



SHASTA COUNTY

BOARD OF SUPERVISORS

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, December 11, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Pastor Jim Howe, First Presbyterian Church

Pledge of Allegiance: Supervisor Baugh

REGULAR CALENDAR

Members of the public may directly address the Board of Supervisors on any agenda item on the regular calendar before or during the Board's consideration of the item. Persons wishing to address the Board are requested to fill out a Speaker Request Form prior to the beginning of the meeting (forms are available from the Clerk of the Board, 1450 Court Street, Suite 308B, Redding, or in the back of the Board of Supervisors Chambers). If you have documents to present for the members of the Board of Supervisors to review, please provide a minimum of ten copies. Each speaker is allocated three minutes to speak.

BOARD MATTERS

R 1 Board Matters

Adopt a proclamation which designates December 15, 2018 as “Bill of Rights Day” in Shasta County (Supervisor Kehoe).

No General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 2 Presentation

Receive a presentation regarding the California State Association of Counties (CSAC) Institute.

No General Fund Impact

No Vote

R 3 Presentation

Receive a 2018 California State Association of Counties (CSAC) Challenge Award from CSAC for Shasta County's collaborative Shasta Technical Education Program-Unified Partnership (STEP-UP) Program.

No General Fund Impact

No Vote

R 4 Presentation

Receive a presentation from the California State Association of Counties (CSAC) to award Shasta County Executive Officer Larry Lees with the CSAC Circle of Service Award for his strong leadership demonstrated during recent wildfires which occurred in Shasta County.

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

Take the following actions regarding amendments to the Shasta County Administrative Manual: (1) Adopt a policy resolution, effective January 1, 2019, which: (a) Repeals Resolution 2018-014; and (b) amends Administrative Policy 6-101, *Shasta County Contracts Manual*; and (2) adopt a policy resolution, effective January 1, 2019, which amends Administrative Policy 8-101, *Role and Authority of Facilities Management Division of Public Works*.

No Additional General Fund Impact Simple Majority Vote

C 2 Administrative Office

Take the following actions: (1) Receive the Shasta County Child Abuse Prevention Coordinating Council Children's Trust Fund (CTF) Annual Report for 2017-18; and (2) approve the proposed CTF programs for 2018-19.

No General Fund Impact Simple Majority Vote

C 3 Administrative Office

Approve and authorize the Chairman to sign the Certification Statement for the State Department of Education which appoints and reappoints members to the Shasta County Local Child Care Planning Council for the period January 1, 2019 through December 31, 2019.

No General Fund Impact Simple Majority Vote

C 4 Administrative Office

Approve and authorize the Chairman to sign a Notice of Intent to Preserve an Interest for: (1) The Redding Library; and (2) the Historic Anderson Jail.

No Additional General Fund Impact Simple Majority Vote

C 5 Clerk of the Board

Take the following actions regarding the Burney Cemetery District Board of Trustees: (1) Reappoint Marie Beck and Roy Ronald Plumbhof retroactive to March 2018 to serve four-year terms expiring March 2022; and (2) reappoