLVEMENT**

None.

**FINANCING**

There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Anderson Fire Protection District Minutes	10/24/2018	Anderson Fire Protection District Minutes

**ANDERSON FIRE PROTECTION DISTRICT**

**MINUTES**

**September 11, 2018**

**REGULAR MEETING – 6:00 P.M.**

**Fire Station/Training Room  
1925 Howard Street, Anderson, California**

**PARTICIPATION BY PUBLIC IN MEETING**

To address the Board on any particular issue, please fill out and submit a Speaker Request Form prior to the start of the meeting. Each speaker will be limited to one five (5) minute opportunity to speak per agenda item, unless the Board makes an exception due to special circumstances.

Effective July 1, 2008, the Brown Act requires any non-confidential documents or writings distributed to a majority of the Board of Directors less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

Pursuant to the State's Open Meeting Law, the legislative body or its staff may briefly respond to comments or questions from members of the public; and if deemed necessary, refer the subject for follow-up and/or to schedule the matter on a subsequent Board agenda.

The Brown Act prohibits the Board from taking action on any item not placed on the printed Agenda in most cases.

**OPEN SESSION** Chairman of the Board Jeff Hogue called the meeting to order at 6:00 PM

**1. CALL TO ORDER**

**ROLL CALL:**

CHAIRMAN	JEFF HOGUE	PRESENT
VICE CHAIRWOMAN	TRISH CLARKE	PRESENT
SECRETARY	JOHN DAY	PRESENT
MEMBER	MARSHA KELLEY	PRESENT
MEMBER	VACANT	

**2. PUBLIC COMMENT PERIOD**

Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment period is provided by the Ralph M Brown Open Meeting Act (Government Code §54950 et seq.) and may be limited to five (5) minutes for any person addressing the Board. Any request that requires Board action may be set by the Board for a future agenda or referred to staff.

Rocky Harpham, President of the Anderson Kiwanis Club presented to the Anderson Fire District Fire Fighters a Distinguished Service Award as a token of Appreciation for Outstanding Service to the Community.

David Muir, County Auditor Controller and Nolda Short Asst. Auditor Controller visited. Wanted us to know they were there to give us help with anything we may need.

SEPTEMBER 11, 2018

Agenda of Regular Board Meeting of the Anderson Fire Protection District

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3. CONSENT AGENDA

All items listed under the consent agenda are considered by the Board to be routine and will be enacted by one motion in the order listed below. There will be no separate discussion of these items, unless specified. Items may be removed to the regular agenda prior to the time the Directors vote on the motion to adopt the consent agenda. Items on tonight's consent agenda are:

**CONSENT AGENDA CONT.**

3.1 APPROVAL OF THE AUGUST 14, 2018 REGULAR BOARD MEETING MINUTES

3.2 APPROVAL OF BILLS AND PAYROLL FOR THE MONTH OF AUGUST 2018

MOVED: CLARKE  
SECONDED: DAY  
APPROVED: ALL AYES

**OPEN SESSION**

4. PRESENTATIONS

4.1 FIRST RESPONDER FEE UPDATE AND EXPLANATION.

Chief Lowe explained to the Board the outcome on the First Responder Fee, the decision to terminate and the possibility of reviewing another company.

5. ACTION ITEMS

5.1 ADOPTION OF THE 2018-2019 FINAL BUDGET FOR THE ANDERSON FIRE PROTECTION DISTRICT.

MOVED: KELLEY  
SECONDED: CLARKE  
APPROVED: ALL AYES

**5.2 AFPD BOARD OF DIRECTORS DISCUSSION AND RECOMMENDATIONS FOR BOARD APPOINTMENT BY THE SHASTA COUNTY BOARD OF SUPERVISORS.**

**Discussion was had and James Yarbrough was recommended for appointment to the Anderson Fire Protection District Board of Directors.**

**MOVED: CLARKE  
SECONDED: KELLEY  
APPROVED: ALL AYES**

SEPTEMBER 11, 2018

Agenda of Regular Board Meeting of the Anderson Fire Protection District

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6. FIRE MARSHAL REPORT

Residential inspections have slowed to 10 or 12 this month. Should be going up. Community Health Center is ready to move in. The Final for the Diamond St apartments will be soon. Chief Lowe added that Sonnie is working with the Fire Marshals office and the Building inspectors with the KNOX System. We have done 15 business inspections this month. Exterior Hazard Abatement program is moving forward. Letters continue to go out. Working on having Plan submittal done electronically. Almost done. Working on Grants. FEMA Grant we are still in the running. Redding Rancheria grant for \$8500.00. Firefighters Kurland and Troche helped with this.

7. BATTALION CHIEF'S REPORT

Handout. No report

8. FIRE CHIEF'S REPORT

Handout. Attended LAFCO meeting. Concerns were talked about.

9. LOCAL 137 REPORT

NONE

10. DIRECTORS' REPORTS NONE

11. PUBLIC COMMENT PERIOD-CLOSED SESSION AGENDA ITEMS

CLOSED SESSION: Meeting went into Closed Session at 6:35 pm.

11.1 NEGOTIATIONS WITH LABOR NEGOTIATORS (SECTION 54957.6)  
AGENCY DESIGNATED REPRESENTATIVE: CHIEF STEVE LOWE  
EMPLOYEE ORGANIZATION: TEAMSTERS LOCAL 137

Direction given to staff.

OPEN SESSION: Meeting came out of Closed Session at 7:02

12. ADJOURNMENT Meeting was adjourned at 7:02 pm.

MOVED: Clarke  
SECONDED: Day  
APPROVED: All ayes

NEXT REGULARLY SCHEDULED BOARD MEETING  
TUESDAY OCTOBER 9, 2018 AT 6:00 P.M.  
FIRE STATION – TRAINING ROOM

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-9.

**SUBJECT:**

Appointments to Burney Fire Protection District in lieu of an election.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 3

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

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

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

**RECOMMENDATION**

Take the following actions regarding the Burney Fire Protection District: (1) Appoint Keith Greenwood in lieu of an election for a four-year term commencing in December 2018 and expiring December 2022; and (2) reappoint Steve Sweet in lieu of election for a four-year term commencing in December 2018 and expiring December 2022.

**SUMMARY**

Not applicable.

**DISCUSSION**

The Burney Fire Protection District (BFPD) Board of Directors is a five-member elected body subject to the Uniform District Election Law, beginning at Elections Code § 10500. Also, see Health and Safety Code § 13885.

Three positions on the BFPD Board of Directors were up for election on November 6, 2018 for four-year terms. Donna Caldwell filed for candidacy and was reappointed in lieu of election by the Board of Supervisors on October 2, 2018 for a four-year term.

No declarations of candidacy were filed for the remaining two positions on the BFPD Board of Directors that were up for election. As such, no election was held for the BFPD Board of Directors on November 6, 2018. Mr. Steve Sweet has expressed interest in reappointment for a four-year term. Keith Greenwood has expressed interest in appointment for a two-year term.

Since no declarations of candidacy were filed for these two BFPD offices to be elected, Elections Code § 10515(b) dictates the manner in which these offices are to be filled.

Elections Code § 10515(b) states: If no person has filed a declaration of candidacy for any office, the supervising authority

shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

The term “supervising authority” is defined as the Board of Supervisors. Elections Code § 10500(b)(13).

Pursuant to this statute and Health & Safety Code § 13841, to be eligible for the BFPD Board of Directors, a person must be a resident of the Burney Fire Protection District and be a registered voter of the Burney Fire Protection District on November 6, 2018. The Shasta County Clerk/Registrar of Voters has verified that Mr. Sweet and Mr. Greenwood meet these requirements as of the date of this staff report.

At their September 11, 2018 meeting, the BFPD Board of Directors unanimously recommended that the Board of Supervisors reappoint current Board Member Steve Sweet. At their October 9, 2018 meeting, the BFPD Board of Directors unanimously recommended that the Board of Supervisors appoint Keith Greenwood in lieu of an election. The BFPD Board of Directors sent correspondence to the Clerk of the Board requesting these appointments. A copy of this correspondence and the minutes from the BFPD meeting are attached.

**ALTERNATIVES**

Pursuant to Elections Code § 10515(b), the Board of Supervisors is required to make appointments to fill the offices on the BFPD Board of Directors that were up for election, but for which no declarations of candidacy were filed. The Board may decline to appoint either Mr. Sweet or Mr. Greenwood, appoint some other person or persons who meet the qualifications for appointment to the BFPD Board, or may request that other applicants be considered.

**OTHER AGENCY INVOLVEMENT**

None.

**FINANCING**

There is no General Fund impact associated with the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Burney Fire Protection District Minutes	10/24/2018	Burney Fire Protection District Minutes
Burney Fire Protection District Minutes 2	11/5/2018	Burney Fire Protection District Minutes 2

**STATE OF CALIFORNIA, COUNTY OF SHASTA**

The Burney Fire Protection District Board of Directors met in regular session this 11<sup>th</sup> day of September, 2018, at Burney, California, there being present Directors Moore, Valinoti, Sweet, Caldwell, and Hathaway.

**3 c. Board Member Appointment in Lieu of Election.** Current BFPD Board Member Steve Sweet is interested in being reappointed to the Board of Directors of the Burney Fire Protection District.

On motion by Caldwell, and seconded by Valinoti, the **Board makes an appointee recommendation to the Shasta County Board of Supervisors to Appoint in Lieu of Election Steve Sweet to the Burney Fire Protection District Board of Directors, approved by the following vote:**

Ayes:	Moore, Valinoti, Sweet, Caldwell, and Hathaway
Noes:	None
Absent:	None
Abstain:	None

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**STATE OF CALIFORNIA, COUNTY OF SHASTA:**

**I, CINDY HALL**, Burney Fire Protection District Clerk to the Board, do hereby certify the foregoing to be a full, true, and correct copy of the minute order of said Board of Directors meeting of September 11, 2018.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Official Seal of the Burney Fire Protection District Board of Directors this 11<sup>th</sup> day September, 2018.



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CINDY HALL  
Burney Fire Protection District Clerk to the Board  
County of Shasta, State of California

**STATE OF CALIFORNIA, COUNTY OF SHASTA**

The Burney Fire Protection District Board of Directors met in regular session this 9th day of October, 2018, at Burney, California, there being present Directors Moore, Valinoti, and Caldwell.

**3 c. Board Member Appointment in Lieu of Election.** Burney resident, Keith Greenwood is interested in being appointed to the Board of Directors of the Burney Fire Protection District.

On motion by Valinoti, and seconded by Caldwell, the **Board makes an appointee recommendation to the Shasta County Board of Supervisors to Appoint in Lieu of Election Keith Greenwood to the Burney Fire Protection District Board of Directors, approved by the following vote:**

Ayes:	Moore, Valinoti, Caldwell
Noes:	None
Absent:	Sweet, Hathaway
Abstain:	None

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**STATE OF CALIFORNIA, COUNTY OF SHASTA:**

**I, CINDY HALL**, Burney Fire Protection District Clerk to the Board, do hereby certify the foregoing to be a full, true, and correct copy of the minute order of said Board of Directors meeting of October 9, 2018.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Official Seal of the Burney Fire Protection District Board of Directors this 9<sup>th</sup> day October, 2018.



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CINDY HALL  
Burney Fire Protection District Clerk to the Board  
County of Shasta, State of California

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-10.

**SUBJECT:**

Appointment to the Burney Water District Board of Directors In Lieu of An Election As Required by Law

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 3

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

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

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

**RECOMMENDATION**

Appoint Ellen Songer in lieu of election to the Burney Water District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022.

**SUMMARY**

N/A

**DISCUSSION**

The Burney Water District Board of Directors is a five member elected body and, as a California Water District, is subject to the Uniform District Election Law, beginning at Elections Code § 10500. *See* Water Code § 34055. Three positions on the Burney Water District Board of Directors were up for election on November 6, 2018. However, only two individuals filed a declaration of candidacy for positions on the Burney Water District Board of Directors. As such, no election was held for the three offices on November 6. On October 2, 2018, pursuant to Elections Code § 10515(a), the Board of Supervisors appointed James Hamlin and Britta Rogers to fill two of the three offices that were up for election.

The other position on the Burney Water District Board of Directors up for election on November 6, 2018 expires in December 2022. No declarations of candidacy were filed for the office. Since no declarations of candidacy were filed for the last remaining Burney Water District Board of Director offices to be elected, Elections Code § 10515(b) dictates the manner in which these offices are to be filled. Elections Code § 10515(b) states:

If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general election for the office.

The term “supervising authority” is defined as the Board of Supervisors. Elections Code § 10500(b)(13).

Pursuant to this statute, and Water Code § 34700, to be eligible for the Burney Water District Board of Directors, a person, on November 6, 2018, must be one of the following: (1) a holder of title of land within the district; (2) the legal representative of a holder of title to land within the district in accordance with Water Code § 34030; or (3) a representative designated by a holder of title to land within the district, if the holder has filed with the district written evidence of that designation. The person must be also be a registered voter in the district. Government Code § 24001.

The current Burney Water District Board of Directors received a letter of interest from Ellen Songer regarding the vacant position. The Burney Water District Board of Directors wrote to the Clerk of the Board on October 4, 2018, recommending that the Board of Supervisors appoint Ellen Songer to fill the remaining position on the Burney Water District Board of Directors in lieu of an election. Ms. Songer's letter of interest is attached.

The Shasta County Clerk has provided information confirming that through November 6, 2018, Ms. Songer has been a registered voter and resident of the Burney Water District.

### **ALTERNATIVES**

Pursuant to Elections Code § 10515(b), the Board of Supervisors is required to make appointments to fill an office on the Burney Water District Board of Directors that is up for election, but for which no declarations of candidacy were filed. The Board may decline to appoint Ms. Songer, appoint some other person who meets the qualifications for appointment to the Burney Water District Board, or may request that other applicants be considered.

### **OTHER AGENCY INVOLVEMENT**

N/A

### **FINANCING**

There is no General Fund impact associated with the recommendation.

#### **ATTACHMENTS:**

Description	Upload Date	Description
Songer-Letter of Interest	10/24/2018	Songer-Letter of Interest

Sept 4, 2018

Burney Water District  
20222 Hudson St  
Burney Ca 96013

Dear Mr. Rodriquez:

I wanted to let you know that I am interested in the position that is open on the Water Board. I have been a resident of Burney for 40 years and of legal age.

Sincerely

A handwritten signature in cursive script that reads "Ellen Songer". The signature is fluid and elegant, with a large initial "E" and a long, sweeping tail on the "g".

Ellen Songer

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-11.

**SUBJECT:**

Appointment to the Centerville Community Services District Board of Directors In Lieu of An Election As Required by Law

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 2

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

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

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

**RECOMMENDATION**

Appoint Mark Oliver in lieu of election to the Centerville Community Services District Board of Directors for a four-year term commencing in December 2018 to expire in December 2022.

**SUMMARY**

N/A

**DISCUSSION**

The CCSD Board of Directors is a five member elected body and is subject to the Uniform District Election Law, beginning at Elections Code § 10500. *See* Government Code § 61008. Three positions on the CCSD Board of Directors were up for election on November 6, 2018. However, only two people filed declarations of candidacy for positions on the CCSD Board of Directors. As such, no election will be held for the three offices. On October 2, 2018, pursuant to Elections Code § 10515(a), the Board of Supervisors appointed Joy Willis and Larry Whitehead to fill two of the three offices that were up for election.

The other position on the CCSD Board of Directors that was up for election on November 6, 2018 expires in December 2018. No declarations of candidacy have been filed for his office. Since no declaration of candidacy was filed for the last remaining CCSD Board of Director office to be elected, Elections Code § 10515(b) dictates the manner in which this office is to be filled. Elections Code § 10515(b) states:

If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general election for the office.

The term “supervising authority” is defined as the Board of Supervisors. Elections Code § 10500(b)(13).

Pursuant to this statute, and Government Code § 61040, to be eligible for the CCSD Board of Directors, a person must be a registered voter of the Centerville Community Services District on November 6, 2018.

The current CCSD Board of Directors conducted a meeting on October 17, 2018. At the meeting, they interviewed an interested citizens that wished to serve on the CCSD Board of Directors. The CCSD Board of Directors sent correspondence to the Clerk of the Board, recommending that the Board of Supervisors appoint Mr. Mark Oliver to fill the remaining position on the CCSD Board of Directors in lieu of an election. Copies of the minutes of the October 17, 2018 meeting are attached.

The Shasta County Clerk/Registrar of Voters has provided information that Mr. Oliver is currently a registered voter of the CCSD as of the date of this Board Report.

**ALTERNATIVES**

Pursuant to Elections Code § 10515(b), the Board of Supervisors is required to make appointments to fill the one office on the CCSD Board of Directors that is up for election, but for which no declarations of candidacy were filed. The Board may decline to appoint Mr. Oliver, appoint some other person who is a registered voter of the CCSD, and may request that other applicants be considered.

**OTHER AGENCY INVOLVEMENT**

None.

**FINANCING**

There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Centerville CSD Minutes	10/24/2018	Centerville CSD Minutes

October 17, 2018

CENTERVILLE COMMUNITY SERVICES DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING

Directors Present: President Willis, Vice President Whitehead and Director Richison  
Absent: Director Newman, Director Woodstrom and Paul Reuter  
Others Present: Brandon Lane, Dave Willis, Dan Peters, Tina Teuscher and Chris Muehlbacher

**PRELIMINARY BUSINESS:**

- I Call to Order: President Willis called the meeting to order at 7:02 pm.
- II Public Comment Period – Open Time: President Willis opened the public comment period. Brandon Lane addressed the Board regarding extending the water main down Diggins Way. He stated that he had grown up on Muletown Road and that his parents had lost their home in the Carr Fire. He has purchased property on Clear Canyon Drive and would like to build a home and raise his family in Centerville; however, in speaking to Mr. Muehlbacher it will cost him approximately \$60,000 to get water service to his property. He asked that the Board work with him and surrounding properties to extend the main down Diggins Way. The Board agreed that he should meet with the Resource and Planning Committee to discuss the matter. The public comment period was closed.
- III Approval of the Minutes: Director Whitehead moved to adopt the minutes from the Regular Board Meeting held September 19, 2018. Director Richison seconded. The vote was unanimous. Motion carried.
- IV Authorize Payment of Bills for Current Expenses: Director Richison moved to pay the bills. Director Whitehead seconded. Mr. Muehlbacher stated that the ACWA and CSDA payments are for the District's Annual dues. The ACWA JPIA payment is for auto and general liability insurance. The Apex payment is for programming a new computer for an operator. The Capacity Reserve payment is for two new meters sold. The CUSI payment is for annual support. First Bankcard includes a new laptop. The I5 Rental payment is for the vac truck rental. The Inland Potable Services payment is for the tank cleaning. The NBS payments are for both the 1995-1 and Texas Springs Assessments. The Petersen payment is for work completed on the A and A1 generators. The vote was unanimous. Motion carried.
- V Status of the Budget Report: Mr. Muehlbacher stated that the O&M revenues were \$392,260 versus expenses of \$331,509. He mentioned that the contract water that was sold is reflected under Line Items – 41300 Temporary Construction and 45400 – Miscellaneous Revenue.

The Capital Budget's revenue is \$24,596 versus expenses of \$205,091. He stated that the revenue reflects one capacity fee from earlier this year. The expenses include the purchase of the 24" pipe for Placer Road.

The Reserve Fund Status sheet shows a total reserve of \$863,723. He mentioned that Capacity Reserves decreased by \$199,953.30 due to the purchase of the 24" pipe. The Texas Springs Reserve also decreased due to a USDA payment.

### **NEW BUSINESS:**

- I Board Member Vacancy – Interviews: President Willis introduced Mark Oliver to the Board. She asked him if he was a registered voter and lived in the District. He stated yes.

Director Whitehead asked Mr. Oliver why he wanted to become a Board Member? Mr. Oliver replied that he has lived in the District for over 25 years. He works for Jacobs Engineering formerly known as CH2M Hill. He has participated in and managed a variety of Water Resource Assessment and Management Plans for large Irrigation and Water Districts. He believes his experience will be helpful and an asset to the District.

Director Richison asked if he had any time constraints that would hinder his participation. Mr. Oliver stated that he does travel some, but not that often. President Willis informed him that he could also attend meetings via teleconference as long as he gives proper notice.

President Willis asked Mr. Oliver if he had any goals he would like to accomplish as a Board member. Mr. Oliver stated that he has seen Water Districts with reserve problems, he would like to ensure that reserves are taken care of to maintain the life of the infrastructure. He believes the District's rates are low. Vice President Whitehead stated that although the District's rates are comparable to neighboring agencies, the Board has always tried to keep in mind those in the District with a lower income.

The Board voted to appoint Mr. Oliver to fill the vacancy on the Board of Directors of the Centerville Community Services District.

### **OLD BUSINESS:**

- I Update on the 24-Inch Main in Placer Road – CIP 14500: Mr. Muehlbacher stated that he and Paul Reuter agreed to extend the project as long as there were no extended cost to the District.
- II Update on Carr Fire-Related Activities: Mr. Muehlbacher stated that he has been working with Cal OES on the FEMA Assistance Program. He went through the categories and explained that the District is looking at \$386,732 in damages. He is going to have the field operators check the hydrants and air valves for any damage from the heat of the fire next week.

He stated that he also made application to the FEMA Hazard Mitigation Grant Program. Both the City of Redding and Shasta County have active HMGP's. He explained that they are eligible for requesting grant funding for approved projects. He stated that the City of Redding has submitted a letter of intent for a generator at the Muletown Pump Station. If this is approved through FEMA, the City of Redding will pay the 25% (75,000) and we will have a new generator.

He met with the SWRCB and neighboring agencies. Should the rains create a situation that the Treatment Plant cannot treat the water, the City of Redding is looking into their demand models to see how much water they will be able to give us.

Pace Engineering is being asked by other agencies to update the watershed sanitary survey. He stated that the District will have a proportionate share of those costs.

- III Update on Westridge Estates Unit I: Mr. Muehlbacher stated that he and Paul Reuter met with the Developers and consultants to go over engineering details before they submit their improvement plans. They mentioned that Guitton who owns Phase II of the development will be submitting application for a Development Agreement soon.

**GENERAL BUSINESS:**

- I Correspondence: Mr. Muehlbacher stated that he received a letter from the Bureau regarding the Win Act. Once he has more information, he will bring it to the Board.

- I President's Report: None.

- III Manager's Report: Mr. Muehlbacher stated that he finalized the Clear Creek CSD Adjustment review. He will be meeting with Clear Creek soon to go over the review. He also mentioned that he has signed three contracts for the sale of Exchange Water. Each for 4 acre-feet.

Mr. Muehlbacher stated that the annual audit began on September 27.

Regarding field operations, he mentioned that there were two service lines repaired on the Knobhill Check Valve, and 2 service lines repaired on Record Lane. The Texas Springs PRV is currently clamped. They are awaiting parts to finish the leak repair.

He stated that all three operators attended the following trainings this past month; Traffic Control and Flagger; Confined Space, Silicia and an AC Pipe Refresher.

He also mentioned that the meter and pump testing took place yesterday.

- IV Committee Reports: None.

- V Announcements: Director Whitehead moved to change the Board meeting to November 14<sup>th</sup>. Director Richison seconded. Motion carried. The next Special Board Meeting will be held November 14<sup>th</sup>.

- VI Adjournment: The meeting adjourned at 7:54 pm.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-12.

**SUBJECT:**

Appointment to the Mayers Memorial Hospital District Board of Directors In Lieu of An Election As Required by Law

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 3

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

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

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

**RECOMMENDATION**

Appoint Jeanne Utterback in lieu of election to the Mayers Memorial Hospital District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022.

**SUMMARY**

N/A

**DISCUSSION**

The MMHD Board of Directors is a five member elected body and is subject to the Uniform District Election Law, beginning at Elections Code § 10500. *See* Health & Safety Code § 32002. Two positions on the MMHD Board of Directors were up for election on November 6, 2018. However, only one person filed a declaration of candidacy for a position on the MMHD Board of Directors. As such, no election was held for the two offices. On October 2, 2018, pursuant to Elections Code § 10515(a), the Board of Supervisors appointed Beatriz Vasquez (Millington) to fill one of the two offices that were up for election.

The other position on the MMHD Board of Directors that was up for election on November 6, 2018 expires in December 2018. No declarations of candidacy have been filed for the office. Since no declaration of candidacy was filed for the last remaining MMHD Board of Director office to be elected, Elections Code § 10515(b) dictates the manner in which this office is to be filled. Elections Code § 10515(b) states:

If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general election for the office.

The term “supervising authority” is defined as the Board of Supervisors. Elections Code § 10500(b)(13).

Pursuant to this statute, and Health & Safety Code § 32100, to be eligible for the MMHD Board of Directors, a person must be a registered voter residing in the Mayers Memorial Hospital District on November 4, 2014.

The current MMHD Board of Directors conducted a special meeting on October 17, 2018 and interviewed two interested individuals. The MMHD Board of Directors sent correspondence to the Clerk of the Board, recommending that the Board of Supervisors appoint Jeanne Utterback to fill the remaining position on the MMHD Board of Directors in lieu of an election. Copies of the minutes of the October 17, 2018 meeting are attached.

The Lassen County Clerk/Registrar of Voters has provided information that Ms. Utterback was, on November 6, 2018, and is, as of the date of this Board Report, a registered voter residing in the MMHD.

### **ALTERNATIVES**

Pursuant to Elections Code § 10515(b), the Board of Supervisors is required to make an appointment to fill the one office on the MMHD Board of Directors that is up for election, but for which no declarations of candidacy were filed. The Board may decline to appoint Ms. Utterback, appoint some other person who is a registered voter of the MMHD, and may request that other applicants be considered.

### **OTHER AGENCY INVOLVEMENT**

None.

### **FINANCING**

There is no General Fund impact.

#### **ATTACHMENTS:**

Description

Upload Date

Description

Mayers Memorial Hospital District Meeting Minutes

10/24/2018

Mayers Memorial  
Hospital District Meeting  
Minutes

**Chief Executive Officer**  
Louis Ward, MHA



**Mayers Memorial Hospital District**

**Board of Directors**  
Michael D. Kerns, President  
Beatriz Vasquez, PhD, Vice President  
Abe Hathaway, Secretary  
Allen Albaugh, Treasurer  
Laura Beyer, Director

Board of Directors  
**Special Meeting**  
Minutes

October 17, 2018 – 10:00am  
Boardroom (Fall River Mills)

*These minutes are not intended to be a verbatim transcription of the proceedings and discussions associated with the business of the board's agenda; rather, what follows is a summary of the order of business and general nature of testimony, deliberations and action taken.*

- 1 **CALL MEETING TO ORDER:** Board President Mike Kerns called the meeting to order at 10:00am on the above date.

**BOARD MEMBERS PRESENT:**

Mike Kerns, President  
Beatriz Vasquez, Vice President  
Abe Hathaway, Secretary  
Allen Albaugh, Treasurer  
Laura Beyer, Director

**STAFF PRESENT:**

Jessica Stadem, Board Clerk

- 
- 2 **CALL FOR REQUEST FROM THE AUDIENCE – PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS:**  
None

- 
- 3 **BOARD VACANCY INTERVIEWS:**  
The Board interviewed the following candidates: Les Cufaude and Jeanne Utterback

- 
- 4 **BOARD VACANCY APPOINTMENT:** Vasquez/Beyer **Approved All**  
A motion/second carried; Jeanne Utterback was voted to fill the vacant seat on the Mayers Memorial Hospital District Board for a 4 year term. The vote breakdown is as follows:

- Mike Kerns – Jeanne Utterback
- Beatriz Vasquez – Jeanne Utterback
- Laura Beyer – Jeanne Utterback
- Allen Albaugh – Les Cufaude
- Abe Hathaway – Les Cufaude

- 
- 5 **ADJOURNMENT:** 11:17am - Next Regular Meeting – October 24, 2018 (Burney)
-

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-13.

**SUBJECT:**

Appointment to the Millville Fire Protection District Board of Directors in Lieu of an Election as Required by Law

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 5

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

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

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

**RECOMMENDATION**

Appoint Timothy Baugh in lieu of election to the to the Millville Fire Protection District Board of Directors in lieu of an election for a four-year term commencing December 2018 and expiring December 2022.

**SUMMARY**

N/A

**DISCUSSION**

The MFPD Board of Directors is a five member elected body and is subject to the Uniform District Election Law, beginning at Elections Code § 10500. *See* Health & Safety Code § 13885. Three positions on the MFPD Board of Directors were up for election on November 6, 2018; however, only two individuals filed a declaration of candidacy for a position on the MFPD Board of Directors. As such, no election was held for the three offices. On October 2, 2018, pursuant to Elections Code § 10515(a), the Board of Supervisors appointed Pat Corey and Steve Goedert to fill two of the three offices up for election.

The remaining position on the MFPD Board of Directors that were up for election on November 6, 2018 expires in December, 2018. No declarations of candidacy were filed for this office. Since no declarations of candidacy were filed for the remaining MFPD Board of Director office to be elected, Elections Code § 10515(b) dictates the manner in which these offices are to be filled. Elections Code § 10515(b) states:

If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

The term “supervising authority” is defined as the Board of Supervisors. Elections Code § 10500(b)(13).

Pursuant to this statute and Health & Safety Code § 13841, to be eligible for the MFPD Board of Directors, a person must be a resident of the Millville Fire Protection District and be a registered voter of the Millville Fire Protection District on November 6, 2018.

On October 15, 2018, the MFPD Board of Directors conducted a meeting and recommended that Timothy Baugh be appointed to the MFPD Board of Directors. Copies of the minutes of the October 15, 2018 meeting are attached.

The Shasta County Clerk/Registrar of Voters has provided information that Mr. Baugh, as of the date of this Board Report is, and on November 6, 2018 was, a resident of the Millville Fire Protection District and a registered voter of the Millville Fire Protection District.

### **ALTERNATIVES**

Pursuant to Elections Code § 10515(b), the Board of Supervisors is required to make appointments to fill the offices on the MFPD Board of Directors that were up for election, but for which no declarations of candidacy were filed. The Board may decline to appoint Mr. Baugh and may request that other applicants be considered.

### **OTHER AGENCY INVOLVEMENT**

None.

### **FINANCING**

There is no General Fund impact.

#### **ATTACHMENTS:**

Description	Upload Date	Description
Millville Fire Protection District Minutes	10/24/2018	Millville Fire Protection District Minutes

To whom it may concern,

I would like to serve on the Millville Fire Protection District Board. I am a member of the Millville community going back four generations on the Gimblin ranch on Brookdale Rd., and have a vested interest in the good of our town. I believe I would make a valuable contribution to the diverse make-up of the board.

I am self-employed, the owner of TKB Construction, a B-License General Contractor and my background is primarily in General Contracting/construction management. I understand fully the weight of the task of managing the money placed in trust for the board to allocate wisely, to the maximum benefit of the people of our community. As a business owner, and construction manager I am capable of seeing the bigger picture and bringing about a greater overall result, as a result of many small goal oriented decisions.

I have over a decade of experience in the fire service. I've worked in the fire service in many capacities, as a CalFire seasonal Firefighter1&2 with the Siskiyou Ranger Unit, and as a volunteer Firefighter, Fire Captain, and training Captain with the M.F.P.D. I was an EMT for over Fourteen years until Last year.

My heart is for the men and women who do the job, and who selflessly put community over self on a daily basis, who give up so much of their lives to become and stay proficient as professionals in the field of fire and rescue, and as a board member I would always make all decisions based on their best interest and safety.

Your consideration is appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Timothy Baugh', with a stylized flourish at the end.

Timothy Baugh

MILLVILLE FIRE PROTECTION DISTRICT

SPECIAL BOARD MEETING

OCTOBER 15, 2018

The meeting was called to order at 6:00 p.m. by Chairman Pat Corey. Other members present were: Steve Goedert, and Bob Buick. Absent members Tony Roberts, and Jess Rodriguez, Jr., Also present, Paula Tassen, Clerk.

Board member Bob Buick, has resigned from the Board. His term will be completed December 07, 2018. In lieu of an election, Timothy Baugh has submitted a letter of interest to be on the board. His letter of interest is included. The clerk will submit his letter and the minutes of the meeting to appoint Mr. Baugh to the Clerk of the Board of Supervisors. Steve motioned, Bob 2<sup>nd</sup> to appoint Timothy Baugh to the Millville Fire Protection District Board of Directors. Motion carried.

The meeting adjourned at 6:10 p.m.

  
Paula Tassen, Clerk

RECEIVED

OCT 18 2018

CLERK OF THE BOARD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-14.

**SUBJECT:**

Conflict of Interest Code for the Indian Springs Elementary School District

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 3

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

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

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

**RECOMMENDATION**

Adopt a resolution which repeals Resolution No. 2006-196 and approves the Conflict of Interest Code for the Indian Springs Elementary School District.

**SUMMARY**

Government Code section 87300 mandates local government agencies to adopt and promulgate a Conflict of Interest (COI) code for each respective agency. Government Code section 87303 provides that a conflict of interest code shall not be effective until it has been approved by the code reviewing body. The Indian Springs School Elementary District qualifies as a “local government agency” under Government Code section 82041. Government Code section 82011(b) defines the Board of Supervisors as the code reviewing body for local government agencies, other than city agencies, with jurisdiction wholly within the County.

**DISCUSSION**

As the Board of Supervisors is the “code reviewing body,” the Board of Supervisors approved the Indian Springs Elementary School District COI code on December 12, 2006, pursuant to Resolution No. 2006-196.

Government Code section 87306.5 requires the County, as the code reviewing body, in every even-numbered year, to direct every local agency to review its COI Code, and, if a change in its code is required, to submit an amended COI Code to the Board of Supervisors. The Clerk of the Board sent this 2018 Biennial Notice to the Indian Springs Elementary School District.

In response to the 2018 Biennial Notice, the Indian Springs Elementary School District determined a revision to their COI Code was necessary. The revised COI Code was approved by the Indian Springs Elementary School District on September 12, 2018, and the revised COI Code was forwarded to the Board of Supervisors for its approval. It is requested that the Board of Supervisors adopt a resolution which repeals Resolution No. 2006-196 and approves the COI Code of the Indian Springs Elementary School District.

**ALTERNATIVES**

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Indian Springs Elementary School District out of compliance with Government Code section 87303 and the California Fair Political Practices Commission regulations.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the COI Code and is of the opinion that it satisfies the minimum statutory requirements for a COI Code.

**FINANCING**

There is no General Fund impact associated with the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution COI Indian Springs School District	10/31/2018	Resolution COI Indian Springs School District
Exhibit A	10/31/2018	Exhibit A

**RESOLUTION NO. 2018-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
REPEALING RESOLUTION NO. 2006-196 AND  
APPROVING THE REVISED CONFLICT OF INTEREST CODE  
OF THE INDIAN SPRINGS SCHOOL DISTRICT**

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

**WHEREAS**, the County of Shasta is the code-reviewing body for the Indian Springs School District; and

**WHEREAS**, the Board of Supervisors of the County of Shasta approved the conflict of interest code for the Indian Springs School District on December 12, 2006 by establishing Resolution No. 2006-196; and

**WHEREAS**, the Indian Springs School District has adopted a revised conflict of interest code, which is attached as Exhibit A and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta repeals Resolution No. 2006-196 and approves the revised Conflict of Interest Code for the Indian Springs School District, which is attached as Exhibit A and incorporated herein.

**DULY PASSED AND ADOPTED** this 13th day of November, 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

CSBA Sample  
Exhibit  
E 9270  
Board Bylaws

Conflict Of Interest  
RESOLUTION 03-2018/19 ADOPTING A  
CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Indian Springs School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Indian Springs School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Indian Springs School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 12th day of September, 2018 at a meeting, by

AYES: \_\_5\_\_ NOES: \_\_0\_\_ ABSENT: \_\_0\_\_

Attest:

  
Secretary/~~President~~

Conflict of Interest Code of the  
Indian Springs School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

#### APPENDIX

##### Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books,

machinery, or equipment of the type used by the district.

2. Category 2: A person designated Category 2 shall disclose:

a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

#### Designated Positions

#### Designated Position and Disclosure Category

Governing Board Members	3
Superintendent of Schools	3
Purchasing Agent	1
Principal	2

#### Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination

shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

(7/10) 5/16 Approved September 12, 2018

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - General Government-15.

**SUBJECT:**

Conflict of Interest Code for Shasta Union High School District

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 1

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

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

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

**RECOMMENDATION**

Adopt a resolution which repeals Resolution No. 2017-016 and approves the Conflict of Interest Code for the Shasta Union High School District.

**SUMMARY**

Government Code section 87300 mandates local government agencies to adopt and promulgate a Conflict of Interest (COI) code for each respective agency. Government Code section 87303 provides that a conflict of interest code shall not be effective until it has been approved by the code reviewing body. The Shasta Union High School District qualifies as a “local government agency” under Government Code section 82041. Government Code section 82011(b) defines the Board of Supervisors as the code reviewing body for local government agencies, other than city agencies, with jurisdiction wholly within the County.

**DISCUSSION**

As the Board of Supervisors is the “code reviewing body,” the Board of Supervisors approved the Shasta Union High School District COI code on February 28, 2017, pursuant to Resolution No. 2017-016.

Government Code section 87306.5 requires the County, as the code reviewing body, in every even-numbered year, to direct every local agency to review its COI Code, and, if a change in its code is required, to submit an amended COI Code to the Board of Supervisors. The Clerk of the Board sent this 2018 Biennial Notice to the Shasta Union High School District.

In response to the 2018 Biennial Notice, the Shasta Union High School District determined a revision to their COI Code was necessary. The revised COI Code was approved by the Shasta Union High School District on June 12, 2018 and the revised COI Code was forwarded to the Board of Supervisors for its approval. It is requested that the Board of Supervisors adopt a resolution which repeals Resolution No. 2017-016 and approves the COI Code of the Shasta Union High School District.

**ALTERNATIVES**

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Shasta Union High School District out of compliance with Government Code section 87303 and the California Fair Political Practices Commission regulations.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the COI Code and is of the opinion that it satisfies the minimum statutory requirements for a COI Code.

**FINANCING**

There is no General Fund impact associated with the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Shasta High COI Resolution	10/31/2018	Shasta High COI Resolution
Exhibit A COI Code	11/5/2018	Exhibit A COI Code

**RESOLUTION NO. 2018-XXX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
REPEALING RESOLUTION NO. 2017-016 AND  
APPROVING THE REVISED CONFLICT OF INTEREST CODE  
OF THE SHASTA UNION HIGH SCHOOL DISTRICT**

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

**WHEREAS**, the County of Shasta is the code-reviewing body for the Shasta Union High School District; and

**WHEREAS**, the Board of Supervisors of the County of Shasta approved the conflict of interest code for the Shasta Union High School District on February 28, 2017, by establishing Resolution No. 2017-016; and

**WHEREAS**, the Shasta Union High School District has adopted a revised conflict of interest code, which is attached as Exhibit A and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta repeals Resolution No. 2017-016 and approves the revised Conflict of Interest Code for the Shasta Union High School District, which is attached as Exhibit A and incorporated herein.

**DULY PASSED AND ADOPTED** this 13th day of November, 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

### **Conflict of Interest Code of the Shasta Union High School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

### **APPENDIX**

#### **Disclosure Categories**

1. Category 1: A person designated Category 1 shall disclose:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
- b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. Category 2: A person designated Category 2 shall disclose:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Position	Disclosure Category
Board of Trustees Members	Full Disclosure
Superintendent of Schools	Full Disclosure
Assistant/Associate Superintendent	1
Chief Business Official	1
Director of Categorical Programs	2
Director of Nutrition Services	2
Director of Special Education	2
Director of Transportation	2
Director of Technology	2
Principal	2
Assistant Principal	2

#### Disclosures for Consultants

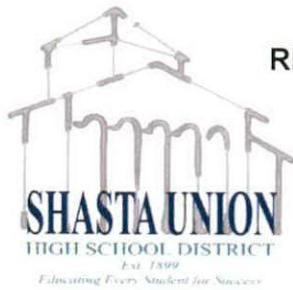
Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Exhibit SHASTA UNION HIGH SCHOOL DISTRICT  
version: June 12, 2018 Redding, California



**SHASTA UNION HIGH SCHOOL DISTRICT  
REGULAR MEETING OF THE GOVERNING BOARD  
Shasta Learning Center – Board Room  
2200 Eureka Way  
Redding, CA 96001**

**June 12, 2018  
ADOPTED MINUTES**

Trustee Zufall called open session to order at 5:30 p.m. in the Shasta Learning Center Board Room and announced the Board would adjourn to closed session to discuss the following: 1) Public Employee Discipline/Dismissal/Release/Complaint. (G.C. 54957); 2) Conference with Legal Counsel – Anticipated Litigation (G.C. 54956.9) Two cases; 3) Consider Recommendation from Administration to readmit three student expulsions (File Nos. 16-0015, 17-01 and 17-02); and 4) Conference with Labor Negotiator (G.C. 54957.6). Agency designated representatives: Jim Cloney – Superintendent, David Flores – Chief Business Official, Dana Reginato – Associate Superintendent/H.R. and Milan Woollard - Associate Superintendent/Instructional Services. Employee Organizations: Shasta Secondary Education Association (SSEA), Educational Support Professionals Association (ESP), California School Employees Association (CSEA) and Management/Supervisory/Confidential.

There were no requests from the audience to speak to any items on the closed session agenda.

The Board reconvened into open session at 6:30 p.m. No action was taken on the items discussed in closed session.

Trustee Zufall led the Pledge of Allegiance and Trustee Vericker recited the Mission and Vision Statements.

**ROLL CALL:** Trustees Ron Zufall, Jamie Vericker, Tamy Quigley, Constance Pepple and Joe Ayer were present. Trustee Zufall presided. Also present: Jim Cloney – Superintendent, Dana Reginato – Associate Superintendent/Human Resources, Milan Woollard – Associate Superintendent/ Instructional Services and David Flores – Chief Business Official.

**RES. 18-127** That the Board approve the agenda, as presented with the exception of tabling Item #7.11 (The Board will conduct the first reading of draft mandated and draft optional Board Policies and Administrative Regulations, as provided by CSBA) and Item #9.4 (Ratify Purchase Agreement with American Modular Systems for the purchase of Prefabricated portable modular buildings, and Related Services in accordance with Resolution No. 18-098 and Public Contract Code Section 20118) to a future Board meeting. (Motion Pepple, second Quigley, carried 5-0).

**RES. 18-128** That the Board approve the consent agenda, as presented. (Motion Ayer, second Quigley, carried 5-0).

**RES. 18-129** That the Board approve the minutes for the May 8, 2018 regular Board meeting. (Motion Ayer, second Quigley, carried 5-0).

**RES. 18-130** That the Board adopt the Resolutions in conjunction with the Governing Board Member Election on November 6, 2018 (*Resolution Ordering Governing Board Member Election, Resolution Establishing Procedure in Case of Tie Vote at Governing Board Election, Resolution Regarding Cost of Candidate Statements*). (Motion Ayer, second Quigley, carried 5-0).

**RES. 18-131** That the Board ratify commercial warrants in the amount of \$2,187,363.12 and payroll distributions in the amount of \$3,269,888.14 for the period of 05/01/2018 - 05/31/2018. (Motion Ayer, second Quigley, carried 5-0).

- RES. 18-132 That the Board accept the Quarterly Report of Investments. (Motion Ayer, second Quigley, carried 5-0).
- RES. 18-133 That the Board approve the Purchasing Handbook for Bid Thresholds – Construction and Public Work Projects. (Motion Ayer, second Quigley, carried 5-0).
- RES. 18-134 That the Board approve requests to Declare Property as Surplus (DO - Hearing Screener & SHS – Leg Drive Machine). (Motion Ayer, second Quigley, carried 5-0).
- RES. 18-135 That the Board approve the courses for Shasta Adult School for 2018-19. (Motion Ayer, second Quigley, carried 5-0).
- RES. 18-136 That the Board approve the Shasta County Special Education Local Plan Area (SELPA) Local Education Agency (LEA) Assurances. (Motion Ayer, second Quigley, carried 5-0).
- RES. 18-137 That the Board approve a Request to Declare Property as Surplus (IT – Computers/Peripherals). (Motion Ayer, second Quigley, carried 5-0).
- RES. 18-138 That the Board approve the Human Resources Action Report, as follows: *Certificated – (Rehire Probationary Contract):* Shandy Pendley, 5/5 ASL (SHS), effective August 13, 2018; Catherine Alexander, 5/5 English (FHS), effective August 13, 2018; Jason Carreras, 5/5 English (SHS), effective August 13, 2018; Anne Baxter, 5/5 Math (SHS), effective August 13, 2018; Kathryn Krzywicki, Psychologist (District), effective August 1, 2018; Erik Johnson, 4/5 Science, 1/5 Yearbook (EHS), effective August 13, 2018; and James Crockett, 2/5 Teacher (GtC), effective August 13, 2018. *(Rehire Temporary Contract):* Breanna Ketel, 2/5 PE (SHS), effective August 13, 2018; Scheila Borrego, 4/5 Spanish & 1/5 ELD (EHS), effective August 13, 2018; Sharon Fernandes, 2/5 Early Childhood Ed (EHS), effective August 13, 2018; and Stephanie McClung, 2/5 Business (SHS), effective August 13, 2018. *(New Hire Temporary Contract):* Sarah Darling, 5/5 English (SHS), effective August 13, 2018. *(New Hire Probationary Contract):* David Whitacre, Psychologist (District), effective August 1, 2018 and James Glover, 5/5 RSP/SDC (SHS), effective August 13, 2018. *(2018/19 Assignment):* Molly Huhn, Counselor (EHS), effective August 1, 2018; Jill Hardy, 3/5 Admin Intern & 2/5 Teacher (EHS), effective August 13, 2018; Andrea Cota, 3/5 Admin Intern & 2/5 Teacher (FHS), effective August 13, 2018; Dennis Cahill, 3/5 Admin Intern & 2/5 Teacher (NSIHS), effective August 13, 2018; and Travis Bassham, 3/5 Admin Intern & 2/5 Teacher (SHS), effective August 13, 2018. *(Resignation):* Allison Cox, 5/5 Teacher (SHS), effective June 7, 2018. *Classified – (Hours Changes):* Deborah Gilson, 1:1 Instructional Para, 5.75-hours/10-months (EHS), effective August 13, 2018; Muang Halter, 1:1 Instructional Para, 5.75 hours/10 months (EHS), effective August 13, 2018; and Evelyn Wetmore, Food Nutrition Specialist, 3.5 hours/10 months (EHS), effective June 1, 2018. *(Resigned/Retired):* Nancy Johnson, School Support Secretary, 8-hours/238-days (FHS), effective July 5, 2018. *(Voluntary Demotion):* Mike Barrett, Custodian, 8-hours/12-months (SLC), effective April 9, 2018. (Motion Ayer, second Quigley, carried 5-0).
- RES. 18-139 That the Board approve the recommendation from administration regarding the readmission of a student expulsion (File No. 16-0015). (Motion Pepple, second Quigley. Ayes: Zufall, Vericker, Quigley, Pepple, Ayer. Noes: None. Abstain: None. Absent: None).
- RES. 18-140 That the Board approve the recommendation from administration regarding the readmission of a student expulsion (File No. 17-01). (Motion Quigley, second Ayer. Ayes: Zufall, Vericker, Quigley, Pepple, Ayer. Noes: None. Abstain: None. Absent: None).
- RES. 18-141 That the Board approve the recommendation from administration regarding the readmission of a student expulsion (File No. 17-02). (Motion Pepple, second Ayer. Ayes: Zufall, Vericker, Quigley, Pepple, Ayer. Noes: None. Abstain: None. Absent: None).

- RES. 18-142 That the Board review and approve the revisions to the SUHSD Conflict of Interest Code and related Resolution, as required by the Political Reform Act. (Motion Pepple, second Ayer, carried 5-0).
- RES. 18-143 That the Board approve the Governance Calendar and Board Action Calendar for 2018-19. (Motion Pepple, second Quigley, carried 5-0).
- RES. 18-144 That the Board approve the minutes for the May 21, 2018 special Board meeting. (Motion Ayer, second Pepple, carried 5-0).
- RES. 18-145 That the Board excuse Trustee Quigley's absence from the May 21, 2018 special Board meeting. (Motion Vericker, second Pepple, carried 5-0).
- RES. 18-146 That the Board approve the 2018-19 resolution and spending plan for Education Protection Account (EPA) Funds. (Motion Quigley, second Pepple, carried 5-0).
- RES. 18-147 That the Board approve the contract amendments for JK Architectural Engineering. (Motion Quigley, second Ayer, carried 5-0).
- RES. 18-148 That the Board approve the solar contract with Forefront Solar for Foothill High School, Gov. Code 4217. (Motion Quigley, second Ayer, carried 5-0).
- RES. 18-149 That the Board approve the LCAP Local Measures as follows: (1) Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities; (2) Implementation of State Academic Standards; (3) Parent Engagement; and (4) School Climate. (Motion Pepple, second Quigley, carried 5-0).
- RES. 18-150 That the meeting adjourn. (Motion Pepple, second Vericker, carried 5-0).

**CALL FOR REQUESTS FROM THE AUDIENCE TO SPEAK ON AGENDA ITEMS:**

There were no comments.

**PUBLIC COMMENTS:**

There were no comments.

**RECOGNITION OF STAFF AND/OR STUDENT(S):**

The Board of Trustees and Administration recognized Enterprise High School Teacher Claire Walker, Shasta High School Registrar Collett Stanger, Foothill High School student Karlee Loucks and North State Independent High School (NSIHS) Paraprofessional Karyn Sherman.

Trustee Zufall relayed a letter from Shasta County Office of Education Superintendent Judy Flores recognizing Superintendent Jim Cloney for serving on the Chief School Administrators Executive Committee.

**REPORTS FROM SHASTA UNION HIGH SCHOOL DISTRICT ORGANIZATIONS:**

SSEA Lead Negotiator Layne McLean thanked the Board, Administration and his colleagues for a successful negotiations this year. He recognized FHS Support Secretary Nancy Johnson for serving as the former ESP Lead Negotiator and for all of her hard work at the site. He wished her well on her retirement. Mr. McLean thanked FHS Principal Steve Abbott for his leadership and Dana Reginato for all she has done in the District. He invited the Board and District Administration to attend the new teacher luncheon at Cattlemens on August 9<sup>th</sup> at 11:30am.

ESP President Deborah Bayley thanked Dana Reginato for her hard work over the years and wished her well on her retirement. She relayed recognition to Karyn Sherman. Ms. Bayley reported that NSIHS's graduation was a success and thanked Jim Cloney and Trustees Pepple and Quigley for attending. She invited Trustee Quigley to attend NSIHS's graduation next year and requested her to speak to the graduates. Ms. Bayley thanked the Board for including the administrative salaries in the minutes.

**REPORTS FROM SHASTA UNION HIGH SCHOOL DISTRICT ORGANIZATIONS (continued):**

CSEA President David Martin was not present.

**REPORTS FROM PRINCIPALS:**

Shasta High School: Leo Perez stated that SHS had a successful graduation and the event was live streamed for those who were unable to attend. He reported that this year's graduating class is a phenomenal group of high performing students who received \$3.2 million in scholarships.

Enterprise High School: Ryan Johnson thanked Trustees Pepple and Vericker for attending the graduation along with Jim Cloney. He reported that AP enrollment numbers are holding strong for the 2018-19 school year and he is eager to see the test scores when they are released in July.

Foothill High School: Steve Abbott thanked Jim Cloney and Trustees Quigley and Vericker for attending graduation. He reported that staff is excited to see construction start on the new ag building, pool and solar. FHS will be adding another engineering course to increase their STEM program. Mr. Abbott stated his vision for their CTE program is to remain relevant and he feels they are successfully doing this with their agriculture, culinary arts, viticulture and fire programs.

Alternative Education: Tim Calkins was not present. Trustee Zufall stated he attended Pioneer's graduation with Trustee Pepple and commended Mr. Calkins and staff on their graduating class.

**REPORT FROM SUPERINTENDENT:**

Jim Cloney reported that he attended six graduations, all of which were very successful thanks to the effort of staff and administration. Mr. Cloney stated that the Board evaluation will be emailed and reminded the Board to complete the digital survey in time for discussion at the regular July Board meeting. The terms for Trustees Pepple, Quigley and Ayer are up for reelection in November. Mr. Cloney stated that the Shasta County Clerk's candidate filing period is July 16<sup>th</sup> through August 10th. Since the District left the ROP program in 2009 and started the Career Technical Education (CTE) program, enrollment has doubled from approximately 300 to 600 students. Mr. Cloney congratulated staff on this milestone and stated that the program's success is driven by the teachers. He recognized Associate Superintendent of Human Resources Dana Reginato for her amazing work over the last ten years and stated that this will be her last regular Board meeting before retirement. Mr. Cloney stated that Ms. Reginato has provided wise counsel on many issues and she will be missed.

**TRUSTEE COMMENTS AND LIAISON REPORTS:**

Trustee Ayer reported that he toured EHS and SHS with the site principals and Jim Cloney. He also met with David Flores to better understand school finances. Trustee Ayer stated that he attended graduations for Gateway to College, Fire Science and SHS where he was able to hand his daughter her diploma.

Trustee Pepple stated that she attended graduations for NSIHS, Pioneer and EHS. She was impressed with the students and commended EHS on the maturity of their graduating class.

Trustee Quigley stated that she equally enjoyed attending the graduations this year and commended the individual musical performances. She enjoyed speaking with Ms. Bayley and hearing the student success stories from NSIHS.

Trustee Vericker reported that he attended the graduation ceremonies for UPrep, EHS and FHS. He stated that there was a clear sense of leadership at the schools based off of the composure and maturity of the graduates.

Trustee Zufall provided a handout to the Board and District Administration on school spending. He thanked his fellow Trustees for attending the graduation ceremonies.

**DISCUSSION:**

Proposed Negotiations: At 7:14 p.m., Trustee Zufall declared the meeting open to Public Hearing to allow interested parties an opportunity to speak on the initial proposal for negotiation between the District and the California School Employees Association (CSEA) Chapter #181, presented at the May 8, 2018 Board meeting. There were no comments and the hearing was closed.

Conflict of Interest Code: Jim Cloney stated the Political Reform Act requires every local government agency to review its Conflict of Interest (COI) Code every two years to ensure COI Codes remain current and accurate. Mr. Cloney stated that Board Policy 9270 does not need any updates and can be approved as reviewed. He recommended the Board approve an amendment to Exhibit 9270 to include the Director of Maintenance and Operations position that was reinstated earlier this year.

Proposed District Budget for 2018-19: At 7:19 p.m., Trustee Zufall declared the meeting open to Public Hearing to allow interested parties an opportunity to speak on the proposed budget for 2018-19. There were no public comments and the hearing was closed.

David Flores conducted a PowerPoint presentation on the 2018-2019 budget based off of the Governor's May revise. The proposed budget included the following major components for the general fund: LCFF calculated at 100% GAP funding with a 3% COLA included, \$1.3 million in one-time funding (\$344 per ADA), salary step and column movement, STRS & PERS increases, negotiation settlements, CTEIG expenses, transfers in of \$1 million from fund 17 and a transfer of \$246,000 to the food service program. The projected ending balance of the general fund at the end of 2019-2020 is \$7,394,141 and drops to \$5,276,181 in 2020-2021. The budget will be brought before the Board for approval at the June 18, 2018 special Board meeting.

Education Protection Account (EPA) Funds: At 7:26 p.m., Trustee Zufall declared the meeting open to Public Hearing to allow interested parties an opportunity to speak on the EPA Funds. There were no public comments and the hearing was closed.

David Flores reviewed the spending plan for funds received from the EPA. The Board adopted the Resolution and estimated expenditures through June 30, 2018 will be posted on the District's website.

JK Architectural Engineering: David Flores stated that there are multiple amendments to the JK architectural contract for the Measure I bond projects. He reviewed these amendments in a Bond Subcommittee meeting with Trustee Quigley. Trustee Quigley noted that the estimated dollar costs of the project for item #5 on the Board note should reflect \$172,500, not \$172,000.

Forefront Solar Contract: At 7:29 p.m., Trustee Zufall declared the meeting open to Public Hearing to allow interested parties an opportunity to speak on the solar contract with Forefront Solar for Foothill High School, Gov. Code 4217. There were no comments and the hearing was closed.

David Flores stated the contract with Forefront Solar is a twenty year power purchase agreement for a canopy mounted system that will be placed on two parking lot locations at FHS. The contract has a purchase option, and Mr. Flores is hopeful to buy out the contract in the future. The contract has one more item to be finalized. Mr. Flores recommends the Board approve the resolution and contract as presented. He will bring back the final contract at a future Board meeting.

Bond Project Manager Eloy Vento stated that the solar installation will reduce FHS's propane consumption and will allow the campus to be more sustainable. Mr. Vento provided the Board with a brief update on the bond projects. The District will go out to bid on the demolition of the locations of the FHS Ag Barn, SHS classroom building and EHS classroom building. Trustees Quigley and Zufall emphasized the importance of informing the public of the projects. Mr. Vento stated that a time lapse camera will be installed to show the construction of the new buildings on the District website, and Measure I bond signs will be posted on site. Mr. Cloney will instruct the principals to update parents at orientation on the progress of each project.

**DISCUSSION (continued):**

LCAP Local Measures: Mr. Woollard stated that the District is required to report to the Board on whether we have met or not met the following LCAP Local Measures: (1) Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities; (2) Implementation of State Academic Standards; (3) Parent Engagement; and (4) School Climate. Mr. Woollard stated that the District has met all four and that he will submit the results to the state.

Proposed Local Control Accountability Plan (LCAP): At 7:41 p.m., Trustee Zufall declared the meeting open to Public Hearing to allow interested parties an opportunity to speak on the proposed Local Control Accountability Plan.

Mr. Cloney stated that Trustee Pepple raised concerns at the spring study session regarding the discrepancy in SBAC test scores based on gender. Trustee Pepple requested to have the testing data broken down by male and female on the LCAP infographic in order to raise awareness to the gap.

The hearing was closed at 7:46p.m.

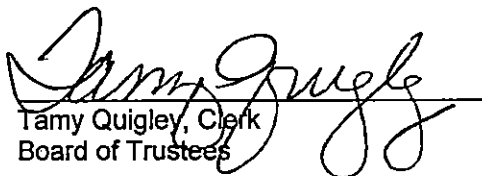
Mr. Cloney reported that the District presented the LCAP Infographic to the Parent Advisory Committee. Any written comments received from the public on this document will receive a written response from Mr. Cloney. Any changes made to the LCAP based on feedback from the Shasta County Office of Education will be brought back for Board approval. The document will be brought before the Board for approval at the June 18, 2018 special Board meeting.

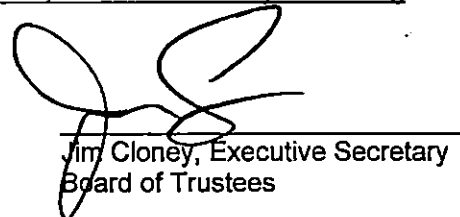
**ADJOURNMENT:**

The meeting adjourned at 7:50 p.m.

**DATE AND LOCATION OF NEXT REGULAR BOARD MEETING:**

July 10, 2018, 5:30 p.m. – Shasta Learning Center Board Room, 2200 Eureka Way – Redding

  
Tamy Quigley, Clerk  
Board of Trustees

  
Jim Cloney, Executive Secretary  
Board of Trustees

Bd. Min. 6-12-18  
/ll

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Health and Human Services-16.

**SUBJECT:**

Eighth Amendment with Securitas Security Services USA

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective March 13, 2018, to the agreement with Securitas Security Services USA, Inc. to provide security services to add increased services and to increase the maximum compensation by \$378,220.49 (for a new total not to exceed \$3,138,420.49), and retain the term July 9, 2015 through June 30, 2020.

**SUMMARY**

This amendment will update the maximum compensation to cover services provided in Fiscal Year (FY) 2017-18 which were not covered in the agreement's FY 2017/18 budget, and add additional compensation for future fiscal years due to increased security needs.

**DISCUSSION**

Through this Eighth Amendment, Securitas Security Services (Securitas) will continue to provide on-site fixed post security services, daily patrol services, alarm response, and special response services at various Health and Human Services Agency (HHSA) locations, as well as daily patrol services at the County Administration Center parking structure. These services promote the safety of clients, County employees, and members of the public as well as securing County facilities and property. This amendment aligns the contract budget with the current and anticipated future security and safety needs at various HHSA locations pursuant to security services the County is currently receiving under the agreement with Securitas. The funding estimates include an increased use of the special request provisions; new afterhours security patrols at the Enterprise and Downtown Redding locations; the addition of services in Burney and a new HHSA location in the Promenade; and the expansion of services on the Breslauer campus to cover shift changes, especially for HHSA services operating 24

hours per day, seven days per week.

This amendment is retroactive because of a delay in receiving the corrected FY 2017-18 invoices from Securitas and County staff not timely analyzing spending trends resulting in the contract maximum for FY 2017-18 being overspent. Also, once received and prior to processing, County staff audited the corrected invoices to confirm their accuracy. Training has been provided to staff and systems have been put into place to ensure that overspending does not occur in the future. Additionally, Securitas has worked on improving their billing practices to ensure that they are submitting correct and timely invoices and supporting documentation.

**ALTERNATIVES**

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

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The services provided for the HHSA locations under this agreement are funded through a combination of federal and state sources with a local share of cost met largely through Realignment. The FY 2018-19 Adopted Budget for the applicable departments includes sufficient appropriation authority for the activities described in this agreement. Sufficient appropriation authority will be included in future annual budget requests.

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

**ATTACHMENTS:**

Description	Upload Date	Description
The Eighth Amendment	11/5/2018	The Eighth Amendment

**EIGHTH AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
SECURITAS SECURITY SERVICES USA, INC., A DELAWARE CORPORATION FOR  
THE PROVISION OF SECURITY SERVICES**

This Eighth Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and Securitas Security Services USA, Inc., a Delaware corporation, ("Contractor").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on June 9, 2015, effective July 9, 2015, for the provision of security services ("Original Agreement"); and

WHEREAS, the Original Agreement was amended by a first amendment ("First Amendment") on June 10, 2016 and effective June 10, 2016 to replace **ATTACHMENT A**, attached to the agreement and entitled "On-Site and Security Patrol Schedules", with **Attachment A-1**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a second amendment ("Second Amendment") on June 20, 2017, effective January 1, 2017 to: (1) modify the County Contact definition to include an e-mail address as described in Section 1. DEFINITIONS; (2) provide additional hourly rates and to increase the maximum compensation for fiscal years (FY) 2016-17, 2017-18, 2018-2019, and 2019-2020; (3) delete the previously agreed upon cost adjustment provisions in Subsection G of Section 4; and (4) replace **Attachment A-1**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-2**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a third amendment ("Third Amendment") on August 22, 2017, effective August 22, 2017 to replace **Attachment A-2**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-3**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a fourth amendment ("Fourth Amendment") on March 13, 2018, effective March 13, 2018, to (1) modify the existing service hours; (2) add additional service locations, (3) increase maximum compensation for fiscal years 2017-18, 2018-19, and 2019-20 to cover the additional services; and replace **Attachment A-3**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-4**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a fifth amendment ("Fifth Amendment") on June 5, 2018, effective April 25, 2018, to replace **Attachment A-4**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-5**, entitled "On-Site and Security Patrol

Schedules”; and to amend section 8.B to assign signing authority for retroactive minor amendments; and

WHEREAS, the Original Agreement was amended by a sixth amendment (“Sixth Amendment”) on July 24, 2018, effective July 2, 2018, to change the name of the “Syringe Exchange Program” to the “Syringe Services Program”; change the service hours for the Syringe Services Program at 2460 Breslauer Way as stipulated in Attachment A-5; and replace **Attachment A-5**, entitled “On-Site and Security Patrol Schedules” with **Attachment A-6**, entitled “On-Site and Security Patrol Schedules”; and

WHEREAS, the Original Agreement was amended by a seventh amendment (“Seventh Amendment”) on September 11, 2018, effective on July 2, 2018, (1) add an additional security officer at the 1550 California Street location; (2) modify the Syringe Services Program location for Wednesdays from 2460 Breslauer Way location to 2650 Breslauer Way; and (4) replace **Attachment A-6**, entitled “On-Site and Security Patrol Schedules” with **Attachment A-7**, entitled “On-Site and Security Patrol Schedules” (“Seventh Amendment”); and

WHEREAS, County and Contractor desire to amend the Original Agreement to increase the maximum compensation for fiscal years (FY) 2017-2018, 2018-19 and 2019-20; and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment are collectively referred to as the “Agreement.”

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection E. of Section 4, COMPENSATION, of the Agreement is amended as of the effective date of this Eighth Amendment in its entirety to read as follows:

Section 4. COMPENSATION.

- E. In no event shall the maximum amount payable under this agreement exceed the following per County fiscal year:
  1. \$38,500 in County fiscal year 2014-15
  2. \$467,000 in County fiscal year 2015-2016
  3. \$489,700 in County fiscal year 2016-2017
  4. \$568,220.49 in County fiscal year 2017-2018
  5. \$755,000 in County fiscal year 2018-2019
  6. \$820,000 in County fiscal year 2019-2020.
  7. In no event shall the maximum amount payable under this agreement exceed \$3,138,420.49 during the entire term of the agreement.

**II. REAFFIRMATION**

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

**III. ENTIRE AGREEMENT**

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

**IV. EFFECTIVE DATE**

Unless otherwise provided, this Eighth Amendment shall be deemed effective on March 13, 2018.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

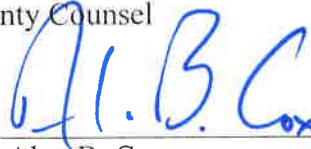
Date: \_\_\_\_\_

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


ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

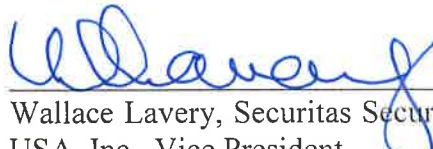
By:  11/1/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  11/1/18  
James Johnson  
Risk Management Analyst III

**CONTRACTOR**

Date 11/2/18

  
Wallace Lavery, Securitas Security Services  
USA, Inc., Vice President

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Health and Human Services-17.

**SUBJECT:**

Renewal Agreement with Northern California Youth and Family Programs for visitation and parent education.

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Northern California Youth and Family Programs in an amount not to exceed \$1,011,000 to provide visitation services and parenting classes for the period October 1, 2018 through September 30, 2019, with two automatic one-year renewals.

**SUMMARY**

Approval of this agreement will allow Northern California Youth and Family Programs (Youth and Family) to continue providing visitation services and parenting classes for Children's Services clients.

**DISCUSSION**

Since 2007, Youth and Family has been effectively providing visitation services and parenting classes to Shasta County foster youth that are dependents of the court and their caregivers.

Youth and Family provides a safe place for supervised and/or monitored visits, as ordered by the court, between children in out-of-home placement and their caregivers. Multiple 16-week long parenting class sessions are provided that focus on individual needs and strengths geared toward developing the skills necessary for family reunification. Youth and Family utilizes the Positive Parenting Program® (Triple P), an evidence-based, multi-level parenting and family-support program as a main component of their parent education services. The parenting classes provided through this agreement are in compliance with Welfare and Institution Code requirements.

In FY 2017-18 Youth and Family's Visitation and Parenting Services Center (Center) facilitated 3,493 hours of visitation between parents and their children and hosted monthly parenting classes. Many visits are conducted at the Center or held at more casual locations that are conducive to normalizing parent-child interactions in preparation for reunification. The Center organizes many family activities throughout the year as a way for parents to interact in a positive supervised environment with their children, and to maintain or further develop parent-child relationships within their family.

Youth and Family's performance of the services delivered in this contract have been monitored and evaluated in multiple ways. Client satisfaction surveys indicate that parents appreciate the helpful Youth and Family staff and conducive visiting environment provided at the Center. Youth and Family has been serving families in the community with various levels of Triple

P® since 2011 and have a well-established history of success. Since September 2015 they have provided parenting education to 169 caregivers representing 133 children. For those served, the Depression Anxiety Stress Scale assessment demonstrates caregiver improvement in all areas of depression symptoms resulting in a 27% decrease. The Strengthening Families Retrospective Protective Factors surveys administered to 52 families receiving visitation services reveals that family functioning has improved by 90.38%.

Additionally, the evaluation reports gathered over the term of the agreement demonstrate client participation and response to services provided by Youth and Family have improved overall family dynamics leading to successful reunifications.

The agreement also authorizes the Health and Human Services Agency (HHSA) Director, or any designated HHSA Branch Director, to approve Budget Category line shifts up to 15 percent so long as total compensation does not increase. This agreement is retroactive due to the time needed to negotiate the contract terms with all parties.

The agreement is retroactive due to the time needed for all parties to negotiate the agreement terms.

**ALTERNATIVES**

The Board may choose not to approve this agreement or to provide alternate direction to staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The HHSA’s Fiscal Year 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. These services are funded through the Child Welfare Services allocation (BU 501), which requires a County share of cost met largely through Realignment. There is no additional General Fund impact with this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
N. CA Youth and Family Agreement	11/1/2018	N. CA Youth and Family Agreement

**PERSONAL SERVICES SUBAWARD AGREEMENT  
BETWEEN THE COUNTY OF SHASTA AND  
NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS**

This subaward agreement ("Subaward") is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and Northern California Youth and Family Programs ("Subrecipient"), a California corporation, for the provision of Visitation Services and Parenting Classes (collectively, the "Parties" and individually a "Party").

**Section 1. DEFINITIONS.**

For the purposes of this Subaward, the following definitions apply:

**Assessment** means ongoing written evaluation, using interviews, questionnaires/self-rating forms, testing, and observations throughout all work with the child, youth, family and their team. An assessment includes: ensure understanding; initial and ongoing safety risk assessment; identification of strengths and solutions using a cultural lens.

**Child or Children** means a minor who is under the jurisdiction of the juvenile dependency court or who is at risk of becoming a dependent child of the juvenile court.

**Child and Family Team (CFT)** formed to establish, plan, and communicate goals, supporting the premise that no single individual, agency, or service provider works independently but rather as part of the team for decision making. Meetings are held by a group of people who are involved with the child and family to achieve positive outcomes of safety, permanency, and well-being.

**Core Practice Model (CPM)** a statewide effort that sets practices and principles for children/youth served by both the child welfare and the mental health system that promotes a set of values, principles, and practices that is meant to be shared by all who support children/youth and families involved in the child welfare system, including, but not limited to education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child/youth is involved. The **CALIFORNIA CHILD WELFARE CORE PRACTICE MODEL PRACTICE BEHAVIORS** is attached and herein incorporated as **EXHIBIT M**.

**County Social Worker** means an individual employed by County who provides or arranges for reunification, family maintenance, visitation, respite childcare, and related services to the families of dependent children of the juvenile court or the families of children who are at risk of becoming dependent children of the juvenile court.

**Family Center(s)** means a Visitation and Parenting Services Center(s) that will provide a safe and secure setting for visits between County referred children subject to the jurisdiction of the juvenile dependency court and placed out-of-home; or children who are at risk of becoming dependent children of the juvenile court and placed out-of-home; their parents, siblings, relatives, and/or caregivers; as well as a place where parenting classes will be conducted for County referred caregiver(s) of children who are under the jurisdiction of the juvenile dependency court or who are at risk of becoming dependent children of the juvenile court.

**Caregiver** means those 18 years of age or older who provide for the care of children that are under the jurisdiction of the juvenile dependency court or who are at risk of dependency, including but not limited to, the biological parent, guardian, adoptive parent, resource parent, or relative.

**Caregiver Interview** means a face-to-face interaction for the purpose of gathering information about a Caregiver such as, but not limited to, the way the Caregiver provides guidance and discipline to their Child, the challenges the Caregiver faces, and the ways in which the Caregiver has been successful in raising their Child in the past.

**Parenting Class** means a series of parenting courses that includes Triple P Level 4 and are in compliance with Welfare and Institutions Code (W&I) 16507.7 for Caregivers of Children who are under the jurisdiction of the juvenile dependency court.

**Parenting Class Status Report** means a written report prepared by Subrecipient and sent to the County that describes and evaluates a Caregiver's progress and attendance at Parenting Classes in a format required by the County.

**Parenting Skills** means those methods of interaction initiated by a Caregiver with the Child that provide caregiver/child relationship development, safety, nurturance, age appropriate expectations and guidance, and positive learning experiences for the Child, and that promote age appropriate child development.

**Satisfaction Survey** means a voluntary survey given, for quality assurance purposes, to each Caregiver that utilized parenting classes and/or visitation services to determine if they experienced open, honest, clear, and respectful communication; were they engaged and included in assessment and part of team to build a plan for services and delivery; and what was their experience with transitions.

**Strengthening Families™ Initiative** means a nationally recognized approach to facilitating and supporting families who need and want to engage in activities that allow their Children to grow, learn, and thrive in safe, nurturing environments.

**Strengthening Families™ Protective Factors ("Protective Factors")** means the five Protective Factors that are the foundation of the Strengthening Families approach. Research from the Center for the Study of Social Policy supports the common-sense notion that the likelihood of child abuse and neglect diminishes when these Protective Factors are present and robust in a family. The five Protective Factors are: (1) *Parental resilience* – The ability to cope with and bounce back from all types of challenges; (2) *Social connections* – Friends, family members, neighbors, and other members of a community providing emotional support and concrete assistance to caregivers; (3) *Knowledge of parenting and child development* – Accurate information about raising young children, appropriate expectations for their behavior, and knowledge of alternative discipline techniques; (4) *Concrete supports in times of need* – Financial security to cover day-to-day expenses and unexpected costs; formal supports like CalWORKs, Medi-Cal, or job training; and informal support from social networks; and (5) *Children's social and emotional development* – A child's ability to interact positively with others and communicate his or her emotions effectively.

**Subrecipient** means a non-federal entity receiving a subaward from a pass-through entity to carry out part of a federal program.

**Triple P – Positive Parenting Program® (“Triple P”)** means an evidence-based multi-level parenting and family-support program. The aims of the program are to: (1) promote the independence and health of families by enhancing Caregiver’s knowledge, skills and confidence; (2) promote the development of non-violent, protective and nurturing environments for children; (3) reduce the incidence of child abuse, mental illness, behavioral problems, delinquency and school failure; and (4) enhance the competence, resourcefulness and self-sufficiency of caregivers in raising their children. Some of the distinguishing features of Triple P are multiple levels of program intensity based on need, a public health approach, evidence-based intervention strategies, and assessment and outcome monitoring tools.

**Triple P Scoring Application** means an online scoring application that provides statistical analysis and can provide useful case management information about individual practitioners (number of cases, completion time, referrals etc.).

**Triple P Level 4** includes Standard Triple P, Teen Individual Triple P, Group Triple P, Group Teen Triple P, and Stepping Stones Triple P.

**Triple P Resource Materials** implementation materials used by Subrecipient to deliver Triple P services, including but not limited to tip sheets, workbooks, and DVD’s.

## **Section 2. RESPONSIBILITIES OF SUBRECIPIENT.**

Pursuant to the terms and conditions of this Subaward agreement Subrecipient shall:

- A.** Comply with **SUBAWARD COMPLIANCE** requirements herein attached and incorporated as **EXHIBIT B**.
- B.** Attend contract and performance review meetings as initiated by County.
- C.** Maintain and operate a Family Center site providing:
  - (1) Services from a location within a 0.5-mile distance of a Redding Area Bus Authority (RABA) bus stop.
  - (2) Services Monday through Friday, from 8 a.m. to 5 p.m., and every Saturday from 9 a.m. to 1 p.m., except County holidays as posted on the Shasta County website ([www.co.shasta.ca.us](http://www.co.shasta.ca.us)). Priority shall be given to working Caregivers for Saturday visitation scheduling.
  - (3) Consult with Caregivers to ensure visitation room environments are welcoming and family-friendly.
  - (4) One visitation room designed for infants and medically fragile children.
  - (5) A kitchen area with supplies necessary for simple preparation of food and drinks.
  - (6) A fully-fenced and shaded outside play area with controlled access that is equipped with safe toys and a picnic table.
  - (7) Emergency supplies for diaper changes, formula for infants, and snacks for children.
  - (8) Age appropriate games, books, and art supplies to encourage family activities.
  - (9) Accommodations using a minimum of six rooms to ensure an average of five scheduled visit hours per room during each operational day for 52-weeks per year.

- (10) Visitation room space, when requested in advance by the County, for visits that will be supervised by County Social Worker, County Mental Health Clinician, and/or other persons who are approved by the County and agreed to by the Caregiver.
- (11) Provide staff who comply the following requirements:
  - a. Supervision of the Family Center site shall be by an on-site social worker with a Master's degree in Social Work, or behavioral health field.
  - b. All visitation and parenting class staff (Staff) shall be trained in the prevention of child abuse, mandated reporter requirements, domestic violence signs and effects, child development, parenting techniques, Adverse Childhood Experiences (ACE) core training, and the Strengthening Families™ Initiative, including the Protective Factors.
    1. Documentation of successfully completed training for each Staff shall be submitted to County with semi-annual report.
  - c. Staff will attend all County required training.
  - d. Staff members providing Parenting Classes shall be trained and accredited to provide Triple P Level 4 Group or Triple P Level 4 Standard services to Caregivers.
  - e. A minimum of two Staff shall be present at all times during visitation hours.
  - f. All Staff shall be available for court testimony when requested by the County or when required by the court.

**D. Provide the following services:**

(1) Visitations services that provide for the following:

- a. Caregivers and their Children referred to the Subrecipient by County using the **VISITATION REFERRAL**, herein attached and incorporated as **EXHIBIT F** in compliance with visitation terms and conditions as set by the juvenile dependency court and/or the County.
- b. Provide levels of supervision as required by the juvenile dependency court of County as follows:
  1. Supervised Visits – These visits must be closely supervised by Staff who is within hearing and visual range at all times. Care must be taken to assure the Child is safe and not subjected to abuse or undue pressure from a Caregiver or others allowed visitation. When necessary, Staff must intercede for the protection of the Child. Staff must provide instruction and coaching to a Caregiver regarding behaviorally specific parenting tips and other topics deemed necessary. Children must not be allowed to leave the building with a Caregiver or other non-custodial individuals.
  2. Monitored Visits – These visits are less structured, but a considerable degree of supervision and coaching is still necessary for the protection and safety of the Child. Staff shall check on the progress of visits, monitor interaction, provide coaching, and when necessary, intercede on behalf of the Child. With Staff present for monitoring, visits may take place offsite.

3. Unsupervised Visits – These visits may take place at the Family Center, or offsite as set by the Child and Family Team. While monitoring is not required throughout, the Subrecipient's Staff must be present at the beginning and end of each visit.
- c. Collaborate with the County Social Worker or Supervisor for any visit location outside the Family Center (e.g., home of a Caregiver or relative, resource home, park, or public location).
- d. Visits with Caregivers and their Children will include adapted services and supports that are behavioral specific to meet the changing family needs based on ongoing assessment, progress toward goals and decisions made by the CFT. Visit Staff will make visits as comfortable as possible by providing direction, guidance, modeling positive Caregiver/Child interaction, and encouragement to help Caregivers and Children understand how the Family Center can best meet their needs.
- e. Collaborate with the Child and Family Team to implement an individualized and progressive visitation plan for each Caregiver, taking into consideration each of the following:
  1. Child development and parenting skills,
  2. Types of neglect and maltreatment,
  3. Time in care and/or case plan goals, and
  4. Other factors relevant to a successful visitation plan (e.g. cultural background, substance abuse, domestic violence, special needs of Child or Caregiver).
- f. Prepare Caregivers and Children for visits;
- g. Structure visits according to the Caregiver's parenting capabilities and Children's ages, development, and interests;
- h. Teach parenting and communication skills focusing on the Caregivers' interaction with their Children;
- i. Provide behaviorally specific feedback to the Caregivers as to his/her demonstrated parenting strengths and areas for continued growth;
- j. Recognize issues of trauma, grief and separation which affect Caregivers, siblings, extended family, and Children during visits;
- k. Establish and facilitate relationships between biological Parents and Resource Caregivers so they are working together for the best interest of the Child; and
- l. Provide ongoing assessment, review, and modification of visits as part of the shared planning process with the Child and Family Team.
- m. Complete a **VISITATION OBSERVATION FORM ("VISIT REPORT")**, **EXHIBIT C**, attached and incorporated herein. The Visit Report shall include, but not be limited to, any instances where Children were unsafe and the safety threat could not be mitigated. The Visitation Observation Form shall be completed immediately following each visit and shall be provided to County Social Worker not less than monthly.

- n. Furnish to each Caregiver utilizing visitation services at the Family Center, a **SATISFACTION SURVEY, EXHIBIT D**, attached and incorporated herein along with a sealable envelope. The Subrecipient shall encourage the anonymous completion of the survey. Unopened survey submissions shall be provided monthly to Children's Services Program Analyst at 1313 Yuba Street, Redding, CA 96001.
- o. For Caregivers referred by County, complete the retrospective **PROTECTIVE FACTORS SURVEY, EXHIBIT E**, attached and incorporated herein, for each Caregiver receiving visitation services under this Subaward. The Caregiver shall complete the survey at week six of receiving visitation services and at the request of County. Subrecipient shall provide completed surveys to County within 30 days of completion of survey to the Children's Services Program Analyst at 1313 Yuba Street, Redding, CA 96001.

(2) Parenting Class(es) that provide for the following:

- a. To Caregivers referred to Subrecipient by County with the **PARENTING CLASS REFERRAL**, herein attached and incorporated as **EXHIBIT G**.
- b. A written agreement for each Parenting Class participant, which outlines the responsibilities a Caregiver must satisfy in order to pass the Parenting Class.
- c. Ensure that each Parenting Class:
  - 1. Adheres to all criteria and requirements set forth in Welfare and Institutions Code (W&I) Section 16507.7 and Core Practice Model. Curriculum shall be submitted to County via email to [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us) for review and approval by County prior to use including any subsequent changes or updates. County reserves the right to request and review instructor/facilitators teaching credentials for approval.
  - 2. Includes, but is not limited to, the following curriculum components:
    - i. Building self-esteem, including Caregivers' building both a positive parental identity and the self-esteem of their Child;
    - ii. Handling stress and anger;
    - iii. The growth and development of Children, including, but not limited to, safety, nutrition, and health;
    - iv. Developing and increasing communication skills in order that a Caregiver may learn to listen to and speak with their Child(ren) in an age appropriate manner;
    - v. Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a Child, including learning what constitutes abuse and neglect;
    - vi. Understanding the boundaries of sexual conduct by adults with regard to Children;

- vii. Respect for, and sensitivity to, cultural differences in child rearing practices in addressing all of the topics listed in paragraphs 1 through 6, above;
  - viii. A substance use educational component, regarding the effects on the family when the Caregiver(s) is engaged in substance use;
  - ix. Review of the definitions and dynamics of child abuse, neglect, and domestic violence, and its effects on children; and
  - x. Triple P Level 4 Group.
- 3. Consists of at least 32-hours of classroom time over a 16-week period, and be staggered so that a new Parenting Class begins every eight weeks;
  - 4. Has a maximum caregiver-to-teacher ratio of 15 Caregivers for each teacher.
- d. Provide at least 11 staggered 16-week Parenting Classes each Budget Period, with a minimum of six Caregivers attending each Parenting Class.
  - e. Provide both morning and evening Parenting Classes.
  - f. Provide childcare for all County referred Caregivers attending Parenting Classes offered pursuant to this Subaward.
  - g. Consult with the case-carrying County Social Worker and Child and Family Team to determine each Caregiver's strengths and needs for improved parenting skills.
  - h. Conduct an initial and progressive **PARENTING CLASS PROGRESS REPORT** attached and herein incorporated as **EXHIBIT N** of each Caregiver enrolled for Parenting Class to assess parental attitudes and knowledge. Conduct an initial examination and ongoing Assessment of each Caregiver initially and at week four, eight, twelve, and sixteen of the Parenting Class to measure changes in parental attitudes and knowledge. Subrecipient shall provide completed Parental Assessment to County within 30 days of completion of survey to [cscontracts@co.shasta.ca.us](mailto:cscontracts@co.shasta.ca.us).
  - i. Use the following Triple P tools, as referenced in **SHASTA COUNTY TRIPLE P EVALUATION REQUIRED SURVEYS, EXHIBIT H**, attached and incorporated herein.
  - j. Provide to County Social Workers, upon completion of the Parenting Class a completed **PARENTING CLASS REFERRAL, EXHIBIT G**.
  - k. Participate in the County Triple P data collection process as prescribed by County, including entering data into the County's designated online scoring application.
  - l. Subrecipient shall comply with applicable copyright laws regarding Triple P Resource Materials. All Triple P Resource Materials shall be requested by Subrecipient using the Triple P Resource Materials Request Form as provided by County. In order to receive requested Triple P Resource Materials, Subrecipient must be current with their monthly submission to County of the Claim Form, and Subrecipient's data in the designated online scoring

application must reflect service data for which Subrecipient is requesting Resource Material.

- (3) Provide a monthly report to County, by the 10th of each month, for the preceding month. All monthly reports shall be emailed to [CSCONTRACTS@CO.SHASTA.CA.US](mailto:CSCONTRACTS@CO.SHASTA.CA.US). The monthly report shall consist of the following:
    - a. Every completed **VISITATION OBSERVATION REPORT, EXHIBIT C**;
    - b. **MONTHLY TRIPLE P CLAIM FORM, EXHIBIT J**, attached and incorporated herein;
    - c. **VISITATION STATISTICAL REPORT, EXHIBIT L**, attached and incorporated herein; and
    - d. **PROTECTIVE FACTORS SURVEY, EXHIBIT E**.
  - (4) Provide a semi-annual report to County, no later than July 15 and January 15 of each Budget period for the preceding six-month period. The semi-annual report shall be emailed to [CSCONTRACTS@CO.SHASTA.CA.US](mailto:CSCONTRACTS@CO.SHASTA.CA.US), and shall consist of the following:
    - a. **TRIPLE P IMPLEMENTATION REPORT, EXHIBIT K**, attached and incorporated herein;
    - b. Documentation of successfully completed training for each Staff.
    - c. Brief narrative report of program activities, identified potential problem areas, suggestions for program improvements, Staff training activities, and;
      1. For Visitation Services:
        - i. Number of unduplicated Caregivers and Children served, including a breakdown of Children by age;
        - ii. Ethnicity of Caregivers and Children served; and
        - iii. Caregivers and Children served who have a disability.
      2. For Parenting Classes:
        - i. Number of unduplicated Caregivers served, including a breakdown of Children by age;
        - ii. Ethnicity of Caregivers served;
        - iii. Caregivers served who have a disability ;
        - iv. Number of Caregivers who graduated from Parent Class, per month; and
        - v. Number of Caregivers who dropped out of Parent Class, per month.
- D.** As required by Government Code section 7550, each document or report prepared by Subrecipient for or under the direction of County pursuant to this Subaward shall contain the numbers and dollar amount of the Subaward and all subcontracts under the Subaward relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the Subaward or subcontracts, the disclosure section may also contain a statement indicating that the total Subaward

amount represents compensation for multiple documents or written reports. Subrecipient shall label the bottom of the last page of the document or report as follows: department name, Subaward number, and dollar amount. If more than one document or report is produced under this Subaward, Subrecipient shall add: "This [document or report] is one of [number] produced under this Subaward.

- E. Promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this Subaward. Subrecipient shall provide a copy of Subrecipient's Grievance Procedures to County for review and approval prior to providing services pursuant to this Subaward. Subrecipient shall report all client grievances, and the nature thereof, in writing to the County's Health and Human Services Agency (HHSA), Children's Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Subrecipient shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- F. Ensure and provide written verification thereof to County, that all staff and volunteers working or providing services under this Subaward receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- G. Acknowledge the funding source of all activities undertaken pursuant to this Subaward by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Service."

**Section 3.     RESPONSIBILITIES OF COUNTY.**

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

- A. Provide Subrecipient with Triple P Resource Materials and Parenting Class Referral form.
- B. Compensate Subrecipient as prescribed in sections 4 and 5 of this Subaward.
- C. Monitor Subrecipient's performance to assure compliance with the terms, conditions, and specifications of the Subaward including but not limited to:
  - (1) Compliance with federal Subrecipient requirements;
  - (2) Timely submission of complete and accurate:
    - a. Insurance renewal documentation;
    - b. Financial reports; and
    - c. Records upon request
  - (3) Procedural documents including but not limited to:
    - a. Grievance process and procedures; and

- b. Written verification that all Staff and volunteers working under this Subaward have received appropriate clearance through criminal records and California Department of Motor Vehicle checks.
- D. Evaluate Subrecipient's quality of services and program outcomes based on, but not limited to the following criteria as determined solely by County:
  - (1) All required monthly and semi-annual reports, records, and documents have been fully completed and submitted pursuant to the terms of this Subaward;
  - (2) Timely and thorough completion of Triple P data; and
  - (3) Client satisfaction surveys.

**Section 4. COMPENSATION.**

- A. In accordance with the **BUDGET** herein attached and incorporated as **EXHIBIT A**, County shall pay to Subrecipient a maximum of \$337,000 for the Budget Period 10/1/18 through 9/30/19; a maximum of \$337,000 for the Budget Period 10/1/19 through 9/30/20; and a maximum of \$337,000 for the Budget Period 10/1/20 through 9/30/21, for all costs in accordance with 2 Code of Federal Regulations (CFR) 200, subpart E and 45 CFR 75, Subpart E, for satisfactorily providing services pursuant to this Subaward. In no event shall the maximum amount payable per Federal Fiscal Year exceed \$337,000.
- B. In no event shall the maximum amount payable under this Subaward exceed \$1,011,000.
- C. Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.
- D. Subrecipient's violation or breach of Subaward terms may result in fiscal penalties, withholding of compensation, or termination of Subaward.

**Section 5. BILLING AND PAYMENT.**

- A. Subrecipient shall submit to HHSA Business and Support Service, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 10th 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 Subrecipient, accompanied by the **EXPENDITURE REPORT, EXHIBIT I**, attached and incorporated herein, the **TRIPLE P CLAIM FORM, EXHIBIT J**, attached and incorporated herein, and supporting documentation and/or receipts. County shall make payment within 30 days of receipt of Subrecipient's correct and approved statement or invoice. For the purposes of compensation in accordance with the Budget, the following shall apply:
  - (1) **Direct Costs.**
    - a. Wages and Benefits related to the program or services provided pursuant to this Subaward shall be directly charged by itemizing name, title of staff,

rate of pay per time period, number of time periods, and total for the month.

- b. Operating expenses and equipment that are directly attributable to the program or services provided pursuant to this Subaward shall be directly charged at actual cost.

**(2) Indirect Costs.**

Indirect costs related to the program or services provided pursuant to this Subaward that cannot be specifically attributable to a particular aspect of the program or services provided pursuant to this Subaward, shall be billed not to exceed 10% of wages in accordance with 2 CFR 200, Subpart E and 45 CFR 75, Subpart F.

**(3) Capital Assets.**

For the purposes of this Subaward, a "Capital Asset" is property, other than real property, that is: (1) tangible in nature; (2) has an extended useful life of at least one year; (3) is not a repair part or supply; and (4) has, at the time of acquisition, a value of at least \$5,000. Capital Asset purchases or capital expenditures of \$5,000 or more to be made with Subaward funds require the prior written approval of County. In addition, all Capital Assets, capital expenditures, and all other property and services purchased with Subaward funds, shall be procured specifically for this Subaward and shall benefit the Visitation Services and Parenting Classes exclusively. Subrecipient shall maintain, and submit to County every three months during the term of this Subaward and upon termination, expiration, or cancellation of this Subaward, a detailed list of Capital Assets purchased with Subaward funds. All Capital Assets purchased with Subaward funds, are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any Capital Asset purchased with Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any Capital Asset purchased with Subaward funds. Subrecipient shall, at Subrecipient's sole expense, within 10 days of County's demand, return all Capital Assets demanded by County.

**(4) Computers and Computer Related Equipment.**

Pursuant to Federal and State Regulations, the State of California Health and Human Services Data Center (HHSDC) must pre-approve any computer(s) or computer-related equipment (including software) purchases. Subrecipient shall submit a written request to County before purchasing any computer(s) or computer-related equipment (including software) with Subaward funds. County shall seek approval from the HHSDC and notify Subrecipient of the results in a timely manner. Subrecipient shall maintain, and submit to County every three months during the term of this Subaward and upon termination, expiration, or cancellation of this Subaward, a detailed list of any computer(s) or computer-related equipment (including software) purchased with Subaward funds. Any computer(s) or computer-related equipment (including software) purchased with Subaward funds are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any computer(s) or computer-related equipment (including software), purchased with

Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any computer(s) or computer-related equipment (including software), purchased with Subaward funds. Subrecipient shall, at Subrecipient's sole expense, within 10 days of County's demand, return any computer(s) or computer-related equipment (including software) demanded by County.

- B.** Subrecipient may make line item shifts within a Budget Category without County approval as long as the adjustment, in aggregate, does not exceed 15 percent of the Budget Category total and does not increase total compensation payable under this Subaward. The HHSA Director or any HHSA Branch Director designated by the HHSA Director must provide prior written approval, by way of an amendment to this Subaward pursuant to section 8.B of this Subaward, for budget adjustments which are (1) in excess of 15 percent of the total Budget Category, or (2) across existing Budget Categories.
- C.** Compensation under this Subaward shall be reduced by applicable Subrecipient revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Subrecipient's compensation under this Subaward (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 Subrecipient revenues, accruing or received by Subrecipient 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 Subrecipient, Subrecipient shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

#### **Section 6. TERM OF SUBAWARD.**

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

#### **Section 7. TERMINATION OF SUBAWARD.**

- A.** If Subrecipient materially fails to perform Subrecipient's responsibilities under this Subaward to the satisfaction of County, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipient's responsibilities under this Subaward, or if Subrecipient violates any of the terms or provisions of this Subaward, then County shall

have the right to terminate this Subaward for cause effective immediately upon the County giving written notice thereof to Subrecipient. If termination for cause is given by County to Subrecipient and it is later determined that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. County may terminate this Subaward without cause on 30 days written notice to Subrecipient.
- C. County may terminate this Subaward immediately upon oral notice should funding cease or be materially decreased during the term of this Subaward.
- D. County may terminate this Subaward immediately upon oral notice should either Party be unable to comply with the obligations of this Subaward due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this Subaward may be exercised by County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F. Should this Subaward be terminated, Subrecipient shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Subaward.
- G. If this Subaward is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 8. ENTIRE SUBAWARD; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This Subaward supersedes all previous Subawards relating to the subject of this Subaward and constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Subaward, Subrecipient relies solely upon the provisions contained in this Subaward and no others.
- B. No changes, amendments, or alterations to this Subaward shall be effective unless in writing and signed by both Parties. However, minor amendments and amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this Subaward, as well as budget amendments which are (1) in excess of 15 percent of the total Budget Category, or (2) across Budget Categories and do not cause an increase to the maximum amount payable under this Subaward may be agreed to in writing between Subrecipient and 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 Subaward are for reference purposes only and shall not affect the meaning or construction of this Subaward.

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

**Section 9. NONASSIGNMENT OF SUBAWARD; NON-WAIVER.**

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

**Section 10. EMPLOYMENT STATUS OF SUBRECIPIENT.**

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

**Section 11. INDEMNIFICATION.**

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Subaward by Subrecipient, or by any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Subrecipient shall also, at Subrecipient's own expense, defend the County, 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 Subaward by Subrecipient, or any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and

hold harmless County with respect to Subrecipient's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Subaward.

## **Section 12. INSURANCE COVERAGE.**

- A.** Without limiting Subrecipient's duties of defense and indemnification, Subrecipient and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Subaward Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect 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.** Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipient's partner(s), subcontractor's partner(s), Subrecipient's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this Subaward. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Subaward.
- C.** Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D.** Subrecipient shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient pursuant to this Subaward.
- E.** With regard to all insurance coverage required by this Subaward:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Subaward.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subrecipient or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Subaward and continue coverage for a period of three years after the expiration of this Subaward and any extensions thereof. In lieu of maintaining post-Subaward expiration coverage as specified above, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail

coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Subaward.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Subaward shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for 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) Subrecipient shall provide County with an endorsement or amendment to Subrecipient's policy of insurance as evidence of insurance protection before the effective date of this Subaward.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Subaward. In the event any insurance coverage expires at any time during the term of this Subaward, Subrecipient shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Subaward or for a period of not less than one year. In the event Subrecipient fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Subaward, County may, in addition to any other remedies it may have, terminate this Subaward upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Subrecipient shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Subrecipient's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

**Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Subrecipient shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Subaward.
- B. Subrecipient recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. Subrecipient shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).]
- D. Subrecipient shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E. Subrecipient shall 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.
- F. Subrecipient represents that Subrecipient is in compliance with and agrees that Subrecipient shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- G. No funds or compensation received by Subrecipient under this Subaward shall be used by Subrecipient for sectarian worship, instruction, or proselytization. No funds or compensation received by Subrecipient under this Subaward shall be used to provide direct, immediate, or substantial support to any religious activity.
- H. In addition to any other provisions of this Subaward, Subrecipient shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Subrecipient's noncompliance with the provisions of this section.

**Section 15. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.**

- A.** Subrecipient hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.
- B.** This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Subrecipient hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.
- C.** By giving this Assurance of Compliance, Subrecipient agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D.** This Assurance of Compliance is binding on Subrecipient as long as Subrecipient is receiving federal or state funding pursuant to the Subaward in which this Assurance of Compliance is included.

**Section 16. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Subaward for the purpose of auditing or examining the activities of Subrecipient or County. Except where longer retention is required by federal or state law, Subrecipient shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this Subaward.
- B. Subrecipient shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Subaward. Subrecipient shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this Subaward. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this Subaward.
- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Subaward. Subrecipient agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this Subaward if evidence exists of less than full compliance with this Subaward including, but not limited to, exercising a right of set-off against any compensation payable to Subrecipient.

**Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

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

**Section 18. LICENSES AND PERMITS.**

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

**Section 19. PERFORMANCE STANDARDS.**

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

**Section 20. CONFLICTS OF INTEREST.**

Subrecipient and Subrecipient's officers 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 Subaward.

**Section 21. NOTICES.**

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

If to County:           Branch Director  
                                Children's Services Branch  
                                Attn: Contracts Unit  
                                1313 Yuba Street  
                                Redding, CA 96001  
                                Phone: 530-225-5757  
                                Fax: 530-225-5190

If to Subrecipient:    Executive Director  
                                Northern California Youth and Family Programs  
                                2577 California Park Drive  
                                Redding, CA 96001  
                                Phone: 530-893-1614  
                                Fax: 530-893-5026

- B. Any oral notice authorized by this Subaward shall be given to the persons specified in Section 21.A and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Subaward, any written or oral notices on behalf of the County as provided for in this Subaward may be executed and/or exercised by the County Executive Officer.

**Section 22. SUBAWARD PREPARATION.**

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

**Section 23. COMPLIANCE WITH POLITICAL REFORM ACT.**

Subrecipient shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Subrecipient to disclose financial interests and to recuse from influencing any County decision which may affect Subrecipient's financial interests. If required by the County's Conflict of Interest Code, Subrecipient shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 24. PROPERTY TAXES.**

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

**Section 25. SEVERABILITY.**

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

**Section 26. COUNTY'S RIGHT TO SETOFF.**

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

**Section 27. CONFIDENTIALITY.**

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

**Section 28. CONFIDENTIALITY OF CLIENT INFORMATION.**

All information and records obtained in the course of providing services under this Subaward shall be confidential, and Subrecipient and all of Subrecipient employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and

Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Subaward 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 Subaward.

**Section 29. SCOPE AND OWNERSHIP OF WORK.**

All research data, reports, and every other work product of any kind or character arising from or relating to this Subaward shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this Subaward. County may use such work products for any purpose whatsoever. All works produced under this Subaward shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Subaward, Subrecipient shall retain all of Subrecipient's rights in Subrecipient's own proprietary information, including, without limitation, Subrecipient's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Subaward and Subrecipient shall not be restricted in any way with respect thereto.

**Section 30. USE OF COUNTY PROPERTY.**

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

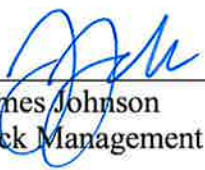
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

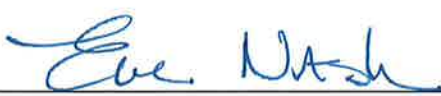
By:  11/1/18  
Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  10/31/18  
James Johnson  
Risk Management Analyst

**SUBRECIPIENT**

Date: 10-31-18

  
\_\_\_\_\_  
Eve Nash, Executive Director  
Northern California Youth and Family  
Programs

Tax ID Number: \_\_\_\_\_ On File

**NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS  
VISITATION SERVICES AND PARENTING CLASSES BUDGET**

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

No. Calif. Youth and Family Programs  
2577 California Park Drive  
Chico, CA 95928

**Multi-Year Service Budgets**

Budget Category	Budget Period		Budget Period		Budget Period		Total Budgeted Costs
	10/1/18 – 9/30/19		10/1/19 – 9/30/20		10/1/20 – 9/30/21		
<b>Personnel/Position</b>	<b>FTE</b>						
Program Manager		51,180.00		51,180.00		51,180.00	153,540.00
Support		49,452.00		49,452.00		49,452.00	148,356.00
Educator		29,232.00		29,232.00		29,232.00	87,696.00
Support Visits		69,960.00		69,960.00		69,960.00	209,880.00
Fringe Benefits		57,500.00		57,500.00		57,500.00	172,500.00
<b>Total Salary and Benefits</b>		257,324.00		257,324.00		257,324.00	771,972.00
<b>Operating Expenses</b>							
Office Expenses/Supplies		720.00		720.00		720.00	2,160.00
Equipment							0.00
Rents/Leases		29,400.00		29,400.00		29,400.00	88,200.00
Utilities/Communications		12,978.00		12,978.00		12,978.00	38,934.00
Travel		600.00		600.00		600.00	1,800.00
Software							0.00
Program Costs		9,996.00		9,996.00		9,996.00	29,988.00
Building Main & Equip		6,000.00		6,000.00		6,000.00	18,000.00
<b>Total Operating Expenses</b>		59,694.00		59,694.00		59,694.00	179,082.00
<b>Other Expenses</b>							
Capital Assets							0.00
(OTHER - Please Specify)							0.00
<b>Total Other Expenses</b>		0.00		0.00		0.00	0.00
<b>Total Expenses</b>		317,018.00		317,018.00		317,018.00	951,054.00
<b>Administrative Cost</b>		19,982.00		19,982.00		19,982.00	59,946.00
(Not to exceed 10% of salaries)							
<b>Totals</b>		\$337,000.00		\$337,000.00		\$337,000.00	\$1,011,000.00

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

**SUBAWARD COMPLIANCE****A. DEFINITIONS.**

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

- (1) **Catalog of Federal Domestic Assistance Number ("CFDA#")** means the identifying grant number.
- (2) **Data Universal Numbering System Number ("DUNS#")** means the unique nine-digit identification number assigned to the Subrecipient.
- (3) **Federal Award Identification Number ("FAIN")** identifies each federal award within an agency unique to each federal fiscal year. The federal fiscal year begins October 1 and ends September 30 of the following calendar year.
- (4) **Federal Awarding Agency and Office** is the federal agency and office associated with the federal grant.
- (5) **Subrecipient** means the **non-federal entity** (e.g, state or local government, or a nonprofit organization) receiving a Subaward, from a pass-through entity (e.g., HHSA), to carry out part of a federal program, per 2 CFR part 200.

**B. UNIFORM GUIDANCE PERTAINING TO FEDERAL AWARDS**

- (1) Uniform administrative requirements, cost principles and audit requirements for federal awards are found in Title 2 of the Code of Federal Regulations (CFR) Part 200. Guidance specific to the programs administered by the federal Department of Health and Human Services can be found at 45 CFR Part 75 and guidance specific to programs administered by the federal Department of Agriculture can be found at 2 CFR Part 400, 415, 416, and 418.

**C. AUDIT REQUIREMENT**

- (1) Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to HHSA;
- (2) Pursuant to 2 CFR Part 200 – Subpart D, HHSA requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program expending the Subaward.

- (3) Submit financial reports and supporting documentation to County annually within 30 days of receipt to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005.

**D. SUBAWARD IDENTIFYING INFORMATION**

Federal Awarding Agency and Office	Department of Health and Human Services, Administration for Children and Families
FAIN	1801CAFOST
Grant Title	Foster Care Title IV-E
Program Description	Provide safe and stable out-of-home care for children under the jurisdiction of the state or child welfare agency until the children are returned home safely, placed with adoptive families, or placed in other planned arrangements for permanency. The program provides funds to assist with the costs of foster care maintenance for eligible children; administrative costs to manage the program; and training for public agency staff, foster parents and eligible professional partner agency staff.
CFDA#	93.658
Subrecipient	Northern California Youth & Family
DUNS#	

## VISITATION OBSERVATION REPORT

Case File Name: _____	Visit: <input type="checkbox"/> Monitored	Visit Date: _____
CS Social Worker: _____	<input type="checkbox"/> Unsupervised	Observer: _____
Scheduled start time: _____ am / pm	Scheduled end time: _____ am / pm	Assigned Visit Rm: _____
Actual start time: _____ am / pm	Actual end time: _____ am / pm	
Name of Child Visited: _____	Name of Child Visited: _____	
Name of Child Visited: _____	Name of Child Visited: _____	
Name of Child Visited: _____	Name of Child Visited: _____	
Visitor Name: _____	Relationship to Child(ren): _____	
Visitor Name: _____	Relationship to Child(ren): _____	
Visitor Name: _____	Relationship to Child(ren): _____	
Visitor Name: _____	Relationship to Child(ren): _____	
Visitor Name: _____	Relationship to Child(ren): _____	
<b>Observe the Caregiver's:</b>	<b>Noted Observations:</b>	
Understanding and ability to meet child's needs.	Ability and willingness to implement suggestion on parenting.	
Demonstration of appropriate discipline / behavior management.	Ability to integrate and demonstrate information obtained in parenting classes.	
Relationship with Child (Trust and Reliance).	Emotional state during visit and its impact on ability to parent.	
Acceptance of Child.	Age appropriate activities, snacks, or gifts brought to visits.	
Lack of sexual undertones during visit.	Ability to handle multiple children at once.	
Lack of fear during visit.	Ability to maintain roles/ boundaries.	
Quality and duration of engagement with child throughout visit.	Other strengths or concerns identified on referral.	
<b>Transition Begin:</b>		
<b>Observations:</b>		
<b>Transition End:</b>		
Signed: _____		Dated: _____

<b>FAMILY CENTER</b> <b>Youth &amp; Family Programs</b> 1640 West Street, Redding, CA 96007 Ph: 530.242.1855 Fax: 530.241.8135					
The Family Center's goal is to provide an environment that is supportive, encouraging, and welcoming to all families. Please provide feedback to help us improve our service. (Please circle your response below)					
<b>STATEMENT OF EXPERIENCE</b>	<b>RATINGS</b>				
The Family Center supports me in establishing/maintaining my relationship with my child/relative.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Family Center staff are available and willing to listen to my concerns.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Family Center staff gives me specific parenting feedback during my visits.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I am clear about the visit guidelines and what is expected of me in visits.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Family Center staff connects me to other resources in the community that will help my family.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The Family Center is safe and clean.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The Family Center visit rooms are comfortable and provide activities for my family.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
What are the strengths of the Family Center?					
What are the areas needing improvement?					
Any other comments/feedback regarding the Family Center:					

## PROTECTIVE FACTORS SURVEY

(Program Information- For Staff Use Only)

Agency ID \_\_\_\_\_ Participant ID # \_\_\_\_\_

Name of Person Delivering Service: \_\_\_\_\_

1. Date survey completed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

2. How was the survey completed?

- ☐ Completed in face to face interview
- ☐ Completed by participant with program staff available to explain items as needed
- ☐ Completed by participant without program staff present

3. Has the participant had any involvement with Child Protective Services?

- ☐ NO
- ☐ YES
- ☐ NOT SURE

4. **Type of Services:** Select services that most accurately describe what the participant is receiving.

- ☐ Caregiver Education
- ☐ Caregiver Support Group
- ☐ Caregiver/Child Interaction
- ☐ Advocacy (self, community)
- ☐ Fatherhood Program
- ☐ Planned and/or Crisis Respite
- ☐ Homeless/Transitional Housing
- ☐ Resource and Referral
- ☐ Family Resource Center
- ☐ Skill Building/Ed for Children
- ☐ Adult Education (i.e. GED/Ed)
- ☐ Job Skills/Employment Prep
- ☐ Pre-Natal Class
- ☐ Family Literacy
- ☐ Marriage Strengthening/Prep
- ☐ Home Visiting
- ☐ Other (If you are using a specific curriculum, please name it here)

5. **Participants Attendance:** (Estimate if necessary)

Number of hours of service offered to the consumer: \_\_\_\_\_

Number of hours of service received by the consumer: \_\_\_\_\_

*This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research \* Public Service through funding provided by the US Department of Health and Human Services*

# PROTECTIVE FACTORS SURVEY

Agency ID \_\_\_\_\_ Participant ID # \_\_\_\_\_

1. Sex: ☐ Male ☐ Female

2. Age (in years): \_\_\_\_\_

3. Race/Ethnicity: (Please choose the ONE that best describes what you consider yourself to be)

- |   |  |
|---|--|
| <input type="checkbox"/> Native American or Alaskan Native<br><input type="checkbox"/> African American<br><input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Native Hawaiian/Pacific Islanders<br><input type="checkbox"/> Multi-racial | <input type="checkbox"/> Asian<br><input type="checkbox"/> African Nationals/Caribbean Islanders<br><input type="checkbox"/> Middle Eastern<br><input type="checkbox"/> White (Non Hispanic/European American)<br><input type="checkbox"/> Other |
|---|--|

4. Marital Status:

- ☐ Married    
 ☐ Partnered    
 ☐ Single    
 ☐ Divorced    
 ☐ Widowed    
 ☐ Separated

5. Family Housing:

- ☐ Own                                 ☐ Rent                                 ☐ Shared housing with relatives/friends  
☐ Temporary (shelter, temporary with friends/relatives)     ☐ Homeless

6. Family Income:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$10,000      | <input type="checkbox"/> \$10,001-\$20,000 | <input type="checkbox"/> \$20,001-\$30,000 |
| <input type="checkbox"/> \$30,001-\$40,000 | <input type="checkbox"/> \$40,001-\$50,000 | <input type="checkbox"/> more than 50,001  |

7. Highest Level of Education:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Elementary or junior high school<br><input type="checkbox"/> Trade/Vocational Training<br><input type="checkbox"/> 4-year college degree (Bachelor's) | <input type="checkbox"/> Some high school<br><input type="checkbox"/> Some college<br><input type="checkbox"/> Master's degree | <input type="checkbox"/> High school diploma or GED<br><input type="checkbox"/> 2-year college degree (Associate's)<br><input type="checkbox"/> PhD or other advanced degree |
|--|--|--|

8. Which, if any, of the following do you currently receive? (Check all that apply)

- |                                      |   |   |
|--------------------------------------|---|---|
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Medicaid (State Health Insurance)    | <input type="checkbox"/> Earned Income Tax Credit |
| <input type="checkbox"/> TANF        | <input type="checkbox"/> Head Start/Early Head Start Services | <input type="checkbox"/> None of the above        |

9. Please tell us about the children living in your household.

	Gender		Birth Date	Your Relationship to Child (Check One)						
	Male	Female		Birth parent	Adoptive parent	Grand-parent	Sibling	Other relative	Resource Parent	Other
Child 1			mm/dd/yy							
Child 2										
Child 3										
Child 4										

*If more than 4 children, please use space provided on the back of this sheet.*

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## PROTECTIVE FACTORS SURVEY

**Part I.** Please circle the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time.

<b>Part I</b>		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
In my family, we talk about problems.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
When we argue, my family listens to "both sides of the story."	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
In my family, we take time to listen to each other.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My family pulls together when things are stressful.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My family is able to solve our problems.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

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## PROTECTIVE FACTORS SURVEY

**Part II.** Please circle the number that best describes how much you agree or disagree with the statement.

<b>Part II</b>		<b>Strongly Disagree</b>	<b>Mostly Disagree</b>	<b>Slightly Disagree</b>	<b>Neutral</b>	<b>Slightly Agree</b>	<b>Mostly Agree</b>	<b>Strongly Agree</b>
I have others who will listen when I need to talk about my problems	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
When I am lonely, there are several people I can talk to	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I would have no idea where to turn if my family needed food or housing	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I wouldn't know where to go for help if I had trouble making ends meet	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
If there is a crisis, I have others I can talk to	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
If I needed help finding a job, I wouldn't know where to go for help.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

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## PROTECTIVE FACTORS SURVEY

**Part III.** This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services. Please write the child's age or date of birth and then answer the questions with this child in mind.

Child's Age \_\_\_\_\_ or Child's Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Part III</b>		<b>Strongly Disagree</b>	<b>Mostly Disagree</b>	<b>Slightly Disagree</b>	<b>Neutral</b>	<b>Slightly Agree</b>	<b>Mostly Agree</b>	<b>Strongly Agree</b>
There are many times when I don't know what to do as a caregiver.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I know how to help my child learn.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My child misbehaves just to upset me.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

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## PROTECTIVE FACTORS SURVEY

**Part IV.** Please tell us how often each of the following happens in your family.

<b>Part IV</b>		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
I praise my child when he/she behaves well.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
When I discipline my child, I lose control.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I am happy being with my child.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My child and I are very close to each other.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I am able to soothe my child when he/she is upset.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I spend time with my child doing what he/she likes to do.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

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**FAMILY CENTER      Youth & Family Programs**

1640 West Street, Redding CA. 96001  
 Ph: 530.242.1855      Fax: 530.241.8135  
 Clee@youthandfamily.info

**VISITATION REFERRAL**

SW Name(s):	Phone:	Date:
FW Name:	Phone:	
Child's Name:	DOB:	Age:
Ethnicity:	Disability:	
Current Care Provider:		Phone:
Care Provider Licensing Agency:		Phone:
Child's Name:	DOB:	Age:
Ethnicity:	Disability:	
Current Care Provider:		Phone:
Care Provider Licensing Agency:		Phone:
Child's Name:	DOB:	Age:
Ethnicity:	Disability:	
Current Care Provider:		Phone:
Care Provider Licensing Agency:		Phone:
Child's Name:	DOB:	Age:
Ethnicity:	Disability:	
Current Care Provider:		Phone:
Care Provider Licensing Agency:		Phone:

**AUTHORIZED VISITORS (If only relative visit, please do not include parents)**

Mother:	Disability:	
Phone/Alternate Number:		Ethnicity:
Father:	Disability:	
Phone/Alternate Number:		Ethnicity:
Relative:	Disability:	
Phone/Alternate Number:		Ethnicity:
Relative:	Disability:	
Phone/Alternate Number:		Ethnicity:
Day Of Week Requested:	Time Requested:	
Length Per Visit:	Visits Per Week:	
Current Visit Schedule:		

<b><u>APPROVED VISITORS WHO MAY ATTEND</u></b>	
Name:	Frequency:
Relationship:	
Name:	Frequency:
Relationship:	
Name:	Frequency:
Relationship:	
Name:	Frequency:
Relationship:	

<b><u>LEVEL OF SUPERVISION</u></b>				
<input type="checkbox"/> Monitored	<input type="checkbox"/> Start/Stop	<input type="checkbox"/> Drive	<input type="checkbox"/> Walk	<input type="checkbox"/> Stay in Building

**NOTE: FAMILY CENTER STAFF MAY TRANSPORT CHILDREN**

**DATE CHILD(REN) WERE REMOVED:**

**REMOVAL REASON:**

**DANGER STATEMENT / SAFETY GOAL:**

**DOES THIS FAMILY HAVE A PAST CHILD WELFARE CASE?**    ☐ YES    ☐ NO

**ISSUE OF CONCERN (Please explain on the next page):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Physical Abuse          | <input checked="" type="checkbox"/> Emotional Abuse | <input type="checkbox"/> Sexual Abuse   |
| <input type="checkbox"/> Neglect                 | <input type="checkbox"/> Drug Abuse                 | <input type="checkbox"/> Alcohol Abuse  |
| <input type="checkbox"/> Domestic Violence       | <input type="checkbox"/> Mental Health/ Mom-Dad     | <input type="checkbox"/> Child Behavior |
| <input type="checkbox"/> DD Parent               | <input type="checkbox"/> Mental Health/ Child       | <input type="checkbox"/> Medical Issues |
| <input type="checkbox"/> Parent has a disability |   |   |

**ARE THERE CURRENT RESTRAINING ORDERS?**    ☐ YES    ☐ NO

**FURTHER DETAILS / OTHER ISSUES:**



# Health and Human Services Agency

## Children's Services

Youth & Family Programs

Family Center

### PARENTING CLASS REFERRAL

1313 Yuba Street  
Redding, CA 96001-1012  
PO Box 496005  
Redding, CA 96001-6005  
Phone: (530) 225-5705  
Fax: (530) 225-5190

Caregiver's Name:		Caregiver's Name:		Social Worker:	
Caregiver's Phone:		Caregiver's Phone:		Phone:	
Child's Name	Age	DOB	SSN (last 4)	Gender	Living at Home Y/N?
Reason for CFS involvement:					
Areas of concern:					

PARENTING CLASS - 6 WEEK PROGRESS				
Class start date:	Class finish date:	Level of participation:	Good    Fair    Poor	Class hours missed:
		Topics missed:		
Comments on attainment of parenting skills:				

PARENTING CLASS - FINAL				
Class start date:	Class finish date:	Level of participation:	Good    Fair    Poor	Class hours missed:
		Topics missed:		
Comments on attainment of parenting skills:				

## Triple P® Required Evaluations

### Shasta County Online Triple P® Scoring Application Required Data Fields

#### Focus Child

- What Organization/Agency is providing services for this child?
- Last four digits of child's SSN.
- Level providing.
- Date intervention commenced.
- Date intervention ended.
- Caregiver's zip code.
- Child's gender.
- Child's age today.
- Child's date of birth.

#### Family Members/Caregivers

- Add family members.
- Is intervention complete?
- Relationship to child.
- Caregiver's marital status.
- Which best describes the household in which the child is presently living?
- Caregiver's primary language.
- Caregiver's race/ethnicity.
- What culture does Caregiver identify with?
- How did Caregiver hear about Triple P or who referred Caregiver?

### Shasta County Online Triple P® Scoring Application Required Surveys

#### Level 4 Standard, Level 4 Group

- Client Satisfaction Survey (Post Only)
- Being a Parent (PSOC) (Pre/Post)
- Strengths and Difficulties Questionnaire (Pre/Post)
- Depression, Anxiety, Stress Scale – 42 Question Survey (Pre/Post)

#### Level 4 Standard Teen, Level 4 Group Teen

- Client Satisfaction Survey (Post Only)
- Parenting Scale – Adolescent (Pre/Post)
- Strength and Difficulties Questionnaire (Pre/Post)
- Depression, Anxiety, Stress Scale- 21 Question Survey (Pre/Post)

## EXHIBIT I

## EXPENDITURE REPORT

Organization Name

Address

City, ST Zip

Check for final Report ☐

Date of Report

Term of Contract:

Period of Report:

**BUDGET CATEGORY****Personnel/Position**Approved  
Budget

This Period

Previous  
Periods

YTD

Remaining  
Balance

Fringe Benefits

**Total Salary and Benefits****Operating Expenses**

Office Expenses/Supplies

Equipment

Rents/Leases

Utilities/Communications

Travel

**Total Operating Expenses****Other Expenses**

Capital Assets

(OTHER - Please Specify)

**Total Other Expenses****Total Expenses****Administrative Cost**

(Not to exceed 10% of Salaries)

**Totals**

\$-,---.---

**Invoice Total**

Prepared by: (type name here)

Date

Telephone #

**FOR COUNTY USE ONLY:**

Cost Center

Project Code

Account Code

Activity Code



**Triple P® Semi-Annual  
Implementation Report**

**Name of Organization:**

**Report Period:**

**1. List the staff names, his/her Triple P® accredited levels, and whether or not they were active this during this reporting period:**

**2. For Triple P® Level 4 Groups this reporting period please provide:**

Start Date	Standard	Teen	End Date	# of Participants	# of Participants that Completed	# of Sessions
1.	<input type="checkbox"/>	<input type="checkbox"/>				
2.	<input type="checkbox"/>	<input type="checkbox"/>				
3.	<input type="checkbox"/>	<input type="checkbox"/>				
4.	<input type="checkbox"/>	<input type="checkbox"/>				
5.	<input type="checkbox"/>	<input type="checkbox"/>				
6.	<input type="checkbox"/>	<input type="checkbox"/>				
7.	<input type="checkbox"/>	<input type="checkbox"/>				
8.	<input type="checkbox"/>	<input type="checkbox"/>				
9.	<input type="checkbox"/>	<input type="checkbox"/>				

**3. Briefly describe some of the success and barriers your Organization has experienced in implementing Triple P® this reporting period?**

- Success:

- Barriers:

**4. For individual Triple P<sup>®</sup> services this reporting period please provide the following:**

[illegible]

Submit completed reports to: [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us)

## Visitation Statistical Report

Month/Year: \_\_\_\_\_

Item	Hours		Count	
	On-Site	Off-Site	On-Site	Off-Site
1. Total Visits Scheduled				
2. Visits Scheduled Levels:				
a. Visit Level - Supervised				
b. Visit Level - Monitored				
c. Visit Level - Start/Stop				
3. Visit No-Shows or Cancellations:				
a. Cancel by Client				
b. No-show by Client				
c. Administrative Cancellations				
4. Visits Completed				
5. Number of Visits Completed by Type				
a. Biological Parents				
b. Extended Family Members				
c. Siblings				
d. Caregivers				
6. Total New Referrals in month				
7. Total New Families served in month				
8. Families Leaving Family Center				
9. Total Number of Families served				
10. Total Capacity				
11. Number of times Bio and Resource Parents shared child related information with each other				
<b>Narrative:</b> <i>(add additional pages if needed)</i>				
1. What is working well this month?				
2. What trainings were attended and/or presented?				
3. What are the program goals for next month?				
4. Other relevant information:				
Completed By:			Date:	

## CALIFORNIA CHILD WELFARE CORE PRACTICE MODEL PRACTICE BEHAVIORS



### ***California Child Welfare Core Practice Model Practice Behaviors***

#### **I. Foundational Behaviors**

##### **I. FOUNDATIONAL BEHAVIORS**

###### **1. *Be open, honest, clear, and respectful in your communication.***

- a. Use language and body language that demonstrate an accepting and affirming approach to understanding the family.
- b. Ask people how they prefer to be addressed, and address individuals by the name or title and pronouns they request in person and in writing.
- c. Show deference to Tribal leadership and their titles in written and verbal communication.
- d. Be open and honest about the safety threats and circumstances that brought the family to the attention of the agency, what information can be shared among team members, and what information will be included in court reports.
- e. Be transparent about the role of the court and the child welfare agency.
- f. Ask family members what method of communication they prefer, use age-appropriate language that everyone can understand, and confirm with family members that your communication meets their language and literacy needs.

###### **2. *Be accountable.***

- a. Model accountability and trust by doing what you say you're going to do, be responsive (including returning calls, texts, and emails within 24 business hours), be on time (including submitting reports on time and being on time for appointments), and follow ICWA and other federal and state laws.
- b. Be aware of and take responsibility for your own biases, missteps, and mistakes.

##### **II. ENGAGEMENT BEHAVIORS**

###### **3. *Listen to the child, youth, young adult, and family, and demonstrate that you care about their thoughts and experiences.***

- a. Listen attentively and use language and concepts that the family has used.
- b. Use a trauma-informed approach to acknowledge and validate venting, expressions of anger, and feelings of grief and loss.
- c. Reflect what you heard so the child, youth, young adult, and family can see that you understood.

###### **4. *Demonstrate an interest in connecting with the child, youth, young adult, and family, and help them identify and meet their goals.***

- a. Express the belief that all families have the capacity to safely care for children and youth.
  - b. Use positive motivation, encouragement, and recognition of strengths to connect with youth and express the belief that they have the capacity to become successful adults.
  - c. Reach out to children and families in ways that are welcoming, appropriate, and comfortable for them, and make a special effort to engage fathers and paternal relatives to build connections and engage them as family members and team members.
  - d. Affirm the unique strengths, needs, life experience and self-identified goals of each child, youth, young adult, and family.
  - e. Show your interest in learning about the family and their culture, community, and tribes.
  - f. Ask global questions followed by more descriptive questions that encourage exchange.
  - g. Honor the role of important cultural, community, and tribal leaders the child, youth, young adult, and family have identified.
- 5. *Identify and engage family members and others who are important to the child, youth, young adult, and family.***
- a. Ask questions about relationships and significant others early and often.
  - b. Search for all family members, including fathers, mothers, and paternal and maternal relatives through inquiry, early and ongoing Internet search, and review of records.
  - c. Work quickly to establish paternity and facilitate the child or youth's connection with paternal relationships.
  - d. Contact family, cultural, community, and tribal connections as placement options, team members, and sources of support.
- 6. *Support and facilitate the family's capacity to advocate for themselves.***
- a. Coordinate with the family's formal and informal advocates to help the family find solutions and provide on-going support.
  - b. Promote self-advocacy by providing opportunities for children, youth, young adults, and families to actively share perspectives and goals.
  - c. Incorporate the family's strengths, resources, cultural perspectives, and solutions in all casework.

### III. ASSESSMENT BEHAVIORS

- 7. *From the beginning and throughout all work with the child, youth, young adult, family, and their team, engage in initial and on-going safety and risk assessment and permanency planning:***
- a. Explain the assessment process to the child, youth, young adult, and family so they know what to expect, and check in early and often to be sure they understand.
  - b. Explore the child, youth, young adult, and family's expressed and underlying needs by engaging them in communicating their experiences and identifying their strengths, needs, and safety concerns.
  - c. Talk to children, youth, and young adults about their worries, wishes, where they feel safe, where they want to live, and their ideas about permanency, and incorporate their perspective.
  - d. Use tools and approaches that amplify the voices of children and youth.
  - e. Ask the family what is working well and what they see as the solution to the circumstances that brought them to the attention of the child welfare agency.
  - f. Apply information to the assessment process using the family's cultural lens.

#### IV. TEAMING BEHAVIORS

**8. *Work with the family to build a supportive team.***

- a. With the family's permission, contact family, cultural, community, and Tribal connections, and ask them to serve as team members as early as possible.
- b. Ask initially and throughout the family's involvement if they would like a support person or peer advocate on their team.
- c. Explore with the family how culture might affect the development of the team and the teaming process.
- d. Facilitate early and frequent sharing of information and coordination among parents, caregivers and agency partners.
- e. Facilitate development of a mutually supportive relationship between the parents and caregivers.

**9. *Facilitate the team process and engage the team in planning and decision-making with and in support of the child, youth, young adult, and family.***

- a. Make sure team members have the information they need.
- b. Facilitate critical thinking, discussion, mutual exploration of issues, and consensus building toward the goal of shared decision-making.
- c. Help the team recognize that differences will occur and assist them to work through conflicts.
- d. Develop a shared understanding about safety, permanency, and well-being issues to be addressed with the team.
- e. Ensure that all team members understand that legal, regulatory, and policy constraints may limit shared decision making options available to address the family members' needs, including placement options, reunification, and service options.
- f. Build connections to identified services and supports by designating a team member to follow-up with that referral.

**10. *Work with the team to address the evolving needs of the child, youth, young adult, and family.***

- a. Facilitate dialogue about how supports and visitation plans are working.
- b. Explore with team members what roles they can play over time to strengthen child safety and support the family.
- c. Help the team adapt to changing team member roles.

**11. *Work collaboratively with community partners to create better ways for children, youth, young adults, and families to access services.***

#### V. SERVICE PLANNING AND DELIVERY BEHAVIORS

**12. *Work with the family and their team to build a plan that will focus on changing behaviors that led to the circumstances that brought the family to the attention of the child welfare agency and assist the child, youth, young adult, and family with safety, trauma, healing, and permanency.***

- a. Describe how family strengths, safety threats, and priority needs will be addressed in the plan.
- b. Describe strengths in functional terms that can support the family members in completing their plan.
- c. Share information about agency programs, providers, resources, and supports.
- d. Encourage and support the participation of children, youth, young adults, family, Tribe, and team in identifying culturally sensitive services, supports, visitation activities, and traditions that

address family members' unique underlying needs even if this means accepting practices that may be unfamiliar to the social worker.

- e. Ask the family members if they need help meeting basic needs for food, shelter, and medication so they can focus on addressing the problems underlying their involvement with the child welfare agency.
- f. Advocate for, link the family to, and help family members access the services, supports, and visitation activities identified in the plan.
- g. Assure the family receives needed information, preparation, guidance, and support.
- h. Adapt services and supports to meet changing family needs based on ongoing assessment, progress toward goals, and decisions made by the family and their team.

## VI. TRANSITION BEHAVIORS

### ***13. Work with the family to prepare for change in advance and provide tools for managing placement changes, social worker changes, and other significant transitions.***

- a. Reduce the role of child welfare and professional services over time and facilitate an increased role for the family's network and natural supports to help the family build an ongoing support system.
- b. Coordinate with the family's formal and informal advocates to help the family find solutions and provide on-going support after the child welfare agency is no longer involved.

### Youth & Family – Family Center Parenting Class Progress Report

A brief questionnaire to be completed by the Group Leader regarding each participant at 4 week intervals of the 16-week parenting class.

Client Name:

Date of Class Start:

Social Worker:

Date of Class End:

Rate Parents' using the following scale: (1 = weak 2 = moderate 3 = fair 4 = good 5 = strong)	Score (1-5)				
	Initial	4 Weeks	8 Weeks	12 Weeks	16 Weeks
Parents' demonstrated behaviors related to self-esteem, building a positive parental identity and building the self-esteem of their children.					
Parents' demonstrated behaviors in handling stress and anger.					
Parents' knowledge of growth and development of children, including, but not limited to, safety, nutrition, and health.					
Parents' demonstrating communication skills and how they listen to and speak with his or her child or children.					
Parents' behaviors related to positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect.					
Parents' knowledge of boundaries and permissible sexual conduct by adults with regard to children.					
Parents' behaviors and attitudes towards sensitivity to cultural differences in child rearing practices.					
Level of participation by parent in parenting classes.					
Group Leaders' assessment of parents' gain in knowledge about parenting.					

**Youth & Family – Family Center  
Parenting Class Progress Report**

<b>Overall Information</b>	<b>4 Weeks</b>	<b>8 Weeks</b>	<b>12 Weeks</b>	<b>16 Weeks</b>
Number of course hours completed				
Level of engagement (none/a little/a lot)				
Was the parent disruptive or dismissed from the class? Y/N				

Any Additional Comments, Concerns, or Input regarding this Parent related to the Parenting Class:

**You MUST complete and submit this questionnaire electronically to  
[cscontracts@co.shasta.ca.us](mailto:cscontracts@co.shasta.ca.us) at each time interval  
(initial, 4 weeks, 8 weeks, 12 weeks, 16 weeks).**

<b>Week</b>	<b>Group Leader Name:</b>	<b>Group Leader Signature</b>	<b>Date Questionnaire Completed</b>	<b>Date Questionnaire Emailed</b>
<b>4</b>				
<b>8</b>				
<b>12</b>				
<b>16</b>				

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Health and Human Services-18.

**SUBJECT:**

Agreement with California Department of Health Care Services and First Amendment with Northern Valley Catholic Social Service with for Crisis Counseling Program

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize: (1) The Health and Human Services Agency (HHS) Director, Donnell Ewert, to sign a retroactive agreement, Agreement No. 18-95366, and accompanying retroactive certification documents, with the California Department of Health Care Services (DHCS), funded by the Federal Emergency Management Agency (FEMA), in an amount not to exceed \$339,783.26 to provide reimbursement of costs related to crisis counseling assistance and training (CCP) due to the Carr Fire for the period August 4, 2018 through June, 30, 2019; (2) the Chairman to sign a retroactive amendment, effective September 11, 2018, with Northern Valley Catholic Social Service, Inc. to provide FEMA-funded CCP services increasing the maximum amount by \$73,284.35 (from \$199,546 to \$272,830.35) and revising applicable budget exhibits, retaining the term of September 11, 2018 through June 30, 2019; and (3) the HHS Director, or any HHS Branch Director designated by the HHS Director, to sign prospective and retroactive amendments to the DHCS agreement, including amendments to make line item shifts within a budget category and across existing budget categories, as long as the adjustment in the aggregate, does not increase total compensation payable under this agreement, and other related documents that do not otherwise result in a substantial or functional change to the intent of the original agreement as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

Approval of the recommendations will allow the California Department of Health Care Services (DHCS) to reimburse costs, funded by the Federal Emergency Management Agency (FEMA), for equipment, public messaging, and other materials in preparation to launch the crisis counseling program and training (CCP) to Health and Human Services Agency (HHS) and to Northern Valley Catholic Social Service, Inc. (NVCS) for CCP services within the Immediate Services Program (ISP) and ISP extension period retroactively, in order to assist individuals and communities recovering from the effects of these natural disasters.

**DISCUSSION**

On September, 11, 2018 the Board approved and accepted the FEMA supplemental grant Notice of Award (August 21, 2018), through DHCS application, and also the NVCSS agreement authorizing individual assistance for persons in Shasta County affected by the Carr Fire for \$339,783.26 for the Immediate Services Program (ISP) through June 30, 2019. The CCP is a federally funded supplemental program administered by the U.S. Department of Homeland Security (DHS) and FEMA. Since the Notice of Award, DHCS began their internal contract review process to assemble the agreement (ISP Agreement) between DHCS and County for monthly ISP reimbursements.

While DHCS was processing the ISP Agreement, HHSA has been continually purchasing equipment and preparing public messaging materials to support NVCSS to perform the CCP services; NVCSS immediately began recruiting crisis counselors and team leads. Since the Board's approval, both HHSA and NVCSS have been actively reporting to DHCS on weekly conference calls with status updates related to onboarding staff for the CCP services. In addition, NVCSS inquired to other county community-based organizations, such as Sonoma County (Sonoma), who also utilized CCP services in response to the Sonoma Complex Fires by analyzing Sonoma's existing materials covering the implementation/management plan, and other documents related to Sonoma's plan of action.

In October, DHCS submitted a request to FEMA to transition ISP into the Regular Services Program (RSP), initiating the ISP Extension period. Existing ISP funding is provided to cover the period from the day after the end of the ISP to the award date of the RSP. FEMA's review process time for the RSP is estimated to take between six and eight weeks. Once FEMA approves RSP, it may take an additional eight weeks to receive final congressional approval, and DHCS projects the ISP Extension phase will remain in effect through February 2019. If a RSP application is not approved, then an ISP programmatic and fiscal report is due 90 days from the end of the ISP period end date.

On October 8, 2018, DHCS conducted a mandatory two-day training with NVCSS staff (a prerequisite to CCP services) covering course objectives: individual crisis counseling, basic supportive or educational contact, group crisis counseling, public education, community network and support, assessment, referral and resource linkage through authorized data collection procedures, development and distribution of educational materials, and media and public service announcements. NVCSS shall provide services to up to 3,598 clients during the ISP component of the CCP.

The HHSA anticipated receiving the DHCS ISP Agreement in late September and expected it to arrive retroactively because the ISP Agreement effective date aligns with the President's official Declaration of Emergency, August 4, 2018. However, DHCS required additional time to review and process prior to HHSA receiving the ISP Agreement on October 25, 2018. The NVCSS amendment is also retroactive to allow recalculated cost to cover both ISP and ISP Extension periods until the RSP is approved by FEMA; the RSP approval will require DHCS to amend the ISP Agreement (ISP-to-RSP Amendment).

The HHSA is expected to receive the DHCS ISP-to-RSP Amendment later this month and plans to return to the Board to recommend approval of the DHCS ISP-to-RSP Agreement and amend the NVCSS agreement, a second time, to incorporate RSP funding.

## **ALTERNATIVES**

The Board could choose not to accept the funding and approve the agreement and amendment.

## **OTHER AGENCY INVOLVEMENT**

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

## **FINANCING**

The grant funding will cover the costs of the agreement with NVCSS as well as provide funding for HHSA staff providing CCP services. Sufficient appropriations and revenue were included in the appropriate HHSA Fiscal Year 2018-19 Adopted Budgets. There is no additional General Fund impact with the recommendation.

## **ATTACHMENTS:**

Description	Upload Date	Description
DHCS Agreement	11/5/2018	DHCS Agreement
NVCSS - First Amendment	11/5/2018	NVCSS - First Amendment

# BOARD OF SUPERVISORS REGULAR MEETING - November 13, 2018

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18-95366

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Services

CONTRACTOR NAME

County of Shasta

2. The term of this Agreement is:

START DATE

August 4, 2018

THROUGH END DATE

June 30, 2019

3. The maximum amount of this Agreement is:

\$339,783.26

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B	Attachment I - Budget	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D(F)	Special Terms & Conditions (Attached hereto as part of this agreement)	26
	Notwithstanding provisions 5, 6, 15, 16, 17, 22, 23, 29, and 30 which do not apply to this agreement.	
Exhibit E	Additional Provisions	2
Exhibit F	HIPAA Business Associate Addendum	15
Exhibit G	Travel Reimbursement Information	2
Exhibit H	Contractor's Release	1
Exhibit I	Contractor Equipment Purchased with DHCS Funds	2
Exhibit J	Inventory/Disposition of DHCS-Funded Equipment	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

### CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Shasta

CONTRACTOR BUSINESS ADDRESS

P.O. Box 496048

CITY

Redding

STATE

CA

ZIP

96049-6048

PRINTED NAME OF PERSON SIGNING

Donnell Ewert

TITLE

MPH, Mental Health Director

CONTRACTOR AUTHORIZED SIGNATURE

APPROVED AS TO FORM:

*David M. Yorton, Jr.* 11/2/18

DAVID M. YORTON, JR.

Senior Deputy County Counsel

### RISK MANAGEMENT APPROVAL

BY:

*James Johnson* 11/02/18

Risk Management Analyst

DATE SIGNED

IT Approved:

*Thomas Schreiber* 11-5-2018

Thomas Schreiber, CIO

BOARD OF SUPERVISORS REGULAR MEETING - November 13, 2018

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18-95366

PURCHASING AUTHORITY NUMBER (if applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Services

CONTRACTING AGENCY ADDRESS

1000 G Street, 4th Floor, MS 2400, P.O. Box 997413

CITY

Sacramento

STATE

CA

ZIP

997413

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

Chief, Contract Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

**Exhibit A**  
**Scope of Work****1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Federal Emergency Management Agency (FEMA) provides assistance to states that suffer natural disasters pursuant to the Stafford Act. Section 416 of that Act authorizes FEMA to fund behavioral health services and training following a natural disaster. Pursuant to that section of the Act FEMA funds crisis counseling and related services through the Federal Crisis Counseling Assistance and Training Program (CCP) for a limited period of time.

The CCP is comprised of three funding terms:

- A. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration;
- B. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP). The review and approval process time for the RSP is estimated to take between six and eight weeks.
- C. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.

In August 2018 there were wildfires in two counties: Lake and Shasta. On August 4, 2018, the State of California received a Presidential Disaster Declaration for the wildfires (FEMA-4382-DR-CA), which authorized California to apply for CCP funding. California successfully applied for funding for the ISP.

The State of California provides a comprehensive array of Specialty Mental Health Services to Medi-Cal beneficiaries in each county through a county mental health plan, which contracts with DHCS to provide those services. County mental health plans are required to provide or arrange for the provision of Specialty Mental Health Services to Medi-Cal beneficiaries. Each county's behavior health (or mental health) department operates its mental health plan and is able to arrange for the provision of crisis counseling services.

This Agreement provides CCP funding to Shasta County's Department of Behavioral Health to provide crisis counseling and related services pursuant to the initial 60 day CCP funding term, the ISP. In order to address the need for crisis counseling services in Shasta County, and in accordance with CCP requirements, Contractor shall provide the following services during the period August 4, 2018 to June 30, 2019:

- A. Recruitment of diverse crisis counselors
- B. Crisis counseling services
- C. Media/marketing and outreach
- D. Data collection
- E. Training
- F. Invoicing

**Exhibit A**  
**Scope of Work****2. Service Location**

The services shall be performed at all applicable locations within the County of Shasta.

**3. Service Hours**

The services shall be provided during hours and on any day of the week that adequately meets the needs of the community.

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

<b>Department of Health Care Services</b>	<b>County of Shasta</b>
Contract Manager: Donna Ures Telephone: (916) 713-8802 Fax: (916) 440-7621 Email: donna.ures@dhcs.ca.gov	Contract Manager: Donnell Ewert, MPH Telephone: (530) 225-5899 Fax: Email: dewert@co.shasta.ca.us

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>County of Shasta</b>
MHSA Oversight & Fiscal Reporting Attention: Donna Ures Mail Station Code 2704 1500 Capitol Avenue, MS 2704 P.O. Box 997413 Sacramento, CA, 95899-7413  Telephone: (916) 713-8802 Fax: (916) 440-7621 Email: donna.ures@dhcs.ca.gov	Department of Mental Health Attention: Donnell Ewert, MPH, Mental Health Director P.O. Box 496048 Redding, CA 96049-6048  Telephone: (530) 225-5899 Fax: Email: dewert@co.shasta.ca.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. Services to be Performed**

A. Contractor agrees to comply with all applicable federal and state requirements, including the following: the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget, applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the state, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement, 44 Code of Federal Regulations Section 206.171, 42 Code of Federal Regulations Part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding. CCP funding shall not be used to supplant existing resources. County expenditure of CCP funds are subject to state

**Exhibit A**  
**Scope of Work**

and federal oversight, including onsite program performance reviews and federal audits. (44 C.F.R. § 206.171 (k) and 42 C.F.R. § 38.9)

For your reference, FEMA secondary guidance, which is current as of July 20, 2018, is accessible at the following link <https://www.samhsa.gov/dtac/ccp-toolkit>. Paragraphs B through G generally describe the services Contractor is to perform. If there is a conflict between Contractor's obligations pursuant to paragraph A and paragraphs B-G, Contractor shall comply with its obligations pursuant to paragraph A.

Contractor shall provide the following CCP Services during the period August 4, 2018 to June 30, 2019:

**B. Recruitment**

1. Contractor shall recruit and select a behavioral health specialist as staff to serve as Team Leader. The Team Leader shall be directly responsible for:
  - a) Recruiting and selecting paraprofessionals to serve as crisis counselors;
  - b) Training, supervising, and debriefing crisis counselors;
  - c) Providing coordination and oversight of the crisis counselors plan of service;
  - d) Performing crisis counseling services as necessary;
  - e) Assessing individuals who may require traditional mental health or substance use treatment;
  - f) Conducting ongoing needs assessment utilizing the data described in section D, Data Collection; and
  - g) Coordinating data collection activities and reviewing data form submissions for accuracy.
2. Contractor shall recruit and select paraprofessionals to serve as crisis counselors.
  - a) The Contractor shall make a good faith effort to recruit crisis counselors that reflect the demographics of Shasta County, including youth, and counselors who are bilingual and bicultural in English and Spanish.
  - b) The CCP crisis counselors shall work in pairs when deployed into the field.

**C. Crisis Counseling Services**

1. Crisis Counseling Services shall focus on preventing or mitigating adverse repercussions from the wildfires. Crisis counselors shall provide individual and group crisis counseling, emotional support, public education, and referrals as needed.
2. Counseling services shall include:
  - a) Brief educational or supportive contact
  - b) Individual, family, and group crisis counseling
  - c) Assessment, referral and resource linkage
  - d) Community support and networking public education, and
  - e) Development and distribution of educational materials

**Exhibit A**  
Scope of Work

3. Contractor shall ensure the following:
  - a) (Anonymous) – Crisis counselors will not classify, label, or diagnose people; counselors will not keep records or case files;
  - b) (Outreach Oriented) – Crisis counselors will deliver services in communities rather than waiting for survivors to seek their assistance;
  - c) (Conducted in nontraditional settings) – Crisis counselors will typically make contact with victims of the wildfires in homes and communities, not in clinical or office settings; and
  - d) (Designed to strengthen existing community support systems) – the CCP services provided pursuant to this Agreement will supplement and never supplant or replace existing services.
4. Crisis Counselors shall consider the following principles in providing counseling services:
  - a) Strengths based – CCP services promote resilience, empowerment, and recovery; and
  - b) Culturally Sensitive – The CCP model embraces cultural and spiritual diversity as reflected in the CCP culturally relevant outreach activities.

**D. Media and Marketing/Outreach**

Contractor shall develop and deliver public messaging, provide information regarding crisis counseling services, and encourage community participation by:

- a) Advertising on local radio stations
- b) Advertising in local newspapers (paper and online)
- c) Posting information on the Contractor's website and social media outlets
- d) Establishing/utilizing toll free phone numbers or hotlines
- e) Promoting word of mouth promulgation and engaging in community networking.

**E. Data Collection**

1. The Contractor is responsible for data collection and shall do the following:
  - a) Implement and oversee the data collection activities
  - b) Collect and analyze CCP data, provide data analysis and feedback to the State and County Mental Health management staff to improve program services;
  - c) Provide technical assistance to CCP staff on data collection
  - d) Work closely with the team lead and the State to ensure the accuracy of completed forms or data collection tools.
2. Contractor shall ensure data is collected in accordance with the FEMA Crisis Counseling Assistance and Training Program (CCATP) data toolkit, as approved by the US Office of Management and Budget (OMB No. 0930-0270) with an expiration date of 09/30/2018. All CCP invoices and service delivery data is to be sent to the Department, Attention MHSA Oversight and Fiscal Reporting Section, Donna Ures.

**Exhibit A**  
Scope of Work

3. DHCS shall provide the Contractor with website links to FEMA's CCATP data toolkit that include the following data collection tools:
  - a) Individual/Family Crisis Counseling Services Encounter Log
  - b) Group Encounter Log
  - c) Weekly Tally Sheet
  - d) Participant Feedback Survey
  - e) Adult Assessment and Referral Tool
  - f) Child/Youth Assessment and Referral Tool; and
  - g) Service Provider Feedback Survey.
4. Contractor shall ensure all staff who perform services that are funded through this Agreement are trained in the federal data collection requirements. The data shall be entered weekly via the CCP Online Data Collection and Evaluation System. The data specialist shall have weekly meetings with the State to ensure that all data requirements are being met. The data collected shall consist of:
  - a) Individual/Family Crisis Counseling Services Encounter Logs
  - b) Group Encounter Logs
  - c) Weekly Tally Sheets
  - d) Assessment and Referral Tools
  - e) Participant Feedback Surveys

**F. Training**

1. Contractor shall ensure that all crisis counselor staff who perform services who are funded through this Agreement complete the Core Content Training (CCT). CCT will be provided by the State. In addition, an abbreviated version is available online. The CCT (abbreviated version) shall be taken by each crisis counselor within five (5) days of appointment.
2. The CCT is intended to:
3. Provide CCP staff with an understanding of the CCP model
4. Ensure CCP staff are competent with crisis counseling interventions and are able to identify severe reactions to disaster
5. Ensure CCP staff can provide appropriate referrals to individuals in need
6. Ensure CCP staff are able to collect program data.
7. The Contractor shall ensure all CCP program, fiscal, and data evaluation staff attend trainings required by FEMA.
8. If Contractor receives CCP RSP Contract funding, the Contractor's designated staff shall attend the "Transition to Regular Services Program," "RSP Midprogram Training," "Disaster Anniversary Training," and "RSP Phasedown" trainings.

**Exhibit A**  
Scope of Work

## G. Reporting

1. Contractor shall hire a fiscal coordinator who is responsible for:
2. Tracking and monitoring all CCP contract funds in accordance with generally accepted accounting principles and practices and cost accounting standards.
3. Reviewing, preparing, and submitting fiscal reports and reimbursement requests to the DHCS monthly.
4. Maintaining sufficient financial records and statistical data to support contract expenditures. All records must be capable of verification by qualified auditors for a three-year period after the contract ends.
5. Financial records shall be kept so they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
6. Contractors' subcontracts shall require all Subcontractors comply with the requirements of the CCP contract and this contract.
7. Contractor shall comply with all federal and State administrative and fiscal reporting requirements, including the CCP ISP reports and ISP accounting of funds.
8. If Contractor receives CCP RSP contract funds, Contractor shall comply with all federal and State administrative and fiscal reporting requirements, including the CCP RSP.

**6. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**Exhibit B Attachment I**  
**Budget**

(08/04/18 through 06/30/19)

Position Title	# of Staff	FTE	Daily Salary Range	Number of Days	Total Cost
Provider Program Manager	1	1	\$342.72/Day	46/Days	\$15,765.12
Team Lead	2	1	\$376.00/Day	60/Days	\$45,120.00
Crisis Counselor	10	1	\$202.72/Day	60/Days	\$121,632.00
Fiscal Specialist	1	1	\$222.00/Day	46/Days	\$10,212.00
Admin/Data Evaluation Specialist	1	1	\$218.80/Day	46/Days	\$10,064.80
<b>Total Salary</b>					\$202,793.92
<b>Fringe Benefits (53.951% of Direct Personnel Costs)</b>					\$109,409.34
<b>Total Personnel</b>					<b>\$312,203.26</b>

**Operating Expenses**

Office Supplies:\$25/person/month  
 \$25 x12 staff x 2 months = \$600.00  
 Photocopies/Printing cost: \$0.15 x 5,000 copies  
 \$0.15 x 5,000 = \$750.00  
 Cell Phone Services: \$100/month  
 8 phones x \$100 x 2 = \$1,600  
 Uniform/Safely clothing: \$40/uniform with Project Logo  
 12 staff x 4 uniforms x \$40 = \$1,920.00

**Total Operating Expenses** **\$4,870.00****Equipment Expenses**

Cell Phones (5 teams, 2 team leads, 1 project manager)  
 \$800 x 8 phones total = \$6,400.00

**Total Equipment Expenses** **\$6,400.00****Travel (At CalHR reimbursement rates)**

Mileage: (Ave. 50 miles/day x 6 teams of 2)  
 \$0.545 x 50 x 6 x 60 = \$9,810.00

**Total Travel** **\$9,810.00****Subcontracts**

Training Venue: \$750/day  
 \$750 x 2 = \$1,500.00  
 Public Messaging:(Radio ads \$1,000/month,  
 Newspaper ads \$500/month, Billboard/public signage \$500/month,  
 Branding materials \$500/month)  
 \$2,500 x 2 months = \$5,000.00

**Total Subcontracts** **\$6,500.00****Indirect Costs****Indirect Costs** **\$0****Annual Budget Total** **\$339,783.26**

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Allison Tamai  
Department of Health Care Services  
Clinical Assurance & Administrative Support Division  
1501 Capitol Avenue, MS 4506  
Sacramento, CA 95814

C. Invoice Components:

The invoice shall contain a coversheet and if applicable, support documentation. The coversheet will serve as a brief and concise summary detailing the contract number, invoice number, billing and/or performance period, and the total expenditure.

D. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 2) Bear the Contractor's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by DHCS.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B****Budget Detail and Payment Provisions****4. Timely Submission of Final Invoice**

- A. All Crisis Counseling Assistance and Training Program (CCP) invoices and service delivery data is to be sent to the DHCS, Clinical Assurance & Administrative Support Division, c/o Allison Tamai.
- B. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice," thus indicating all payment obligations of DHCS under this Agreement have ceased and no further payments are due or outstanding.
- C. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- D. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit H)"** acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

**5. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHCS. See provision 6 in this exhibit entitled, "Recovery of Overpayments" for more information.

**6. Recovery of Overpayments**

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following options:

**Exhibit B**  
**Budget Detail and Payment Provisions**

- 1) Contractor's remittance to DHCS of the full amount of the audit exception within 30 days following DHCS' request for repayment;
  - 2) A repayment schedule which is agreeable to the both DHCS and the Contractor.
- B. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of DHCS' demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to DHCS, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of DHCS' notice requesting reimbursement of questioned audit costs or disallowed expenses.

**7. Progress Payment Withholds**

- A. This provision replaces and supersedes provision 22 of Exhibit D(F).
- B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent (90%) of the total agreement amount, regardless of agreement length.
- C. Ten percent (10%) may be withheld by DHCS from each invoice submitted for reimbursement, under the following conditions:
- 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
  - 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
  - 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

D. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to DHCS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of DHCS.

**Exhibit B**

**Budget Detail and Payment Provisions**

- E. Payment Requests Excluded from the 10 Percent (10%) Withhold  
Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

### Special Terms and Conditions

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

### Index of Special Terms and Conditions

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2. Travel and Per Diem Reimbursement	19. Debarment and Suspension Certification
3. Procurement Rules	20. Smoke-Free Workplace Certification
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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the

California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,

- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
  - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address:  
<http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

## 8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to

abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on

the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**11. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

**12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**16. Financial and Compliance Audit Requirements**

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

- (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, ***and/or***
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, ***and/or***
  - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

#### **17. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

#### **18. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

#### **19. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any

other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
  - d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
  - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

## **20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**21. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**22. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**23. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**30. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

- b. As used herein, fringe benefits do not include:
- (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
- (b) **Example No. 2:**
- If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**31. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

**32. Public Communications**

Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

**33. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1  
State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <p>[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>[ ] a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>[ ] a. initial filing b. material change</p> <p>For Material Change Only: Year _____ quarter _____ date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, If known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known: _____</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 40

**Exhibit E**  
**Additional Provisions**

**1. Amendment Process**

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.

**2. Cancellation / Termination**

- A. This Agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. The Contractor shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

**3. Avoidance of Conflicts of Interest by Contractor**

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.

**Exhibit E**  
Additional Provisions

- 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

**4. Insurance Requirements**

The Contractor agrees to furnish to DHCS a letter certifying that it possesses and/or will obtain self- insurance in an amount that is sufficient to cover bodily injury and property damage liability combined that might arise under this Agreement. Self insurance coverage shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal injury, and other applicable liability that may arise under this Agreement. The liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

**5. Identification of Contractor versus Subrecipient.**

Contractor, County of Shasta, is considered a subrecipient and subject to all applicable requirements in Title 2, Code of Federal Regulations, Part 200 and Title 45, Code of Federal Regulations, Part 75.

**Exhibit F**  
**HIPAA Business Associate Addendum**

**I. Recitals**

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

**II. Definitions**

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

**Exhibit F**  
**HIPAA Business Associate Addendum**

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

### **III. Terms of Agreement**

#### **A. Permitted Uses and Disclosures of PHI by Business Associate**

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

**Exhibit F**  
**HIPAA Business Associate Addendum**

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

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

**B. Prohibited Uses and Disclosures**

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

**C. Responsibilities of Business Associate**

Business Associate agrees:

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

**Exhibit F**  
**HIPAA Business Associate Addendum**

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

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

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

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

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

**Exhibit F**  
**HIPAA Business Associate Addendum**

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

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

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

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

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

**Exhibit F****HIPAA Business Associate Addendum**

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

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

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

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

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

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

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

**Exhibit F**  
**HIPAA Business Associate Addendum**

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

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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.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  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: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> 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](http://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.

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- 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.

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

**VII. Miscellaneous Provisions**

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

**Exhibit F**

**HIPAA Business Associate Addendum**

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

**Exhibit F****HIPAA Business Associate Addendum****Attachment A****Business Associate Data Security Requirements****I. Personnel Controls**

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

**II. Technical Security Controls**

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

**Exhibit F****HIPAA Business Associate Addendum**

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

**Exhibit F****HIPAA Business Associate Addendum**

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

**III. Audit Controls**

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

**IV. Business Continuity / Disaster Recovery Controls**

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

**V. Paper Document Controls**

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

**Exhibit F**

**HIPAA Business Associate Addendum**

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

**Travel Reimbursement Information****(Lodging and Per Diem Reimbursement Increase – Effective for travel on/after January 1, 2018)**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

## (1) Lodging (with receipts\*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

## Travel Reimbursement Information (Continued)

Exhibit G

- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
  - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.  
  
At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
  3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
  4. **Auto mileage reimbursement:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.545 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
  5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
  6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

## Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	<ul style="list-style-type: none"> <li>▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.</li> <li>▶ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.</li> </ul> <p><b><i>Lunch or incidentals cannot be claimed on one-day trips.</i></b></p>	Breakfast  Dinner
24 hours or more	<ul style="list-style-type: none"> <li>▶ Trip begins at or before 6:00 a.m.</li> <li>▶ Trip begins at or before 11:00 a.m.</li> <li>▶ Trip begins at or before 5:00 p.m.</li> </ul>	Breakfast Lunch dinner
More than 24 hours	<ul style="list-style-type: none"> <li>▶ Trip ends at or after 8:00 a.m.</li> <li>▶ Trip ends at or after 2:00 p.m.</li> <li>▶ Trip ends at or after 7:00 p.m.</li> </ul>	Breakfast Lunch Dinner
<p>The following meals may <b>not</b> be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		

**Contractor's Release****Instructions to Contractor:**

**With final invoice(s) submit one (1) original and one (1) copy.** The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

**Submission of Final Invoice**

Pursuant to contract number 18-95366 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_.  
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

**Release of all Obligations**

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

**Repayments Due to Audit Exceptions / Record Retention**

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

**Recycled Product Use Certification**

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

**Reminder to Return State Equipment/Property (If Applicable)**

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

**Patents / Other Issues**

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

---

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): County of Shasta

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: Donnell Ewert, MPH, Mental Health Director

Distribution:      Accounting (Original)      Program

# Exhibit I

## CONTRACTOR EQUIPMENT PURCHASED WITH DHCS FUNDS

Current Contract Number: 18-95336

Date Current Contract Expires: 6/30/2019

Previous Contract Number (if applicable): NA

MDHCS Program Name: MHSA Oversight and Fiscal Reporting Section

Contractor's Name: County of Shasta

Donna Ures, Section Chief

**DHCS Program Address:** 1500 Capitol Ave, Sacramento CA 95814

Contractor's Complete Address: P. O. Box 496048, Redding, CA 96049-6048

DHCS Program Contract Manager's Telephone Number: (916) 713-8802

Contractor's Contact Person: Donnell Ewert, MPH, MH Director

Date of this Report:

Contact's Telephone Number: (530) 225-5899

**(THIS IS NOT A BUDGET FORM)**

[illegible]

## INSTRUCTIONS FOR DHCS 1203

(Please read carefully.)

The information on this form will be used by the Department of Health Care Services (DHCS) Asset Management (AM) to tag contract equipment and/or property (see definitions A and B) which is purchased with DHCS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/ DHCS equipment and/or property has been received, the DHCS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to DHCS AM. The DHCS Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the DHCS Program Contract Manager, AM will fill in the first column with the assigned state/ DHCS property tag, if applicable, for each item (see definitions A and B). AM will return the original form to the DHCS Program Contract Manager, along with the appropriate property tags. The DHCS Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the DHCS warehouse and was issued a state/ DHCS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

### A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

**These items are issued green numbered state/ DHCS property tags.**

**B. Minor Equipment/Property:** Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ DHCS property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. **NOTE:** It is DHCS policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the DHCS Purchase Order (STD 65) number if the items were purchased by DHCS.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to DHCS Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The DHCS Program Contract Manager should retain one copy and send the original to: Department of Health Care Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Sacramento, CA 95899-7413.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0150.

7. Use the version on the DHCS Intranet forms site. The DHCS 1203 consists of one page for completion and one page with information and instructions.

## Exhibit J

## INVENTORY/DISPOSITION OF DHCS-FUNDED EQUIPMENT

Current Contract Number: 18-95366

Date Current Contract Expires: 06/30/2019

Previous Contract Number (if applicable): NA

DHCS Program Name: MHSA Oversight and Fiscal Reporting Section

Contractor's Name: County of Shasta

DHCS Program Contract Manager: Donna Ures, Section Chief

1500 Capitol Ave, Sacramento CA 95814

Contractor's Complete Address: P. O. Box 496048, Redding, CA 96049-6048

DHCS Program Contract Manager's Telephone Number: (916) 713-8802

Contractor's Contact Person: Donnell Ewert, MPH, Mental Health Director

Date of this Report:

Contact's Telephone Number: (530) 225-5899

**(THIS IS NOT A BUDGET FORM)**

[illegible]

## INSTRUCTIONS FOR DHCS 1204

(Please read carefully.)

The information on this form will be used by the Department of Health Care Services (DHCS) Asset Management (AM) to; (a) conduct an inventory of DHCS equipment and/or property (see definitions A and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with DHCS funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The DHCS Program Contract Manager is responsible for obtaining information from the Contractor for this form. The DHCS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

**Inventory:** List all DHCS tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted DHCS 1203s**, "Contractor Equipment Purchased with DHCS Funds." AM will contact the DHCS Program Contract Manager if there are any discrepancies.

**Disposal:** (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The DHCS 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the DHCS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

1. List the state/ DHCS property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ DHCS property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property:

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ DHCS property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to DHCS Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The DHCS Program Contract Manager should retain one copy and send the original to: Department of Health Care Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Sacramento, CA 95899-7413.

5. Use the version on the DHCS Intranet forms site. The DHCS 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0150.

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>  <i>County of Shasta</i>		<i>Federal ID Number</i>  94-6000535
<i>By (Authorized Signature)</i>   		
<i>Printed Name and Title of Person Signing</i>  Donnell Ewert, MPH, Mental Health Director		
<i>Date Executed</i>  	<i>Executed in the County and State of</i>  Shasta County, CA	

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Shasta		<i>Federal ID Number</i> 94-6000535
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> Donnell Ewert, MPH, Mental Health Director		
<i>Date Executed</i>  	<i>Executed in the County of</i> Shasta County, CA	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

This First Amendment is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California ("County"), and Northern Valley Catholic Social Service a California non-profit corporation ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of crisis counseling services to community members affected by The Carr Fire.

### RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on and effective September 11, 2018 the purpose of crisis counseling services to community members affected by The Carr Fire ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend this Agreement to: 1) increase maximum amount compensation payable to Consultant by \$73,284.35; and 2) replace **Exhibit C**, attached to the agreement and entitled "ISP Budget", with **Exhibit C-1**, entitled "ISP & ISP Extension Budget".

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 4, **COMPENSATION**, is amended as of the effective date of this First Amendment, in its entirety, to read as follows:

#### **Section 4. COMPENSATION.**

##### **A. ISP & ISP Extension Compensation:**

- (1) Consultant shall be paid in accordance to hourly rates and projected costs, as defined in **Exhibit C-1: ISP & ISP Extension Budget**, ("**Exhibit C-1**"), attached and incorporated herein.
- (2) During the term of this Agreement, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this Agreement and provided further that the line item shift shall not increase the total compensation payable under this Agreement.

B. In no event whatsoever shall maximum amount payable under this Agreement exceed \$272,830.35.

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

- II. As of the effective date of this First Amendment, **Exhibit C**, attached to the Original Agreement, entitled "ISP Budget", is replaced with **Exhibit C-1**, entitled "ISP & ISP Extension Budget", attached and incorporated herein. All references in the Original

Agreement to **Exhibit C**, shall be construed as references to **Exhibit C-1** from the effective date of this First Amendment.

**III. REAFFIRMATION**

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

**IV. ENTIRE AGREEMENT**

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

**V. EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective September 11, 2018.

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

**COUNTY OF SHASTA**

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


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

ATTEST:


LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

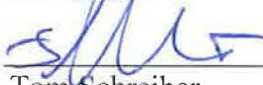
Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

By:  11/2/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**


By:  11/02/18  
James Johnson  
Risk Management Analyst

**INFORMATION TECHNOLOGY  
APPROVAL**

By:  11-5-2018  
Tom Schreiber  
Chief Information Officer

**CONSULTANT**

Date: 11.5.18

  
Cathy Wyatt, LCSW, Executive Director  
Northern Valley Catholic Social Service, Inc.

Tax I.D.#: On file

## NORTHERN VALLEY CATHOLIC SOCIAL SERVICE BUDGET

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

NVCSS  
2600 Washington Ave.  
Redding, CA 96001

### Multi-Year Service Budgets

Budget	ISP & ISP Extension		RSP		Total Budgeted Costs
	Budget Period		Budget Period		
	9/11/2018 - 06/30/2019				
	mm/yy - mm/yy		mm/yy - mm/yy		
<b>Personnel/Position</b>	<b>FTE</b>				
Provider Program Manager	1.00	15,538.24		0	15,538.24
Team Lead	2.00	45,120.00		0	45,120
Crisis Counselors	10.00	121,632.00			121,632
Admin/Data Evaluation Specialist	0.50	5,032.40			5,032
Subtotal		187,322.64			187,322.64
Fringe Benefits (40.05%)		75,022.71		0	75,022.71
<b>Total Salary and Benefits</b>		262,345.35		0	262,345.35
<b>Operating Expenses</b>					
Office Expenses/Supplies		600		0	600
Equipment					0
Rents/Leases				0	0
Utilities/Communications				0	0
Travel		9,810		0	9,810
Software					0
Insurance				0	0
Postage				0	0
Client Cost of Care					0
Copies		75		0	75
Maintenance Labor and Supplies				0	0
<b>Total Operating Expenses</b>		10,485		0	10,485
<b>Other Expenses</b>					
Fixed Assets					0
(OTHER - Please Specify)					0
(OTHER - Please Specify)					0
<b>Total Other Expenses</b>		0		0	0
<b>Total Expenses</b>		272,830.35		0	272,830.35
<b>Administrative Cost</b>					
(Not to exceed 10%)					
<b>Totals</b>		272,830.35		\$0	272,830.35

FOR COUNTY USE ONLY:

Cost Center \_\_\_\_\_  
Account Code \_\_\_\_\_  
Project Code \_\_\_\_\_  
Activity Code \_\_\_\_\_

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Health and Human Services-19.

**SUBJECT:**

HHSA-PH First Amendment to agreement with ACE Interface.

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

**Supervisory 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 an amendment, effective date of signing, to the agreement with ACE Interface, LLC, Laura Porter and Robert Anda, MD, MS, Co-Founders, to provide Adverse Childhood Experiences (ACEs) additional workshops and trainings regarding the effective application of the ACE Interface licensed materials and other appropriate tools in a community that has experienced a disaster and increase the maximum compensation by \$7,600 (for a new total not to exceed \$93,800), and retain the term May 2, 2017 through June 30, 2020.

**SUMMARY**

Approval of the recommendation will allow the Health and Human Services Agency (HHSA)- Public Health Branch to add additional community trauma and resiliency workshops and trainings to the agreement with ACE Interface, LLC.

**DISCUSSION**

Adverse Childhood Experiences (ACEs) are the negative occurrences in childhood, including abuse, neglect, or household dysfunction, which are linked to poor physical and mental health outcomes in adulthood. Shasta County residents have a high prevalence of ACEs, approximately twice the state average.

In May of 2017 the Board of Supervisors approved a contract with ACE Interface, LLC to conduct workshops and trainings on the science of ACEs, and train 25 key community partners on the ACE Interface evidence-based program. To date 103 community ACE trainings reaching 1,985 residents have been conducted by these ACE Interface Trainers.

As a result of the Carr Fire and other fires plaguing our communities this summer, staff reached out to our County colleagues and to Laura Porter from ACE Interface, LLC for guidance on how to address community trauma through our ACE Interface training framework and other efforts of the Shasta Strengthening Families Collaborative. ACE Interface, LLC has extensive experience working with communities' post disaster, for example Sonoma County, California and Houston, Texas. Through this amendment, HHSA-Public Health would bring Laura Porter to Shasta County in December to provide workshops and community forums to support our ACEs work and to effectively address community trauma and promote post-disaster

community resiliency.

**ALTERNATIVES**

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

**OTHER AGENCY INVOLVEMENT**

Shasta County HHSA-Public Health Branch is member of and will continue to collaborate with the Strengthening Families Collaborative, which consists of 30 county-wide partners dedicated to making an impact on our community. The Strengthening Families Collaborative steering committee includes representatives from diverse sectors including non-profit community based organizations, education, Probation, early learning, child abuse prevention, youth violence prevention, and intimate partner violence prevention. ACE prevention is included in the Community Health Improvement Plan of Shasta County and the HHSA and Public Health Branch Strategic Plan.

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

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
ACE Interface Amendment	11/5/2018	ACE Interface Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND ACE INTERFACE, LLC, LAURA PORTER AND  
ROBERT ANDA, MD, MS, CO-FOUNDERS FOR THE PURPOSE OF PROVIDING  
WORKSHOPS AND TRAININGS REGARDING EFFECTIVE APPLICATION OF THE  
ADVERSE CHILDHOOD EXPERIENCE ("ACE") STUDY AND TO OBTAIN A  
LIMITED LICENSE FROM ACE INTERFACE TO USE THE TRAINING  
MATERIALS, INCLUDING THE ACE MASTER TRAINERS TOOL KIT**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and ACE Interface, LLC, Laura Porter and Robert Anda, MD, MS, Co-Founders ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on and effective May 2, 2017 to provide for workshops and training regarding ACE ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to add services and increase compensation for the services to be provided herein ("First Amendment"); 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. **Section 1, Responsibilities of Consultant**, of the agreement is amended as of the effective date of this First Amendment to add the following:

K. On Wednesday, December 5<sup>th</sup>, provide a five-hour workshop on community trauma and resiliency building. The workshop will include a facilitated discussion about post-disaster social challenges, navigating crisis response to prevent chronic adversity, next steps in building community resiliency from an education and organizational system approach.

AGR.PH.ACE INTERFACE LLC.AMEND1  
DB#: 2651-27-2018-01A1  
CC#: 41100

1

- L. On the evening of Wednesday, December 5<sup>th</sup>, facilitate an up to three-hour meeting about a community granting program for ACEs and share successes and lessons learned in Washington State.
- M. On Thursday, December 6<sup>th</sup>, provide an eight-hour training for community leaders on developing meta-leadership and practice post disaster to address community trauma and ACEs. This full-day event will include a keynote presentation, the facilitation of a panel discussion, and interactive session.
- N. On the evening of Thursday, December 6<sup>th</sup>, attend a community showing of the Resiliency movie, and facilitate a post-movie conversation with community residents.
- O. On Friday, December 7<sup>th</sup>, meet with HHSA-Public Health staff for up to three hours to discuss ACE Interface curriculum progress and challenges, future regional trainings, data dashboard measures, and the Community ACE Prevention Plan.

Items 1A through 1J of the agreement shall remain in effect, as written from the original date of signing through the entire term of the agreement.

II. **Section 2, Responsibilities of the County**, of the agreement is amended as of the effective day of this First Amendment to add the following:

- P. Secure location and invite participants for five scheduled events listed in Sections 1.K. through 1.O.

Items 2A through 2O of the agreement shall remain in effect, as written from the original date of signing through the entire term of the agreement.

III. **Section 3, Compensation, of the agreement**, is amended as of the effective date of this First Amendment to add the following:

- G. County will pay Consultant \$2,000 for item 1.K.
- H. County will pay Consultant \$1,000 for item 1.L.
- I. County will pay Consultant \$3,100 for item 1.M.
- J. County will pay Consultant \$1,000 for item 1.N.

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DB#: 2651-27-2018-01A1  
CC#: 41100

K. County will pay Consultant \$500 for item 1.O.

Items 3A through 3F of the agreement shall remain in effect, as written from the original date of signing through the entire term of the agreement.

IV. **Section 3, Compensation, of the agreement, subsection E** is amended as of the effective date of this First Amendment in its entirety to read as follows:

E. In accordance with Section 4, County shall pay to Consultant a maximum of \$93,800 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 \$93,800.

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 effective as of the last date it is signed by both Parties.

***SIGNATURE PAGE FOLLOWS***

AGR.PH.ACE INTERFACE LLC.AMEND1  
DB#: 2651-27-2018-01A1  
CC#: 41100

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

**COUNTY OF SHASTA**

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

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

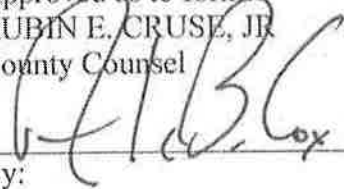
ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

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

 11/2/18

RISK MANAGEMENT APPROVAL

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

 11/22/18

**CONSULTANT**

ACE Interface, LLC

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

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

By: \_\_\_\_\_  
Robert F. Anda, M.D.  
Manager/Member

By: \_\_\_\_\_  
Laura E. Porter  
Member

AGR.PH.ACE INTERFACE LLC.AMEND1  
DB#: 2651-27-2018-01A1  
CC#: 41100

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Health and Human Services-20.

**SUBJECT:**

Annual Agreement Funding Application for the Maternal, Child, and Adolescent Health Program in HHSA Public Health Branch.

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the: (1) Chairman to sign a retroactive California Department of Public Health Maternal, Child, and Adolescent Health Agreement Funding Application in an amount not to exceed \$424,851 that will allow Health and Human Services Agency (HHSA) - Public Health to continue services to protect and improve the health of mothers, adolescents, children, and their families as directed by state and federal law for the period July 1, 2018 through June 30, 2019; and (2) HHSA Director, or any HHSA Branch Director or Deputy Branch Director as designated by the HHSA Director, to sign prospective and retroactive amendments during the term of the agreement that result in a net change in maximum compensation of no more than \$42,485, and other documents related to the agreement, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

Shasta County has received Maternal, Child, and Adolescent Health (MCAH) funding since 1982 to assist in providing the mandated public health service of improving maternal and child health through collaborative efforts, community education, outreach, and referral. Approval of the MCAH Agreement Funding Application (AFA) will allow HHSA - Public Health to continue receiving MCAH funds through June 2019, including federal matching funds for fiscal year 2018-19.

-

**DISCUSSION**

A five-year MCAH community needs assessment performed in Fiscal Year (FY) 2013-14 with community stakeholder input, identified specific priority needs in the areas of access to health care including dental health care, partner and family violence, adolescent and perinatal mental health, substance use, overweight and obesity, child abuse, oral health, and poverty and

educational attainment. The funding from this agreement will support FY 2018-19 activities to address those priorities by: promoting screening for intimate partner violence; screening for substance abuse and maternal depression during and after pregnancy; increasing awareness of Adverse Childhood Experiences (ACEs), their impact on health, and tools to address them; increasing awareness of health data and social conditions that contribute to poor birth outcomes; increasing awareness of risk reduction measures for Sudden Infant Death Syndrome (SIDS) through education, outreach and support for families experiencing SIDS; and, improving access to appropriate health, psychosocial and preventive care services overall. The five-year MCAH community needs assessment will be repeated this fiscal year.

Additionally, this funding helps support the Comprehensive Perinatal Services Program which is an enhanced Medi-Cal program that provides comprehensive obstetric care, including health and nutrition education, and psychosocial services for low-income women from conception through 60 days postpartum to improve birth outcomes.

An important benefit of the MCAH program funding is the ability to leverage HHSA - Public Health realignment and local and state funds to claim additional federal financial resources, enhancing services for Shasta County families.

-

**ALTERNATIVES**

Alternatives include not approving the AFA or modifying the proposed activities for FY 2018-19.

-

**OTHER AGENCY INVOLVEMENT**

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

HHSA - Public Health collaborated with other local MCAH stakeholders to develop a five-year plan which included the prioritized activities which were reviewed with the Public Health Advisory Board in July 2014. Mercy Maternity Center, Shasta County Child Abuse Prevention Coordinating Council, First 5 Shasta, Shasta County Office of Education, and other local stakeholders collaborate with HHSA-Public Health staff through the Healthy Babies Program to address perinatal substance abuse and maternal depression.

**FINANCING**

This agreement is funded through Federal Title V and Title XIX funds. The County match is funded with other local and state funds as available. The HHSA FY 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. No additional County General Funds are requested with approval of these recommendations.

**ATTACHMENTS:**

Description	Upload Date	Description
MCAH AFA Agreement	11/5/2018	MCAH AFA Agreement

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD  
FY 2018-2019**

**AGENCY INFORMATION FORM**

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

**AGENCY IDENTIFICATION INFORMATION**

**Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.**

**Please enter the agreement or contract number for each of the applicable programs**

#201845

MCAHBIH

#

AFLP

Update Effective Date: \_\_\_\_\_ (only required when submitting updates)

Federal Employer ID#: 946000535

Complete Official  
Agency Name: Shasta County Health and Human Services Agency

Business Office  
Address: 2650 Breslauer Way, Redding, CA 96001

Agency Phone: (530) 225-5591

Agency Fax: (530) 225-3743

Agency Website: [shastahhsa.net](http://shastahhsa.net)

CDPH - MCAH 201845

RISK MANAGEMENT APPROVAL

BY:

*[Signature]* 10/30/18

James Johnson

Risk Management Analyst

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

*[Signature]*  
Alan B. Cox  
Deputy County Counsel

10/31/18

# **AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

#201845 MCAH#201845 BIH# AFLP

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

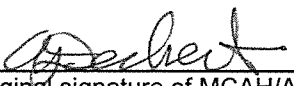
Board of Supervisors, Chairman  
Title

Original signature of official authorized to  
commit the Agency to an MCAH Agreement

Les Baugh

Name (Print)

Date

  
Original signature of MCAH/AFLP Director

MCAH DN/Health Officer  
Title

Andrew Decker, MD, MPH

Name (Print)

7/30/18

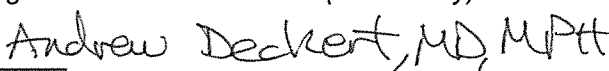
Date

**Exhibit K****Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007****Agency Name:** \_\_\_\_\_**Agreement/Grant Number:** \_\_\_\_\_**Compliance Attestation for Fiscal Year:** \_\_\_\_\_

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

**Signed**\_\_\_\_\_  
**Agency Name****Signature of MCAH Director****Signature of AFLP Director (CBOs only)****Printed Name of MCAH Director****Printed Name of AFLP Director (CBOs only)**\_\_\_\_\_  
**Agreement/Grant Number****Date**

**Exhibit K**

**Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007**

CALIFORNIA CODES  
HEALTH AND SAFETY CODE  
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

**Exhibit K**

**Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007**

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
  - (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
  - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

**Shasta County Maternal Child and Adolescent Health Community Profile 2018-2019**

**FOR FISCAL YEAR 2018-19, PLEASE USE THE LATEST DATA AVAILABLE FROM FHOP TO COMPLETE THE TABLE BELOW AND UPDATE THE NARRATIVE AS NEEDED. (PLEASE SEE THE MCAH LOCAL HEALTH JURISDICTION DATA TABLE CROSSWALK FOR MORE DETAILED INSTRUCTIONS). THERE IS A TWO-PAGE LIMIT.**

**Section 1 – Demographics**

	Local	State		Local	State
<b>Our Community</b>			<b>Our Mothers and Babies (continued)</b>		
Total Population <sup>1</sup>	179,305	38,548,204	% live births less than 37 weeks gestation <sup>2</sup>	7.4%	8.4%
Total Population, African American	1,538	2,226,129	Gestational diabetes per 1,000 females age 15-44	10.9	9.1
Total Population, American Indian/ Alaskan Natives	4,435	171,667	% of female population 18-64 living in poverty (0-200% FPL) <sup>3</sup>	41.3%	35.4%
Total Population, Asian/Pacific Islander	5,011	5,220,776	Substance use diagnosis per 1,000 hospitalizations of pregnant women	101.7	18.8
Total Population, Hispanic	16,015	14,934,682	Unemployment Rate <sup>4</sup>	11.9	8.9
Total Population, White	145,745	14,978,205	<b>Our Children and Teens</b>		
Total Live Births	2,083	502,973	Adolescent Birth Rate per 1,000 females aged 15-19 <sup>2</sup>	25.0	23.4
<b>Our Mothers and Babies</b>			Motor vehicle injury hospitalizations per 100,000 children age 0-14	13.7	15.1
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy <sup>2</sup>	67.9%	83.5%	% of children, ages 0-18 years living in poverty (0-200% FPL) <sup>3</sup>	51.8%	46.7%
% of women delivering a baby who had a postpartum visit. <sup>6</sup>	84.8%	87.5%	Mental health hospitalizations per 100,000 age 15-24	2,233.1	1,473.0
% of births covered by Medi-Cal <sup>2</sup>	55.7%	45.2%	Children in Foster Care per 1,000 children <sup>5</sup>	16.7	6.5
% of women ages 18-64 without health insurance <sup>3</sup>	18.6%	19.7%	Substance abuse hospitalization per 100,000 aged 15-24	1,369.3	778.5
% of women giving birth to a second child within 24 months of a previous pregnancy <sup>2</sup>	43.8%	37.6%			

Data sources: <sup>1</sup>CA Dept. of Finance population estimates 2014, <sup>2</sup>CA Birth Statistical Master Files 2012-2014, <sup>3</sup>US Census Bureau - Small Area Health Insurance Estimates 2012-2014, <sup>4</sup>CA Employment Development Dept. 2012-2014, <sup>5</sup>Data from CA Child Welfare Indicators Project, UC Berkeley 2012-2014, <sup>6</sup>Data from CA Maternal, Infant Health Assessment (MIHA) 2013-2014.

**Section 2 – About Our Community – Health Starts Where We Live, Learn, Work, and Play**

Describe the following using brief narratives or bullets: 1) *Geography*, 2) *Major industries and employers (public/private)*, 3) *Walkability, recreational areas*

- 1) Shasta County is located in far northern California, about 160 miles north of Sacramento, 150 miles east of the Pacific coast, and 100 miles south of the Oregon border. The county encompasses about 3,775 square miles of widely varied terrain and rural, semi-rural, and urban populations. The southwestern portion of the county is primarily flat farmland and gently rolling grazing land; the northern portion is mountainous. The eastern region is sparsely populated, geographically isolated, and mountainous with severe winter conditions. There are three incorporated cities all along the Interstate 5 corridor. There are 20 unincorporated census-designated places, many of which are rural and lack services.
- 2) The major industries in Shasta County are Educational & Health Services; Government; and Trade, Transportation & Utilities; followed by Leisure & Hospitality; and Professional & Business Services; and then Mining, Logging, and Construction; Financial Activities; and Manufacturing (<http://www.labormarketinfo.edd.ca.gov/file/lfmonth/reddspds.pdf>). The major employers include Mercy Medical Center, Blue Shield of California, Lassen Canyon Nursery, Oakdale Heights Management Corporation, Shasta College, Shasta Regional Medical Center, and Walmart Supercenter (<http://www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000089>).
- 3) More consideration has been given in recent years to the needs of pedestrians and bicyclists, especially in Shasta County's cities, but destinations are often still too distant for an optimal walkability score because of a lack of mixed-use neighborhoods outside of downtown Redding. Major recreation destinations in Shasta County are found in the undeveloped open space and natural areas of State Parks, National Parks, National Recreation Areas, and National Wilderness Areas.

### Section 3 – Health System – Health and Human Services for the MCAH Population

Describe the following using brief narratives or bullets: Strategies/initiatives that address the following: Maternal/Women's Health, Perinatal/Infant Health, Child Health, Adolescent Health, Children with Special Health Care Needs and cross cutting or life course issues (public health issues that impact multiple MCAH population groups).

Within the MCAH program in Shasta County, we have several programs that address maternal, child, and adolescent health, and we also participate in many initiatives with our internal and external partners to address public health issues that impact MCAH populations. Our programs include:

- The Healthy Babies Program, a care coordination program serving women who are pregnant or have young children and are suffering from a perinatal mood or anxiety disorder.
- Women's Connect to Wellness and Recovery program to provide care coordination serving women of reproductive age who are suffering from a substance use disorder.
- SIDS risk reduction training for professionals and community members involved in the lives of children under age one.
- Support for medical providers to reduce Adverse Childhood Experiences (ACEs) by conducting ACE screening and increase protective factors in families.
- Substance use prevention support and curriculum being conducted in select elementary grade classrooms.

Initiatives MCAH staff are involved in include the Perinatal Wellness Committee, the Tobacco Education Coalition, the Help Me Grow Planning Group, Stand Against Stigma, Suicide Prevention Workgroup, the Child Death Review Team, the Shasta County Breastfeeding Coalition, School Nurse meetings, Shasta Reproductive Health Collaborative, NICU Rounds, Grand Rounds, and the Perinatal Morbidity and Mortality Committee. We also meet regularly with key staff from our local Communicable/Sexually Transmitted Disease Unit, Nurse Family Partnership/WIC program, supervisors and staff of other nursing programs within the Agency. We conduct quarterly meetings with our managed medical provider Partnership HealthPlan regarding improving prenatal and postnatal visits with our medical providers.

### Section 4 – Health Status and Disparities for the MCAH Population

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

Because the majority (82.0% in 2009-13) of Shasta County's population is non-Hispanic white, with the next largest group (Hispanics) comprising just 8.7% of the population, we are frequently unable to identify disparities based on race/ethnicity. Disparities have been observed based on income and educational attainment, with unemployment being consistently higher in Shasta County than statewide and educational attainment being lower. In 2009-13, 17.5% of individuals and 20.6% of children under 18 years were below the poverty level (<100% FPL). Among Shasta County residents age 25 and older, only 11.6% had less than a high school education but only 18.8% had a Bachelor's degree or higher. (The remaining 69.6% had no college, some college, or an Associate's degree.) These high poverty rates and low educational attainment rates contribute to Shasta County's high rates of late prenatal care, Adverse Childhood Experiences, mental health hospitalizations, perinatal and adolescent substance use/abuse, child maltreatment, and domestic violence, among other health behaviors and outcomes. Community-wide efforts are being made to increase educational attainment among youth as they graduate from high school, but not many opportunities are available for adults since we don't have a public four-year university, and those (youth and adults) who leave the area to attend college often don't return because of the few jobs offering competitive pay and benefits for college graduates. An effort is also underway related to increasing prosperity and decreasing poverty in Shasta County.

There are also disparities in access to care related to income and geography, with a shortage of providers (primary care, prenatal care, dental care, etc.) who accept Medi-Cal, the geographic isolation (due to distance and severe winter weather conditions) of residents of the mountainous eastern area of the county, and an inadequate number of specialized providers in the area (for individuals with Medi-Cal as well as those with private insurance).

☒ **IMPORTANT:** By clicking this box, I agree to allow the state MCAH Program to post my LHJ's Community Profile on the CDPH/MCAH website.

ORIGINAL

<b>BUDGET SUMMARY</b>		<b>FISCAL YEAR</b> 2018-19	<b>BUDGET</b> ORIGINAL	<b>BUDGET STATUS</b> ACTIVE	<b>MCAH &amp; SIDS</b> BALANCE	<b>TITLE</b> BAL
Program: <b>Maternal, Child and Adolescent Health</b> Agency: <b>201845 Shasta</b> SubK:						
		(1)	(2)	(3)	(4)	(5)
		TOTAL FUNDING		UNMATCHED FUNDING		
		ALLOCATION(S)		SIDS		
		110,426		3,000		

EXPENSE CATEGORY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
(I) PERSONNEL	559,151				1,750		72,320				240,085						150,205
(II) OPERATING EXPENSES	57,490				900		15,650				30,349						4,500
(III) CAPITAL EXPENDITURES																	
(IV) OTHER COSTS	7,500						1,875				5,314						
(V) INDIRECT COSTS	139,548				640		18,753				100,870						
<b>BUDGET TOTALS*</b>	<b>762,729</b>	<b>14.46%</b>	<b>110,426</b>	<b>9.30%</b>	<b>3,000</b>	<b>14.27%</b>	<b>105,809</b>	<b>4.27%</b>	<b>375,788</b>	<b>21.53%</b>	<b>164,706</b>						

TOTAL TITLE V  
TOTAL SIDS  
TOTAL TITLE XIX  
TOTAL AGENCY FUNDS

110,426	110,426	3,000	105,809	187,895	123,530
3,000				187,895	41,177
311,424					
337,879					

<b>\$ 424,851</b>	<b>Maximum Amount Payable from State and Federal resources</b>
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES. MCAH DIRECTOR'S SIGNATURE: <i>Nicole Bonk</i> DATE: <i>10/26/2018</i> MCAH DEPUTY DIRECTOR'S SIGNATURE: <i>Tracy Tedder</i> DATE: <i>10/26/2018</i>	

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	SIDS	AGENCY FUNDS	MCAH CRY-E	MCAH CRY-E
(I) PERSONNEL	83,819	33,537	5,712		120,155	3,375
(II) OPERATING EXPENSES	6,021				15,160	
(III) CAPITAL EXPENSES					2,657	
(IV) OTHER COSTS	311				50,035	
(V) INDIRECT COSTS	20,275				187,895	
<b>Totals for PCA Codes</b>	<b>424,851</b>	<b>110,426</b>	<b>3,000</b>	<b>105,809</b>	<b>123,530</b>	<b>41,177</b>

NOT ACTIVE

\* Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

## TOTAL CAPITAL EXPENDITURES

Public Health  
Department of  
Medicine, University of  
California, San Francisco

[illegible]

**Duty Statement  
MCAH Coordinator-SPMP**

**Budget Line: 1**

**Health Jurisdiction:** Shasta County  
**Program:** Maternal, Child and Adolescent Health (MCAH)  
**Program Position:** MCAH Coordinator  
**County Job Specification:** MCAH Coordinator

**General Responsibilities**

The MCAH Coordinator, under the direction of the Public Health Program Manager for the Healthy and Safe Families Division of Public Health, has the overall responsibility to direct the local MCAH Program to perform the core public health functions of assessment, policy development, and assurance and implement the approved Scope of Work. The MCAH Coordinator will develop policies and standards, collect and analyze data, and provide a coordinated local effort to improve existing outreach activities for the MCAH population. The MCAH Coordinator will devote 0.15 FTE to California Home Visiting Program (CHVP) and work collaboratively with the Nurse-Family Partnership® (NFP) Supervising Public Health Nurse to foster internal and external partnerships and collaboration, as well as direct the NFP Community Advisory Board. It is required that this position be filled by a Skilled Professional Medical Personnel (SPMP).

**Specific Duties**

Develop and improve activities/projects to improve health outcomes and access to care for women, infants, children, adolescents and their families.

Ensure the duties of the Perinatal Services Coordinator (PSC) position are performed in accordance with the MCAH Policies and Procedures, with clinical oversight provided by the MCAH Director.

Assist in health care planning and resource development with other agencies, which will improve the access, quality and cost effectiveness of the prenatal, postpartum, child, child with special health care needs, adolescent, and family health care delivery.

Apply knowledge of the principles of asset-based community development, life course theory, and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

Participate in community, professional and interagency meetings to provide expertise on perinatal health, maternal depression, prevention of adverse childhood experiences, oral health, chronic disease, preconception care issues and advocate for MCAH services.

Assess the effectiveness of inter-agency coordination in assisting clients to access health care services in a seamless delivery system.

Identify and address barriers and unmet needs in the provision of services for women of childbearing age, families and children with special health care needs.

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Shasta County Public Health, MCAH Duty Statement  
MCAH Coordinator  
Page 2

Document, collect data and evaluate existing medical, dental, and psychosocial services to improve health outcomes for women and children and their families.

Monitor local health status indicators for women of childbearing age, pregnant women, infants, children, adolescents and their families using standardized data techniques for the purpose of identifying at-risk populations. Utilize this data to develop an understanding of health needs within the community, and identify barriers to the provision of health and human services for the MCAH population.

Monitor perinatal health outcome data and assess the adequacy of the local obstetrical provider network and its ability to meet the needs of pregnant women.

Conduct and expand the current focus on reproductive disparities and women and children's health issues to implement best practices and evidence based approaches.

Ensure implementation and coordination of local MCAH programs by providing direction and reviewing activities in the SOW for the Maternal, Child and Adolescent Health program.

Develop and provide program direction for annual scope of work, set goals, objectives, activities and evaluation tools to measure program outcomes.

Schedule, coordinate and conduct quality assurance activities; evaluate compliance with program standards; and consult with the MCAH Director to monitor the clinical effectiveness of program, including client satisfaction surveys.

Participate in the development of the MCAH budget and monitor program expenditures.

Participate in the development of administrative policies and fiscal procedures in compliance with Medi-Cal program requirements.

Provide general supervision of staff and participate in the recruitment, selection, and hiring process, as well as orientation of key personnel adhering to the State MCAH Program Policy and the Title V goals, objectives, and priorities, where applicable; and perform employee evaluations.

Extend the reach of AFA by writing grants and proposals to generate supplemental revenue.

Increase knowledge of MCAH staff about priority areas through methods such as trainings, SOW progress updates and interactions with community stakeholders.

Participate in the implementation of best practices and evidence based approaches for prevention of chronic diseases and intentional and unintentional injury in the MCAH population.

Draft, analyze, and/or review reports, documents, correspondence and legislation.

Monitor legislation that impacts women, infants, children, adolescents and their families.

Addressing the target population of Medi-Cal eligible pregnant, postpartum and childbearing aged women and families, consult with MCAH Director and use skilled professional medical expertise to: assist with utilization review of medical services, program planning and policy

Shasta County Public Health, MCAH Duty Statement  
MCAH Coordinator  
Page 3

development, SPMP administrative medical case management, intra/interagency and provider care coordination, and quality management.

Provide consultation and technical assistance in the design, development and review of health related professional educational material.

Review of technical literature and research articles.

Ongoing examination of existing interactions among key institutions within the local community to explore collaborative efforts to address risks for poor health outcomes for women, children and their families that address concerns of women, infants, children and adolescents across neighborhoods, socioeconomic, and racial categories.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Provide ongoing liaison with Medi-Cal providers around issues of treatment, health assessment, preventive health services, care coordination and program policy and regulations.

Participate in program workshops and meetings relating to the scope of Medi-Cal program benefits and changes in program management.

Attend or provide training for professionals, which improve the quality of health assessment, preventive health services, and care.

Attend Statewide MCAH Action and other required MCH Branch and professional trainings.

Collaborate and meet with NFP Supervising Public Health Nurse on a monthly basis (unless otherwise specified) to receive ongoing progress reports regarding implementation of NFP program and CHVP scope of work and to ensure contract agreements are being fulfilled.

Outreach to and collaborate with community and agency leaders to inform them about the NFP program and recruit them to participate on the NFP Community Advisory Board.

Develop, coordinate, and convene the NFP Community Advisory Board.

Support ongoing collaboration and communication between the local NFP Supervising Public Health Nurse (SPHN), CHVP Nurse Consultant and NFP Designated Nurse Consultant (DNC).

Collaborate with the local NFP SPHN to assist with fiscal oversight of local CHVP funding.

Collaborate with the local NFP SPHN to monitor ongoing quality improvement and ensure timely and accurate data and other reports as required by CHVP.

Attend all required CHVP meetings and/or trainings.

Shasta County Public Health, MCAH Duty Statement  
Perinatal Services Coordinator  
Page 1

**Duty Statement  
Perinatal Services Coordinator-SPMP**

**Budget Line: 2**

**Health Jurisdiction:** Shasta County  
**Program:** Maternal, Child and Adolescent Health  
**Program Position:** Perinatal Services Coordinator (PSC)  
**County Job Specification:** Registered Nurse or Public Health Nurse I/II

**GENERAL RESPONSIBILITIES**

The Perinatal Services Coordinator (PSC), under the direction of the MCAH Coordinator, will have the responsibility to maintain a network of perinatal providers, assist CPSP providers to deliver CPSP services in accordance with the Title 22 California Code of Regulations and certify them as qualified providers following guidelines established by the California Department of Public Health. The PSC will also conduct provider education and continuous quality improvement, programs that will reduce perinatal mortality and morbidity. Responsible for organizing outreach education activities, CPSP provider technical support and follow-up and patient referral for care coordination to appropriate services and resources. This position is required to be a Skilled Professional Medical Personnel (SPMP).

**SPECIFIC DUTIES**

Process applications for eligible providers to become approved Comprehensive Prenatal Services Program (CPSP) providers, and educate providers and the community about CPSP and the needs of the CPSP population.

Provide consultation and technical assistance to prenatal care providers including CPSP providers.

Provide consultation to professional staff about medical conditions identified within the MCAH population.

Perform quality assurance and improvement activities with CPSP providers and participate in regional and statewide CPSP advisory committees/workgroups.

Responsible for local CPSP Program monitoring such as: coordinating and facilitating a process to improve provider protocols, staff orientation, improvement in provision and receipt of perinatal services; facilitating provider specific quality improvement process (ie. identifying barriers to perinatal care, improving office/administrative systems to track client follow-up and completion of referrals, improving care coordination and resource utilization); and coordinating and conducting provider QA visits that involve any of the following: chart reviews, administrative review or CPSP component observation and staff interview.

Responsible for providing consultation and technical assistance in the completion of the CPSP application process and required provider agreements, and the submission of final recommendation to state MCAH regarding provider application.

Provide ongoing liaison with perinatal care providers around issues of treatment, health assessment, preventive health services, and program policy and regulations.

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Perinatal Services Coordinator  
Page 2

Participate in program workshops and meetings relating to the scope of Medi-Cal program benefits and changes in program management.

Conduct periodic review of CPSP protocols.

Educate pregnant women and community members regarding early and continuous prenatal care, availability of resources, and the Medi-Cal application process.

Collaborate with perinatal care providers to screen women in Shasta County for substance use (alcohol, tobacco, and other drugs), perinatal mood and anxiety disorders (PMADs), and other behaviors/conditions promoting culturally sensitive services, and assist as needed on further assessment and/or referral to treatment.

Provide perinatal care providers with patient education materials and resources.

Assist in developing supporting materials for community education, including presentation slides, media pieces, and talking points.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Collaborate with Tobacco Education Program to promote referrals to the smoking cessation programs for pregnant women and parents.

Participate in community collaborative groups or committees focused on the health and well-being of pregnant and parenting populations and those focused on topics of relevance to the MCAH population.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

Participate in planning efforts for preconception care and perinatal substance abuse with a focus on access to Medi-Cal and CPSP providers.

Inform the perinatal community and health and human service providers about perinatal trend data and their relationship to the activities in the local MCAH plan.

Identify barriers to accessing appropriate and timely care, including preventive, medical (including prenatal), dental, mental health, substance use services, and social services, and work with the perinatal community to reduce barriers and improve coordination of services.

In conjunction with the MCAH Coordinator, the other MCAH PHNs, and community partners, ensure that the professional community and the general public understands the impact of alcohol, tobacco, and other drug use during pregnancy and the benefits of prevention and intervention.

Maintain collaborative partnerships with community partners working to reduce children's exposure to substances, and engage in new partnerships as needed.

Develop local activities and evaluation methods to measure results that relate to meeting the State's MCAH priorities and the Agency's strategic plan.

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Perinatal Services Coordinator  
Page 3

Provide consultation and technical assistance in the design, development, and review of health related professional educational material.

Act as liaison to coordinate activities between MCAH and the Medi-Cal managed care organization, Partnership HealthPlan of California (PHC), including meeting at least quarterly with PHC, disseminating CPSP provider public contact information to the PHC Perinatal Program Coordinator, coordinating with PHC to avoid duplication and minimize impact of site reviews on provider offices, sharing results of provider site reviews with PHC, and implementing activities to improve access and quality of perinatal services available to Medi-Cal beneficiaries.

Revised: 04/2017

**Duty Statement  
SIDS Coordinator-SPMP**

**Budget Line: 3**

**Health Jurisdiction:** Shasta County

**Program:** Maternal, Child and Adolescent Health

**Program Position:** Public Health Nurse/SIDS Coordinator

**County Job Specification:** Registered Nurse or Public Health Nurse I/II

**General Responsibilities**

The SIDS Coordinator, under the direction of the MCAH Coordinator and in collaboration with the Shasta County Coroner's Office and other public health nurses as needed, will have the responsibility to monitor all SIDS and presumptive SIDS cases in Shasta County, and coordinate SIDS risk-reduction activities and trainings countywide. The SIDS Coordinator will provide families affected by the death of an infant with information and resources appropriate to the individual family. As a PHN, the person in this position meets the requirements to be classified as a Skilled Professional Medical Personnel (SPMP).

**Specific Duties**

Serve as the designated professional for the local health department and MCAH program for SIDS Coordinator.

Accept and coordinate referrals for all SIDS and presumed SIDS cases including ensuring support services are offered to families, caretakers, and care providers; maintaining documentation of the case management services provided by the PHN; and submitting the Report of Contact and the Public Health Services Report to the California SIDS program in a timely manner. Support services that families and others are referred to could include Medi-Cal services such as counseling.

Act as the liaison between the State SIDS Program and the local health department/MCAH SIDS program.

Enter suspected SIDS cases into the SIDS log.

Provide information for review to the MCAH Coordinator and the Child Death Review Team on each suspected SIDS death.

Collaborate with the Coroner's office to develop, implement, and maintain a notification system for the presumed SIDS cases.

Act as a resource by coordinating the provision of information and training to health care professionals, childcare providers, emergency personnel, parents, foster parents, public health professionals, and other community members who are involved in the lives of children under the age of one year by the MCAH Community Education Specialist.

Provide SIDS material that is updated with the most current information.

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Collaborate with other programs and organizations to promote SIDS awareness, education, and outreach.

Provide consultation and technical assistance in the design, development, and review of SIDS-related professional educational material.

Keep abreast of current SIDS research, maintain contact with the California SIDS Program staff, and network with other SIDS Coordinators, by attending the Annual California SIDS Conference, and the Regional SIDS council meeting when approved by the local jurisdiction.

Ensure appropriate training is provided to PHNs, including home visiting nurses in the NFP Program, and share current SIDS research with others.

Participate in the development of annual SIDS Coordinator scope of work.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

**Duty Statement**  
**Perinatal Care Guidance Coordinator-SPMP**

**Budget Line: 4**

**Health Jurisdiction:** Shasta County

**Program:** Maternal, Child and Adolescent Health

**Program Position:** Perinatal Care Guidance Coordinator

**County Job Specification:** Registered Nurse or Public Health Nurse I/II

**General Responsibilities**

The Perinatal Care Guidance Coordinator, under the direction of the MCAH Coordinator, will have responsibility to provide coordinated outreach services to all pregnant women, especially those who are eligible to receive Medi-Cal benefits, and to families with children eligible for State funded health insurance programs through Medi-Cal. Responsible for responding to referrals and connecting women and families to resources to help them access needed services including health insurance, prenatal care, and primary care, as well as dental care, mental health care, substance abuse treatment, etc. This position is required to be a Skilled Professional Medical Personnel (SPMP).

**Specific Duties**

Facilitate early and continuous client access to prenatal care and services; identify and address barriers in the provision of services.

Work with Toll-Free Line operator to ensure there is a current list of appropriate community health and human resources for the referral system.

Educate low-income pregnant women via telephone regarding early and continuous prenatal care, availability of resources, and the Medi-Cal application process.

Assess Medi-Cal eligible women to assist them in accessing prenatal care and obtaining other needed services, including assessment of tobacco, alcohol, and other substance use and perinatal mood and anxiety disorders, and appropriate referral to services.

Attend or provide training for professionals that improves the quality of health assessment, preventive health services, and care.

Participate in program workshops and meetings relating to the scope of Medi-Cal program benefits and changes in program management by the EDS representative for the Shasta County area.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

In conjunction with MCAH staff, gather, prepare, and distribute outreach materials for prevention of violence, perinatal substance use, and other risks to healthy pregnancy and birth outcomes, and access to Medi-Cal providers.

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PCG Coordinator  
Page 2

In conjunction with the MCAH Coordinator and the other MCAH PHNs, work with community partners to ensure that the professional community and the general public understands the impact of alcohol, tobacco, and other drug use during pregnancy and perinatal mood and anxiety disorders, and the benefits of prevention, intervention, and access to Medi-Cal treatment services.

In conjunction with MCAH staff, gather, prepare, and distribute outreach materials for oral health education and access to Medi-Cal dentists.

Act as backup to other MCAH PHNs in providing care coordination to clients of the Healthy Babies Program and the substance use disorder program, including conducting comprehensive assessments, making referrals to treatment services, contacting clients and treatment providers for updates, providing updates to providers and other referring organizations, and reviewing and approving Treatment Authorization Requests as needed.

Act as a backup to the SIDS Coordinator in accepting and coordinating referrals for SIDS and presumed SIDS cases, entering suspected SIDS cases into the SIDS log, and providing information for review to the MCAH Coordinator and the Child Death Review Team on each suspected SIDS death.

**Duty Statement  
Public Health Assistant**

**Budget Line: 5**

**Health Jurisdiction:** Shasta County  
**Program:** Maternal, Child and Adolescent Health  
**Program Position:** Public Health Assistant  
**County Job Specification:** Public Health Assistant

**General Responsibilities**

The Public Health Assistant, under the direction of the MCAH Coordinator, will be responsible for providing programmatic and administrative support to Skilled Professional Medical Personnel (SPMP) and other MCAH staff. This position is also responsible for maintaining administrative and evaluative records for the Healthy Babies Program and the substance use disorder care coordination program within MCAH. Both of these programs serve the purpose of connecting members of the MCAH population to needed Medi-Cal services such as counseling, substance use disorder treatment, prenatal care, primary care, and dental care. The Public Health Assistant applies their knowledge of public health principles and practices, record keeping, and reporting to supporting the programmatic work of MCAH, and may perform health paraprofessional duties.

**Specific Duties**

Provide administrative support to the MCAH Coordinator, SPMPs, and other program staff.

Assist in assembling packets for Healthy Babies Program clients, and providers and other referring organizations.

Support outreach activities, including assisting PHNs and CESs at health fairs and other community events, and assisting as needed with development and/or review of brochures and other outreach and educational materials.

Assist PHNs with maintenance and upkeep of Healthy Babies Program and substance use disorder care coordination program client charts.

Assist with the assessment and evaluation of the Healthy Babies Program by maintaining the program data files and participating in team meeting discussions of quality improvement.

Process the invoicing from the Healthy Babies Program partner counseling centers and prepare summaries for review by the MCAH Coordinator. Ensure submission to funder in a timely manner, and maintain budget tracking data files.

Assist with reporting on the Healthy Babies Program and the substance use disorder care coordination program to the state and other funders as needed.

Assist with the assessment and evaluation of other MCAH programs by maintaining the program data files as requested.

Assist MCAH staff with scheduling, advertising, and making site arrangements as needed.

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Public Health Assistant  
Page 2

Assist with compilation of the MCAH annual report and other documents, and with updates to MCAH's pages on the Shasta County HHSA website.

Provide training and serve as backup to the Office Assistant in providing clerical support to the MCAH Coordinator, SPMPs, and other program staff, including ensuring that

- time study forms are submitted and program files are maintained,
- MCAH toll-free line is monitored and the log is updated,
- brochures and other educational materials are available for providers and other community partners as requested and for MCAH staff participating in outreach events or conducting trainings and other presentations,
- resource lists are kept up to date, and
- clerical support is provided, including minute-taking, for MCAH and intra/interagency collaboration meetings.

**Duty Statement  
Office Assistant**

**Budget Line: 6**

**Health Jurisdiction:** Shasta County

**Program:** Maternal, Child and Adolescent Health

**Program Position:** Office Assistant

**County Job Specification:** Typist Clerk I/II or Office Assistant I/II

**General Responsibilities**

The Office Assistant II, under the direction of the MCAH Coordinator, will be responsible for providing administrative and clerical support to Skilled Medical Professional Personnel (SPMP) and other MCAH staff; and will be responsible for performing appropriate administrative activities to maintain the local MCAH Program.

**Specific Duties**

Provide administrative and clerical support to the MCAH Coordinator, SPMPs, and other program staff, including but not limited to typing reports, letters, and other documents; ordering office supplies and other materials needed by program staff; providing customer service, information, and referral to other resources to callers and visitors; gathering and distributing mail and other routed items; checking over documents for accuracy and compliance with established standards; maintaining financial records and files; organizing materials and supplies; and printing, copying and preparing (e.g., folding, stapling, etc.) a variety of materials.

Ensure MCAH program files are maintained.

Assist MCAH Coordinator in preparing materials and mailing MCAH Annual Report, annual Agreement Funding Application, time study documents, and grant applications and reports.

Monitor the MCAH toll free line and maintain information service log to facilitate access to Medi-Cal and health and human services for women, children, adolescents, and their families.

Assist in identifying, ordering, and/or printing brochures and flyers promoting services to the local MCAH population for distribution at outreach events.

Assist in developing and updating resource lists, such as the Pregnancy Resource Guide; brochure order form; and the obstetrical services provider list.

Gather, prepare, and distribute outreach and educational materials for MCAH topics such as breastfeeding information, preconception care, substance abuse prevention, maternal depression, oral health education, violence prevention, CPSP, SIDS Education, etc.

Upon request by the MCAH Coordinator or other program staff, assist in supporting MCAH and intra/interagency collaboration meetings, including but not limited to coordinating logistics, scheduling, communications, continuing education, and drafting minutes.

Assist the PHNs in preparing outreach and perinatal health education materials for distribution to local health care providers and other community partners.

Revised: 4/2017

**Duty Statement  
Public Health Nurse-SPMP**

**Budget Line: 7**

**Health Jurisdiction:** Shasta County

**Program:** Maternal, Child and Adolescent Health

**Program Position:** Healthy Babies Program Nurse

**County Job Specification:** Registered Nurse or Public Health Nurse I/II

**General Responsibilities**

The Healthy Babies Program Nurse, under the direction of the MCAH Coordinator will have the responsibility to provide population-based public health nursing services to improve health outcomes for women, children, and their families. The Public Health Nurse I/II will improve outreach activities for women, children, and adolescents and focus on improving systems of care for the MCAH population, especially addressing the needs of Medi-Cal eligible clients. This PHN will be primarily responsible for providing outreach and care coordination for pregnant women and mothers of young children who are experiencing perinatal mood and anxiety disorders. This position must be a Skilled Professional Medical Personnel (SPMP).

**Specific Duties**

Actively participate in community collaborative groups and committees relevant to the perinatal population on an as needed basis.

Collaborate with community partners through the Healthy Babies Program to screen, and refer for treatment when indicated, pregnant women and women parenting a child under the age of two in Shasta County using the self-administered Edinburgh Postnatal Depression Scale screening tool, for perinatal mood and anxiety disorders, promoting culturally sensitive services. Women who screen positive will receive a referral to counseling and/or connection to appropriate community resources and services.

Collaborate with Perinatal Services Coordinator to provide perinatal providers with the Edinburgh screening tool, training, referral information, and patient education materials and resources.

Collaborate with the MCAH Community Education Specialist to provide training for perinatal providers and office staff as well as community based organizations (CBOs) on screening with the Edinburgh screening tool and referral.

Review screening and referral forms to identify teaching needs for staff.

Provide follow-up for patients at risk for perinatal mood and anxiety disorders that are referred to MCAH Healthy Babies Program. Communicate with referring physicians/organizations and serve as a liaison between counseling centers, and referring physician/organization.

Provide Care Coordination to ensure that women who are referred to the Healthy Babies Program receive a "warm hand off" referral to the counseling services as well as other services they need.

Assist in revision of protocols/procedures for Healthy Babies Program referral process as needed.

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Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Work with MCAH CES to ensure provision of community education, including presentations to professional groups, on the subjects of maternal depression and other MCAH related topics as indicated.

In accordance with State guidelines, gather community input, participate in determining local priorities, and assist with identifying proven interventions to utilize in development of the local MCAH needs assessment and implementation plan.

Apply knowledge of the principles of asset-based community development, preconception care, life course theory, and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

Gather, prepare, and distribute outreach and educational materials for perinatal mood and anxiety disorders, breastfeeding, prevention of violence, and other relevant MCAH topics.

Collaborate with community, professional, and interagency groups to improve health outcomes for women, children, adolescents, and their families.

Inform and assist clients and their families, particularly those who are eligible for Medi-Cal, about program services, and identify and address barriers to accessing services.

Attend or provide professional training, which improves the quality of health assessment, preventive health services, and care.

Provide consultation and assistance in the design, development, and review of health related referral resources and professional education material.

Work with support staff to ensure there is a current list of appropriate community health and human resources for the Toll Free MCAH referral line.

Provide back up to substance use care coordination program nurse to provide care coordination to clients, including conducting comprehensive assessments, making referrals to treatment services, contacting clients and treatment providers for updates, and providing updates to providers and other referring organizations.

Provide back up to PCG to educate low-income pregnant women via telephone regarding the importance of early and continuous prenatal care, availability of resources (including those for tobacco, alcohol, and other substance use), and the Medi-Cal application process.

**Duty Statement  
Public Health Nurse-SPMP**

**Budget Line: 8**

**Health Jurisdiction:** Shasta County

**Program:** Maternal, Child and Adolescent Health

**Program Position:** Substance Use Care Coordination Program Nurse

**County Job Specification:** Registered Nurse or Public Health Nurse I/II

**General Responsibilities**

The Substance Use Care Coordination Program Nurse, under the direction of the MCAH Coordinator will have the responsibility to provide population-based public health nursing services to improve health outcomes for women, children, and their families. The Public Health Nurse I/II will improve outreach activities for women, children, and adolescents and focus on improving systems of care for the MCAH population, especially addressing the needs of Medi-Cal eligible clients. This PHN will primarily be responsible for providing outreach and care coordination for women of childbearing age who are using or abusing alcohol, tobacco, and other drugs. This position must be a Skilled Professional Medical Personnel (SPMP).

**Specific Duties**

Actively participate in community collaborative groups and committees relevant to the perinatal population on an as needed basis.

Collaborate with community partners to screen, and refer for treatment when indicated, preconception and pregnant women in Shasta County for substance use (alcohol, tobacco, and other drugs), promoting culturally sensitive services. Women who screen positive will receive a referral to substance abuse treatment and/or connection to appropriate community resources and services.

Collaborate with Perinatal Services Coordinator and Community Education Specialist to provide perinatal providers and office staff as well as community based organizations (CBOs) with training, referral information, and patient education materials and resources.

Review referral forms to identify teaching needs for staff.

Provide follow-up for patients at risk for substance abuse that are referred to MCAH. Communicate with referring physicians/organizations and serve as a liaison between substance abuse treatment programs and referring physician/organization.

Provide Care Coordination to ensure that women who are referred receive a "warm hand off" referral to the substance abuse treatment services they need.

Assist in revision of protocols/procedures for program referral process as needed.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Collaborate with Tobacco Education Program to promote referrals to the smoking cessation

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PHN II  
Page 2

programs for preconception, pregnant and parenting women.

Work with Community Education Specialist to ensure provision of community education, including presentations to professional groups, on the subjects of substance abuse and other MCAH related topics as indicated.

In accordance with state guidelines, gather community input, participate in determining local priorities, and assist with identifying proven interventions to utilize in development of the local MCAH needs assessment and implementation plan.

Apply knowledge of the principles of asset-based community development, preconception care, life course theory, and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

Gather, prepare, and distribute outreach and educational materials for substance abuse prevention, breastfeeding, prevention of violence, and other relevant MCAH topics.

Collaborate with community, professional, and interagency groups to improve health outcomes for women, children, adolescents, and their families.

Inform and assist clients and their families, particularly those who are eligible for Medi-Cal, about program services, and identify and address barriers to accessing services.

Attend or provide professional training, which improves the quality of health assessment, preventive health services, and care.

Provide consultation and assistance in the design, development, and review of health related referral resources and professional education material.

Work with support staff to ensure there is a current list of appropriate community health and human resources for the Toll Free MCAH referral line.

Provide back up to the Healthy Babies Program Nurse to provide care coordination to clients, including conducting comprehensive assessments, making referrals to counseling services, contacting clients and counseling centers for updates, reviewing and approving Treatment Authorization Requests, and providing updates to providers and other referring organizations.

Provide back up to PCG to educate low-income pregnant women via telephone regarding the importance of early and continuous prenatal care, availability of resources (including those for tobacco, alcohol, and other substance use), and the Medi-Cal application process.

Provide back up for SIDS Coordinator to implement SIDS activities countywide.

**Duty Statement**  
**Senior Public Health Assistant**

**Budget Line: 9**

**Health Jurisdiction:** Shasta County

**Program:** Maternal, Child and Adolescent Health

**Program Position:** Senior Public Health Assistant

**County Job Specification:** Senior Public Health Assistant

**General Responsibilities**

The Senior Public Health Assistant, under the direction of the MCAH Coordinator, will be responsible for providing programmatic and administrative support to Skilled Professional Medical Personnel (SPMP) and other MCAH staff. This position is also responsible for child passenger safety education and program work as well as providing back-up coverage and assisting with the Healthy Babies Program and the substance use disorder care coordination program within MCAH. Both of these programs serve the purpose of connecting members of the MCAH population to needed Medi-Cal services such as counseling, substance use disorder treatment, prenatal care, primary care, and dental care. The Senior Public Health Assistant performs the most complex administrative duties of a program or programs and applies their knowledge of public health principles and practices, program administration, record keeping, and health education practices to support the programmatic work of MCAH, and may perform health paraprofessional duties.

**Specific Duties**

Provide administrative support to the MCAH Coordinator, SPMPs, and other program staff.

Coordinate and teach Child Passenger Safety/Car Seat education classes.

Participate in teleconferences and collaborative meetings for Vehicle Occupant Safety Program with CDPH to maintain knowledge of current car seat legislation and practices.

Collect and updating health education materials for educating participants of the car seat classes.

Maintain a list of current resources for free car seats and for locations of car seat installations.

Collaborate with Public Health Branch and Injury Prevention Coalition members for common messaging and outreach.

Offer car seat classes to HHSA and community agencies/programs as appropriate.

Track number of participants in child passenger and car seat classes.

Serve as backup to the Public Health Assistant to assist with the Healthy Babies Program and the substance use disorder care coordination program within MCAH.

- Assist in assembling packets for Healthy Babies Program clients, and providers and other referring organizations.
- Support outreach activities, including assisting PHNs and CESs at health fairs and other community events, and assisting as needed with development and/or review of brochures and other outreach and educational materials.

Last Updated: 9/2017

Shasta County Public Health, MCAH Duty Statement  
Public Health Assistant  
Page 2

- Assist PHNs with maintenance and upkeep of Healthy Babies Program and substance use disorder care coordination program client charts.
- Assist PHNs with maintenance and upkeep of Healthy Babies Program and substance use disorder care coordination program client charts.
- Assist with the assessment and evaluation of the Healthy Babies Program by maintaining the program data files and participating in team meeting discussions of quality improvement.
- Process the invoicing from the Healthy Babies Program partner counseling centers and prepare summaries for review by the MCAH Coordinator. Ensure submission to funder in a timely manner, and maintain budget tracking data files.
- Assist with reporting on the Healthy Babies Program and the substance use disorder care coordination program to the state and other funders as needed.
- Assist with the assessment and evaluation of other MCAH programs by maintaining the program data files as requested.
- Assist MCAH staff with scheduling, advertising, and making site arrangements as needed.
- Assist with compilation of the MCAH annual report and other documents.

Serve as backup to the Office Assistant in providing clerical support to the MCAH Coordinator, SPMPs, and other program staff, including ensuring that

- time study forms are submitted and program files are maintained,
- MCAH toll-free line is monitored and the log is updated,
- brochures and other educational materials are available for providers and other community partners as requested and for MCAH staff participating in outreach events or conducting trainings and other presentations,
- resource lists are kept up to date, and
- clerical support is provided, including minute-taking, for MCAH and intra/interagency collaboration meetings.

## **Duty Statement**

### **Community Education Specialist**

Budget Line: 10

**Health Jurisdiction:** Shasta County

**Program:** Maternal, Child and Adolescent Health

**Program Position:** Community Education Specialist – MCAH Generalist

**County Job Specification:** Community Education Specialist I/II

### ***General Responsibilities***

The Community Education Specialist will work under the supervision of the MCAH Coordinator to plan, develop, implement, and evaluate community health education strategies of the MCAH Program. It is preferred that this position be a Skilled Professional Medical Personnel (SPMP).

### ***Specific Duties***

Research, acquire or develop, and implement curriculum and other materials to promote alcohol, tobacco, and other drug use prevention in youth.

Create new and/or maintain collaborative partnerships related to adolescent alcohol, tobacco and other substance use prevention, adolescent mental well-being and suicide prevention, and other topics impacting child and adolescent health.

Gather, prepare, and distribute outreach materials and information related to adolescent health and wellness.

In conjunction with the MCAH Coordinator and other MCAH staff, coordinate the compilation of information and accompanying documentation for the required MCAH annual report.

In conjunction with the MCAH PHNs and other staff, work with community partners to ensure that the professional community and the general public understands the impact of alcohol, tobacco, and other drug use during adolescence, and the benefits of prevention, intervention, and early access to Medi-Cal treatment services.

Apply knowledge of the principles of asset-based community development and health inequities when assessing, planning, and evaluating programs, policies, and procedures utilized by public health.

Research grant opportunities to support MCAH Program activities. Write or assist with funding proposals to support prevention efforts to benefit women, children, and adolescents and their families.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Revised: 04/2017

Shasta County Public Health, MCAH Duty Statement  
Community Education Specialist  
Page 2

Assist with gathering information, analyzing data, conducting surveys, and assessing the needs of the MCAH and CPSP populations.

Participate in outreach activities to help improve community health indicators for women, children, and families.

Act as liaison between MCAH and various agencies, organizations, and coalitions as well as other programs within the Health and Human Services Agency to improve access and quality of services for women, children, and adolescents and their families.

Assist with media/marketing campaigns; website development; writing PSAs and press releases; and other promotional activities.

Update and disseminate health education materials and provide technical assistance in the design, development, implementation, review, and evaluation of health education strategies used within MCAH programs.

Gather, prepare, and distribute outreach materials and information on topics impacting the health of women and young children including perinatal mood and anxiety disorders, perinatal substance use, dental care and oral hygiene, early prenatal care, safe sleep and other SIDS risk reduction strategies. Incorporate life course theory, chronic disease prevention, and preconception care.

Develop and incorporate messages related to the connection between maternal depression and attachment.

Participate in outreach activities to at-risk, vulnerable women and help improve community health indicators for women, children, and families.

Create new and/or maintain collaborative partnerships related to preconception and perinatal substance use prevention and maternal mental well-being.

Act as liaison between MCAH and various agencies, organizations, and coalitions to improve access and quality of services for women, children, and adolescents, and their families.

Coordinate, plan, and conduct maternal depression education that includes access to Medi-Cal services, local resources for professionals, including providers and staff from the health care delivery systems.

Provide SIDS and SUID information and training including risk reduction strategies to health care professionals, childcare providers, emergency personnel, parents, foster parents, public health professionals, and other community members who are involved in the lives of children under the age of one year.

In collaboration with the SIDS coordinator, provide SIDS material that is updated with the most current information, and collaborate with other programs and organizations to promote SIDS awareness, education and outreach. Participate in the design and development of SIDS-related professional education material.

Apply knowledge of the principles of asset-based community development, strengthening families, life course perspective, and health inequities when assessing, planning, and evaluating programs, policies and procedures utilized by public health.

Revised: 04/2017

Shasta County Public Health, MCAH Duty Statement  
Community Education Specialist  
Page 3

Assist with media/marketing campaigns, including writing PSAs, press releases, and other promotional activities.

Update and disseminate health education materials and provide technical assistance in the design, development, implementation, review, and evaluation of health education strategies used within MCAH programs.

Research grant opportunities to support MCAH Program activities. Write or assist with funding proposals to support prevention efforts to benefit women, children, and adolescents and their families.

Explore funding and approaches that integrate chronic disease prevention, preconception care, and the life course perspective into the MCAH program activities.

Serve as backup to other Community Education Specialist in MCAH.

**Duty Statement  
MCAH Director-SPMP**

**Budget Line: 11**

**Health Jurisdiction:** Shasta County  
**Program:** Maternal, Child and Adolescent Health (MCAH)  
**Program Position:** MCAH Director  
**County Job Specification:** Health Officer

**General Responsibilities**

The MCAH Director, under the direction of the Public Health Branch Director, has the responsibility to provide clinical oversight and consultation to the MCAH Coordinator in the Coordinator's roles of directing the local MCAH Program to perform the core public health functions of assessment, policy development, and assurance and implementing the approved Scope of Work. The MCAH Director will provide clinical expertise to the MCAH Coordinator in the Coordinator's role of working collaboratively with the Nurse-Family Partnership® (NFP) Supervising Public Health Nurse to foster internal and external partnerships and collaboration. It is required that this position be filled by a Skilled Professional Medical Personnel (SPMP).

**Specific Duties**

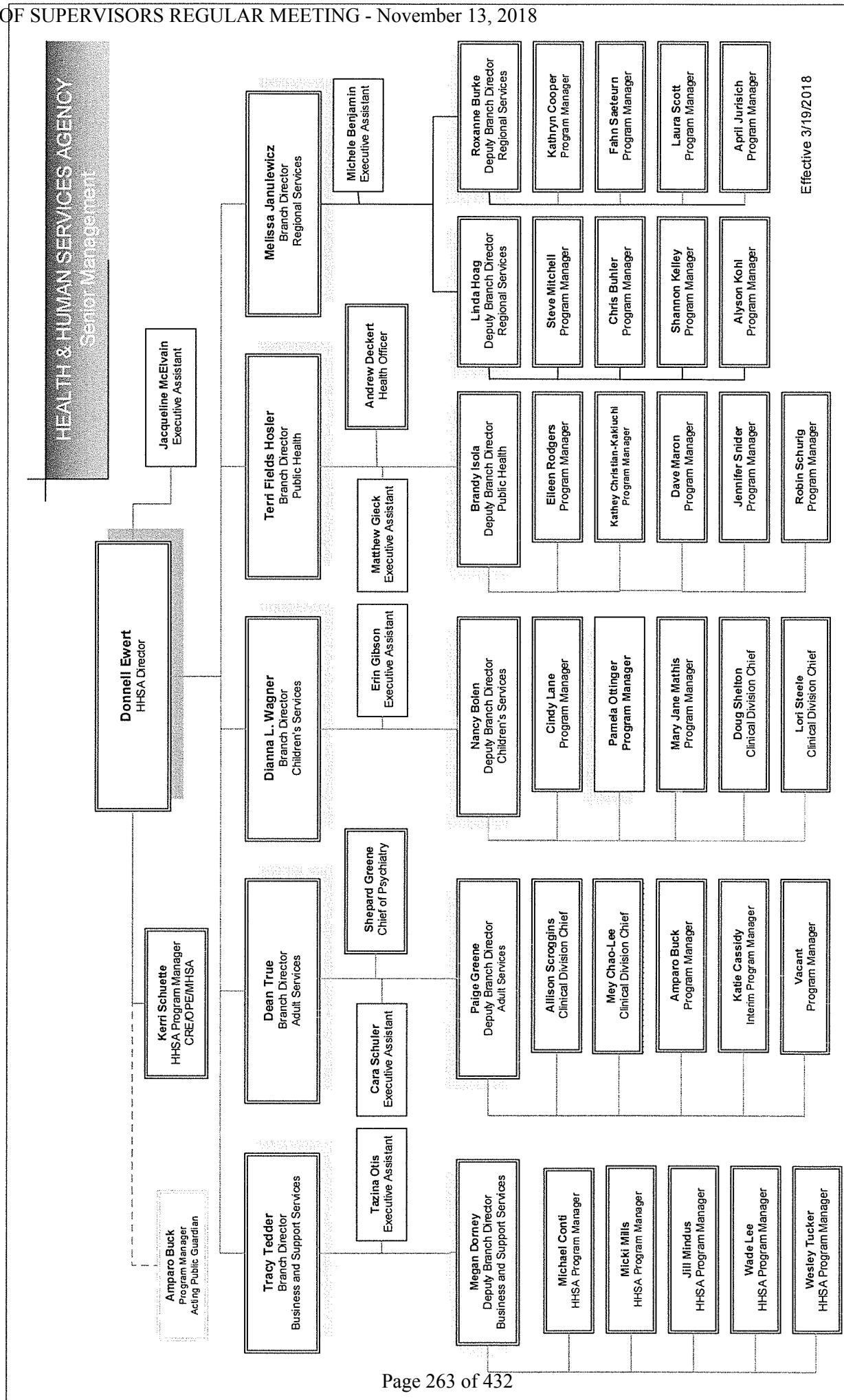
When necessary, participate in community, professional and interagency meetings to provide clinical expertise on perinatal health, maternal depression, prevention of adverse childhood experiences, oral health, chronic disease, preconception care issues and advocate for MCAH services.

Provide clinical consultation to professional staff in other agencies about specific medical conditions identified within their client population.

Addressing the target population of Medi-Cal eligible pregnant, postpartum and childbearing aged women and families, use skilled professional medical expertise to: assist with utilization review of medical services, program planning and policy development, SPMP administrative medical case management, intra/interagency and provider coordination/collaboration, and quality management.

Provide consultation and technical assistance in the design, development and review of health related professional educational material.

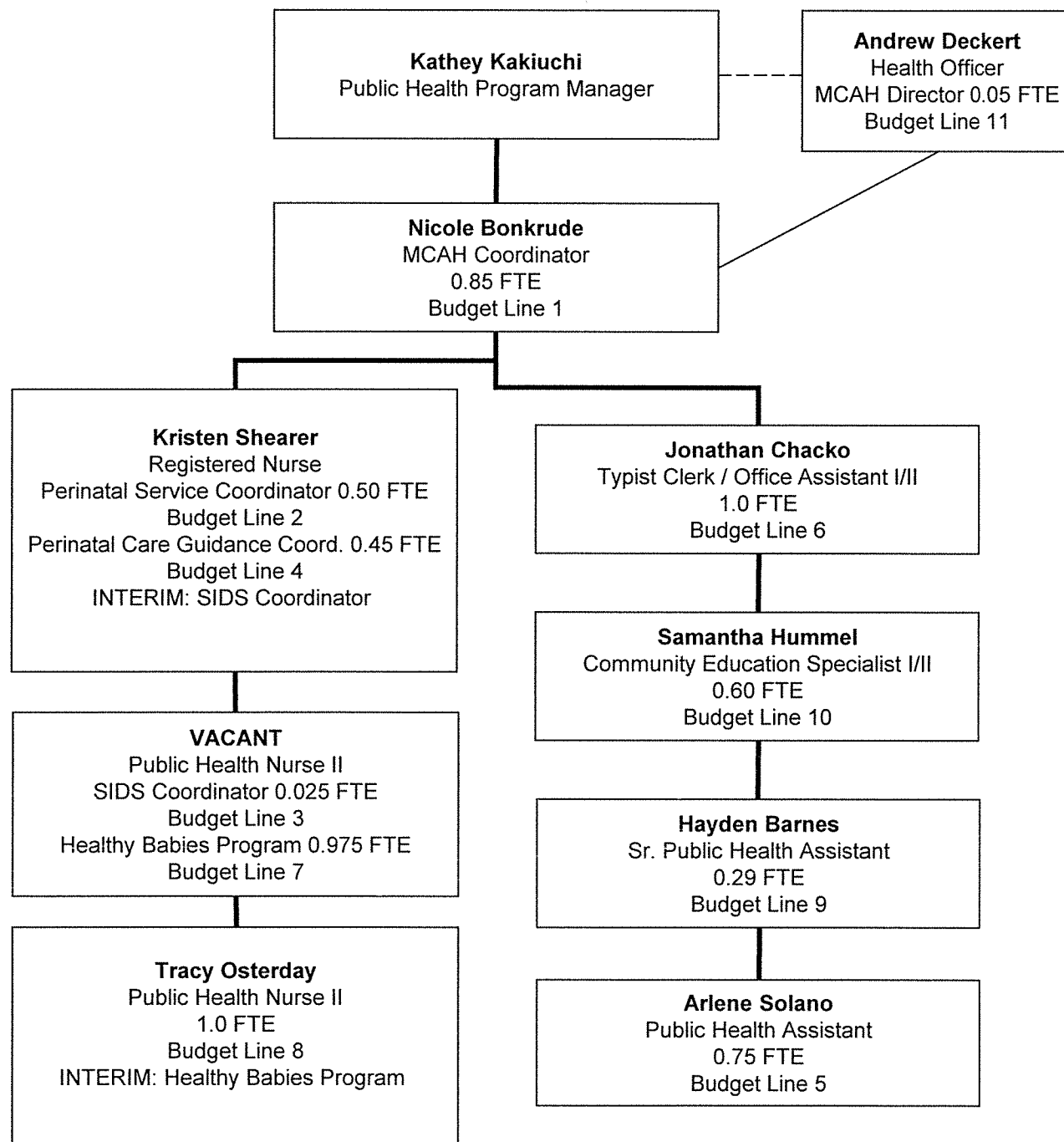
Provide ongoing liaison with Medi-Cal providers around issues of treatment and health assessment.





Health and Human  
Services Agency

**HEALTH & HUMAN SERVICES AGENCY**  
**Public Health Branch**  
**Healthy & Safe Families Division – MCAH**



April 2018



KAREN L. SMITH, MD, MPH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



EDMUND G. BROWN JR.  
Governor

April 6, 2017

Kathey Kakiuchi  
Public Health Program Manager  
Healthy and Safe Families Division  
2650 Breslauer Way  
Redding, CA 96001-4246

Dear Ms. Kakiuchi:

MCAH ALLOCATION #2017-45  
APPROVAL AND CREDENTIAL WAIVER FOR THE MCAH COORDINATOR IN  
SHASTA COUNTY

The request dated April 4, 2017, for approval and waiver to allow Nicole Bonkrude, MPH, to serve as the Maternal, Child and Adolescent Health (MCAH) Coordinator at 0.85 Full-Time Equivalent (FTE) in the MCAH Program and 0.15 FTE in the California Home Visiting Program, has been reviewed and is approved, effective January 9, 2017. Andrew Deckert, MD, MPH, will continue to serve as the MCAH Director at 0.05 FTE in-kind. The combined total for MCAH leadership meets the 0.75 FTE requirements as stated in the MCAH Policies and Procedures Manual.

The approval/waiver is based on the following: (1) Ms. Bonkrude has over 10 years of experience working in public health; (2) Andrew Deckert, MD, MPH, will continue to serve as the MCAH Director and provide clinical oversight of the MCAH Program; and (3) the Perinatal Services Coordinator, funded at 0.70 FTE, will assist with Scope of Work implementation.

This approval is applicable as long as Dr. Deckert and Ms. Bonkrude occupy the positions of MCAH Director and MCAH Coordinator, respectively, and Shasta County maintains the staffing levels described above.

This approval/waiver may be revoked at any time if the needs of the population and the program are not met.

Please keep a copy of this approval/waiver letter in your MCAH files for audit purposes. Please submit a copy with each MCAH Agreement Funding Application submitted.

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CDPH Maternal, Child and Adolescent Health Division/Center for Family Health  
MS 8300, P.O. Box 997420, Sacramento, CA 95899-7420  
(916) 650-0300 • (916) 650-0305 FAX  
Internet Address: [www.cdph.ca.gov](http://www.cdph.ca.gov)



Kathey Kakiuchi  
Page 2  
April 6, 2017

If there are any questions about this letter, please contact your Nurse Consultant, Cheryl Hunter-Marston, at (916) 650-0360.

Sincerely,

A handwritten signature in black ink, appearing to read "Mari Taylan-Arcoleo".

Mari Taylan-Arcoleo, MPH, Chief  
Program Policy and Promotion Section  
Maternal, Child and Adolescent Health Division

cc: Clarissa Tsang, Contract Analyst  
Allocations and Matched Funding Unit  
Program Allocations, Integrity & Support Branch  
Maternal, Child and Adolescent Health Division

Kristy Lieu, Program Consultant  
California Home Visiting Program  
Maternal, Child and Adolescent Health Division

Cheryl Hunter-Marston, APRN, MSN, CNS-BC, DNPc  
Nurse Consultant III  
Program Standards Branch  
Maternal, Child and Adolescent Health Division

MCAH Central File

Agency: Shasta County HHSA Public Health Branch  
Agreement Number: 201845

Fiscal Year: 2018-19

California Department of Public Health (CDPH)  
Maternal, Child and Adolescent Health (MCAH) Program  
Scope of Work (SOW)

☒ **IMPORTANT:** By clicking this box, I agree to allow the state MCAH Program to post my Scope of Work on the CDPH/MCAH website.

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop at least two objectives in Goal 1, one to address the health of reproductive age women and one to address the needs of pregnant women and two objectives for Goal 3, a SIDS/SUID objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3.5, including one objective addressing fetal, neonatal, post-neonatal and infant deaths. In the second shaded column of 3.5a, Intervention Activities to Meet Objectives, insert the number and percent of cases that will be reviewed for the fiscal year. Lastly, if resources allow, LHJs should develop additional objectives, which can be placed under any of the Goals 1-5. All activities in this SOW must take place within the fiscal year. Please see the MCAH Policies and Procedures Manual for further instructions on completing the SOW.

The development of this SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- o The Ten Essential Services of Public Health: <http://www.cdc.gov/nphps/essentialServices.html>;
- o The Spectrum of Prevention: <http://www.preventioninstitute.org/component/taxonomy/term/list/94/127.html>
- o Life Course Perspective: <http://mchb.hrsa.gov/lifecourseresources.htm>
- o The Social-Ecological Model: <http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html>
- o Social Determinants of Health: <http://www.cdc.gov/socialdeterminants/>
- o Strengthening Families: <http://www.cssp.org/reform/strengthening-families>

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual which is found on the CDPH/MCAH website

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities, and Title V and State requirements, the MCAH SOW provides LHJs the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Reports.

<sup>1</sup> 2016-2020 Title V State Priorities  
<sup>2</sup> MCH Title V Block Grant Requirements  
<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 1: Improve access to and utilization of comprehensive, quality health and social services**  
The shaded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>Objective 1.1</b> All women of reproductive age, pregnant women, infants, children, adolescents and children and youth with special health care needs (CYSHCN) will have access to needed and preventive, medical, dental, and social services by: <ul style="list-style-type: none"> <li>Targeting outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits<sup>2</sup></li> <li>Decreasing Medi-Cal eligible women, children, post-partum women without insurance<sup>1</sup></li> </ul>	<b>Assessment</b> <b>1.1a</b> <ol style="list-style-type: none"> <li>Identify and monitor the health status of women of reproductive age; pregnant women, infants, children, adolescents, and CYSHCN, including the social determinants of health and access/barriers to the provision of:               <ul style="list-style-type: none"> <li>Preventive, medical, dental, and social services</li> </ul> </li> <li>Review data books and monitor trends over time, geographic areas and population group disparities</li> <li>Annually, share your data with key local health department leadership</li> </ol>	<b>1.1a</b> <ol style="list-style-type: none"> <li>This deliverable will be fulfilled by completing and submitting your Community Profile with your Agreement Funding Application each year</li> <li>Briefly describe process for monitoring and interpreting data</li> <li>Report the date data shared with the key health department leadership. Briefly describe their response, if significant.</li> </ol>	<b>1.1a</b> Nothing is entered here.

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
 Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 1: Improve access to and utilization of comprehensive, quality health and social services**  
 The shaded areas represent required activities.

Short and/or Intermediate Objectives(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b>1.1b</b> Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.	<b>1.1b</b> Report the total number of collaboratives with MCAH staff participation.  Submit online Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.	<b>1.1b</b> List policies or products developed to improve infrastructure that address MCAH priorities.
	<b>Policy Development</b> <b>1.1c</b> i. Review, revise and enact protocols or policies that facilitate access to Medi-Cal, California Children's Services (CCS), Covered CA, and Women, Infants, and Children (WIC)	<b>1.1c</b> i. List types of protocols or policies developed or revised to facilitate access to health care services.	<b>1.1c</b> i. List formal and informal agreements in place including Memoranda of Understanding with Medi-Cal Managed Care Plans (MCP) or other organizations that address the needs of mothers and infants

<sup>1</sup> 2016-2020 Title V State Priorities  
<sup>2</sup> MCH Title V Block Grant Requirements  
<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
 Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 1: Improve access to and utilization of comprehensive, quality health and social services**  
 The shaded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	ii. Develop and implement protocols to ensure all clients in MCAH programs are enrolled in a health insurance plan, linked to a provider, and complete an annual visit. Protocols include the following key components: <ul style="list-style-type: none"> <li>Assist clients to enroll in health insurance</li> <li>Link clients to a health care provider for a preventive and/or medical visit</li> <li>Develop a tracking mechanism to verify that the client enrolled in health insurance, completed a preventive or well medical visit</li> </ul>	ii. Briefly describe the key components of the protocols developed to ensure all clients in MCAH programs are enrolled in insurance or a health plan, linked to a provider and complete an annual preventative and/or medical visit.	ii. Describe and summarize the impact of protocols or policy and systems changes that facilitate access to Medi-Cal, CCS, Covered CA, and WIC.
	<b>Assurance 1.1d</b> Develop staff knowledge and public health competencies for MCAH related issues	<b>1.1d</b> Summarize staff knowledge and competencies gained	<b>1.1d</b> Nothing is entered here

<sup>1</sup> 2016-2020 Title V State Priorities  
<sup>2</sup> MCH Title V Block Grant Requirements  
<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
 Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 1: Improve access to and utilization of comprehensive, quality health and social services**  
**The shaded areas represent required activities.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b>1.1e</b> Conduct activities to facilitate referrals to Medi-Cal, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage <sup>2</sup>	<b>1.1e</b> Describe activities to ensure referrals to health insurance, programs and preventive visits	<b>1.1e</b> Report the number of referrals to Medi-Cal, Covered CA, CCS, or other low/no-cost health insurance or programs.
	<b>1.1f</b> Provide a toll-free or "no-cost to the calling party" telephone information service and other appropriate methods of communication, e.g., local MCAH Program web page to the local community <sup>3</sup> to facilitate linkage of MCAH population to services	<b>1.1f</b> Describe the methods of communication, including the cultural and linguistic challenges and solutions to linking the MCAH population to services	<b>1.1f</b> Report the following: <ul style="list-style-type: none"> <li>• Number of calls to the toll-free or "no-cost to the calling party" telephone information service</li> <li>• The number of web hits to the appropriate local MCAH Program webpage</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 1.2: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i>			
Objective 1.2  By June 30, 2019, obtain/develop and distribute educational materials/messages to at least 10 medical provider offices/ community based family-serving organizations or community events regarding the importance of seeking treatment for substance use and mental illness, and resources available (including MCAH's Prenatal Care Guidance, Healthy Babies Early Mental Health and Women's Connect to Wellness and Recovery Programs) to connect with services including substance use and mental illness treatment.	<b>Policy Development</b>  <b>1.2a</b> Obtain and/or develop educational materials/messages on: <ul style="list-style-type: none"><li>• The importance of seeking treatment for mental illness</li><li>• Resources available (including MCAH's Healthy Babies Program) to connect with services including mental illness treatment</li><li>• Mental health care benefits available to Medi-Cal beneficiaries</li><li>• Local mental health care providers accepting Medi-Cal</li></ul> Distribute educational materials to medical providers and community based organizations to distribute to their patients/clients.	<b>Policy Development</b>  <b>1.2a</b> <ul style="list-style-type: none"><li>• Briefly describe process and participants in gathering/developing messages and materials.</li><li>• List and briefly describe selected key messages.</li><li>• List materials that were identified and/or developed.</li><li>• List medical provider offices and community based organizations distributing educational materials to patients/clients.</li></ul>	<b>Policy Development</b>  <b>1.2a</b> <ul style="list-style-type: none"><li>• Number of educational materials gathered or developed, and distributed to partners.</li><li>• Total number of provider offices and total number of community based family-serving organization distributing materials to patients/clients and families.</li><li>• Website analytics for resources accessed anonymously on County website pages.</li></ul>
Objective 1.2  By June 30, 2019, disseminate 12 messages related to raise awareness	<b>Policy Development</b>  <b>1.2a</b> Collaborate with Community Relations staff to develop a Facebook or other appropriate	<b>Policy Development</b>  <b>1.2a</b>	<b>Policy Development</b>  <b>1.2a</b> <ul style="list-style-type: none"><li>• Number of followers, likes, shares, etc. via social media.</li></ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 1.2: WOMEN/MATERNAL DOMAIN:** Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>REQUIRED LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i>			
of MCAH topics, resources and programs via social media.	<p>social media account targeting women of reproductive age and begin disseminating information through it.</p> <p>Continue to utilize Travelling Blue Dot Social Media Campaign Toolkit to expand local use by existing HHSA collaboratives to address maternal mental health.</p>	<ul style="list-style-type: none"><li>Briefly describe process of requesting and planning social media participation.</li><li>List or describe messages being disseminated via social media.</li></ul>	<ul style="list-style-type: none"><li>Number of messages disseminated via social media.</li></ul>
<b>Objective 1.2</b>  By June 30, 2019, at least 70% of Healthy Babies Program clients (who are pregnant or have children age 0-2 and are identified as at risk for a Perinatal Mood and Anxiety Disorder (PMAD)) will be connected with counseling services.	<p><b>Assurance</b></p> <p><b>1.2b</b> Provide care coordination to women referred to the Healthy Babies Program, including conducting an assessment of their needs, referring them to needed services including counseling, following up with the counseling center and the client to ensure needs are being met, and providing updates to the referring provider/organization.</p> <p>Meet regularly with key staff from partner counseling centers to troubleshoot barriers to connecting clients to services.</p>	<p><b>Assurance</b></p> <p><b>1.2b</b> Brief description of the types of services women are connected with.</p> <p>Brief description of barriers and successes related to care coordination and connection to services.</p>	<p><b>Assurance</b></p> <p><b>1.2b</b> Number of women connected to counseling services/total number of newly enrolled Healthy Babies Program clients who are pregnant or have children age 0-2 and are identified as at risk for a PMAD).</p> <p>Description of potential solutions to the barriers and challenges to care coordination, and outcomes of implementing these solutions</p>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

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**Goal 1.2: WOMEN/MATERNAL DOMAIN:** Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i>			
Objective 1.2  By June 30, 2019, participate in at least two community events and distribute educational materials/information to event attendees to share MCAH program information and raise awareness of perinatal mood and anxiety disorders, the need for treatment, and the availability of resources.	Policy Development  1.2c Participate in at least two community events to distribute information and educational materials about perinatal mood and anxiety disorders and the Healthy Babies Program	Policy Development  1.2c <ul style="list-style-type: none"><li>List community events attended and include brief description of target audience and attendance.</li><li>List or describe MCAH program information and awareness messages being disseminated.</li></ul>	Policy Development  1.2c <ul style="list-style-type: none"><li>Number of educational materials distributed at community events.</li><li>Number of referral resources distributed at community events.</li><li>Number of community events attended.</li></ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

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**Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>Objective 1.3</b> All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women by: <ul style="list-style-type: none"> <li>Increasing first trimester prenatal care initiation<sup>1</sup></li> <li>Increasing postpartum visit<sup>1</sup></li> <li>Increasing access to providers that can provide the appropriate services and level of care for reproductive age women<sup>1</sup></li> </ul>	<b>Assurance</b> <b>1.3a</b> <ul style="list-style-type: none"> <li>i. Develop MCAH staff knowledge of the system of maternal and perinatal care</li> <li>ii. Develop a comprehensive resource and referral guide of available health and social services</li> <li>iii. Attend the yearly CPSP statewide meeting</li> <li>iv. Conduct local activities to facilitate increased access to early and quality perinatal care</li> </ul>	<b>1.3a</b> Report the following: <ul style="list-style-type: none"> <li>i. List of trainings received by staff on perinatal care, such as roundtables, regional meetings, collaborative work</li> <li>ii. Submit resource and referral guide</li> <li>iii. Date and attendance at the CPSP yearly meeting</li> <li>iv. List activities implemented to increase access of women to early and quality perinatal care. Identify barriers and opportunities to improve access to early and quality perinatal care</li> </ul>	<b>1.3a</b> Provide the number and describe the outcomes of: <ul style="list-style-type: none"> <li>Roundtable meetings</li> <li>Regional meetings</li> <li>Other maternal and perinatal meetings</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

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**Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b>1.3b</b> Outreach to perinatal providers, including Medi-Cal Managed Care i. Enroll in CPSP (Fee-for-Service and FQHC/RHC/IHC providers) ii. Identify and work with MCP liaisons to provide CPSP comparable services iii. Assist MCP providers to provide CPSP comparable services	<b>1.3b</b> i. Enroll FFS and FQHC/RHC/IHC providers Identify the MCP liaison(s). ii. Work with MCP(s) to provide CPSP comparable services iii. Work with MCP providers to provide CPSP comparable services	<b>1.3b</b> Nothing is entered here
	<b>1.3c</b> Coordinate perinatal activities between MCAH and the Regional Perinatal Programs of California (RPPC) to improve maternal and perinatal systems of care, including coordinated post-partum referral systems for high-risk mothers and infants upon hospital discharge	<b>1.3c</b> List number of meetings attended to facilitate coordination of activities between RPPC and MCAH and briefly describe outcomes	<b>1.3c</b> Nothing is entered here.

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**Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.3d Conduct technical assistance and face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers or managed care providers in collaboration with MCP(s) liaison to ensure that CPSP services are implemented and protocols are in place	1.3d Report the number of CPSP provider technical assistance activities conducted by phone or email  Report the number of QA/QI face-to-face site visits conducted with: <ul style="list-style-type: none"> <li>Enrolled CPSP providers</li> <li>MCPs providers (with MCP liaison(s))</li> <li>Number of chart reviews</li> </ul> List common problems or barriers and successful interventions	1.3d Describe the results of technical assistance provided by phone or email  Describe the results of QA/QI activities that were conducted with: <ul style="list-style-type: none"> <li>Enrolled CPSP providers</li> <li>MCPs providers (with MCP liaison(s))</li> <li>Summary of findings from the chart reviews</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

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**Goal 1.4: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for pregnant women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>REQUIRED LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.4, 1.4a, 1.4b, 1.4c, 1.4d, etc.</i>			
<b>Objective 1.4a</b>	<b>Policy Development</b>	<b>Policy Development</b>	<b>Policy Development</b>
Collaborate with Immunization Coordinator to conduct outreach and disseminate educational information to medical provider offices/ community based family-serving organizations or community events regarding immunizations in pregnancy to prevent infant pertussis and influenza.	<b>1.4a</b>  Distribute educational materials to medical providers and community based organizations to distribute to their patients/clients.	<b>1.4a</b>  <ul style="list-style-type: none"><li>List materials that were identified and/or developed.</li><li>List medical provider offices and community based organizations distributing educational materials to patients/clients.</li></ul>	<b>1.4a</b>  <ul style="list-style-type: none"><li>Number of educational materials gathered or developed, and distributed to partners.</li><li>Total number of provider offices and total number of community based family-serving organization distributing materials to patients/clients and families.</li></ul>
<b>Objective 1.4b</b>	<b>Policy Development</b>	<b>Policy Development</b>	<b>Policy Development</b>
Collaborate with Communicable Disease/Sexually Transmitted Disease Units to conduct outreach and disseminate educational information to medical provider offices/ community based family-serving organizations or community events regarding the testing, treatment and response of syphilis (including during	<b>1.4b</b>  Collaboration meeting with Communicable Disease/Sexually Transmitted Disease Units and Shasta Reproductive Health Collaborative.  Distribute educational materials to medical providers and community based organizations to distribute to their patients/clients.	<b>1.4b</b>  <ul style="list-style-type: none"><li>List materials that were identified and/or developed.</li><li>List medical provider offices and community based organizations distributing educational materials to patients/clients.</li></ul>	<b>1.4b</b>  <ul style="list-style-type: none"><li>Number of educational materials gathered or developed, and distributed to partners.</li><li>Total number of provider offices and total number of community based family-serving organization distributing materials to patients/clients and families.</li></ul>

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**Goal 2: CHILD/CYSHCN DOMAIN:** Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>Objective 2.1</b>  <b>Provide developmental screening for all children<sup>1</sup> in MCAH programs</b> <ul style="list-style-type: none"> <li>All children, including CYSHCN, receive a yearly preventive medical visit</li> <li>Increase the rate of developmental screening for children ages 0-5 years according to AAP guidelines – 9 months, 18 months and 30 months</li> </ul>	<b>2.1a</b>  Promote the <u>American Academy of Pediatrics (AAP)</u> developmental screening guidelines.  <u>The following bolded activities, i, ii, are required:</u> i. Promote regular preventive medical visits for all children, including CYSHCN, in MCAH Home Visiting and Case Management programs, per Bright Futures/AAP,  ii. Adopt protocols/policies, including a QA/QI process, to screen, refer, and link all children in MCAH Home Visiting or Case Management Programs	<b>2.1a</b>  <u>Required</u>  Describe or report the following for MCAH programs: i. Activities to promote the yearly preventive medical visit	<b>2.1a</b>  <u>Required</u>  Describe or report the following for children in MCAH programs i. Number of children, including CYSHCN, receiving a yearly preventive medical visit
		ii. Describe protocols/policies including QA/QI process to screen, refer and link all children in MCAH programs	ii. Number of children in MCAH programs receiving developmental screening <ul style="list-style-type: none"> <li>Number of children with positive screens that complete a follow-up visit with their primary care provider</li> <li>Number of children with positive screens linked to services</li> <li>Number of calls received for referrals and linkages to services</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

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**Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.**

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b><u>As resources allow, choose one or more activities 2.1.b-2.1.h (highlight your choices in yellow):</u></b>	<b><u>Report the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u></b>	<b><u>Describe the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u></b>
	<b>2.1b</b> Promote the use of Birth to 5: Watch Me Thrive, Learn the Signs, Act Early or other screening materials consistent with AAP guidelines	<b>2.1b</b> Number of providers or provider systems receiving information about Birth to 5, Learn the Signs, Act Early or other screening materials	<b>2.1b</b> Nothing is entered here
	<b>2.1c</b> Participate in Help Me Grow (HMG) or programs that promote the core components of HMG	<b>2.1c</b> Describe participation in HMG or HMG like programs	<b>2.1c</b> Outcomes of participation in HMG or HMG like programs. Describe results of work to implement HMG core components
	<b>2.1d</b> Increase understanding of the specific barriers to referral and evaluation by early intervention or pediatric specialists (including mental/behavioral health)	<b>2.1d</b> Describe barriers to referral and evaluation by early intervention or pediatric specialists	<b>2.1d</b> Nothing is entered here

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**Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.**

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b>2.1e</b> Work with health plans (HPs), including MCPs, to identify and address barriers to screening, referral, linkage and to assist the HPs in increasing developmental screenings for their members, per AAP guidelines, through education, provider feedback, incentives, quality improvement, or other methods	<b>2.1e</b> Describe barriers and strategies to increase screening, referral and linkage <ul style="list-style-type: none"> <li>Number of HPs requiring screenings per AAP guidelines</li> </ul>	<b>2.1e</b> Nothing is entered here
	<b>2.1f</b> Identify methods to measure and monitor rates of developmental screening and referrals in your jurisdiction	<b>2.1f</b> If applicable, provide data on developmental screening rates for the target population (e.g. health care provider, health plan)	<b>2.1f</b> Nothing is entered here
	<b>2.1g</b> Outreach and education to providers to promote developmental screening, referral and linkages	<b>2.1g</b> Describe type of outreach/education performed and results of outreach to providers	<b>2.1g</b> Nothing is entered here
	<b>2.1h</b> Provide care coordination for CYSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS	<b>2.1h</b> Describe activities for care coordination provided	<b>2.1h</b> List the number of children receiving care coordination

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**Goal 2: CHILD/CYSHCN DOMAIN:** Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.</i>			
Objective 2.2  By June 30, 2019, identify and implement at least two activities to reduce adverse childhood experiences by supporting community and medical provider ACE screening of patients and referral to ACE prevention resources.	2.2a  Policy Development  Work with Public Health leadership and community partners to support ACE screening and identify activities to conduct in order to reduce adverse childhood experiences (ACEs). Activities could include coordinating and supporting medical providers to conduct ACE screening and refer patients to needed services, organizing a community awareness campaign around one or more aspects of ACEs, organizing a conference or community forum related to ACEs, etc.	2.2a  Briefly describe the reason(s) for selecting activities identified that will help to achieve the goal of reducing adverse childhood experiences and methods used to measure success.	2.2a  <ul style="list-style-type: none"><li>Number of activities implemented to reduce adverse childhood experiences.</li><li>Report on results of evaluation measures conducted for newly identified activities to reduce adverse childhood experiences.</li></ul>
Objective 2.2b  CHILD PASSENGER SAFETY PROGRAM  By June 30, 2019, 100 low income families residing in	Policy Development  2.2b Intervention activities include: <ul style="list-style-type: none"><li>Assist in the coordination of collaborative meetings</li></ul>	Policy Development  2.2b Process measures include: <ul style="list-style-type: none"><li>Description of collaborative meetings, strategies and participants</li></ul>	Policy Development  2.2b Evaluation measure includes: <ul style="list-style-type: none"><li>Number of families receiving car seats (convertible and/or booster)</li></ul>

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**Goal 2: CHILD/CYSHCN DOMAIN:** Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.			
Shasta County will receive car seats (convertible and/or booster) and demonstrate correct use.	<ul style="list-style-type: none"><li>Participate in teleconferences conducted by VOSP (Vehicle Occupant Safety Program) with the CDPH to maintain knowledge of current car seat legislation and best practices</li></ul>	<ul style="list-style-type: none"><li>Description of materials and resources that were collected, updated, and/or distributed for car seat classes</li><li>Description of the process and the number of participants in car seat classes</li></ul>	and demonstrating correct use _____/100
	<ul style="list-style-type: none"><li>Collect and update health education materials for educating the participants of the car seat classes</li></ul>		
	<ul style="list-style-type: none"><li>Maintain a list of current resources for free car seats and for locations of car seat installations available in Shasta County</li></ul>		
	<ul style="list-style-type: none"><li>Purchase car seats for distribution to low income families</li></ul>		
	<ul style="list-style-type: none"><li>Offer car seat classes to HHSA and community agencies/programs as appropriate</li></ul>		
	<ul style="list-style-type: none"><li>Track number of participants in car seat classes</li></ul>		

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**Goal 2: CHILD/CYSHCN DOMAIN:** Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.</i>			
2.2c CHILD PASSENGER SAFETY/CAR SEAT EDUCATION  By June 30, 2019, The following will have increased knowledge on child passenger safety laws, traffic safety and will demonstrate correct use and installation of car seats. <ul style="list-style-type: none"><li>Health and Human Services Agency (HHSA) Social Workers employed with Children's Services Branch</li></ul>	ASSURANCE  2.2c: Intervention activities include: <ul style="list-style-type: none"><li>Track number of participants in child passenger safety &amp; car seat classes</li></ul>	ASSURANCE  2.2c: Process measures include: <ul style="list-style-type: none"><li>Briefly describe the successes, barriers and challenges conducting classes</li><li>Maintain records of sign-in sheets</li></ul>	ASSURANCE  Number of HHSA Social Workers employed with Children's Services Branch that have increased knowledge & education on child passenger safety and have demonstrated correct use and installation of car seats.  _____/20

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**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>Objective 3.1</b> All parents/caregivers experiencing a sudden and unexpected death will be offered grief and bereavement support services	<b>Assurance</b> <b>3.1a</b> Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services <sup>3</sup>  Provide grief and support materials to parents	<b>3.1a</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	<b>3.1a</b> Nothing is entered here
	<b>3.1b</b> Contact local coroner office to ensure timely reporting and referral of parents of all babies who die suddenly and unexpectedly regardless of circumstances of death	<b>3.1b</b> Report the coroner's notifications received  Briefly describe barriers and opportunities for success	<b>3.1b</b> Nothing is entered here
<b>Objective 3.2.</b> All professionals, para-professionals, staff, and community members will receive information and education on SIDS risk reduction practices and infant safe sleep	<b>3.2a</b> Disseminate AAP guidelines on infant safe sleep and SIDS risk reduction to providers, pediatricians, CPSP providers, parents, community members and other caregivers of infants	<b>3.2a</b> Numbers receiving AAP guidelines on infant safe sleep: <ul style="list-style-type: none"> <li>• Providers</li> <li>• Pediatricians</li> <li>• CPSP providers</li> <li>• Child care providers</li> <li>• Other – list</li> </ul>	<b>3.2a</b> Nothing is entered here

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**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	3.2b Attend the SIDS Annual Conference/SIDS training(s) and other conferences/trainings related to infant health <sup>3</sup> .	3.2b Provide staff member name and date of attendance at SIDS Annual Conference/SIDS training(s) and other conference/trainings related to infant health.	3.2b Describe results of staff trainings related to infant health.

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**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>REQUIRED LOCAL OBJECTIVE:</b> Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address SIDS/SUID. <i>Number each locally developed objective as follows: 3.3, 3.3a, 3.3b, 3.3c., etc.</i>			
<b>Objective 3.3</b>  By June 30, 2019, at least 25 community members will receive training, and will demonstrate an overall increase in knowledge of SIDS risk reduction and infant safe sleep, and intent to change behavior as measured by pre- and post-test responses.	<b>Policy Development</b>  <b>3.3</b>  Provide SIDS education and resources to at least 25 community members, such as parents, expectant parents, foster parents, childcare providers, emergency personnel, healthcare professionals, public health professionals, and others involved in the lives of children under age one.  Conduct pre- and post-test among training attendees to measure knowledge gain and intent to change behavior.	<b>Policy Development</b>  <b>3.3</b>  <ul style="list-style-type: none"><li>List dates and locations of presentations.</li><li>Briefly describe SIDS resources distributed and the number given to parents and/or partner agencies.</li><li>Briefly describe the evaluation process used to measure knowledge gain and intent to change behavior.</li></ul>	<b>Policy Development</b>  <b>3.3</b>  <ul style="list-style-type: none"><li>Number of community members educated/25.</li><li>Average pre- and post-test scores (goal: an overall increase of at least 10% from pretest to posttest).</li><li>Brief description of knowledge gain and intent to change behavior.</li></ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>REQUIRED LOCAL OBJECTIVE:</b> Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. <i>Number each locally developed objective as follows: 3.4, 3.4a, 3.4b, 3.4c., etc.</i>			
<b>Objective 3.4</b>	<b>Assurance</b>	<b>Assurance</b>	<b>Assurance</b>
By June 30, 2019, at least 30% of care coordination program clients identified as using/abusing substances will be connected with substance use disorder treatment services. (Clients include women of reproductive age who are using/abusing substances.)	<b>3.4</b>  Provide care coordination to women referred to care coordination programs, inclusive of: needs assessment referral needed services including substance use disorder treatment, follow up with the substance use disorder treatment agency and with the client to ensure needs are being met, updates to the referring provider/organization.	<b>3.4</b>  Brief description of the topics covered in the assessment and the different types of services contained in referrals for women .  Brief description of the barriers and successes related to care coordination and connection to services, and possible solutions to the barriers.	<b>3.4</b>  <ul style="list-style-type: none"><li>• Number of women connected to substance use disorder treatment services/total number of newly enrolled clients.</li><li>• Track access of referral resources on website using analytics for clients that "anonymously" access the website.</li></ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
For FIMR LHJs only complete  Objective 3.5 Reduce preventable fetal, neonatal and post-neonatal and infant deaths.	For FIMR LHJs only complete Assessment <b>3.5a</b> Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and post-neonatal deaths.	For FIMR LHJs only complete Assessment <b>3.5a</b> Develop a process for sample. Submit number of cases reviewed as specified in the Annual Report table.	For FIMR LHJs only complete Assessment <b>3.5a</b> Submit annual local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).
	<b>Assurance</b> <b>3.5b</b> Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and post-neonatal deaths, and make recommendations to address these factors.	<b>Assurance</b> <b>3.5b</b> Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.	<b>3.5b and c</b> Nothing is entered here
	<b>3.5c</b> Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.		

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
 Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
		Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
REQUIRED LOCAL OBJECTIVE for FIMR LHJs Only: Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. Number each locally developed objective as follows: 3.6, 3.6a, 3.6b, 3.6c, etc.			
Objective 3.6	3.6	3.6	3.6
• Nothing is entered here	Nothing is entered here	Nothing is entered here	Nothing is entered here

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
 Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 4: CROSSCUTTING DOMAIN: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>OPTIONAL LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 4.1, 4.1a, 4.1b, 4.1c, etc.</i>			
Objective 4.1	4.1	4.1	4.1
<ul style="list-style-type: none"><li>Nothing is entered here</li></ul>	Nothing is entered here	Nothing is entered here	Nothing is entered here

<sup>1</sup> 2016-2020 Title V State Priorities  
<sup>2</sup> MCH Title V Block Grant Requirements  
<sup>3</sup> State Requirements

Agency: Shasta County HHSA Public Health Branch  
Agreement Number: 201845

Fiscal Year: 2018-19

**Goal 5: ADOLESCENT DOMAIN: Promote and enhance adolescent strengths, skills, and supports to improve adolescent health.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 5.1, 5.1a, 5.1b, 5.1c, etc.</i>			
Objective 5.1	Assessment	Assessment	Assessment
Promote adolescent mental health and reduce mistimed teen pregnancies by improving access to local resource information.	5.1  Continue with teen focus group data collection with Stand Against Stigma staff on messaging and accessing services to create new social media and website resources for teens regarding teen health services and mental health.	5.1  • List names of organizations/community groups who attend meetings, meeting dates and times (schedule), and agenda topics of discussion.  • Briefly describe activities identified that will help to achieve the goal of reducing teen pregnancies, mental health hospitalizations and suicide deaths among youth.  • Creation of teen friendly messaging based on outcome results from focus groups.	5.1  • Number of programs/ organizations/ groups with whom a collaboration or partnership was established.  • Report on results of any evaluation measures from focus groups and effectiveness of messaging conducted for newly identified activities to reduce teen pregnancies, mental health hospitalizations and suicide deaths among youth.
Collaborate with Stand Against Stigma and Suicide Prevention Coalitions to create messaging for teens that promotes mental wellbeing, suicide prevention and awareness of local reproductive health services for youth.			
Develop and disseminate messaging by June 30, 2019.			

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

## INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Date Current Contract Expires: June 30, 2019

CDPH Program Name: MCAH

CDPH Program Contract Manager: Clarissa Tsang

CDPH Program Address: 1615 Capitol Avenue, 5th Floor,

P.O. Box 997420, MS Code 8305, Sacramento, CA 95899-7420

CDPH Program Contract Manager's Telephone Number: (916) 322-2056

Date of this Report: 04/20/2018

**(THIS IS NOT A BUDGET FORM)**

[illegible]

## INSTRUCTIONS FOR CDPH 1204

(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

**Inventory:** List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s,** "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

**Disposal:** (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions. For more information on completing this form, call AM at (916) 341-6168.

State of California-Health and Human Services Agency

California Department of Public Health  
 1616 Capitol Ave., Suite 74.262  
 P.O. Box 997377, MS 1800  
 Sacramento, CA 95899-7377  
[www.cdph.ca.gov](http://www.cdph.ca.gov)

Submit

**GOVERNMENT AGENCY TAXPAYER ID FORM**

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: [GovSuppliers@cdph.ca.gov](mailto:GovSuppliers@cdph.ca.gov) or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name **COUNTY OF SHASTA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

Remit-To Address (Street or PO Box) **1450 COURT ST SUITE 238**

City: **REDDING** State: **CA** Zip Code+4: **96001**

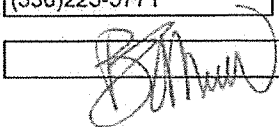
Government Type: ☐ City ☒ County ☐ Special District ☐ Federal ☐ Other (Specify)  Federal Employer Identification Number (FEIN) 94-6000535

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FISCAL ID# <small>(if known)</small>		Dept/Division/Unit Name	DEPARTMENT OF PUBLIC HEALTH	Complete Address	1810 MARKET ST REDDING, CA 96001
FISCAL ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FISCAL ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FISCAL ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	

Contact Person BRIAN MUIR Title AUDITOR-CONTROLLER

Phone number (530)225-5771 E-mail address BMUIR@CO.SHASTA.CA.US

Signature  Date 5/2/2018



KAREN SMITH, MD, MPH  
Director & State Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



EDMUND G. BROWN JR.  
Governor

January 31, 2018

Tracy Tedder  
HHSA Branch Director  
Shasta County  
1810 Market St.  
Redding, CA, CA 96001

Dear Tracy Tedder:

Thank you for submitting your Indirect Cost Rate (ICR) documentation to the California Department of Public Health (CDPH). CDPH is excited to have a standardized process that allows each Local Health Department (LHD) to use the negotiated ICR for all contracts, unless the ICR is otherwise designated by state or federal statutes, regulations, or specific grant guidelines, with CDPH.

For Fiscal Year (FY) 2018-19, CDPH has accepted the documentation you have provided and, on a one-year basis, will approve your ICR proposal as follows:

**25.0% calculated based on Salaries, Wages and Fringe Benefits**

Please note, the rate you provided was approved up to the maximum allowed by CDPH policy (up to 25% for ICR calculated based on Salaries, Wages and Fringe Benefits and up to 15% for ICR calculated based on Total Allowable Direct Costs).

We look forward to working with you to document your approved ICR in CDPH contracts with a start date of July 1, 2018, or later.

If you have any questions, contact CDPH at [CDPH-ICR-Mailbox@cdph.ca.gov](mailto:CDPH-ICR-Mailbox@cdph.ca.gov).

Thank you,

For  
Jaana H. Brown, Accounting Section Chief  
California Department of Public Health

## Central Accounting Services

## Indirect Costs Rate Tool

## ICR -- Shasta County (2018-2019)

## Crosswalk

## Salaries &amp; Benefits (SalBem)

County Description of Costs	County Cost	2 CFR Part 200 Description of Cost
Salaries	\$5,739,673.00	Salaries
Benefits	\$2,925,183.00	Benefits
<b>Total Salaries &amp; Benefits</b>	<b>\$9,664,856.00</b>	

## Operating Expenses (OESE)

County Description of Costs	County Cost	2 CFR Part 200 Description of Cost
Chgs OC Photocopy Svcs/Office XP Printing	\$15,576.00	Duplication/Printing
Fixed Assets	\$163,026.00	Equipment (\$5k or more per item)
Maintenance of Equipment	\$51,640.00	Equipment Maintenance, Operations & Repairs
Maintenance of Structures	\$359,241.00	Facilities Maintenance, Operations & Repairs
Rents & Leases of Equipment & Structures	\$302,372.00	Rental Costs of Buildings and Equipment
Utilities	\$100,095.00	Utilities
Information Technology	\$492,502.00	Information Technology
Communications Expense	\$68,971.00	Telecommunication Costs
Insurance	\$67,775.00	Insurance
Memberships, Subscriptions, and Professional Activity Costs	\$15,662.00	Memberships, Subscriptions, and Professional Activity Costs
Chartered Flies Trans/Travel	\$65,166.00	Motor Pool
Travel	\$76,050.00	Travel
Office Supplies (Materials & Supplies)	\$134,799.00	Office Supplies (Materials & Supplies)
Office XP Postage	\$26,637.00	Postage
Professional Services	\$446,461.00	Professional Services Contract
Prof Advertising & Marketing Services	\$64,029.00	Public Relations / Advertising
Purchasing	\$14,443.00	Purchasing
Security	\$0.00	Security category...
Training	\$19,362.00	Training
Personnel Preemployment Services	\$63,350.00	Personnel Services or Human Resources
Risk Management	\$0.00	Security category...
Audit	\$1,274.00	Audit
Auditor/Controller	\$170,621.00	Auditor/Controller
County Administrator	\$19,423.00	County Administrator
Agency Expenses	\$1,628,657.00	Agency Expenses
County Counsel	\$44,008.00	County Counsel
Treasurer - Tax Collector	\$946.00	Treasurer - Tax Collector
Agricultural Expense	\$1,333.00	Other Costs
Clothing/Personal Supplies XP	\$15,326.00	Other Costs
Food	\$9,051.00	Other Costs
Medical/Dental/Lab Supplies	\$208,267.00	Other Costs

CAS/ICR :: Shasta County (2018-2019)

County Description of Costs		County Cost		2 CFR Part 200 Description of Cost	
Med S94 Immunizations		\$72,374.00	Other Costs		
Mile XP Prior Period Exp Adj		\$1,027.00	Other Costs		
		\$0.00	Other Costs		
		\$0.00	Other Costs		
Special Departmental Expense		\$53,129.00	Other Costs		
Contribution to Agencies		\$81,753.00	Other Costs		
Support and Care		\$2,474.00	Other Costs		
		\$0.00	Other Costs		
Total Expenditures		\$4,899,711.00			

>

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Grand total

The grand total of the Salaries & Benefits and the Operating Expenses is \$13,534,567.00

CAS/ICR :: Shasta County (2018-2019)

## Schedule

## Salaries &amp; Benefits (Sal&amp;Ben)

Description of Costs (A)	Total LHD Costs (B)	Total Excludable LHD Costs (C)	Total LHD Allowable Direct Costs (D)	LHD Allowable Indirect Costs (E)	Difference (F)=(B)-(C+D+E)	Agency Allowable Indirect Costs (G)	County Allowable Indirect Costs FY15/16 (H)	Need to Balance (I)	Remainder (J) Needs to be zero	Comment (K)
Salaries	\$5,739,673.00	\$0.00	\$5,432,046.00	\$306,633.00	\$0.00	N/A	N/A	N/A	N/A	Indirect Costs for the Health Officer and Administrative Staff
Benefits	\$2,425,163.00	\$0.00	\$2,726,130.00	\$186,633.00	\$0.00	N/A	N/A	N/A	N/A	Indirect Costs for the Health Officer and Administrative Staff; Includes Workers Comp Expense of \$59,099
Other Salaries & Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	
<b>Total Salaries &amp; Benefits</b>	<b>\$8,664,856.00</b>	<b>\$0.00</b>	<b>\$8,169,190.00</b>	<b>\$495,666.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	

## Operating Expenses (OE&amp;E)

Description of Costs (A)	Total LHD Costs (B)	Total Excludable LHD Costs (C)	Total LHD Allowable Direct Costs (D)	LHD Allowable Indirect Costs (E)	Difference (F)=(B)-(C+D+E)	Agency Allowable Indirect Costs (G)	County Allowable Indirect Costs FY15/16 (H)	Need to Balance (I)	Remainder (J) Needs to be zero	Comment (K)
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	HS-A Administrative Costs
Agency Expenses	\$1,629,597.00	\$0.00	\$0.00	\$0.00	\$1,629,597.00	\$1,629,597.00	\$0.00	\$0.00	\$0.00	Includes A-87 Charges
Audit	\$1,323.00	\$0.00	\$0.00	\$0.00	\$1,323.00	\$0.00	\$1,323.00	\$0.00	\$0.00	Includes A-87 Charges
Auditor-Controller	\$170,871.00	\$0.00	\$0.00	\$0.00	\$170,871.00	\$0.00	\$170,871.00	\$0.00	\$0.00	Includes A-87 Charges
County Administrator	\$19,423.00	\$0.00	\$0.00	\$0.00	\$19,423.00	\$0.00	\$19,423.00	\$0.00	\$0.00	Includes A-87 Charges
County Counsel	\$44,658.00	\$0.00	\$0.00	\$0.00	\$44,658.00	\$0.00	\$44,658.00	\$0.00	\$0.00	Includes A-87 Charges
Defense and Prosecution of Criminal and Civil Proceedings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Declarations and Use Allowances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Duplications/Printing	\$16,578.00	\$0.00	\$17,221.00	\$1,357.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Programs are charged directly. Indirect items include general administrative costs.
Equipment (less or more per item)	\$163,726.00	\$0.00	\$163,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Direct costs to programs for Lab Testing machines, Outreach Vehicles, and a contamination monitor.
Equipment Maintenance, Operations & Repairs	\$81,040.00	\$0.00	\$79,313.00	\$1,727.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Programs are charged directly. Indirect items include general administrative costs.
Facilities Maintenance, Operations & Repairs	\$256,741.00	\$0.00	\$4,798.00	\$314,943.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Specific costs are charged directly to program. All other costs are indirect.
Fines and Penalties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Gains and Losses on Disposition of Depreciable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fire Facilities and Fire Capacity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Information Technology	\$492,507.00	\$0.00	\$53,084.00	\$439,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1.1. Audit time is indirect. Specific costs are charged directly to programs.
Insurance	\$67,775.00	\$0.00	\$0.00	\$67,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Liability Insurance are indirect costs.
Memberships, Subscriptions, and Professional Activity Costs	\$12,862.00	\$0.00	\$4,708.00	\$11,154.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Programs are charged directly. Indirect costs include the Health Officer's membership/activities costs.
Roster Fee	\$95,186.00	\$0.00	\$61,241.00	\$33,945.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Programs are charged directly. Indirect costs include general administrative costs.
Office Supplies (Materials & Supplies)	\$134,799.00	\$0.00	\$122,765.00	\$12,034.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Programs are charged directly. Indirect costs include general administrative costs.
Other Costs	\$446,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Excludable items include costs for demonstration/mileage, phone calls/gift cards, contributions, and medical supplies.
Personnel Services or Human Resources	\$62,750.00	\$0.00	\$0.00	\$13,206.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	Personnel services are indirect. A-87 costs are included.

Description of Costs	Total LHD Costs	Total Excludable LHD Costs	Total LHD Allowable Direct Costs	LHD Allowable Indirect Costs	Difference	Agency Allowable Indirect Costs	County Allowable Indirect Costs FY15/16	Need to Balance	Remainder	Comment
(A)	(B)	(C)	(D)	(E)	(F)=(E)-(C+D+E)	(G)	(H)	(I)	(J) Needs to be zero	(K)
Postage	\$28,657.00	\$0.00	\$21,694.00	\$6,963.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Programs are charged directly. Indirect costs include general administrative costs.
Professional Services Contract	\$445,407.00	\$0.00	\$400,025.00	\$45,382.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Administrative contracts are indirect; all others are program specific and are charged directly to programs.
Public Relations / Advertising	\$54,039.00	\$0.00	\$54,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Advertising costs are charged directly to programs.
Purchasing	\$14,443.00	\$0.00	\$0.00	\$0.00	\$14,443.00	\$0.00	\$14,443.00	\$0.00	\$0.00	Includes A-87 costs.
Rearrangement & Alteration Costs (Facilities)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Reconversion Cost (Facilities)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Rental Costs of Buildings and Equipment	\$302,372.00	\$0.00	\$22,361.00	\$177,584.00	\$102,427.00	\$0.00	\$102,427.00	\$0.00	\$0.00	Programs are charged directly. Indirect costs consist of administrative charges. Also included are the costs for the A-87 Building Line.
Risk Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Security	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	All Telecommunication costs are indirect.
Telecommunication Costs	\$68,973.00	\$0.00	\$0.00	\$68,973.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Traveling costs are charged directly to program.
Training	\$19,062.00	\$0.00	\$19,062.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Programs are charged directly. Indirect costs include general administrative travel.
Travel	\$76,050.00	\$0.00	\$62,223.00	\$13,827.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Includes A-87 charges. NOTE: The negative amount listed for the Treasurer - Tax Collector is correct.
Treasurer - Tax Collector	(\$46.00)	\$0.00	\$0.00	\$0.00	(\$46.00)	\$0.00	(\$46.00)	\$0.00	\$0.00	All utility costs are indirect.
Utilities	\$108,895.00	\$0.00	\$0.00	\$108,895.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Operating Costs</b>	<b>\$4,869,711.00</b>	<b>\$444,739.00</b>	<b>\$1,095,070.00</b>	<b>\$1,297,307.00</b>	<b>\$2,032,595.00</b>	<b>\$1,629,597.00</b>	<b>\$402,998.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Grand Totals

Description of Costs	Total LHD Costs	Total Excludable LHD Costs	Total LHD Allowable Direct Costs	LHD Allowable Indirect Costs	Difference	Agency Allowable Indirect Costs	County Allowable Indirect Costs FY15/16	Need to Balance	Remainder
(A)	(B)	(C)	(D)	(E)	(F)=(B)-(C+D+E)	(G)	(H)	(I)	(J) Needs to be zero
<b>Grand Totals</b>	<b>\$13,534,567.00</b>	<b>\$444,739.00</b>	<b>\$9,264,260.00</b>	<b>\$1,792,973.00</b>	<b>\$2,032,595.00</b>	<b>\$1,629,597.00</b>	<b>\$402,998.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## View Calculations

## LHD Indirect Cost Rate Based on Allowable Salary and Benefits

LHD Indirect Cost Rate	21.948%
County Indirect Cost Rate	4.693%
Agency Indirect Cost Rate	19.646%
Total Indirect Cost Rate Based on Allowable Salary and Benefits	46.633%
Total LHD Indirect Cost Rate Based on Allowable Salary and Benefits is Subject to a 25% CAP. If Less Than 25% the Calculated Rate is Used If Not Than the 25% CAP is Used.	25.000%

## LHD Indirect Cost Rate Based on Total Allowable Direct Costs

LHD Indirect Cost Rate	19.354%
County Indirect Cost Rate	4.350%
Agency Indirect Cost Rate	17.690%
Total Indirect Cost Rate Based on Total Allowable Direct Costs	41.394%
Total LHD Indirect Cost Rate Based on Allowable Direct Costs is Subject to a 15% CAP. If Less Than 15% the Calculated Rate is Used If Not Than the 15% CAP is Used.	15.000%

## Other Costs Percentage Calculation

Other Costs Total Exceeded 5% or more of the Total Expenditures.	NR
--	----

<https://icr.catep.org/icr/print/CR.html?icrID=653>

Typical Central Service Costs		Departmental / Agency Indirect Costs (Requires explanation if Yes)		Departmental / Agency Direct Costs		Designated as Indirect Costs in Approved Countywide Allocation Plan?		Need to Indirect Costs amount? (Requires explanation if Yes)		Assessment Clarifications and Comments	
		+ EXPLANATION	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION		
Public Relations/Advertising (Advertising costs generally are a direct cost related to recruiting, and may be claimable as an indirect cost under rare circumstances and in accordance with 2 CFR Part 200 principles. Please explain in column 5)		No		Yes		No		No			
Purchasing/Contracting		No		No		Yes		No			
Refranchisement & Attention Costs (Facilities) (These are rare and are generally one-time subject costs in nature)		No		No		No		No			
Reconversion Costs (Facilities) (These are rare and are generally one-time project costs in nature)		No		No		No		No			
Rental Costs of Buildings and Equipment (Building rental costs are allowable to the extent but the renter not reasonable and should be shown as applicable cost. I.e. Tenant Improvements, utilities, costlier outlined in the lease terms. Cost are subject to limitations outlined in One Order 2 CFR Part 200)		Yes		Yes		Yes		No		Program specific charges are billed directly to program. Indirect costs consist of Administrative charges. Also included are the A-87 costs for Building Use.	
Risk Management		No		No		No		No			
Security (Includes Port and Homeland Security)		No		No		No		No			
Telecommunications (Communication Costs)		Yes		No		No		No		All telecommunication costs are indirect.	
Training		No		Yes		No		No			
Travel		Yes		Yes		No		No		All program specific travel is charged directly to program. Indirect costs include general Administrative costs.	
Treasure-Tax Collector		No		No		Yes		No			
Utilities		Yes		No		No		No		All utility charges are indirect.	

CAS/ICR :: Shasta County (2018-2019)

**Local Health Department (LHD) Indirect Cost Rate (ICR) Submission**

Your jurisdiction's ICR must be submitted to CDPH no later than **15 December 2017**. The reported ICR will be applied to contracts executed or amended in State Fiscal Year (FY) 2018-2019.

If the ICR is not submitted to CDPH by the due date, CDPH will cap the LHD ICR at 10% of Total Personnel Costs (Salaries, Wages and Fringe Benefits) for the first non-submission year and to 10% of Total Personnel Costs in subsequent non-submission years.

**1. LHD Contact for ICR:**

• Name: Tracy Tedder  
• Email: [tracy.tedder@shasta.ca.us](mailto:tracy.tedder@shasta.ca.us)  
• Phone: 5302255562

**2. Fiscal Official to whom the ICR decision letter should be sent:**

Name: Tracy Tedder  
Title: HHS Branch Director  
Address: 1810 Market St.  
City: Redding, CA  
Zip: 96001

**3. Identify the ICR methodology that the LHD will use for CDPH contracts, unless otherwise designated/ restricted by federal grant requirements.**

Select **ONE** method from below:

- ☒ A. Total Personnel Costs (Salaries, Wages & Fringe Benefits): 25,000.00 (maximum, calculated was 46.829%)  
☐ B. Total Allowable Direct Costs: 15,000.00 (maximum, calculated was 41.294%)

4. ☒ I certify that the information I am filing will be used by CDPH programs to verify my LHD's ICR. This rate will be used to approve the maximum ICR allowed by CDPH policy as indicated below, unless otherwise designated by State or Federal funding restrictions and/or requirements. I further certify that the costs used to calculate the ICR are based on the most recently available independently audited actual financials.

25% cap for ICR calculated based on Total Personnel (Salaries, Wages and Fringe Benefits)

15% cap for ICR calculated based on Total Allowable Direct Costs

5. ☒ I verify that the fiscal officer has reviewed and approved this ICR submission.

**6. Federal Cognizant Agency Indirect Cost Rate for Fiscal Year 2018-2019**

I certify that

- ☐ the County/City does have a Federal Cognizant Agency Indirect Cost Rate. (Upload Copy of Agreement)  
☒ the County/City does not have a Federal Cognizant Agency Indirect Cost Rate.

The ICR cannot be submitted until all of the following conditions are met

- ☒ ICR Schedule - Column F or Column G and H must equal zero.  
(Determined automatically based on values entered in the schedule.)
- ☒ ICR Audit form 2345b - Form has been uploaded: Form 2345b (with Exemptions Signed Auditor's Confirmation Form for LHDs) uploaded by Email on 12/12/2017  
(Determined automatically based on whether the audit form has been uploaded or not.)
- ☒ ICR Checklist - Explanations have been entered.  
(Determined automatically based on length of entered explanations (minimum of 20 characters).)
- ☒ Federal Cognizant Rate - Certification Provided  
(Determined automatically based on certification above and, if needed, whether a copy of the agreement has been uploaded.)

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<https://icr.cdph.org/icr/printICR.html?icrID=653>

12/5/2017

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Health and Human Services-21.

**SUBJECT:**

Revenue Agreement with U.S. Department of Housing and Urban Development for Continuum of Care Funding

**DEPARTMENT:** Housing and Community Action Programs

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Laura Burch, Director (530) 225-5182

**STAFF REPORT APPROVED BY:** Laura Burch, Director

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

**RECOMMENDATION**

Approve and authorize the Director of Housing and Community Action Programs to sign a retroactive revenue agreement with the U.S. Housing and Urban Development (HUD) in the amount of \$30,000 for salaries and benefits to operate the Homeless Management Information System for the homeless continuum of care for the period August 1, 2018 through July 31, 2019.

**SUMMARY**

N/A

**DISCUSSION**

The Redding/Shasta, Lassen, Del Norte, Siskiyou, Plumas, Modoc and Sierra County Homeless Continuum of Care (COC) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues. Communities must operate a continuum of care to establish eligibility with HUD for continuum of care funding. In September 2017, an application for funding to support the Homeless Management Information System was submitted. The application was successful, resulting in the request for approval of the grant agreement.

Revenue from the grant will fund salaries and benefits of County staff and travel costs to provide Homeless Management Information System operation activities to the COC service area. Upon approval of the recommendation, the agreements will be submitted to HUD for final execution.

**ALTERNATIVES**

The Board of Supervisors could decline to approve the recommendation. This alternative is not recommended as this revenue agreement will fund COC activities that are required by HUD.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Funding and appropriations associated with the grant agreement were included in the department’s Fiscal Year 2018-19 Adopted Budget. There is no additional General Fund impact with approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
HUD Grant Agreement	11/2/2018	HUD Grant Agreement

**Tax ID No.: 94-6000535**

**CoC Program Grant Number: CA1574L9T161701**

**Effective Date:**

**DUNS No.: 784719940**

**EXHIBIT 1**  
**SCOPE OF WORK for**  
**FY2017 COMPETITION**  
**(funding 1 project in CoCs with multiple recipients)**

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 30000 for project number CA1574L9T161701. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 30000
k. Administrative costs	\$ 0

l. Relocation Costs \$ 0

m. HPC homelessness prevention activities:

Housing relocation and stabilization services \$ 0

Short-term and medium-term rental assistance \$ 0

4. The performance period for the project begins \_\_08-01-2018\_\_ and ends \_\_07-31-2019\_\_\_. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

**Tax ID No.: 94-6000535**

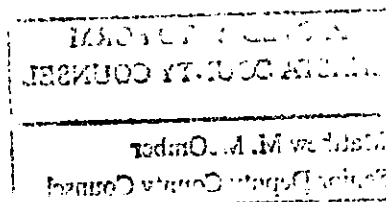
**CoC Program Grant Number: CA1574L9T161701**

**Effective Date:**

**DUNS No.: 784719940**

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
CA1574L9T161701			



This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,**  
**Secretary of Housing and Urban Development**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Kimberly Y Nash, Director  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

\_\_\_\_\_  
Shasta County

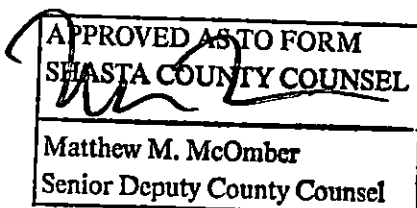
\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
Laura Burch, Director  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)



**RISK MANAGEMENT APPROVAL**  
BY: \_\_\_\_\_  
James Johnson  
Risk Management Analyst



U.S. Department of Housing and Urban Development  
San Francisco Regional Office – Region IX  
One Sansome Street, Suite 1200  
San Francisco, California 94104-4430  
[www.hud.gov](http://www.hud.gov)  
[espanol.hud.gov](http://espanol.hud.gov)

AUG - 4 2017

Richard Kuhns, Psy.D.  
Director  
Housing Authority Community Action Agency  
County of Shasta  
1450 Court Street, Suite 108  
Redding, CA 96001-1661

Dear Dr. Kuhns:

SUBJECT: Executed Grant Agreement  
Continuum of Care Program

FY 2016 Project Number	Project Name
CA1574L9T161600	HMIS

The Department is pleased to return your copy of the executed Grant Agreement and Scope of Work under the U. S. Department of Housing and Urban Development's Continuum of Care Program.

If there are any questions, please contact Kenneth Watkins, Community Planning and Development Representative, at 415-489-6571, or [Kenneth.watkins@hud.gov](mailto:Kenneth.watkins@hud.gov).

Sincerely,

A handwritten signature in black ink that reads "Larry Wuerstle".

Larry Wuerstle  
Program Manager  
Community Planning  
and Development Division

Enclosure



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
San Francisco Regional Office  
One Sansome Street, Suite 1200  
San Francisco, CA 94104-4430

Tax ID No.: 94-6000535  
CoC Program Grant Number: CA1574L9T161600  
Effective Date: **AUG - 4 2017**  
DUNS No.: 784719940

### CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and County of Shasta (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" represents the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient's signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

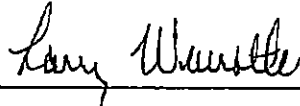
The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

  
(Signature)

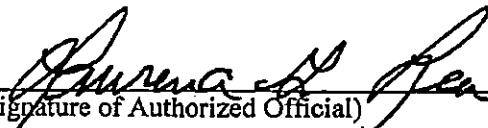
Larry Wuerstle, Program Manager  
(Typed Name and Title)

8/4/17  
(Date)

**RECIPIENT**

County of Shasta  
(Name of Organization)

By:

  
(Signature of Authorized Official)

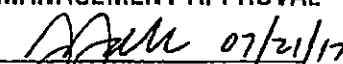
LAWRENCE G. LEES, COUNTY EXECUTIVE OFFICER  
(Typed Name and Title of Authorized Official)

7/24/17  
(Date)

**APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL**

  
**Matthew M. McOmber  
Deputy County Counsel**

**RISK MANAGEMENT APPROVAL**

BY:  07/21/17  
**James Johnson  
Risk Management Analyst**

Tax ID No.: 94-6000535

CoC Program Grant Number: CA1574L9T161600

Effective Date: AUG - 4 2017

DUNS No.: 784719940

## EXHIBIT 1

## SCOPE OF WORK for FY2016 COMPETITION

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant is \$ 30000, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	Performance Period	Total Amount
CA1574L9T161600	-	\$ 30000

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 30000

- k. Administrative costs \$ 0
  - l. Relocation Costs \$ 0
  - m. Housing relocation and stabilization services \$ 0
5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
  6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
  7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

Tax ID No.: 94-6000535  
CoC Program Grant Number: CA1574L9T161600  
Effective Date: **AUG - 4 2017**  
DUNS No.: 784719940

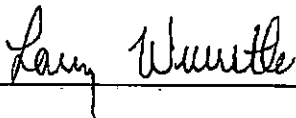
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
------------------	-----------------------	---------------------------	------------------

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,**  
**Secretary of Housing and Urban Development**

By:

  
(Signature)

Larry Wuerstle, Program Manager  
(Typed Name and Title)

8/4/17  
(Date)

**RECIPIENT**

County of Shasta  
(Name of Organization)

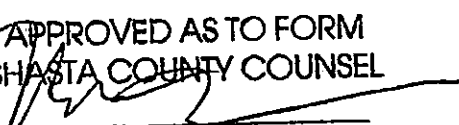
By:

  
(Signature of Authorized Official)

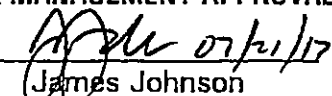
LAWRENCE G. LEES, COUNTY EXECUTIVE OFFICER  
(Typed Name and Title of Authorized Official)

7/24/17  
(Date)

**APPROVED AS TO FORM**  
**SHASTA COUNTY COUNSEL**

  
Matthew M. McOmber  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

BY:   
James Johnson  
Risk Management Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Health and Human Services-22.

**SUBJECT:**

California Department of Veterans Affairs (CalVet) Certificate of Compliance Agreements

**DEPARTMENT:** Veterans Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Celestina Traver, Veterans Service Officer, 530-225-5616

**STAFF REPORT APPROVED BY:** Celestina Traver, VSO

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign the Fiscal Year 2018-19 California Department of Veterans Affairs Certificate of Compliance to allow the Veteran Service Officer to participate in: (1) The County Subvention Program; and (2) the Medi-Cal Cost Avoidance Program.

**SUMMARY**

Certificates of Compliance for both revenue programs are submitted annually by the County Veterans Services Office (CVSO) to the California Department of Veterans (CalVet) as a condition for receiving CalVet funding.

**DISCUSSION**

The CVSO continues to provide the highest quality service to Veterans and their families. The workload units for the CVSO are consistently high. The federal Department of Veterans Affairs (VA) expenditures for compensation and pension awards within Shasta County exceeded 2 million in Fiscal Year (FY) 2017/2018. The bulk of the awards granted by the VA are to disabled Veterans or lower income Veterans and their families. Participation in the Subvention and the Medi-Cal Cost Avoidance programs enhance the overall services provided by the CVSO and reduces expenditures associated with CalWORKs and other aid programs.

**ALTERNATIVES**

The only alternative would be to decline participation in the CalVet Subvention and Medi-Cal Cost Avoidance programs. However, to decline participation would eliminate funding for the CVSO.

**OTHER AGENCY INVOLVEMENT**

The Shasta County Auditor-Controller has certified to CalVet that Subvention funds have been exclusively expended for the operation of the CVSO. County Counsel has approved the two certificates of Compliance agreements as to form. The County Administrative Office has reviewed the recommendation.

**FINANCING**

The CalVet Subvention program, Medi-Cal Cost Avoidance program, and the County General Fund support the CVSO budget. Projected CalVet Subvention revenue in the amount of \$110,000 is included in the CVSO's FY 2018/2019 Adopted Budget. There is no additional General Fund impact associated with the approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
CalVet Certifications	11/2/2018	CalVet Certifications

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS****Annual Subvention Program Certificate of Compliance****Fiscal Year 2018/2019**Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Shasta County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer and Veterans Service Representative staff must achieve and maintain accreditation from the California Department of Veterans Affairs (CalVet) within 18 months of employment.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

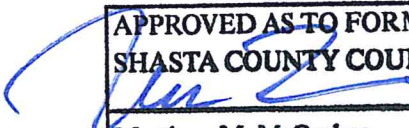
I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 2018/2019 expenditures by at least, the full amount of the current annual allocation.

I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* dated October 1, 2016. The County Veterans Service Officer will permit CalVet representatives to inspect all records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

\_\_\_\_\_  
Les Baugh, Chairman  
Shasta County Board of Supervisors

Date \_\_\_\_\_

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL  
  
Matthew M. McOmber  
Senior Deputy County Counsel

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS**

**Annual Medi-Cal Cost Avoidance Program Certificate of Compliance**

**Fiscal Year 2018/2019**

I certify that Shasta County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

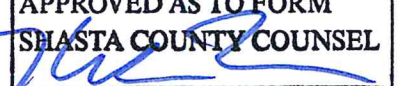
I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) and/or MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CDVA from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* dated October 1, 2016.

\_\_\_\_\_  
Les Baugh, Chairman  
Shasta County Board of Supervisors

\_\_\_\_\_  
Date

(Rev 7/18)

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL  
  
Matthew M. McOmber  
Senior Deputy County Counsel

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Law and Justice-23.

**SUBJECT:**

Continuation of Local Emergency Proclamation: Carr Fire

**DEPARTMENT:** Sheriff

**Supervisory District No. :** 1, 2, and 4

**DEPARTMENT CONTACT:** Tom Bosenko, Sheriff-Coroner (530) 245-6167

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

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

**SUMMARY**

There is a need for the Carr Fire local emergency proclamation to be continued.

**DISCUSSION**

The Shasta County Director of Emergency Services proclaimed a local emergency on July 26, 2018 due to the wildland fire identified as the "Carr Fire". On that same day, State of California Governor Edmund G. Brown Jr., proclaimed a state of emergency in Shasta County. On July 30, 2018 the Shasta County Board of Supervisors ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. On August 4, 2018, a Presidential Major Disaster Declaration was declared. After burning 229,651 acres, 100 percent containment of the Carr Fire was achieved on August 30, 2018. This was good news to a weary community and to the firefighters and first responders working the fire. However, resources are still being committed to this incident for cleanup.

At one point during this incident there were over 40,000 people evacuated from their homes. The Sheriff's Office and numerous allied law enforcement agencies evacuated the areas in and around French Gulch, Old Shasta, Keswick, Igo/Ono, the City of Shasta Lake, and parts of Redding. The Carr Fire also impacted neighboring Trinity County.

Surveys of fire damage stand at 1,604 structures destroyed, of which 1,079 were residential structures. Numerous guardrails, power poles, power lines and other public and private infrastructure were damaged or destroyed. Unfortunately, eight deaths are also associated with the Carr Fire.

The Carr Fire currently stands as the seventh largest wildfire in California since 1932, when accurate records began to be kept,

and has been the most destructive fire in Shasta County history; however, it is only one of several fires that impacted Shasta County during a short timeframe. The “Delta Fire,” which began on September 5, 2018, was contained on October 7, 2018. The "Delta Fire" burned 63,311 acres, destroyed 20 residential structures, and damaged 24 outbuildings. The “Hirz Fire” began on August 9, 2018, and burned on US Forest Service land. Firefighting efforts on the Hirz Fire were successful in achieving one hundred percent containment on September 10, 2018 after consuming 46,150 acres. Several other smaller fires that started in the period between early August and mid-October have, fortunately, been fully contained but fire danger is still very high.

Government Code Section 8630(c) requires that the governing body review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. While the Carr Fire was one hundred percent contained as of August 30, 2018, it is recommended the local emergency proclamation be continued as cleanup and recovery efforts are of such scope that it is beyond the control of the services, personnel, equipment, and facilities of Shasta County. Cleanup and recovery efforts within the footprint of the Carr Fire are necessary and ongoing to mitigate potential threats to the safety of the public. The public is reminded to stay vigilant on current fire conditions, to adhere to road closures, and follow any evacuation warnings for all current and future fires that might occur.

**ALTERNATIVES**

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement during the course of this incident has included, but is not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/CAL FIRE, California Highway Patrol, Redding Police Department, California Governor's Office of Emergency Services, California Department of Transportation, Whiskeytown National Park Service, US Forest Service, Anderson Police Department, Redding Fire Department, Happy Valley Fire Department, Mountain Gate Fire Department, Shasta County Marshal, Shasta County Probation Department, and the Bureau of Land Management. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The costs associated with this incident are unprecedented for Shasta County and have exceeded the resources available to the impacted local governments. Due to the Governor’s proclamation and the Presidential major disaster declaration, eligible costs are shared between the federal, state, and local governments. The federal share is 75 percent. The remaining 25 percent is shared between the state and local government with the state share being 75 percent. For eligible Carr Fire related costs that have been documented sufficiently for submission to the California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) the final share for the County after those match percentages is 6.25 percent. County staff are working to track both eligible and non-eligible costs so as to better understand all the fiscal impacts of this incident to the County. The full General Fund impact is unknown at this time.

**ATTACHMENTS:**

Description	Upload Date	Description
Carr Fire Continuation Resolution	10/24/2018	Carr Fire Continuation Resolution

**RESOLUTION NO. 2018-  
A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONTINUING THE PROCLAMATION OF A LOCAL EMERGENCY  
FOR THE CARR FIRE**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that wildland fire, identified as the “Carr Fire” has devastated the areas of French Gulch, Old Shasta, Keswick, Iron Mountain Road, Swasey Drive, as well as other portions of western Redding, and continues to be a potential threat to areas in the unincorporated area of the County near the community of Lakehead; and

**WHEREAS**, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Carr Fire on July 26, 2018, at 6:15 a.m.; and

**WHEREAS**, on July 30, 2018, the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

**WHEREAS**, on August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed the existence of the Carr Fire and the debris removal process is on-going; and

**WHEREAS**, conditions of extreme fire danger continue within the unincorporated areas of Shasta County; and

**WHEREAS**, as of August 30, 2018, the “Carr Fire” has consumed more than 229,651 acres, destroyed 1,079 residential structures, destroyed 22 commercial structures, destroyed 503 “other” buildings, damaged 191 residential structures, damaged 26 commercial structures, and damaged 65 “other” type structures is now one hundred percent contained; and

**WHEREAS**, cleanup and hazard mitigation within the footprint of the Carr fire, to protect the public, is ongoing and beyond the control of the services, equipment, and facilities of Shasta County; and

**WHEREAS**, the Board of Supervisors recognizes that the circumstances that led to the July 26, 2018 local emergency proclamation continue to exist.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta continues the proclamation of a ‘local emergency’ by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

Resolution No. 2018 –  
November 13, 2018  
Page 2 of 2

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by this Board.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

**DULY PASSED AND ADOPTED** this 13th day of November, 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:** November 13, 2018

**CATEGORY:** Consent - Law and Justice-24.

**SUBJECT:**

Continuation of Local Emergency Proclamation: Delta Fire

**DEPARTMENT:** Sheriff

**Supervisory District No. :** 4

**DEPARTMENT CONTACT:** Tom Bosenko, Sheriff-Coroner (530) 245-6167

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

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

**SUMMARY**

There is a need for the Delta Fire local emergency proclamation to be continued.

**DISCUSSION**

Pursuant to California Government Code Section 8630, a proclamation of local emergency made by the Director of Emergency Services shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors. The recommended action ratified the Director of Emergency Services September 6, 2018 verbal proclamation of such local emergency, which was signed by the Director on the morning of September 7, 2018.

The Shasta County Director of Emergency Services proclaimed a local emergency on September 6, 2018 due to the wildland fire identified as the "Delta Fire". On September 11, 2018 the Shasta County Board of Supervisors, by adopting Resolution No. 2018-083, which ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. Resources are stretched beyond capacity due to the many wildland fires Shasta County has experienced in a short time period.

Government Code Section 8630(c) requires that the governing body review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. As of October 7, 2018, the Delta Fire was declared as one hundred percent contained by the U. S. Forest Service. The fire burned over 63,311 acres, and destroyed 20 residential structures, damaged one residence, and destroyed 24 outbuildings. Shasta County is also still under local emergency due to the Carr Fire. County resources at this time are unable to sustain a debris removal operation. Shasta County will need assistance from the California Governor's Office of Emergency Services for the clean up of hazardous

material and the removal of debris from private properties to prevent any environmental issues.

**ALTERNATIVES**

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement includes but is not limited to, the Shasta County Department of Public Works, Shasta County Fire/CAL FIRE, California Highway Patrol, California Office of Emergency Services, California Department of Transportation, and US Forest Service,. County Counsel has reviewed the resolution as to form. The Recommendation has been reviewed by the County Administrative Office

**FINANCING**

Staff will pursue all available options for cost recovery if such options are available; however, it is anticipated that there will be some impact to the General Fund due to the amount of clean up that may be required and infrastructure repair.

**ATTACHMENTS:**

Description	Upload Date	Description
Delta Fire Continuation Resolution	10/24/2018	Delta Fire Continuation Resolution

**RESOLUTION NO. 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONTINUING THE PROCLAMATION OF LOCAL EMERGENCY  
FOR THE DELTA FIRE**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that the wildland fire identified as the “Delta Fire” has devastated the areas of Dog Creek Road, Slate Creek area, Pollard Flat area, and Highlands Lake area, and, until recently, was a threat in an unincorporated area of the County near the community of Lakehead; and

**WHEREAS**, on August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed by the existence of the Carr Fire and any concurrent fires and the debris removal process is ongoing; and

**WHEREAS**, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Delta Fire on September 6, 2018; and

**WHEREAS**, on September 11, 2018 the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

**WHEREAS**, conditions of extreme fire danger continue within areas of Shasta County; and

**WHEREAS**, as of October 7, 2018, the Delta Fire is 100% contained, has consumed more than 63,311 acres, destroyed 20 residences and destroyed an additional 24 outbuildings; and

**WHEREAS**, cleanup and hazard mitigation within the footprint of the Delta Fire, to protect the public, is ongoing and beyond the control of the services, equipment, and facilities of Shasta County; and

**WHEREAS**, the Board of Supervisors recognizes that the circumstances that led to the September 6, 2018 local emergency proclamation continue to exist.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta continues the proclamation of a ‘local emergency’ by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

Resolution 2018 -  
November 13, 2018  
Page 2 of 2

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by this Board.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

**DULY PASSED AND ADOPTED** this 13th day of November, 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:** November 13, 2018

**CATEGORY:** Consent - Law and Justice-25.

**SUBJECT:**

Approve the purchase of a new 2019 Ford Transit Mid Roof 250 ADA compliant vehicle for the Custody Division of the Sheriff's Office.

**DEPARTMENT:** Sheriff-Jail

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dave Kent, Captain, (530) 245-6120

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

Take the following actions: (1) waive the competitive procurement requirements of Administrative Policy 6-101, *Shasta County Contracts Manual* and Shasta County Code section 3.04.020(A), "Competitive Procurement," due to limitations on the source of supply; and (2) Approve and authorize Fleet Management to purchase an Americans with Disabilities Act (ADA) compliant transport vehicle through Courtesy Ford in an amount not to exceed \$67,503.02.

**SUMMARY**

N/A

**DISCUSSION**

The Sheriff's Office custody division currently has a transport van, however, it is not ADA compliant. The Custody Division has a 2001 Ford Crown Victoria Sedan vehicle currently up for replacement and an ADA van is needed to comply with ADA requirements as well as for the safety and security of transporting inmates with disabilities to various locations. The Custody Division would like to purchase 2019 Ford Transit Mid Roof 250 van with hydraulic wheelchair lift to meet this requirement. Three vendors were contacted, however, only two could provide a hydraulic wheelchair lift. Of the two vendors who could provide a hydraulic wheelchair lift, Courtsey Ford is the only vendor which has this particular vehicle in stock. Based on the quotes Courtesy Ford had the lowest bid.

**ALTERNATIVES**

The Board may choose not to approve this request or request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

Fleet Management Division of the Facilities Management Department has recommended this vehicle for the Shasta County Jail Transportation Division. The County Administration Office has reviewed this recommendation. The Support Services-Purchasing Unit has reviewed this recommendation.

**FINANCING**

The ADA compliant van will be paid with replacement funds of the existing Custody Division vehicle with the remaining balance absorbed by the Sheriff's Office Custody Division Fiscal Year 18/19 budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Quote No. 1	11/6/2018	Quote No. 1
Quote No. 2	11/6/2018	Quote No. 2

# **COURTESY FORD**

## **2019 Ford Transit Mid Roof 250**

V6 Ecoboost Engine

Rear A/C

Cruise Control

**\$33,844.00**

## **3 Compartment Inmate Transport System**

**\$ 14,500.00**

**Wheel Chair Lift**

**\$ 8,500.00**

**3 Compartment Camera System**

**\$ 2,100.00**

**Install**

**\$ 1,610.00**

**\$60,554.00**

**TAX 7.25% 4,390.02**

**Shipping to Shasta County**

**2,559.00**

**Total: \$67,503.02**

Ritchie Bearden  
Fleet Manager  
Courtesy Ford  
Pinebelt Chevrolet/Dodge Ram  
662-360-8590  
rbearden@pinebeltmotors.com



To:	Buck Bellflower
	Shasta County Fleet

Date 7/6/2018

**2019 Ford Transit 350 Mid roof 148" WB Color TBD****CAPACITIES/DIMENSIONS:**

- 1.1.1. Wheelbase – 148"
- 1.1.2. GVWR – Min. 9500 lbs.
- 1.1.3. Payload – 3500 lbs.
- 1.1.4. Cargo Height - Approx. 72" interior.
- 1.1.5. Fuel Tank Capacity – Min. 25 gal.

**1.2. FRONT AXLE/SUSPENSION:**

- 1.2.1. Capacity - Mfr.'s max, approx. 4000 lbs.
- 1.2.2. Shocks – Heavy-duty.
- 1.2.3. Stabilizer – Heavy-duty front and rear.

**1.3. REAR AXLE/SUSPENSION:**

- 1.3.1. Capacity – Approx. 6000 lbs.
- 1.3.2. Shocks – Heavy-duty.
- 1.3.3. Ratio – Approx. 3.73.

**1.4. ENGINE:**

- 1.4.1. Type – Gasoline.
- 1.4.2. Size – Min. 3.5 L, eco boost or equal.
- 1.4.3. Horse Power – Approx. 310 @ 6500 RPM.
- 1.4.4. Engine Torque – Approx. 400 FT LB @ 4000 RPM.

**1.5. COOLING:**

Heavy-duty system designed for extreme heat operating conditions.

**1.6. TRANSMISSION:**

- 1.6.1. Type – Automatic
- 1.6.2. Speeds – Min. four (4) with overdrive.
- 1.6.3. Shift Control – Electronic.
- 1.6.4. Oil Cooler – Heavy-duty system designed for high ambient temperature operation.

**1.7. STEERING:**

Power assist with tilt steering wheel.





**1.8. BODY:**

Shall be a long length cargo design with a mid height roof.

**1.9. INSULATION:**

One (1) inch of polyurethane insulation shall be sprayed on the complete underside of the wheel wells and rear interior cargo area, except the floor, support ribs shall be left exposed so that the interior lining can be installed. Polyurethane foam insulation shall be applied in a smooth even layer.

**1.10. ELECTRICAL:**

- 1.10.1. Volts - 12
- 1.10.2. Alternator – Min. output 150 amps.
- 1.10.3. Batteries – Heavy-duty maintenance free type with adequate cold crank capacity to start the engine with ambient temperature at 0°F.
- 1.10.4. Gauges and Instruments - Engine water temperature, oil pressure, fuel and voltmeter.
- 1.10.5. Lighting – Mfr.'s standard, shall include overhead dome lights, front and rear. Rear dome light shall have a prisoner safe protective screen installed.
- 1.10.6. Radio – AM/FM stereo, factory installed.

**1.11. AIR CONDITIONING/HEATER:**

Aftermarket, ceiling mount 29,000 BTU or better evaporator plumbed to vehicles compressor.

**1.12. GLASS:**

All, glass shall be darkest legal tint.

**1.13. MIRRORS:**

Dual, outside rear-view mirrors approximately 6" X 9" below eye line.

**1.14. DOORS:**

- 1.14.1. Side Cargo - Double opening preferred sliding if not available (no windows). Opening height shall be a minimum of 63 inches high
- 1.14.2. Rear Cargo - Double opening (no windows). Opening height shall be a minimum of 63" inches high.

**1.15. SEATING:**

- 1.15.1. Type - High-back buckets
- 1.15.2. Covering - Heavy-duty cloth covered.
- 1.15.3. Color - Tan or Gray.

**1.16. BRAKES:**

Heavy-duty four-wheel anti-lock system with non-asbestos lining.

**1.17. TIRES & WHEELS: (As specified or pre-approved size)**

Five (5) (like) manufactures standard radial tires, tubeless with five (5) (like) factory standard steel disc wheels per tires specified. Spare, loose.

**1.18. PARTITIONS/SEATS/LINING/FLOOR:**

**1.18.1. Construction Materials:**

- 1.18.1.1. Partitions - Square tubing 1" .083 gauge expanded metal ½" 13 flat.
- 1.18.1.2. Doors - Square tubing 1" .083 gauge expanded metal ½" 13 flat.
- 1.18.1.3. Door Latches - Flat Bar Stock, 3/8" x 1".
- 1.18.1.4. Interior Lining - Aluminum sheeting minimum thickness .050"
- 1.18.1.5. Bench Seats - Steel sheeting, 14-gauge, square tubing 2" .083 gauge.





- 1.18.1.6. Hinges - Heavy duty steel.
- 1.18.1.7. Locks - Double cylinder dead bolts shall be installed with special one-way type screws.
- 1.18.1.8. Floor Covering Rear Area - Spray applied polyurethane, minimum 1/16" thick, color black.
- 1.18.1.9. Rear Step - Square tubing 2", flat steel 1/8", angle iron 2" x 2", steel diamond plate.
- 1.18.1.10. Side/Rear Door Padlock Brackets - Angle iron 2" x 2".
- 1.18.2. Partitions:
  - 1.18.2.1. Front Partition – Starts from the floor to the interior roof and from the right interior to the left interior walls. The bottom section shall be a 14-gauge metal, with vertical supports every 14 1/2". The top half shall be expanded metal covered with plexiglass.
  - 1.18.2.2. Center Partition – Installed from the floor to the interior roof and from the right interior to the left interior walls. The bottom section shall be 28" high with vertical supports every 14 1/2", the top section shall have two escape doors 22" x 24" shall be installed in the top center section, hinged at the center, dead bolt type locks, door to open either direction.
  - 1.18.2.3. Rear Area Center Divider Partition - Installed from the floor to the interior roof and connected to the front center and rear partitions, with vertical supports every 14". Partition shall be lined with .050 aluminum installed with 3/16" steel button head pop rivets.
  - 1.18.2.4. Rear Door/Partition - Installed from the floor to the interior roof and from the right interior to the left interior walls. Shall have two (2) 24" wide, 52" high doors, with centered vertical and horizontal supports, hinged at the center, three-point latch mechanisms with 24" spread, padlock latch.
  - 1.18.2.5. Construction - All partitions shall be designed and constructed such that all maintenance items such as the AC, heater, lights and etc. are easily accessible. Panels, covers and etc. that are easy to remove shall be provided where access is necessary. Partition shall be designed such that they are easily bolted together to form the individual prisoner cages. Filler panels for the front and center partitions shall be designed and constructed to fit the contour of van walls, riveted to each end of the partitions in such a way that they can be easily removed. Frame work for partition and doors shall have full penetrating welds at every joint. Expanded metal to have full penetrating welds at every contracting surface, approximately every 1/2" to 1" depending on metal positioning. Bottom section of front partition shall be covered with 16-gauge sheet metal, tack welded every 3". Heavy-duty steel hinges to be welded on. Door latch brackets shall be constructed of the same material as latch mechanisms. Bolts with self-locking nuts shall be used at all partition to partition connecting points, 3/16" steel pop rivets to be used to attach partition to van body. A small amount of silicon sealer shall be applied to each contacting point at the time of assembly eliminating all rattles and squeaks. Left side of front partition where it contacts side wall shall be sealed with silicon sealer upward 12", making a water proof corner.
- 1.18.3. Bench Seats:
  - 1.18.3.1. Front Compartment Benches - 14" wide, 44" long, fold down design, one installed across the van parallel to the front partition and one installed parallel with the center partition. The seats shall not interfere with the wheelchair restraint system, when in the fold down position, when not in use.
  - 1.18.3.2. Rear Compartment Benches - Two (2), overall dimension 14" wide, 64" long, one (1) in each compartment, positioned parallel with outside wall directly rearward of center partition.
  - 1.18.3.3. Construction - Full penetrating weld at all joints, non-skid seating surface, anchored to the floor.





- 1.18.3.4. Interior Lining: The complete rear interior roof and side walls shall be lined with minimum .050" aluminum sheet metal, installed with 3/16" steel button head pop rivets, all joints shall be sealed with silicon and completely water proof so entire unit can be hosed out if necessary.
- 1.18.3.5. Floor Coating: Black polyurethane coating, minimum 1/16" thickness shall be applied to the entire rear floor area extending a minimum over the bench tops and front partition. Coating shall be applied such that all components installed on the floor shall be completely sealed so that water or other liquids will not be trapped under the bench seats or other components.
- 1.18.3.6. Padlock Brackets, Side and Rear Door: Overall dimensions, 2" x 2" x 1/8" x 2" installed on each door providing a means for padlocking side and rear doors. Brackets to be attached to doors with 3/16" steel pop rivets using a small amount of silicon sealer on the contacting surfaces at the time of assembly. See drawings.

**1.19. REAR STEP:**

Overall dimensions, 12" length, 42" width, 14" high side supports, full penetrating welds at all joints, raised side of diamond plate covered shall be turned up bracing from bottom edge of step to main frame of vehicle.

**1.20. LOAD LIGHTS:**

- 1.20.1. Type - Recessed, 4" dia. heavy-duty.
- 1.20.2. Make – Maxima M66350
- 1.20.3. Quantity – 4
- 1.20.4. Location - One light installed in each of the side and rear doors, positioned such in the lower center portion of doors that the entire load area will be adequately lighted.

**1.21. WHEELCHAIR LIFT / RESTRAINT SYSTEM: Meet ADA requirements**

- 1.21.1. Lift Assembly
  - 1.21.1.1. Type - Electric over hydraulic, fully automatic.
  - 1.21.1.2. Make/Model – BRAUN, Commercial ADA Approved. 32" X 44" usable platform, or equal.
  - 1.21.1.3. Location - Right side door opening.
- 1.21.2. Restraint System:
  - 1.21.2.1. Make/Model – Q strain max or equal.
  - 1.21.2.2. Quantity - Complete system for one wheelchair and occupant.
  - 1.21.2.3. Type - 4-Point wheelchair tie-down and occupant restraint system shall be furnished including a lap belt and shoulder restraint.
  - 1.21.2.4. Restraint Anchoring Floor Track - KINEDYNE 751 (horizontal) series I or equal, installed directly rearward of front partition and directly in front of center partition, full width.

**1.22. PAINT:**

Manufacturers standard paint, interior color powder coated white or black.

**1.23. KEYS:**

Each unit shall have four (4) sets of keys with rings, tags and be properly identified.

**1.24. GENERAL:**

Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color coding, conduit, nylon ties, grommets (sealed type) for holes in metal, any opening made in the cab shall be sealed to prevent fumes from entering. Wiring shall not be routed across the engine or any other major component.





Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed.  
Electric power supply to be picked up at the vehicle manufacturers provided accessory terminals such as Ford's Power Distribution Center.

#### **WARRANTY OFFERED:**

- A. All conversion work performed on Quality Vans & specialty Vehicles is warranted for one (1) year. Questions regarding specific warranty claims should be directed to Quality Vans & Specialty Vehicles. All warranty work and service for upfit can be arranged by calling Quality Vans & specialty Vehicles at (480) 464-7007.
- B. The components and their associated components are covered by their respective manufacturer. Major component and sun-assemblies, such as emergency lighting, generators, air conditioners, computer, etc. are covered by the warranties of their respective manufacturers.

#### **PRICING SECTION**

The base price to build the Prisoner Transport will be: \$39,000.00  
Chassis \$31,000.00 with GPC applied

<b>Total</b>	<b>\$70,000.00</b>
<b>Delivery</b>	<b>\$ 1,800.00</b>

#### **OPTIONS:**

Hands Free Communications – Blue Tooth or equal/Cruise control \$ 500.00  
Seat Belts (per position) \$ 150.00  
Cell Camera System with recorder \$ 3,600.00

#### **PRICING CONSIDERATIONS**

This quote is valid for 90 days from date listed. Quality Vans retains all rebates.

#### **PROJECT SCHEDULING**

Production time to build quoted unit is 60-90 days from receipt of chassis. The start date for the purpose of scheduling your project on our Production Line shall be dependent on the following items:

- 1) QVSV receipt of your signed Purchase Order or signed QVSV Proposal.
- 2) Any deposits required by QVSV proposal being received.
- 3) Notification of date Vehicle Chassis is scheduled for delivery to QVSV's facility in Tempe, AZ.
- 4) All initial design details completed, and questions answered between customer and QVSV.
- 5) Delays by customer might impact delivery schedule.

Quality Vans has been in business since 1974. We are highly experienced in the design and manufacture of specialty vehicles for all types of uses including law enforcement, federal agencies, medical facilities, municipal agencies and commercial applications. We maintain a staff RVIA certified technician and AWS certified structural welders. Our employees have extensive experience in all facets of the specialty vehicle manufacturing business and we enjoy an outstanding reputation for delivering rugged, quality built vehicles at exceptional value. We are a registered vendor on the Federal SAM site with CAGE Code #6TWF5 and





DUNNS #078693888. In addition, we are a GSA Contract holder on Schedule 23v contract # GS-30F-010GA.

We operate out of a modern manufacturing facility in Tempe, Arizona. Our facility is conveniently located just 5 minutes from Phoenix's Sky Harbor International Airport.

We invite you to visit our web site at [www.qualityvans.com](http://www.qualityvans.com) to see some of the vehicles we have delivered. We look forward to working with you. Please contact us if we may provide any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'David E. Rebeck', is written over a light blue horizontal line.

**Quality Vans & Specialty Vehicles**

**Customer Acceptance:**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Public Works-26.

**SUBJECT:**

Fall River Mills Airport – Hangar Lease

**DEPARTMENT:** Public Works

**Supervisory District No. :** 3

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign: (1) An amendment to the lease agreement with Christine Potje for fixed Hangar No. 7 at Fall River Mills (FRM) Airport to terminate the lease effective November 30, 2018; and (2) a lease agreement with Pat Nelson Construction, Inc. in the amount of \$250 per month for fixed Hangar No. 7 at FRM Airport for the period December 1, 2018 through March 31, 2019.

**SUMMARY**

A lease agreement is proposed for a fixed hangar at FRM Airport.

**DISCUSSION**

The County owns nine fixed hangars and four portable hangar spaces at the FRM Airport. All are currently leased. There is no one on the airport's hangar waiting list. Christine Potje leases fixed Hangar No. 7 and has requested termination of the lease. Pat Nelson Construction, Inc. recently expressed interest in leasing a hangar and has agreed to lease Hangar No. 7. A swap is proposed.

The Board may lease real property to a third party per Policy 6-101. The Board shall adopt a resolution with a property description, public notice, sealed bidding and oral bids. Airport leases are not specifically addressed. Government Code 25536 provides that the Board may lease County-owned airport property by four-fifths vote without compliance with the aforementioned notice and bidding procedures.

**ALTERNATIVES**

The Board may direct staff to seek alternate terms or decline to transfer the lease at this time. Current rental terms appear to balance supply and demand.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Lease revenue is included in the Adopted FY 2018/19 FRM Airport budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Potje Lease Amendment	10/31/2018	Potje Lease Amendment
Nelson Lease Agreement	11/6/2018	Nelson Lease Agreement

**FIRST AMENDMENT TO THE  
LEASE AGREEMENT  
BETWEEN  
THE COUNTY OF SHASTA AND  
CHRISTINE POTJE FOR  
FALL RIVER MILLS COUNTY AIRPORT FIXED HANGAR SPACE NO. 7**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California through the Department of Public Works ("Lessor"), and Christine Potje ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have previously entered into an agreement on January 1, 2018, to lease that certain real property known as Hangar No. 7 or alternate space provided by Lessor and acceptable to Lessee, at the Fall River Mills County Airport, County of Shasta ("Lease Agreement"); and

WHEREAS, County and Consultant desire to amend the Lease Agreement to shorten the term.

NOW, THEREFORE, the Lease Agreement is amended as follows:

I. Replace Section 2. "TERM" in its entirety to read as follows:

2. TERM:

The premises are leased for a term commencing on January 1, 2018, and ending on November 30, 2018, unless terminated earlier pursuant to the provisions of this lease except that if any such date falls on a Saturday, Sunday or holiday, then this lease shall end at 12:00 p.m. on the preceding business day.

II. Replace Paragraph A. of Section 6. "TERMINATION" in its entirety to read as follows:

6. TERMINATION:

A. Lessee shall vacate the premises before the end of the term of this Lease Agreement.

III. REAFFIRMATION

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

IV. ENTIRE AGREEMENT

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

V. EFFECTIVE DATE

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:


LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:


RUBIN E. CRUSE, JR  
County Counsel

RISK MANAGEMENT APPROVAL

By:  10/30/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By:  10/30/18  
James Johnson  
Risk Management Analyst III

**LESSEE**  
*CHRISTINE POTJE*

By: 

Print Name: Christine Potje

Date: OCT 22 2018

Aircraft N Number: N88387NS2332

**FALL RIVER MILLS COUNTY AIRPORT  
FIXED HANGAR  
LEASE AGREEMENT**

THIS LEASE is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("Lessor"), and Pat Nelson Construction, Inc., hereinafter referred to as ("Lessee").

1.     DESCRIPTION:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, that certain real property known as Hanger No. 7 or alternate space provided by Lessor and acceptable to Lessee, at the Fall River Mills County Airport, County of Shasta. See attached Exhibit A for hangar location.

2.     TERM:

The premises are leased for a term commencing on December 1, 2018, and ending on March 31, 2019, unless terminated earlier pursuant to the provisions of this lease except that if any such date falls on a Saturday, Sunday or holiday, then this lease shall end at 12:00 p.m. on the preceding business day.

3.     RENT:

- A.     The monthly rent of this lease is \$250.00 per month beginning on the date this lease commences. All rent payable pursuant to this lease is payable in advance to the Lessor and delivered to the Public Works Director no later than the first of each month during the term of this lease.
- B.     Lessee shall pay to Lessor \$50.00 as a late fee in any month where the monthly rent is not received by Lessor before the tenth of the month in which it is due. Lessor and Lessee agree that determining the amount of actual damages resulting from late payment of rent is impracticable or extremely difficult to fix and, therefore, agree that \$50.00 shall be presumed to be the amount of damage sustained by a breach of the requirement to pay rent as provided in subdivision A. of this section.
- C.     If the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

4.     USE AND OCCUPANCY:

- A.     Lessee is leasing the premises in its present condition as of the date of execution of this lease.

- B. Lessee shall use and occupy the premises for the sole purpose of storage of an aircraft owned by Lessee. The premises shall be used for no other purpose without the written consent of Lessor.
- C. Lessee shall report the N number of the aircraft stored pursuant to this lease within 5 calendar days of (1) the commencement date of this lease; or (2) storage of an aircraft with a new N number. Lessee shall report the N number of the aircraft stored pursuant to this lease on or before April 1<sup>st</sup> of each subsequent calendar year following commencement of this lease.
- D. Lessee shall not conduct or permit to be conducted any business or sale on said premises, and no overhaul or repair work, or fueling or defueling, shall take place in the hangar.
- E. Lessee shall supply Lessor with keys to any locks placed on entry doors. If Lessee fails to supply Lessor with keys, Lessor may remove and replace lock(s), at Lessee's expense, at a cost of \$100.00 per lock. No notice by Lessor is required.

5. CARE AND REPAIR OF PREMISES:

Lessee shall not commit, or allow to be committed, any waste upon said premises or any nuisance or other act which may disturb the quiet enjoyment of any other hangar tenant. Lessee agrees to keep the premises air and water tight during the tenancy. Lessee shall immediately repair any damage to the premises caused by Lessee or Lessee's agents, employees, visitors, or licensees.

6. TERMINATION:

- A. After the original term of this lease, Lessee agrees to vacate the premises peaceably, and any holding over shall be on a month-to-month tenancy at the then lease rate, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives thirty (30) days written notice to the other, and Lessee's tenancy shall terminate thirty (30) days following the last day of the month in which such notice is given.
- B. In the event that Lessee ceases to use the hangar for aircraft storage for a continuous period of six (6) months, Lessor shall be entitled to terminate the lease in accordance with the notice set forth in subsection 6.A. of this lease.
- C. Lessor shall have the right to terminate this lease upon thirty (30) days written notice. Lessor's right to terminate this lease or accept Lessee's surrender of the premises may be exercised by the Shasta County Board of Supervisors, Shasta County Executive Officer or his or her designee or the Lessor's Public Works Director.
- D. Upon termination of this lease, any personal property found in the leased hangar space may be stored by the Lessor for not in excess of thirty (30) days after notice

and all costs of storage shall be paid by Lessee. Property not claimed by Lessee within the thirty (30) day period may be disposed of by Lessor without any obligation to deliver the property to Lessee or to reimburse Lessee for the value thereof. In the alternative, Lessor may sell all such property and offset any amounts due Lessor against the proceeds of such sale. Costs of disposal or sale shall be paid by Lessee.

7. ALTERATIONS:

- A. Lessee, with Lessor's prior written consent, may make any alterations to the premises, or any part thereof that Lessee deems appropriate and necessary. All improvements made by Lessee to the premises which are attached to the premises so that they cannot be removed without material injury to the premises shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and other improvements made by Lessee which have not become the property of Lessor including, but not limited to, trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all injury done or in connection with the installation or removal of such property and improvements and surrender the premises in as good a condition as it was at the beginning of the term. Reasonable wear and damage not due to the misuse or neglect of Lessee or Lessee's agents, employees, visitors, or licensees is excepted.
- B. Lessor reserves the exclusive rights to the structural parts and surfaces of the premises, and Lessee shall not place, or permit to be placed, upon any part of said premises any picture, sign, marquee or appurtenance which advertises or communicates any content, either verbal or pictorial, which is visible from the outside of the hangar space. Lessor may enter upon said premises and remove the same if Lessee violates this provision.

8. GOVERNMENTAL REQUIREMENTS:

Lessee shall, at its sole cost and expense, comply with the laws, regulations, or ordinances of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the premises, occasioned by or affecting the use to which the premises are to be put by Lessee.

9. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign this lease, or any interest therein, and shall not lease or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease or any interest herein, or subletting, either by voluntary or involuntary act of Lessee, or by operation of law or otherwise, shall, at the option of Lessor, terminate this lease, and any

such purported assignment, transfer or subletting without such consent shall be null and void.

10. INDEMNITY:

Lessee shall indemnify and hold Lessor harmless from and defend against any and all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Lessor Counsel and counsel retained by Lessor, expert fees, litigation costs, and investigation costs), damages, judgments or decrees for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessee, its agents, contractors, subcontractors or employees except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Lessor. Lessee shall further indemnify and hold Lessor harmless from and against any and all claims, suits, actions, costs, expense (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by Lessor, expert fees, litigation costs, and investigation costs), damages, judgments or decrees arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Lessee, or any of its agents, contractors, subcontractors or employees. If an action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense provided, however, that Lessee shall not be liable for damage or injury occasioned by the sole active or sole passive negligence or intentional acts of Lessor or its agents or employees. Lessor shall be required to provide notice to the Lessee within 10 days of receipt or notice of any claim.

11. INSURANCE:

A. Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Airport Premises Liability Insurance for the building and premises with limits no less than \$1 million combined single limit bodily injury and property damage. If Lessee is storing third-party aircraft, Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Hangar keepers' Liability Insurance, with limits of no less than \$1 million per occurrence and \$1 million aggregate. If Lessee is operating a flight school or flying club, Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Comprehensive Airport Liability Insurance for bodily injury (including death) and property damage including owned and non-owned aircraft coverage of \$1 million per occurrence and \$3 million aggregate.

1. Any deductible or self-insured retention exceeding \$25,000 for Lessee shall be disclosed to and be subject to approval by the Lessor's Risk Manager prior to the effective date of this lease.

2. Lessee shall provide Lessor an endorsement or amendment to Lessee's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Lessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. If the endorsement or amendment does not reflect the limits of liability provided by the policy, Lessee shall also provide Lessor a certificate of insurance reflecting those limits.
3. The insurance coverage required by this lease shall be in effect at all times during the terms of this lease. In the event any insurance coverage expires at any time during the term of this lease, Lessee 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 lease or for a period of not less than one year. In the event Lessee 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 lease, Lessor may, in addition to any other remedies it may have, terminate this lease upon 30 days notice.

B. Lessee releases Lessor from liability for loss or damage covered by Lessee's fire and extended insurance coverage and waives subrogation rights of the insurer.

12. DAMAGES:

Lessee, as a material part of the consideration to be rendered to Lessor under this lease, hereby waives all claims against Lessor for damages to goods, wares and merchandise in, upon, or about the premises, and for injuries to persons in or about said premises, from any cause other than Lessor's sole negligence or intentional wrongdoing.

13. CONDITION OF PREMISES:

On the last day of the term or upon earlier termination of this lease, Lessee shall peaceably and quietly leave; surrender and yield up to Lessor said premises in good order, condition and repair, reasonable use and wear thereof excepted.

14. DEFAULT:

If either the Lessor or Lessee fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 20 of this lease and the defaulting party shall have ten (10) days from receipt of the notice of default to cure said breach. In the event the default is not cured within the ten (10) day period, the noticing party may terminate the lease.

15. RIGHT OF ENTRY:

Lessee shall permit Lessor and its employees or agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which the hangar is situated and for the purpose of making repairs or alterations. The Lessee shall supply Lessor with keys to any locks placed on entry doors.

16. TAX LIABILITY:

Pursuant to Revenue and Taxation Code § 107.6, Lessee is advised that a possessory interest subject to property taxation may be created by Lessee's acceptance of this lease. Lessee shall be responsible for and pay possessory interest tax and other taxes as may be applied to or result from this lease.

17. GOVERNING LAW:

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

18. INUREMENT:

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

19. ENTIRE DOCUMENT:

- A. This lease constitutes the entire agreement between the parties pertaining to the subject matter contained in it as it relates to all prior and contemporary agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this lease shall be binding unless executed in writing by all of the parties.
- B. No waiver of the provisions of this lease shall be deemed, or shall, constitute a waiver of any other provision, nor shall it be binding unless executed in writing by the party making the waiver.
- C. Minor amendments which do not result in substantial or functional change to the original intent of this lease and do not cause a decrease in the maximum amount payable under it may be agreed to in writing between Lessee and the Lessor's Public Works Director.

20. NOTICES:

All notices required by law or by this lease to be given to either party may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below and, in that event, notice shall be deemed to have been given three days after mailing.

If to Lessor: Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001  
(530) 225-5661; Fax (530) 225-5667

If to Lessee: Pat Nelson Construction, Inc.  
P.O. Box 750905  
Petaluma, CA 94975  
(707) 762-8037; Cell (707) 974-0856

21. ATTORNEY FEES:

If any legal action is brought by either party hereto for the enforcement or interpretation of this lease, for remedy due to its breach, recovery of the premises or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney fees (including fees of County Counsel), costs and other litigation expenses which shall become a part of any judgment in the action.

22. SEVERABILITY:

If any portion of this lease 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 lease, or the application thereof, shall not be invalidated there and shall remain in full force and effect to the extent that the provisions of this lease are severable.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

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

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

APPROVED AS TO FORM:  
RUBIN E. CRUSE, JR.  
County Counsel

**RISK MANAGEMENT APPROVAL**

By: David M. Yorton, Jr. 11/5/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By: James Johnson 11/05/18  
James Johnson  
Risk Management Analyst III

**LESSEE**  
*PAT NELSON CONSTRUCTION, INC.*

By: [Signature]  
Print Name: Pat Nelson  
Title: President - CFO  
Date: 10/31/18  
Tax I.D. #: 68-0424997

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Aircraft N #: N750WG



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Public Works-27.

**SUBJECT:**

Hat Creek Park – Lease Amendment

**DEPARTMENT:** Public Works

**Supervisory District No. :** 3

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective January 1, 2019, to the lease with Pacific Gas and Electric Company (PG&E) in the amount of \$1,000 for a non-refundable administrative fee for the Hat Creek Park property, for a period of ten years, commencing January 1, 2019 and expiring December 31, 2028.

**SUMMARY**

The Hat Creek Park lease expires December 31, 2018. Renewal is recommended.

**DISCUSSION**

The County has leased and maintained the Hat Creek Park since 1960. It is a day-use picnic and rest area on SR299 in the Intermountain Area. The current lease is set to expire on December 31, 2018. The amendment will extend the lease to December 31, 2028.

**ALTERNATIVES**

The Board may decline to sign the lease amendment. The County would vacate the site.

**OTHER AGENCY INVOLVEMENT**

PG&E has agreed to the lease extension. County Counsel has approved the lease amendment as to form. Risk Management has reviewed and approved the lease amendment. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Sufficient funds to maintain the site have been included in the Adopted FY 2018/19 Recreation and Park Development

budget. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
PG&E Fifth Amendment to Lease	11/5/2018	PG&E Fifth Amendment to Lease

## FIFTH AMENDMENT TO LEASE

This **FIFTH AMENDMENT TO LEASE AGREEMENT** (this "Amendment"), is made and entered into as of January 1, 2019 (the "Effective Date") by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Landlord"), and the **COUNTY OF SHASTA**, a public body of the State of California ("Tenant"). Landlord and Tenant are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS

- A. The Parties entered into that certain Lease Agreement (the "Original Lease"), dated February 8, 1960, pursuant to which Landlord granted Tenant permission for the continued use, occupancy and maintenance of a public picnic ground on property owned by Landlord located in Shasta County, California (the "Premises"), as more particularly described therein.
- B. The term of the Original Lease expired on December 31, 1969 and pursuant to those certain Agreements dated October 7, 1969, April 21, 1981, October 19, 2007 and January 1, 2014 between Landlord and Tenant (the "Agreements"), the Original Lease was extended through December 31, 2018, as more specifically set forth in the Agreements. The Original Lease as amended by the Agreements is hereinafter collectively referred to as the "Lease".
- C. The term of the Lease is scheduled to expire on December 31, 2018.
- D. The Parties desire to further amend the Lease to (i) extend the Term of the Lease for a period of ten (10) years, commencing January 1, 2019 and expiring December 31, 2028, and (ii) otherwise modify the Lease upon the terms and conditions set forth in this Amendment.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms; Recitals; Effective Date. Unless otherwise defined herein, all capitalized words and terms used in this Amendment shall have the meanings ascribed to them in the Lease. The Recitals are hereby incorporated by this reference. Unless otherwise specifically provided herein, all provisions of this Amendment shall be effective as of the Effective Date set forth above.

2. Extension of Term. The Term of the Lease is hereby extended for a period of ten (10) years, commencing January 1, 2019 and expiring December 31, 2028 (the "Extension").

Term"), unless earlier terminated, pursuant to the terms and conditions of the Lease. All references in the Lease to the "Term" shall mean the term as extended by this Amendment.

3. Rents. During the Extension Term, Tenant shall pay no rent for said term but shall pay to PG&E the sum of one thousand dollars (\$1000) as a non-refundable administrative fee on or before the execution of this Amendment.

4. As Is Condition of Premises. Tenant acknowledges and agrees that its use of the Premises during the Extension Term is a continuation of Tenant's use under the Lease. Tenant is familiar with the condition of the Premises, and accepts the Premises during the Extension Term in their "as is" condition

5. Miscellaneous.

(a) Ratification. Except as expressly amended, modified or supplemented by this Amendment, all of the terms, conditions and provisions of the Lease remain in full force and effect and are hereby ratified and confirmed.

(b) Conflicts. To the extent the terms of the Lease and this Amendment are inconsistent, the terms of this Amendment shall control.

(c) Not an Offer. The submission of this Amendment to Tenant for examination or execution does not create an option or constitute an offer to Tenant to amend the Lease, on the terms and conditions contained herein, and this Amendment shall not become effective as an amendment to the Lease unless and until it has been executed and delivered by both Landlord and Tenant. By executing and delivering this Amendment, the person or persons signing on behalf of Tenant represent and warrant that they have requisite authority to bind Tenant.

(d) Entire Agreement. This Amendment contains the entire agreement of Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents with respect to the subject matter thereof, and none shall be used to interpret or construe the Lease as amended hereby.

(e) Joint and Several Liability. If Tenant shall consist of one or more persons or entities, the obligations of Tenant shall be joint and several, and the act of notice from, or notice to, or the signature of, any one or more of them, with respect to the Lease, including but not limited to, any renewal, extension, expiration, termination or modification of the Lease, shall be binding upon each and all of the persons or entities constituting Tenant, with the same force and effect as if each and all of them had so acted or so given or received such notice or so signed.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be duly executed as of the date set forth below each signature, to be effective on the Effective Date first above written.

**LANDLORD:**

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By \_\_\_\_\_  
Sarah Hug  
Manager, Hydro Support

Dated \_\_\_\_\_

**TENANT:**

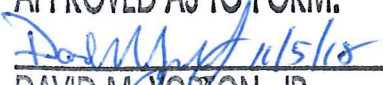
COUNTY OF SHASTA,  
a public body of the State of California


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

Dated \_\_\_\_\_

Area 6 – North Valley  
Land Service Office: Redding  
Line of Business: 24  
Business Doc Type: Conveyances Out  
USGS location: 21.36.04.18.21, 21.36.04.18.24  
FERC License Number: N/A  
PG&E Drawing Number: N/A  
LD of any affected documents: 2136-04-0191, -0212, -0026, -0302 and -0311  
LD of any Cross-referenced documents: N/A  
TYPE OF INTEREST: 11, 11L  
SBE Parcel Number: 135-45-028D-2  
(For Quitclaims, % being quitclaimed): N/A  
Order # 2047422  
JCN: N/A  
County: Shasta  
Utility Notice Numbers (if applicable) N/A  
851 Approval Application No. A 03-05-012 Decision No. D 04-07-021  
Prepared By: RGRR  
Checked By: S2P0  
Revised by: N/A

11718.001.1276824v8

**APPROVED AS TO FORM:**  
  
**DAVID M. YORTON, JR.**  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**  
BY:  10/05/18  
James Johnson  
Risk Management Analyst

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Public Works-28.

**SUBJECT:**

Traffic Signal Design Contract

**DEPARTMENT:** Public Works

**Supervisory District No. :** 5

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective July 31, 2018, to the agreement with Omni-Means, Ltd. to extend the term from July 31, 2018 to December 1, 2018, and retain compensation of \$37,283 for signal design services.

**SUMMARY**

An engineering agreement with Omni-Means, Ltd. expired before the overall design was complete.

**DISCUSSION**

Gas Point Road is signalized at Rhonda Road and Park Drive. Road and signal improvements are proposed. County engineers designed the road improvements. In 2015, the County entered into an agreement with Omni-Means, Ltd. to design the signals. That contract expired on July 31, 2018, before the overall design was complete. Staff proposes to extend the contract to December 1, 2018.

**ALTERNATIVES**

The Board may decline to extend the agreement. County staff has limited expertise in signal design.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Adequate funds have been included in the Adopted FY 2018/19 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Omni-Means Second Amendment	11/1/2018	Omni-Means Second Amendment

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND OMNI-MEANS, LTD. FOR  
THE PURPOSE OF PROVIDING TRAFFIC SIGNAL DESIGN SERVICES**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County") and Omni-Means, Ltd., ("Consultant").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on July 31, 2015, to provide for traffic signal design services (the "Original Agreement"); and

WHEREAS, the original Agreement was amended on November 17, 2015, effective the date it was signed by both Parties, to amend the responsibilities of Consultant and increase the maximum amount of compensation payable to Consultant by \$14,050.00 for work at an adjacent intersection ("First Amendment"); and

WHEREAS, the term of the Agreement expired on July 31, 2018; and

WHEREAS, County and Consultant desire to amend the Agreement to extend the term of the Agreement to end no later than December 1, 2018; and

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

NOW, THEREFORE, the Agreement is amended as follows:

**I. TERM OF AGREEMENT.**

This agreement shall commence on July 31, 2015, and shall end December 1, 2018.

**II. REAFFIRMATION.**

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

**III. ENTIRE AGREEMENT.**

The Agreement, as amended, and any attachments and exhibits hereto, constitutes the entire understanding between County and Consultant concerning the subject matter contained herein.

**IV. EFFECTIVE DATE.**

This Second Amendment shall be deemed effective July 31, 2018.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, County and Consultant have executed this Second Amendment to the Agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this 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

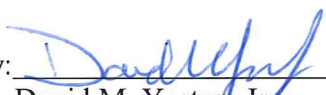
ATTEST:

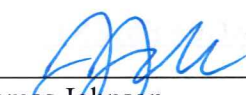
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

RUBIN E. CRUSE, JR.  
County Counsel

RISK MANAGEMENT APPROVAL

By:   
David M. Yorton, Jr.  
Senior Deputy County Counsel

By:  11/01/18  
James Johnson  
Risk Management Analyst III

CONSULTANT  
OMNI-MEANS, LTD.

By: 

By: (SEE ATTACHED RESOLUTION)

Print Name: DOUGLAS J RIES

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

Title: VICE - PRESIDENT / PRINCIPAL

Title: \_\_\_\_\_

Date: 10/29/2018

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

Tax I.D.#: 88-0170226

**Unanimous Consent Resolution of the Directors of  
Omni-Means, Ltd. in Lieu of 2018 Annual Meeting**

Pursuant to Section 78.315 (2) of the Nevada Revised Statutes and the Bylaws of the corporation, the undersigned directors, being all of the directors of Omni-Means, Ltd., a Nevada corporation (the "Corporation"), acting by unanimous written consent, hereby adopt the following corporate resolutions and consent to the taking of the actions set forth herein.

**1. Prior Acts:**

RESOLVED, that all of the prior actions taken by the officers of the corporation in the name, or for the benefit of this Corporation, are hereby approved, ratified, and confirmed as the actions of this Corporation.

**2. Election of Officers:**

RESOLVED, that the following persons are elected to the offices appearing opposite their respective names as indicated below, to serve at the pleasure of the board until the next annual meeting of the directors of the Corporation and until their respective successors are duly elected and qualified:

Iver Skavdal	President
Stephen Quigley	Executive Vice-President
Michael Moran	Treasurer
J. Duncan Findlay	Secretary
Lindsay Ray	Assistant Secretary
Doug Ries	Vice-President
Kamesh Vedula	Vice-President

**3. Establishment of Job Related Authority Levels:**


**RESOLVED**, that the job related authority levels established under GHD Group Pty Ltd document QA100, as revised for use in North America and as approved by the North American Leadership Team (NALT), are hereby confirmed as the Corporations job related authority levels for company operations until such time as revised authority levels are established.

The execution of this consent shall constitute a written waiver of any notice required by the Nevada Revised Statutes or this Corporation's Articles of Incorporations and Bylaws.

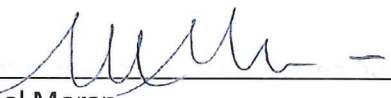
This Board action may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Facsimile or PDF copies of signatures of this action shall be deemed valid and original for all purposes.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent Resolution of Directors effective as the 2nd day of May, 2018.


  
\_\_\_\_\_  
Ashley Wright

  
\_\_\_\_\_  
Stephen Quigley

  
\_\_\_\_\_  
Michael Moran

  
\_\_\_\_\_  
Iver Skavdal

  
\_\_\_\_\_  
Douglas Ries

<div>  <div> <b>AUTHORITY LEVEL MATRIX</b>            Levels are purposely set LOW to ensure DISCUSSIONS occur to ensure the best risk management plans result         </div> </div>							
North America (USD/CAD)							
Winning Work	Board	CEO	EMG	GM	ECM	PR	PM
Approval to pursue an opportunity, prepare an offer or to submit an offer (separate approvals are required at each gateway)	Fee (USD/CAD) or value (USD/CAD)						
- standard contract and standard risk with a fee value of:	>100m	100m	30m	10m	3m	1.5m	
- non-standard contract and/or higher risk with a fee value of:	>100m	100m	30m	10m	3m	1.5m	
- Construction contracts							
- standard construction contract (PR authority limited to specific individuals designated by GM)				10m	5m	3m	
- non-standard construction contract				10m	1.5m		
- construction contracts up to 60 months - annual gross project revenue	>30m	30m	20m				
Acceptance of the following contract terms:							
- onerous contract terms as per table 2 (standard risk projects) with a fee value of:			>5m	5m	3m	1.5m	
Execution of a Memorandum of Understanding/Cooperation Agreement					All		
Project Delivery	Board	CEO	EMG	GM	ECM	PR	PM
Execution of the following documents (refer note 1):							
- standard contract (no limit to PR authority if no changes from previously approved proposal)				>3m	3m	1.5m	
- higher risk contract				>3m	3m	1.5m	
- standard construction contract (PR authority limited to specific individuals designated by GM)				>3m	3m	1.5m	
- non-standard construction contract				>1.5m	1.5m		
- Subconsultancy or subcontract agreement				>1m	1m	500k	50k
- Confidentiality Agreement					All		
- Power of Attorney for Proposal or Project				All			
- Novation Agreement					All		
- Joint Venture Agreement				All			
- Other						All	
Approval of payment of invoice for project disbursements							
Single approver permitted							100k
Two approvers required					500k	500k	
Three approvers required			>500k	>500k	>500k		
Approval of exceedance of project budget by:				>100k	100k	5k	
Approval to hold earned billings from invoice					>10k	10k	
Approval to submit a contract amendment/change order (Cumulative since last approval)			>10m	10m	3m	1.5m	750k
Approval to enter into a commercial settlement	>2.5m		2.5m	1m	500k		
Approval to issue Credit Note	>2.5m		2.5m	250k	100k		
Business Management	Board	CEO	EMG	GM	ECM	PR	PM
<b>Staff management</b>							
Appointment and termination of Staff and salary reviews - Annual salary package limit				>200k	200k		
Engagement and termination of Contract Staff - Value for Contract Period				>200k	200k		
<b>Approval of Expenditure</b>							
Donations and sponsorships (except all political donations require approval by Board)				50k	10k	2k/yr	
Approval to enter into contracts for standard operating costs (refer cl 4.1)				500k			
Authorization of budgeted operating costs (OH travel, training, office supplies, staff amenities)				150k	50k	25k	
Authorization of budgeted Capital Expenditure (non IS)				150k	50k	25k	
Authorization of unbudgeted expenditure (non IS)				50k	20k	5k	
Authorization of expenditure when cumulative expenditure is over budget by				150k	50k		
Execution of Agreements for acquisition of a business (after Board approval)				2m	500k		

PR = Principals can approve non-standard contracts with value up to \$1.5 million dollars.

Refer Section  
4 of QA100  
Limits of  
Authority  
Supplement  
for  
NA

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Resource Management-29.

**SUBJECT:**

AGREEMENT BETWEEN SHASTA COUNTY AND PACIFIC WIND DEVELOPMENT, LLC  
FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT

**DEPARTMENT:** Resource Management

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Paul A. Hellman, Director of Resource Management (530) 225-5789

**STAFF REPORT APPROVED BY:** Paul A. Hellman, Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Pacific Wind Development, LLC for the payment of funds in the amount of \$494,156 to pay for the costs of the environmental review process for the Fountain Wind Project (Project) including, but not limited to, the preparation by a consultant of an Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Program (MMRP), County administration of a Consultant Personal Services Agreement for the Project, and the processing of the Project land use application for the period date of signing until expiration of all applicable statutes of limitation to third party challenges and third party actions concerning the MMRP, land use application, or entitlements of the Project.

**SUMMARY**

The Director of Resource Management acting as the Shasta County Environmental Review Officer (ERO) has determined that an EIR must be prepared to address potential environmental impacts from the proposed Fountain Wind project. The proposed agreement allows for payment by the applicant for preparation of an EIR and MMRP, as well as payment to the County for oversight costs related to the proposed project.

**DISCUSSION**

The EIR and MMRP are necessary for processing a use permit application for the proposed Fountain Wind Project, which consists of the construction and operation of up to 100 wind turbines and associated infrastructure, with a generating capacity of up to approximately 347 megawatts. The Project would disturb approximately 2,167 acres within a land area comprised of several parcels covering about 38,000 acres. The project site is located on land owned by Shasta Cascade Timberlands, LLC, situated both north and south of State Highway 299 East, to the east of the communities of Montgomery Creek and Round Mountain, and west of Hatchet Mountain Pass, approximately 6 miles west of the community of Burney, and about 35 miles east of the City of Redding.

After the Environmental Review Officer determined that an EIR would be required, the Department of Resource Management accepted an Initial Administration Deposit of \$20,000. A Request for Proposals (RFP) was prepared and sent to consulting firms, consistent with the "Procedures for the Administration of the California Environmental Quality Act" adopted by Board of Supervisors Resolution No. 94-71, on May 3, 1994. Three responses to the RFP were received. The Selection Committee reviewed the proposals and interviewed the consultants. Based on the proposals submitted and the results of the selection committee interviews, Environmental Science Associates (ESA) was selected to prepare the EIR and related MMP for a cost of \$474,156. The agreement with ESA is a separate agenda item on the Board's agenda.

The agreement with Pacific Wind Development, LLC, provides the funding for the costs of the agreement with ESA for preparation of an EIR and MMRP for the project.

**ALTERNATIVES**

The following alternatives are available: (1) Choose not to approve the agreement. (2) Ask for more information or request changes to the agreement.

**OTHER AGENCY INVOLVEMENT**

County Counsel's office and Risk Management have reviewed and approved the agreements as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

No impact to the General Fund is anticipated as a result of entering into the agreement. The agreement includes payment of \$20,000 by Pacific Wind Development, LLC for County administrative costs, as well as a provision for payment of any additional County administrative costs as set forth in the attached agreement. The maximum payable amount of the Consultant Personal Services Agreement (PSA) for preparation of the EIR and MMRP will not exceed \$474,156, the financing of which would be provided in its entirety by Pacific Wind Development, LLC in accordance with the agreement. Any additional costs of the preparation of the EIR by the consultant would require amendment of the proposed agreement and the PSA. The County administrative costs of preparing an amendment and amended cost of the consultant's preparation of the EIR would be the sole responsibility of the Pacific Wind Development, LLC.

**ATTACHMENTS:**

Description	Upload Date	Description
Applicant Agreement	11/6/2018	Applicant Agreement

**AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
PACIFIC WIND DEVELOPMENT, LLC TO PROVIDE FUNDING FOR PREPARATION  
OF ENVIRONMENTAL DOCUMENTS FOR THE  
FOUNTAIN WIND PROJECT**

This agreement is entered into between the County of Shasta ("County"), a political subdivision of the State of California, through its Department of Resource Management ("Resource Management") and Pacific Wind Development, LLC, a California limited liability company ("Applicant") for the purpose of providing funding for an Environmental Impact Report ("EIR"), and associated Mitigation Monitoring and Reporting Plan ("MMRP") for the Fountain Wind ("Project") to be prepared by Environmental Science Associates, a California Corporation, ("Consultant") pursuant to a separate written agreement between County and Consultant (the "Consultant Contract.")

**Section 1. RESPONSIBILITIES OF APPLICANT.**

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

- A. Furnish to County all information reasonably necessary to facilitate fulfillment of the Consultant Contract and completion by Consultant of the EIR and MMRP for the Project, including but not limited to the following biological and environmental survey reports:
  - Site Characterization Study
  - Nocturnal Migrant Memo
  - Rare Plant/ Natural Vegetation Community Mapping
  - Avian Use Survey
  - Bat Acoustic Survey
  - Raptor Nest Surveys
  - Foothill yellow-legged frog and Cascades frog habitat assessments and surveys 2018
  - Willow Flycatcher Memo
  - Northern Goshawk Memo
  - Great Gray Owl Memo
  - Visual Resource Analysis
  - Phase 1a cultural
  - Phase 1b cultural
  - Jurisdictional Waters Delineation
  - Sound Analysis
- B. Submit finalized biological and environmental survey reports on or before the date of the Kick-Off meeting.
- C. For reports which are not able to be finalized by the date of the kick off meeting, such reports shall be submitted on or before December 31, 2018.
- D. Cause funds to be deposited with County in accordance with Section 3 of this Agreement.

**Section 2.     RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, the County will be responsible for administration of the Consultant Contract, and review of the documents produced by Consultant. On a quarterly basis, any costs incurred by County shall be deducted from the Agreement Deposits (as defined in section 3.G) and an accounting status of the Agreement Deposits shall be provided to the Applicant. In the case of costs expended against billings from Consultant, the amount of such billing statements shall be provided to the Applicant on a quarterly basis. The Applicant shall not be entitled to any detail revealing the substantive contents, or "detail of billings" pertaining to advisement to the County by Consultant's attorney(s) or County's attorney(s), but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund for the provision of legal advice by County Counsel.

**Section 3.     DEPOSITS AND COSTS.**

- A. Applicant shall, at any time prior to the commencement of preparation of the EIR and MMRP, make an initial deposit (the "Initial Administration Deposit") with Resource Management of \$20,000 for the administration of the Consultant Contract, the environmental review process for the Project, and the processing of the land use applications for this Project. County acknowledges that Applicant paid the Initial Administration Deposit in full on September 5, 2017. At any time prior to the commencement of preparation of the EIR and MMRP, Applicant shall make an additional deposit of \$379,324.80, which is 80 percent of the total contract price for preparation of the EIR and MMRP pursuant to the Consultant Contract. Prior to Consultant starting preparation of the Final EIR and MMRP, Applicant shall make an additional deposit of \$94,831.20, which is 20 percent of the total contract price for preparation of the EIR and MMRP pursuant to the Consultant Contract. The deposits of \$379,324.80 and \$94,831.20, shall be collectively referred to as the "Contract Deposits."
- B. County and Applicant agree that the Contract Deposits of \$474,156 and the Initial Administration Deposit of \$20,000 constitute only preliminary estimates of the costs associated with the preparation of the EIR, MMRP, and related administration costs and that additional deposits ("Additional Deposits") related to the Consultant Contract costs and County's administrative costs may be required by County in the future to complete the EIR, the MMRP, the environmental review process for the Project, and the processing of the land use applications for the Project.
- C. The withdrawal of funds by County from the Agreement Deposits shall include costs of administrative review, consulting fees, legal review costs, and any other actual costs incurred in relation to the Consultant Contract, the EIR preparation, the MMRP preparation, the environmental review process for the Project, and the processing of the land use applications for the Project. Costs shall include the total dollar amount of all County personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County); all fees and costs charged by Consultant and contract personnel; amounts expended for legal fees, photocopies, telephone calls, fax charges, postage, trip expenses; and any and all other costs incurred or expended

by the County in direct connection with the Project.

- D. Applicant shall be responsible for paying to County all of the County's costs (including, but not limited to, legal fees) related to preparation of the EIR and MMRP, environmental review process, the Consultant Contract, administration of the Consultant Contract for the Project and the processing of the land use applications for the Project. In the event that costs exceed, or in the opinion of the County's Environmental Review Officer (ERO) are expected to exceed, the amount of the deposits as prescribed in Section 3.A., above, County shall make a written request for an additional deposit of funds ("Additional Deposits") to cover such costs, or may bill Applicant for costs accrued but unpaid, or both. In the event Applicant refuses to make deposits or pay costs incurred, County may close the Project application processing and may seek recovery from Applicant for all costs incurred, and Applicant's rights and responsibilities shall be governed under section 3.E of the Agreement.
- E. In the event Applicant does not make deposits as requested or pay costs incurred pursuant to the terms hereof, the processing of the EIR and MMRP for the Project may be suspended by County. The refusal or failure to make a requested deposit or pay costs incurred within 45 days after written request therefore shall constitute an abandonment of the Project by Applicant and shall terminate all processing of the EIR, MMRP, and land use applications for the Project. County shall not be liable for such termination.
- F. If the actual costs of the County (including, but not limited to, legal fees) related to preparation of the EIR, the preparation of the MMRP, environmental review process, the Consultant Contract, administration of the Consultant Contract for the Project, and the processing of the land use applications for the Project, are less than the Agreement Deposits, the excess amount will be returned to Applicant.
- G. For the purposes of this Agreement, the Contract Deposits, the Initial Administration Deposit, and the Additional Deposits, may be referred to collectively as the "Agreement Deposits."

**Section 4. TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall terminate upon expiration all applicable statutes of limitation related to third party challenges to certification of the Final EIR, third party actions concerning the MMRP, and third party actions concerning the land use applications or entitlements for the Project.

**Section 5. TERMINATION OF AGREEMENT.**

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

- to Applicant and it is later determined that Applicant 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. County shall pay Consultant from the funds deposited by Applicant, for all work satisfactorily completed as of the date of such notice.
- B. County may terminate this agreement without cause on 10 days written notice to Applicant. County shall pay Consultant from the funds deposited by Applicant, for all work satisfactorily completed as of the date of such notice.
  - C. County may terminate this agreement upon 10 business days written notice should funding cease or be materially decreased due to insufficient funds in the Agreement Deposits. Applicant shall have the right to cure such deficiency within said ten-day period and thereby reinstate the agreement.
  - D. Either party may terminate this agreement on 30 days written notice. County shall pay Consultant from the funds deposited by Applicant for all work satisfactorily completed as of the date of such notice.
  - E. Should this Agreement be terminated, County shall pay Consultant from the Agreement Deposits for all work satisfactorily completed as of the date of such notice. Should the amount in the Agreement Deposits not be sufficient to pay Consultant in full, then Applicant shall pay to County the balance of the amount due Consultant within 30 days of the date County mails or personally delivers demand for such payment to the Applicant. For the purposes of paying Consultant in full, this provision shall survive the termination, expiration, or cancellation of this Agreement.
  - F. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, by County's Director of Resource Management or his/her designee, or by County's Administrative Officer or his/her designee.

**Section 6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Applicant shall be entitled to no other benefits other than those specified herein. Applicant specifically acknowledges that in entering into and executing this agreement, Applicant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Applicant and the Director of Resource Management, 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.

**Section 7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure funding by Applicant for an EIR, and associated MMRP for the Project – to be prepared by Consultant, Applicant 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 8. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, Applicant shall defend, indemnify, and hold harmless County, its elected officials, officers, employees, attorneys, agents, volunteers, and Boards Commissions against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from any claim, action, or proceeding brought by third parties to attack, set aside, void, or annul County's approval of the Project and/or approval or certification of the environmental documents appurtenant to the Project. This obligation to defend, indemnify, and hold harmless shall include, but not be limited to, damages, costs, expenses, attorneys' fees (including, but not limited to, attorneys' fees of County Counsel and counsel retained by County expert fees, litigation costs, and investigation costs), and expert witness fees, whether or not there is or has been concurrent passive or active negligence on the part of County, its elected officials, officers, employees, attorneys, agents, volunteers, and Boards Commissions.
- B. County shall promptly notify Applicant of any such claim, action, or proceeding and County shall cooperate fully in the defense. Furthermore, nothing set forth in this agreement shall prohibit County from participating in the defense of any claim, action, or proceeding if County elects to. The provision shall survive the termination, expiration or cancellation of this Agreement.

**Section 9. APPLICABLE LAW; VENUE.**

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 10. NOTICES.**

- A. 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: Paul A, Hellman  
Director of Resource Management  
1855 Placer Street, Suite 201  
Redding, CA 96001

If to Applicant: Pacific Wind Development, LLC  
1125 NW Couch Street, Suite 700  
Portland, Oregon 97209

- B. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by Shasta County Board of Supervisors, by County Director of Resource Management or his/her designee, or by County Executive Officer or his/her designee.

**Section 11. AGREEMENT PREPARATION.**

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

**Section 12. 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 13 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 14. COMPLIANCE WITH CEQA.**

Pursuant to the California Environmental Quality Act (CEQA), the County retains absolute sole discretion over any actions necessary to comply with CEQA, and this Agreement imposes no duty or obligation on the County to approve any land use applications or make any particular findings pursuant to CEQA.

**Section 15. AGREEMENT EXECUTION:**

This agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Applicant 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

**APPLICANT**  
Pacific Wind Development, LLC

Date: 11/05/18

\_\_\_\_\_  
**Jesse Gronner**  
Authorized Representative  
\_\_\_\_\_  
**Paul Dixon**  
Authorized Representative

LEGAL  
*[Signature]*

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

RISK MANAGEMENT  
APPROVAL

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

By: \_\_\_\_\_  
**JIM JOHNSON**  
RISK MANAGEMENT ANALYST II<sub>I</sub>

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Resource Management-30.

**SUBJECT:**

PERSONAL SERVICES AGREEMENT BETWEEN SHASTA COUNTY AND ENVIRONMENTAL SCIENCE ASSOCIATES FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT

**DEPARTMENT:** Resource Management

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Paul A. Hellman, Director of Resource Management (530) 225-5789

**STAFF REPORT APPROVED BY:** Paul A. Hellman, Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a Consultant Personal Services Agreement with Environmental Science Associates for preparation of an Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Program (MMRP), and the processing of the land use applications for the Fountain Wind Project for a fixed fee of \$474,156 for the period date of signing through the certification of the Final EIR and acceptance of the Final MMRP or May 31, 2020, whichever first occurs.

**SUMMARY**

The Director of Resource Management acting as the Shasta County Environmental Review Officer (ERO) has determined that an EIR must be prepared to address potential environmental impacts from the proposed Fountain Wind project. The proposed consultant agreement allows for the Consultant's preparation of the EIR and MMRP, including a response to comments, and for payment of compensation to the Consultant for services rendered in accordance with the agreement.

**DISCUSSION**

The EIR and MMRP are necessary for processing a use permit application for the Fountain Wind Project (Project) which would consist of the construction and operation of up to 100 wind turbines and associated infrastructure, with a generating capacity of up to approximately 347 megawatts. The Project would disturb approximately 2,167 acres within a land area comprised of several parcels covering about 38,000 acres. The project proponent is Pacific Wind Development, LLC. The project site is located on land owned by Shasta Cascade Timberlands, LLC, situated both north and south of State Highway 299 East, to the east of the communities of Montgomery Creek and Round Mountain, and west of Hatchet Mountain Pass, approximately 6 miles west of the community of Burney, and about 35 miles east of the City of Redding.

After the Environmental Review Officer determined that an EIR would be required, the Department of Resource Management accepted an Initial Administration Deposit of \$20,000. A Request for Proposals (RFP) was prepared and sent to consulting firms, consistent with the "Procedures for the Administration of the California Environmental Quality Act" adopted by Board of Supervisors Resolution No. 94-71, on May 3, 1994. Three responses to the RFP were received. The Selection Committee reviewed the proposals and interviewed the consultants. Based on the proposals submitted and the results of the selection committee interviews, Environmental Science Associates (ESA) was selected to prepare the EIR and related MMRP for a cost of \$474,156.

If the Board chooses to approve the Personal Services Agreement with ESA, the Consultant's work to prepare an Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Plan (MMRP), and to process the land use applications for the project may begin.

**ALTERNATIVES**

The following alternatives are available: (1) Choose not to approve the agreements. (2) Ask for more information or request changes to the agreements. (3) Take no action, if the Board has not entered into an agreement with Pacific Wind Development relating to financing County administrative costs for the project and the Consultant's preparation of the an EIR for the project.

**OTHER AGENCY INVOLVEMENT**

County Counsel's office and Risk Management have reviewed and approved the agreements as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

No impact to the General Fund is anticipated as a result of the entering into the agreement. The maximum payable amount of the Consultant Personal Services Agreement for preparation of the EIR and MMRP will not exceed \$474,156, the financing of which would be provided in its entirety by Pacific Wind Development, LLC. County administrative costs would also be paid by Pacific Wind Development, LLC. Any additional costs for preparation of the EIR by the consultant would require amendment of the proposed Agreement. The County administrative costs of preparing an amendment and amended cost of the consultant's preparation of the EIR would be the sole responsibility of the Pacific Wind Development, LLC.

**ATTACHMENTS:**

Description	Upload Date	Description
Personal Services Agreement	11/6/2018	Personal Services Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND  
ENVIRONMENTAL SCIENCE ASSOCIATES, A CALIFORNIA  
CORPORATION FOR THE PURPOSE OF PREPARING ENVIRONMENTAL  
DOCUMENTS FOR  
THE FOUNTAIN WIND PROJECT**

**RECITALS**

Pacific Wind Development, LLC ("Applicant") has submitted an application to the County of Shasta ("County"), through its Department of Resource Management ("Resource Management"), for the permits necessary for the Applicant's commercial wind energy project known as the Fountain Wind Project (the "Project").

This agreement is entered into between the County, a political subdivision of the State of California, and Environmental Science Associates, a California Corporation ("Consultant"), for the purpose of preparing environmental review documents for the Project (collectively, the "Parties" and individually a "Party").

In conjunction with this agreement, Applicant has, or will, enter into a contract ("Applicant Contract") with County to fund the services to be provided by Consultant pursuant to this agreement.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide the services necessary for the preparation of an Administrative Draft Environmental Impact Report (EIR), a Draft EIR, a Final EIR, an Administrative Draft Mitigation Monitoring and Reporting Program (MMRP), a Draft MMRP, a Final MMRP, California Environmental Quality Act (CEQA) Findings of Fact, and Statement of Overriding Considerations, as may be necessary, for the Project in compliance with applicable federal, state, and local laws, regulations, and guidelines and with as set forth in ATTACHMENT A, Project Deliverables and Schedule which is attached hereto and incorporated herein.
- B. Consultant shall submit to Resource Management an electronic copy of all resource documents that are used in the preparation of, and/or referenced in, the Administrative Draft EIR, the Draft EIR, and the Final EIR, and in the Administrative Draft MMRP, the Draft MMRP, and the Final MMRP.
- 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

No Withholding

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.**

- A. County shall compensate Consultant as prescribed in Sections 3 and 4 of this agreement and in **ATTACHMENT B** attached hereto and incorporated herein and shall monitor Consultant's performance.
- B. Upon written request, Resource Management shall make available to Consultant (either by providing a copy or by making the material available in the office of Resource Management's Planning Division) technical data in its possession including, but not limited to, maps, studies, surveys, reports, and other information pertinent to the Project and requested by Consultant for execution of Consultant's responsibilities pursuant to this agreement.
- C. Resource Management shall arrange for, and conduct meetings with the Applicant, public hearings, and other public meetings, except as may otherwise be noted in the **ATTACHMENT A** attached hereto and incorporated herein.

**Section 3. COMPENSATION.**

Consultant shall be paid for the services prescribed in this agreement in accordance with the provisions of **ATTACHMENT B**. In no event shall compensation to Consultant exceed the amounts deposited with the County, or paid by, Applicant to the County pursuant to the Applicant Contract.

**Section 4. BILLING AND PAYMENT.**

Consultant shall submit to the Director of Resource Management ("Director"), or his or her designee, and in accordance with the provisions of **ATTACHMENT B**, monthly invoices for services rendered. County shall make payment within 30 days of receipt of each of Consultant's correct and approved invoices.

No Withholding

**Section 5. TERM OF AGREEMENT.**

This agreement shall commence as of the date it has been signed by both Parties, and shall end upon: (1) certification of the Final EIR and acceptance of the Final MMRP, or (2) May 31, 2020, which ever first occurs.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, by County's Administrative Officer or his or her designee, or by the Director or his or her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.
- G. Consultant may, at Consultant's election, suspend services or terminate this agreement upon County's failure to pay undisputed invoices within sixty (60) days of the date of the invoice and County's failure to cure the default after thirty (30) days written notice.

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

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- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director, 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. Consultant shall be responsible for the performance of all work and services to be completed pursuant to this agreement, including any interest herein assigned, transferred, delegated, or sublet with the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes

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due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

#### **Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

#### **Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability

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of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for

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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 endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide the County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide 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

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endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

- A. If any claim for damages is filed with 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.

**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

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Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

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

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

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

Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid.

**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.

**16. LICENSES AND PERMITS.**

Consultant, and Consultant's principals, partners, officers, employees, subcontractors, and agents providing the services or work to be required by this agreement, shall possess and maintain all necessary licenses, permits, certificates,

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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.

**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.

**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.

**19. NOTICES.**

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

If to County:                      Director of Resource Management  
   1855 Placer Street, Suite 201  
   Redding, CA 96001  
   PHONE: (530) 225-5532  
   FAX: (530) 245-6468

If to Consultant:                ESA  
   1425 North McDowell Boulevard  
   Suite 200  
   Petaluma, CA 94954  
   PHONE: (707) 795-0900

- B. Written notice shall be deemed to be effective two days after mailing. Personally delivered notice shall be deemed effective immediately upon receipt. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

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**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.

**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 section 53234 *et seq.*

**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 arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**23. CONFIDENTIALITY.**

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

**24. 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 with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. County may use Consultant's work products for any purpose whatsoever. County acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose

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other than the Project, is at the County's own risk and without liability to Consultant. 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.

**25. 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.

**26. 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.

**27. COMPLIANCE WITH CEQA.**

Pursuant to the California Environmental Quality Act (CEQA), the County retains absolute sole discretion over any actions necessary to comply with CEQA, and this Agreement imposes no duty or obligation on the County to approve any land use applications or make any particular findings pursuant to CEQA.

***[SIGNATURE PAGE FOLLOWS]***

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**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

County Counsel  
RUBIN E. CRUSE, JR.  
County Counsel

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

RISK MANAGEMENT  
APPROVAL

By: \_\_\_\_\_ 11/05/18

JIM JOHNSON  
Risk Management Analyst III  
**ENVIRONMENTAL SCIENCE  
ASSOCIATES, INC. A California  
Corporation**  
Federal Tax ID # 94-1698350

Date: 11/01/18

\_\_\_\_\_  
JANNA A. SCOTT,  
SF Office Leader

**ATTACHMENT A  
PROJECT DELIVERABLES AND SCHEDULE**

**Task 1: Project Initiation and Pre-scoping**

- A. Consultant shall complete and submit to County a Kick-Off meeting agenda and discussion materials three (3) days prior to Kick-Off meeting.
- B. Consultant shall conduct a Kick-Off meeting within one (1) week of commencement of this agreement. County and Consultant may agree, in writing, to extend the date for the Kick-Off meeting to a date certain.
- C. Consultant shall complete and submit Kick-Off meeting notes within one (1) week following the meeting.
- D. Consultant shall contact the Native American Heritage Commission (NAHC) to request information on any known sacred sites in or in the vicinity of the project area and to request a list of contacts for Native American Tribes who may have interest in the proposed project after signing of the Contract by the Shasta County Board of Supervisors and prior to the Kick-Off meeting.
- E. Consultant shall provide non-AB52 tribal outreach letter within one (1) week following the receipt of a response from the NAHC.

**Task 2: Scoping**

- A. Consultant shall complete and submit to the County an administrative draft Notice of Preparation (NOP), including Applicant/County prepared initial study, and Notice of Completion (NOC) of the NOP within three (3) days of the Kick-Off meeting.
- B. Consultant shall submit NOP to State Clearinghouse within one (1) week of Consultant's submission of the administrative draft NOP to the County assuming return of County administrative draft comments within two (2) County business days of its submission to the County. Should County return County administrative draft comments after two (2) business days of its submission to the County, Consultant's deadline to submit NOP to State Clearinghouse shall be extended by the number of days County delays in returning County's administrative draft comments.
- C. Consultant shall conduct multi-agency co-ordination meeting with responsible, trustee and potentially affected Federal agencies to take place after at least two (2) weeks and within three (3) weeks from submittal of NOP. County and Consultant may agree, in writing, to extend the date for the multi-agency co-ordination meeting to a date certain.
- D. Consultant shall perform a site visit with the County, applicant team, Consultant's technical staff and team members to be coordinated with and to occur on or about the day of the multi-agency scoping meeting. An invitation to attend shall be extended to interested agencies. County and Consultant may agree, in writing, to extend the date for the multi-agency co-ordination meeting to a date certain.
- E. Consultant shall conduct a public scoping meeting to be coordinated with and to occur on or about the day of the multi-agency scoping meeting. County and Consultant may agree, in writing, to extend the date for the scoping meeting to a date certain.
- F. Consultant shall contract with a local transcription firm to transcribe comments received and the public scoping meeting.
- G. Consultant shall make available project specific business cards that identify contact information for the County project manager; a project specific website address where project where project information and CEQA project status and documents will be posted and where

people may sign up for a project list-serve if they wish to be contacted by e-mail about the project and easily submit written comments using Consultant's Tracker Tool; an e-mail address phone number, and message system to be monitored by and Consultant and team member.

- H. Consultant shall set up a computer station at the public comment meeting for the public to review project information and easily submit written comments using Consultant's Tracker Tool.
- I. County shall conclude the scoping period thirty (30) days from submittal of NOP, except as may be extended at the County's discretion in accordance with the CEQA Guidelines.
- J. Consultant shall complete and submit an administrative draft scoping report summarizing input received from agencies and other during the scoping period within fourteen (14) days of the close of the scoping period.
- K. Consultant shall provide a final scoping report for the County to post to the project website address within twenty-one (21) days of the close of the scoping period. Assumes two (2) days for County review and two (2) days for Consultant to revise the administrative draft scoping report in response to input received.

### **Task 3: Independent Review of Applicant Prepared Studies**

- A. Consultant shall prepare and provide to County an independent review memorandum of Applicant prepared studies within two (2) weeks of receipt of each applicant prepared study.
- B. Consultant shall revise its review memorandum within one (1) week of receipt of Applicant's responses to Consultant's initial independent review memorandum.
- C. Should the Applicant fail to submit any Applicant-prepared studies on or before December 31, 2018, or any requested follow-up within two (2) weeks of a request for same, Consultant's deadline to submit Task 4 deliverables shall be extended by the number of days Applicant delays.

### **Task 4: Draft EIR**

- A. Consultant shall complete and submit a Project Description within seven (7) weeks of commencement of this agreement.
- B. Consultant shall complete and submit development of cumulative scenario based on desktop research and agency outreach for each of the resource areas to be evaluated in detail, including making of appointments as appropriate to obtain agency information, within twenty-seven (27) weeks from the conclusion of the Scoping Period.
- C. Consultant shall complete and submit development of alternatives within nine (9) weeks of commencement of this agreement.
- D. Consultant shall complete and submit administrative draft EIR within seventeen (17) weeks of commencement of this agreement. County shall review the administrative draft EIR with seven (7) days of its receipt.
- E. Consultant shall complete and submit a revised draft administrative EIR based on County comments within nineteen (19) weeks of commencement of this agreement. Should County's review of the administrative draft EIR not be completed with seven (7) days of receipt, Consultant's deadline to submit a revised draft administrative EIR shall be extended by the number of days County delays in its review the administrative draft EIR.
- F. Consultant shall complete and submit a screen check draft EIR to County within twenty (20) weeks of commencement of this agreement. County shall have four (4) days for County to review the screen check draft EIR.

- G. Consultant shall complete and submit a draft Notice of Availability (NOA) and Notice of Completion (NOC) for County review together with submittal of Screencheck Draft.
- H. Consultant shall provide electronic copies of all Draft EIR References at the time of publication of the Draft EIR (i.e., within twenty-two (22) weeks of commencement of this agreement.
- I. Consultant shall issue a Draft EIR within twenty-two (22) weeks of commencement of this agreement. The Draft EIR shall be coded for compliance with Section 508 of the U.S. Workforce Rehabilitation Act. Consultant will submit Draft EIR and NOC to the State Clearinghouse, including fifteen (15) printed copies of the Executive Summary and fifteen (15) electronic copies of the Draft EIR. County to provide NOA to the distribution list, file the NOA with the County Clerk for posting, and arrange for publication of the NOA in a newspaper of general circulation in the area affected by the project. Consultant shall notify interested parties by email of the availability of the Draft EIR via the listserv created for the project.

**Task 5: Final EIR**

- A. Consultant shall co-ordinate and conduct a public comment meeting including a meeting location, provision of necessary equipment, a presentation, and related materials, on the Draft EIR within twenty-five (25) weeks of commencement of this agreement.
- B. Consultant shall complete 45-day public comment period within twenty-eight (28) weeks of commencement of this agreement.
- C. Consultant shall complete and submit Administrative Final EIR and Mitigation Monitoring and Reporting Plan within forty (40) weeks of commencement of this agreement, including a Response to Comments based on an assumption of up to 300 discrete comments. The Response to Comments may include "master" or "topical comments to address groups of comments that raise the same or similar issues and will clearly identify any proposed revisions to the text of the Draft EIR. The MMRP shall include required implementation activities and schedule, and the required monitoring and reporting activities and schedule.
- D. Consultant shall complete and submit a revised Administrative Final EIR based on County comments within forty-seven (47) weeks of commencement of this agreement.
- E. Consultant shall complete and submit a screen check Final EIR within fifty (50) weeks of commencement of this agreement.
- F. Complete and submit a Final EIR and Notice of Completion (NOC) within fifty-one (51) weeks of commencement of this agreement. Consultant shall notify interested parties by email of the availability of the Final EIR via the listserv created for the project.
- G. Consultant shall provide electronic copies of all Final EIR Reference Materials at the time the Final EIR is submitted (i.e., within fifty-one (51) weeks of commencement of this agreement).

**Task 6 – Decision Support**

- A. Consultant shall complete and provide a draft resolution and CEQA findings, including statement of overriding considerations if needed, within fifty-six (56) weeks of commencement of this agreement.
- B. Consultant shall complete and submit a revised draft resolution and CEQA findings, including statement of overriding considerations if needed, based on County comments within fifty-nine (59) weeks of commencement of this agreement.
- C. Consultant shall participate in four (4) public hearings (which could be before the Planning Commission, the Board of Supervisors, or a combination of the two) where County decision-makers will consider certification of the Fountain Wind Project EIR.

- D. Consultant shall participate in additional public hearings before the Planning Commission and/or Board of Supervisors, as requested by County, for additional cost at the rates shown in Attachment B.

**Task 7 – Regular Coordination**

- A. Consultant shall facilitate County-Applicant coordination calls every other week (up to 1 hour per call) for the duration of the environmental review process.

**ATTACHMENT B**  
**PAYMENT SCHEDULE**

1. Compensation under the agreement is for a fixed fee \$474,156 (the "Fixed Fee").
2. The fixed fee includes all expenses of Consultant in performing the services proscribed under this agreement including, but not limited to, incidental expenditures, reproductions or copying, postage, and transportation.
3. Consultant shall submit monthly invoices to Resource Management itemizing the services provided pursuant to this agreement for the preceding month and shall be compensated at the following rates:

A.	Senior Director III	\$300.00
B.	Senior Director II	\$280.00
C.	Senior Director I	\$265.00
D.	Director III	\$240.00
E.	Director II	\$225.00
F.	Director I	\$215.00
G.	Managing Associate III	\$205.00
H.	Managing Associate II	\$190.00
I.	Managing Associate I	\$175.00
J.	Senior Associate III	\$170.00
K.	Senior Associate II	\$160.00
L.	Senior Associate I	\$150.00
M.	Associate III	\$135.00
N.	Associate II	\$125.00
O.	Associate I	\$105.00
P.	Project Technician III	\$120.00
Q.	Project Technician II	\$100.00
R.	Project Technician I	\$85.00
4. Payment to Consultant pursuant to section 3 above shall be limited to the maximum amount as follows:

- A. \$265,527.36 within ten (10) days of Consultant submission of the Administrative Draft Environmental Impact Report with invoices against the balance of \$66,381.84 payable upon County acceptance of the Administrative Draft Environmental Impact Report.
- B. \$33,190.92 within ten (10) days of Consultant submission of the Draft EIR with invoices against the balance of \$14,224.68 payable upon County acceptance of the Draft Environmental Impact Report.
- C. \$33,190.92 within ten (10) days of Consultant submission of the Administrative Final EIR and the Final Mitigation Monitoring and Reporting Program, including Response to Comments with invoices against the balance of \$14,224.68 payable upon County acceptance of the Administrative Final Environmental Impact Report and the Final Mitigation Monitoring and Reporting Program, including Response to Comments.
- D. \$33,190.92 within ten (10) days of Consultant submission of the Final Environmental Impact Report and the Final Mitigation Monitoring and Reporting Program, including Response to Comments, with invoices against the balance of \$14,224.68 payable upon County acceptance of the Final Environmental Impact Report and the Final Mitigation Monitoring and Reporting Program, including Response to Comments.

Consultant's invoices shall be paid based on the hourly rates up to the amounts set for the milestones in this section. Once a milestone has been met, Consultant's invoices shall be paid based on the hourly rates until the next milestone has been met. This process shall continue until all services and work has been satisfactorily provided up to the Fixed Fee amount.

Note: Should work be stopped or delayed, for reasons beyond Consultant's control, Consultant may request an amendment to this agreement and specifically to the payment schedule in this ATTACHMENT B. County's decision as to whether to amend the agreement shall be in the County's sole discretion and shall be final.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

**CATEGORY:** Consent - Other Departments-31.

**SUBJECT:**

Adopt Resolution for Administrative Policy –Trusted System

**DEPARTMENT:** Information Technology

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Tom Schreiber, Chief Information Officer, (530) 225-5273

**STAFF REPORT APPROVED BY:** Tom Schreiber

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

**RECOMMENDATION**

Adopt a policy resolution which establishes Administrative Policy 4-303, Trusted System, regarding electronic records retention.

**SUMMARY**

The Information Technology (IT) Department is requesting that the Board consider adopting a resolution which will establish a Countywide Trusted System policy to ensure that official records of the County of Shasta, when maintained electronically, complies with the trusted system requirements, are true and accurate representations of the original information.

**DISCUSSION**

This policy will establish a set of guidelines following provisions of Government Code section 12168.7 (standards for recording permanent and nonpermanent documents in electronic media and trusted system); and Title 2, California Code of Regulations (CCR), Division 7, sections 22620.1 through 22620.8 (Chapter 15 “Trustworthy Electronic Document or Records Preservation”); for the departments to help them understand the requirements if they choose to keep electronic documents that are considered to be the official record.

**ALTERNATIVES**

The Board may choose not to adopt the Trusted System policy at this time or suggest alternative language.

**OTHER AGENCY INVOLVEMENT**

This policy was developed in collaboration with County Counsel and the Auditor’s office. It has been shared with all County department heads. County Counsel has approved the policy and resolution as to form. The County Administrative Office

reviewed the recommendation.

**FINANCING**

Staff time necessary to produce this policy is supported by current department budgets. Use of this policy may have direct financial impact on County departments; however, use of the trusted system policy will be at the discretion of each department head in accordance with the policy.

**ATTACHMENTS:**

Description	Upload Date	Description
Policy Resolution	10/29/2018	Policy Resolution
Trusted System Policy	10/29/2018	Trusted System Policy

**POLICY RESOLUTION NO. 2018-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
ESTABLISHING ADMINISTRATIVE POLICY 4-303  
*TRUSTED SYSTEM***

**WHEREAS**, the Board of Supervisors, upon recommendation of staff, establishes policies and provisions in the Shasta County Administrative Policy Manual to update its provisions, ensure compliance with state and federal laws, and conform its provisions to actual County practice; and

**WHEREAS**, County staff has recommended a policy allowing County departments to utilize a trusted system to store electronic records, at the request of department heads and approval by the County Counsel (or his/her designee(s)), in consultation with the Chief Information Officer (or his/her designee(s));

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Shasta, State of California, that Administrative Policy 4-303, *Trusted System*, is established as shown on the attachment to this policy resolution.

**BE IT FURTHER RESOLVED** that this policy resolution is effective November 13, 2018.

**DULY PASSED AND ADOPTED** this 13th day of November, 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

COUNTY OF SHASTA ADMINISTRATIVE MANUAL		Number
		4-303
SECTION:	Information Technology	Trusted System Policy
INITIAL ISSUE DATE:	November 13, 2018	
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### **PURPOSE**

County of Shasta recognizes the need to establish uniform countywide standards to ensure that official records of the County of Shasta, when maintained electronically, comply with the trusted system requirements, are true and accurate representations of the original information, and remain accessible for the duration of the records' applicable retention period.

This policy is adopted in consideration of the provisions of Government Code sections 26205 and 26205.1 (destruction of records); Government Code section 12168.7 (standards for recording permanent and nonpermanent documents in electronic media and trusted system); Title 2, California Code of Regulations (CCR), Division 7, sections 22620.1 through 22620.8 (Chapter 15 "Trustworthy Electronic Document or Records Preservation"); and County Administrative Manual, Section 1.500 (Records Retention Schedules).

Government Code sections 26205 and 26205.1 allows the Board of Supervisors, at the request of a department head, to authorize the destruction of any official record that is not expressly required to be filed and preserved if the official record is electronically recorded on a trusted system that does not permit modifications, alterations, or deletion of the original record images during the record's applicable retention period, is produced in compliance with Government Code section 12168.7, and 2 CCR 22620.1-22620.8, accurately reproduces the original record, and is conveniently accessible.

### **APPLICABILITY**

This policy regarding trustworthy official electronic record preservation applies to all County departments that:

1. Create or store electronic documents as the official records of the County;
2. Intend on destroying the original hardcopy and maintaining the electronic documents as the official records of the County; or
3. Maintain electronically originated documents as the official records of the County.

All such departments shall comply with this policy and implement or exceed the minimum standards established herein.

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## **DEFINITIONS**

As used in this Policy, the following definitions shall apply:

1. "AIIM" means the Association for Information and Image Management.
2. "AIIM ARP1-2009" refers to the AIIM ARP1-2009 Analysis, Selection, and Implementation of Electronic Document Management Systems approved on June 5, 2009. AIIM ARP1-2009 may be downloaded directly from AIIM at [www.aiim.org/standards](http://www.aiim.org/standards), or from the California Secretary of State at <https://www.sos.ca.gov/administration/regulations/current-regulations/technology/trustworthy-electronic-document-or-record-preservation/>.
3. "ANSI" means the American National Standards Institute
4. "CCR" means California Code of Regulations.
5. EDMS means Electronic Document Management System, and includes, but is not limited to, the following electronic technologies:
  - a. Document imaging technologies that are used to convert hardcopy into electronic format;
  - b. Document or library services technologies that are used to manage electronically originated documents;
  - c. Business process management or workflow technologies that are used to automate work processes including the creation, routing, tracking, and management of information being processed;
  - d. Enterprise report management technologies that are used to store electronic formatted reports;
  - e. Forms processing technologies that are used to incorporate interactive forms and manage related forms data;

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- f. Optical character recognition or intelligent character recognition technologies; and
  - g. Various applications also considered as add-ons such as records management applications, legacy systems, and integration tools.
6. “Electronically originated documents” includes any document or record created without first having originated in hardcopy format. It includes all documents or records generated through electronic submissions.
  7. “Electronic documents” means electronically originated documents or hardcopy documents or records that have been scanned or otherwise converted into electronic format.
  8. “Official records” shall include official documents or official records that are: (i) defined as such in applicable statutes and in the business practices of County departments that are responsible for retaining said documents or records; (ii) identified in County Administrative Manual, Section 1.500 (Records Retention Schedules); or (iii) identified in the Board of Supervisors’ approved departmental records retention schedules.
  9. “Official electronic records” are electronic documents that are created or stored by County departments as the official records of the County.
  10. “PDF/A” means Portable Document Format/Archive, which is an electronic file format whereby documents are self-contained allowing them to be reproduced with all of the document coding embedded within the file.
  11. “TIFF” means Tagged Image File Format.
  12. “Trusted System” means a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored and is further defined in Section 5.3.3 of AIIM ARP1-2009.

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13. “Trusted system requirements” means the following requirements:

- a. Government Code sections 25105, 26205, 26205.1, 26205.5, 26907, 27001, and 27322.2 and Welfare & Institutions Code section 10851, as applicable.
- b. Government Code section 12168.7, including but not limited to the minimum standards or guidelines, or both, as recommended by the American National Standards Institute or AIIM for recording of permanent records or nonpermanent records.
- c. State of California Title 2, Division 7, Chapter 15 Sections 22620.1 through 22620.8 “Trustworthy Electronic Document or Record Preservation.”
- d. The following sections of AIIM ARP1-2009:
  - (i) Section 5.3.3 – Trusted system and legal considerations;
  - (ii) Section 5.4.1.4 – Image formats;
  - (iii) Section 5.4.2.4 – Document image compression;
  - (iv) Section 6.2 – Recommended project steps; and
  - (v) Section 6.17 – Business practices documentation.
- e. The concepts contained in International Organization for Standardization 15801 on Electronic Imaging – Information stored electronically – Recommendations for trustworthiness and reliability.

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## **POLICY AND PROCEDURES**

### **A. Responsibility of Department Heads**

It is the responsibility of department heads to determine if their departmental documents are required to be stored in a trusted system pursuant to all applicable present and future federal laws, state laws, local laws, codes, rules, policies, regulations, and/or orders and that the departmental policy/procedures are in compliance with the trusted system requirements.

For purpose of this policy, “trusted system” means a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the trusted system could differ substantially from the document that is originally stored and is further defined in Section 5.3.3 of AIIM ARP1-2009.

### **B. Prohibited Destruction of Certain Official Records**

Departments shall not destroy: (i) official records that are expressly required by law to be filed and preserved; and/or (ii) official records that are required by law to be retained in hardcopy format. This policy shall not be construed to allow a department to maintain such official records electronically in place of the original hardcopy.

### **C. Official Record Storage Using Electronic Technologies**

#### **1. Electronic Document Management System**

Electronic Document Management System (“EDMS”) means any electronic technology implemented to create, store, manage, and/or reproduce official electronic records, and includes, without limitations, the electronic technologies identified in the definitions section item 5. of this policy.

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## 2. Implementation of New EDMS

A department that implements a new Electronic Document Management System on or after the effective date of this policy must:

- a. Ensure its EDMS is designed in accordance with Section 6.2 of AIIM ARP1-2009;
- b. Comply with this policy; and
- c. Secure the pre-approval of the Chief Information Officer and County Counsel.

## D. Departmental Compliance

### 1. Trusted System Requirements

A department that maintains official electronic records must:

- a. Ensure the EDMS is a trusted system that does not permit additions, deletions, or changes to the original official records.
- b. Produce the official electronic records in compliance with the trusted system requirements, as defined in the definitions section item 13. of this policy.
- c. Use EDMS technology that accurately reproduces the original official records in all details and does not permit modification, alteration, or deletion of the original official record images.
- d. Ensure that the official electronic records in the EDMS are conveniently accessible and ensure provisioning is made for preserving, examining, and using such records for the duration of the records' applicable retention period.
- e. Separately maintain a duplicate copy of the official electronic records contained in the EDMS that does not permit modification, alteration, or deletion of the original record images for the

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duration of the records' applicable retention period.

2. Additional Requirements Pursuant to Other Applicable Law

If the official records and/or official electronic records of the department are subject to additional requirements pursuant to other applicable laws, the department must ensure compliance with such additional requirements.

**E. Procedural Standards for Official Electronic Records**

1. Business Practices Procedures

- a. The department must develop and implement departmental procedures documenting its business practices on the creation, management, and storage of official electronic records in a trusted system that are consistent with this policy, 2 CCR 22620.5 Business Practice Documentation, and in conformance with Section 6.17 of AIIM ARP1-2009.
- b. Before implementing its documents into an EDMS, the department must prepare its business practices and procedures for a trusted system. Such business practices and procedures shall include, at a minimum, the following information:
  - (i) Description of how original hardcopy of official records will be scanned, indexed, and verified;
  - (ii) If applicable, description of how electronically originated official records will be captured, indexed, and verified;
  - (iii) Description of how the EDMS will be secured from unauthorized access;
  - (iv) Description of how official electronic records will be secured from unauthorized modification, alteration, or deletion;
  - (v) Description of how authorized modification of official electronic records will be

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managed, including audit trail information and ability to retrieve any previous version required to be maintained;

- (vi) Description of how notes and annotations (if any) will be stored and managed, if they are part of the official electronic records;
  - (vii) Description of how this policy and the departmental practices and procedures for a trusted system will be followed;
  - (viii) Description of how the EDMS will adhere to County Administrative Manual, Section 1.500 (Records Retention Schedules);
  - (ix) Description of how functional roles of departmental personnel are separated to ensure compliance and a regular review for errors; and
  - (x) Description of how department will rectify any non-compliance or errors.
- c. The department must update its departmental procedures on trusted system to reflect any modifications of its EDMS. Such departmental procedures, when updated, must clearly state when the modifications took effect and what areas were affected.
  - d. The department shall require all personnel using County EDMS to follow this policy and its departmental practices and procedures for a trusted system.
  - e. For all financial documents the Auditor-Controller's Office must approve the departmental procedures, and all future updates, on the trusted system prior to implementation

## 2. Quality Control for Scanning and Indexing

To ensure quality control for scanning and indexing official records, the department shall require all personnel performing scanning and indexing to:

- a. Check and validate the complete scanning and indexing process;

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- b. Facilitate the re-scanning and indexing process;
- c. Verify readability of each page or each document;
- d. Verify proper indexing of each document;
- e. Verify accurate page counts for each document; and
- f. Verify search and access success for each batch or individual scan.

3. Quality Control for Electronically Originated Official Records

To ensure quality control for electronically originated official records, the department shall require all personnel performing indexing to:

- a. Check and validate the complete indexing process;
- b. Facilitate the re-indexing process;
- c. Verify the proper indexing (accuracy) of each record; and
- d. Verify search and access success for each batch or individual scan.

4. Departmental Records Retention Schedule Requirement

The department must evaluate its current recordkeeping and records retention as follows:

- a. Conduct an inventory of the official records of each division and section;
- b. Identify all disposable official records pursuant to the applicable records retention schedules;

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- c. Identify all official records to be retained pursuant to the applicable records retention schedules; and
- d. Destroy any backlog of outdated non-records, as allowed by applicable records retention schedules.

Unless all official records of the department are subject to County Administrative Manual, Section 1.500 (Records Retention Schedules), the department must secure the Board of Supervisor's approval of its Departmental Records Retention Schedule.

5. Accessibility of Official Electronic Records

- a. Official electronic records are subject to the records' applicable retention periods as provided in the County Administrative Manual, Section 1.500 (Records Retention Schedules), or the Board-approved Departmental Records Retention Schedule.
- b. The department must ensure that official electronic records maintained in an EDMS remain conveniently accessible during the records' applicable retention period.

6. Suspending Deletion of Official Electronic Records

Official electronic records that are scheduled to be deleted pursuant to the records' retention period shall be suspended by the department if:

- a. The department receives notice of pending litigation, reasonably anticipated litigation, an audit, or records request prior to the expiration of such records' retention period; and
- b. Such official electronic records are relevant to the litigation, audit, or records request.

The deletion of such official electronic records will be suspended until the final resolution of the litigation, audit, and/or records request.

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## F. Technology Standards for Official Electronic Records

### 1. Two Separate Official Electronic Records

The department must ensure at least two (2) separate official electronic records are created that meets all of the conditions of a trusted system as required by 2 CCR 22620.7 Trusted Storage of Official Electronic Documents or Records and as identified in Section 5.3.3 of AIIM ARP1-2009, including:

- a. *Prevent Unauthorized Modification.* The EDMS must utilize both hardware and media storage methodologies to prevent unauthorized additions, modifications, or deletions during the official electronic record's retention period.
- b. *Verifiable Through Independent Audit.* The EDMS must be verifiable through independent audit processes ensuring that there is no plausible way for the official electronic record to be modified, altered, or deleted during such record's retention period.
- c. *Stored in a Safe and Separate Location.* The EDMS must write at least one copy of the official electronic record into electronic media that does not permit unauthorized additions, deletions, or changes to the original and that is stored and maintained in a safe and separate location.

The department must ensure every official electronic record maintained in the County EDMS is considered to be a true and accurate copy of the original information received.

### 2. Image File Formats for Converted Official Records

- a. The department must comply with 2 CCR 22620.8 Electronic File Format for Preservation of Converted Official Documents or Records, and use industry standard (non-proprietary) image file formats for all official records that are scanned or otherwise converted into electronic format.
  - (i) Current industry standard image file formats include JPEG, JBIG, JPEG 2000, PDF/A or TIFF, under certain conditions detailed in subsection c. below.

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- b. If PDF/A is chosen as the image file format for long-term storage of official electronic records, the department should follow “ANSI/AIIM/CGATS/ISO 19005-1:2005, Document Management – Electronic Document File Format for Long-Term Preservation - Part 1 Use of PDF 1.4 (PDF/A-1),” approved as ANSI Standards on June 15, 2008.
- c. The use of TIFF is only permissible within existing EDMS, as defined in Section C.2. of this policy. Departments that use TIFF image file format must comply with all of the following conditions:
  - (i) Exercise caution when using TIFF and resolve all risks and problems associated with TIFF, including those identified in Section 5.4.1.4 of AIIM ARP1-2009 and specific to its EDMS.
  - (ii) Ensure compensating controls are in place to maintain a trusted system, and fully document:
    - (1) The structures, color maps and compensation methods to ensure the TIFF file created is accurate; and
    - (2) All compensating controls that secure the TIFF file from unauthorized modification or deletion.
- d. The use of any other image file format not specified herein is prohibited, unless the department obtains the vendor’s certification pursuant to Section F.7. of this policy that such image file format is industry standard (non-proprietary) and complies with Section 5.4.1.4 of AIIM ARP1-2009 or as subsequently amended.

### 3. Document Image Compression

The department must comply with 2 CCR 22620.6 Electronic File Compression, and use image compression/decompression that supports ITU Group 4, LZW, JPEG, JPEG 2000, or JBIG. The use of any other image compression technology not specified herein is prohibited, unless the department obtains the vendor’s certification pursuant to Section F.7. of this policy that such technology:

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- a. Supports output format standards with no proprietary alterations of the algorithms;
- b. Does not include extraneous information unsupported by relevant industry standards; and
- c. Complies with Section 5.4.2.4 of AIIM ARP1-2009.

4. Image Quality Requirement

The department must use at least the minimum scanning resolution of 300 dots per inch (dpi) to ensure image quality for official electronic records.

5. Sufficient Data Storage Capacity

The department must ensure the data storage capacity of the EDMS is sufficient for accurate reproduction of the official electronic records.

6. Data Migration

Prior to the implementation of data migration, the department with County Information Technology (IT) involvement, must create a specific migration plan to integrate official electronic records from older to newer hardware and software platforms to ensure proper integration without adversely affecting the official electronic records managed by the older EDMS technology.

7. Vendor Certification

Department must obtain the vendor's written certification that its technology is in compliance with the applicable technology standards of Section F. of this policy. A copy of this certification must be provided to the Information Technology Department as part of the assessment process. This includes any software solutions that retain records/documents and is considered the official repository for those records/documents.

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### **G. Conditions for Destruction of Official Records**

Department heads with custody of departmental official records may cause the original hardcopy of such official records to be destroyed and may maintain such official records electronically only if all of the following conditions are satisfied:

#### 1. Destruction Is Not Prohibited by Law

The official records are not expressly required by law to be filed and preserved, and/or required by law to be retained in hardcopy format.

#### 2. Process/ Procedures

- a. At least two (2) separate official electronic records are created in the EDMS meeting all of the conditions of a trusted system; and
- b. The official electronic records maintained are considered to be true and accurate copies of the original information received.

#### 3. Department Head Ensures Compliance

The department head shall ensure departmental compliance with the trusted system requirements; this policy; the departmental procedures on trusted system; and County Administrative Manual, Section 1.500 (Records Retention Schedules).

#### 4. Departmental Records Retention Schedule

The department head shall ensure that the Departmental Records Retention Schedule is current and approved by the Board of Supervisors.

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5. Board Approval and Resolution

The department head shall have secured the Board of Supervisors' approval and a resolution adopted by the Board of Supervisors pursuant to Government Code section 26205.1(a) authorizing the department head to destroy the original hardcopy and maintain the official records electronically in the EDMS.

The conditions set forth in Paragraphs 1 through 4 above must first be satisfied before the department head may secure the necessary approval and resolution from the Board of Supervisors pursuant to Paragraph 5.

**RESPONSIBLE DEPARTMENTS**

Information Technology  
County Counsel  
County Administrative Office

**REFERENCES**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 13, 2018

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

**SUBJECT:**

Agreement for Independent Review of County Jail Operations

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Lawrence G. Lees, County Executive Officer, (530) 225-5561

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with CGL Companies, LLC. in the amount of \$97,040 for the purpose of providing an independent review of the County's jail operations for the period December 3, 2018 through June 3, 2019 with one six-month optional extension.

**SUMMARY**

N/A

**DISCUSSION**

On March 27, 2018, the Board of Supervisors approved a motion to solicit proposals from qualified consultants or team of consultants to perform an independent review of the County of Shasta's Jail operations. A Request for Proposals (RFP 18-27) was released on May 3, 2018 and closed on May 31, 2018. Following the County's competitive procurement practices and with the assistance from the County's Purchasing Unit, each Responder was evaluated and ranked based on their submission. CGL Companies, LLC's proposal received the highest rating. On June 26, 2018, the Board of Supervisors directed staff to enter into contract negotiations with CGL Companies, LLC with a quoted proposal price of \$97,040. The ten calendar days protest period ends on November 12, 2018 at 2:00 p.m.

**ALTERNATIVES**

The Board may choose not to move forward with the staff recommendation. The Board may request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office worked in collaboration with the Support Services Purchasing Unit and Sheriff’s Office to conduct the competitive procurement process. County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The Sheriff’s Office has reviewed the agreement. The County Administrative Office prepared this recommendation.

**FINANCING**

There is General Fund impact from the Recommended Action.

**ATTACHMENTS:**

Description	Upload Date	Description
CGL Companies LLC Agreement	11/2/2018	CGL Companies LLC Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
CGL Companies, LLC**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("County") and CGL Companies, LLC ("Consultant") for the purpose of providing an independent review of the County's jail operations (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide to County a report on the County's jail operations in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein.
- B. Consultant shall attend initial meetings with County staff, as identified by the County Executive Officer and Sheriff, at a time, day and location mutually determined by County and Consultant. If County and Consultant are unable to agree as to the date and time of these meetings, County can determine the date and times of the meetings. These initial meetings will be conducted for the purpose of identifying data needs, development of the project work schedule, establishing protocols for progress reports and mutually agreed upon communication methods in which Consultant shall be responsible for providing timely updates on project developments.
- C. Consultant shall attend stakeholder meetings with County staff, as identified by the County Executive Officer and Sheriff, at a time, day and location mutually determined by County and Consultant. If County and Consultant are unable to agree as to the date and time of these meetings, County can determine the date and times of the meetings. Meetings will provide Consultant information to support project analysis.
- D. 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. Attend initial and stakeholder meetings with Consultant.
- B. Identify a County staff person to act as County's primary contact and liaison for the Consultant.
- C. Provide data and information requested by Consultant and available in County records that will be of assistance to Consultant in executing Consultant responsibilities under the terms of this Agreement.

**Section 3. COMPENSATION.**

- A. Consultant shall be paid \$97,040 as set forth in Section 4.A. of this Agreement for the satisfactory performance of the services described in this agreement.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to County 60 days after project initiation, a statement or invoice for \$29,112. Consultant shall submit to County 120 days after project initiation, a statement of invoice for \$29,112. Consultant shall submit to County within five days after completion of the remainder of the services proscribed in this Agreement, a statement or invoice for \$38,816. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

- A. This agreement shall begin on December 3, 2018 and shall end on June 3, 2019. The term of this agreement may be extended by County for one additional six (6) month term at the end of the initial term, under the same terms and conditions by notifying Consultant of such exercise, in writing, 30 days prior to the end of the term. The written notice to the Consultant for this purpose may be signed by the County Executive Officer.
- B. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the 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 the County's

responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

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

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and

County Executive Officer, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

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

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

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

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

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in

any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.

- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

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

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

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

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

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

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

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

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully

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

**Section 16. LICENSES AND PERMITS.**

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

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

If to County: County Executive Officer  
1450 Court Street, Suite 308A  
Redding, CA 96001

If to Consultant: CGL Companies  
2485 Natomas Park Drive, Suite 300  
Sacramento, CA 95833

- 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.

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

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. COUNTY'S RIGHT OF SETOFF.**

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

**Section 25. CONFIDENTIALITY.**

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

**Section 26. 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, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. 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.

**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: \_\_\_\_\_

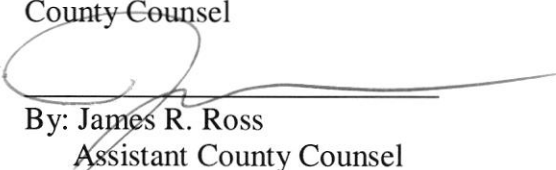
\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

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

**RISK MANAGEMENT APPROVAL**

By:  11/01/18  
James Johnson, Risk Management Analyst III

**CONSULTANT**

Date: 10/31/18

By:  \_\_\_\_\_  
W. Robert Glass, Executive Vice President

81-4621685  
Tax I.D.#:

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **1. Methodology**

Consultant shall conduct an independent review of the County's jail operations using the methodology outlined below and provide a report to County on its review and findings:

- A. Consultant shall define and assess current conditions.
- B. Consultant shall collect data including review of existing reports, data systems, policies, operational practices, and facility conditions.
- C. Consultant shall conduct interviews with staff from all project stakeholder departments including, but not limited to the Sheriff, District Attorney, Public Defender, Chief Probation Officer, County Executive Officer, Shasta County Superior Court, County Health and Human Services, and Board of Supervisors.
- D. Consultant shall also conduct focus group sessions with line staff responsible for custody and program service delivery.
- E. Subject to the approval of the County, Consultant shall also conduct interviews with offenders at various points in the justice system process.
- F. Consultant shall review available data on program performance, review of operational policies, and conduct on-site observation of operational performance.
- G. Consultant shall evaluate the level and quality of resources (facilities, staffing, technology, etc.) used to support justice system objectives.
- H. Consultant shall evaluate the demand for these resources, how the County addresses these demands, and how resources are organized and managed to maximize performance in support of the system goals.
- I. Consultant shall analyze policy processes and program structures supporting justice system operations.
- J. Consultant shall conduct a benchmark analysis.
- K. Consultant shall produce recommendations with rationales, cost/benefit analysis, fiscal impact, and projected outcomes.

#### **2. Offender Population Analysis**

Consultant shall assess the quality and extent of offender population data available from the County's data system. The data assessed shall include, but not be limited to, offender characteristics, legal status, sentence information, length of stay information, charge characteristics, and custody classification. Consultant shall analyze the data and identify key offender sub-populations, their characteristics, and the patterns of movement of these populations through the system.

#### **3. Jail Policies and Practices Assessment**

Consultant shall conduct a thorough review of jail policies and procedures. Consultant shall assess policies for their conformance with recognized professional standards, best practices, and their potential impact on operational efficiency.

#### **4. Jail Program Resource Review**

Consultant shall conduct a full review of current jail programs. Consultant shall identify capacity, program participation level, and completion rates for all offender programs and services offered. The review shall examine program service staffing as well as budget allocations for these services. Consultant shall review the capacity of each program in terms of annual number of participants; the percent of capacity that the program has operated; the completion rate of participants; and the failure rate for participants including the reason for the failure to complete the program. Consultant shall evaluate the jail's uses of evidence based needs assessment tools to match offenders with programs that specifically address those behaviors that elevate the risk of reoffending. Consultant shall also develop program performance metrics that identify activity levels, workload, and cost-efficiency.

Consultant shall examine the premises behind the decisions to implement specific programs, review the evolution of the County's approach to providing these programs, and if indicated, identify potential alternatives for future program development. The review shall identify the strengths/ weakness and appropriateness of current program strategies and approaches as well as the evidence for program performance and return on investment.

#### **4. Staffing Analysis**

Consultant shall analyze current facility staff deployment, including the critical workload and policy issues driving staff deployment patterns. Consultant shall address custody, program, and support staffing requirements associated with current facility operations. Consultant shall include a review of each staffing post or job assignment on each shift in relation to the function served, workload, coverage requirements, and operational/program need served for prison system facilities and programs. The analysis shall develop and apply an updated relief factor to determine the number of staff required to provide required post coverage. Consultant shall evaluate issues in maintaining required levels of staffing, including recruitment, selection, training, and retention issues. Consultant shall also review overtime expenditures and identify factors driving current spending levels within the context of current systems for overtime approval and control.

#### **5. Operational Review**

Consultant shall conduct an overall evaluation of jail operations and service delivery. The review shall examine the effectiveness and efficiency of work processes in the following areas:

- Booking/Discharge
- Classification

- Release
- Inmate Property
- Inmate Discipline
- Visitation
- Food Service
- Security Technology Systems
- PREA Compliance
- Case Management
- Medical Services
- Mental Health Services

#### **6. Health Care Delivery Review**

Consultant shall conduct an analysis of current health care service delivery. The analysis shall establish total and unit costs for current medical service delivery and identify key service components of medical spending. The review shall identify opportunities to improve the efficiency and effectiveness of health care service delivery. The review shall consider any changing nature of the population housed at the jail including, but not limited incarceration for longer periods of time. The review shall also include an analysis of health care delivery and compliance with the American with Disabilities Act and recommendations, if any, regarding delivery of mental health services and compliance with the American with Disabilities Act.

#### **7. Mental Health Program Review**

Consultant shall assess mental health service delivery in the jail. The analysis shall examine the approach to providing these services, and evaluate potential alternatives for future program development. The review shall include the identification of the strengths/weaknesses and appropriateness of current program strategies and approaches, and assessment of overall performance and use of resources. The review shall identify opportunities to improve the efficiency and effectiveness of mental health care service delivery. The review shall consider any changing nature of the population housed at the jail including, but not limited incarceration for longer periods of time. The review shall also include an analysis of mental health care delivery and compliance with the American with Disabilities Act and recommendations, if any, regarding delivery of mental health services American with Disabilities Act.

#### **8. Contract Service Review**

Consultant shall conduct a comprehensive review of jail service contracts to identify opportunities to achieve cost and operational efficiencies. The review shall include an assessment of processes employed to evaluate contractor performance, contract oversight, and the cost of contract services.

#### **9. Administrative Systems Review**

Consultant shall assess the degree to which the current staffing and organizational structure of jail administrative functions effectively supports its mission and performance. Consultant shall

identify organizational changes, policies, resources, or other measures that may improve effectiveness and efficiency. Consultant shall review staffing requirements in support, administrative, and management areas to determine the fit between the number of staff and the workload associated with these functions. Consultant shall conduct an assessment of organizational structure and performance using the following criteria:

- congruence between actual operations and "official" organizational structures;
- clear lines of authority and accountability;
- efficient ratios of supervisors to line staff, including supervisory spans of control of three to ten direct reports; and few, if any, one-on-one reporting relationships;
- effective use of outsourcing functions and use of civilian and/or contracted staff in terms of service delivery, business risk, and cost;
- appropriate use of information technology.

#### **10. Benchmark Analysis**

Consultant shall identify comparable unit cost and performance data on key operational metrics from peer correctional systems and conduct a comparative analysis of benchmark metrics. Consultant shall develop a list of peer jurisdictions for review, and identify key operational areas where peer comparisons are appropriate, including:

- staffing ratios
- per diem incarceration costs
- maintenance costs
- overtime
- meal cost
- program spending
- health care costs including, but not limited to, mental health costs

#### **11. Identify Jail Operational Issues and Needs**

Consultant shall develop a docket of key issues facing the jail. Consultant's analysis shall include, but not be limited to, gaps in jail program services, operations, medical and mental health services, and performance. The issue docket shall document the primary opportunities to achieve significant performance improvements to the different operational components of the jail.

**12. Review Strategies with Stakeholder**

Upon completion of the analysis, Consultant shall present and discuss the alternatives strategies developed with County.

**13. Assess Fiscal Impact of Proposals**

Consultant shall prepare a detailed cost/benefit analysis of recommendations that calculates any future costs and or savings associated with project recommendations or increased efficiencies.

**14. Develop Draft Report**

Consultant shall develop a draft report for review by the County. The report shall summarize all of the Consultant's work and the resulting program strategies, with supporting documentation. Consultant shall meet with County to answer questions, address concerns, and make any modifications to the report that may be required. Draft Report due to County on May 3, 2019.

**15. Submission of Final Report**

Consultant shall incorporate the comments received from the draft report review and shall assemble the final report to provide to County. The final updated report will incorporate draft review comments, describe the recommended strategies, refine the supporting data and presentation documents, and present the projected cost impact/savings of the recommendations. Final Report due to County on May 24, 2019.

**16. Scope of Work is not Limiting**

The provisions of this scope of work are no intended to limit Consultant's analysis in any way. The goals of work described herein are to determine whether and to what extent all areas of the jail's operations can be improved or provided more efficiently or effectively. Consultant is not limited to the analysis described herein and the resulting report and shall perform any other study, review or analysis that Consultant deems appropriate in achieving the goals stated in this paragraph.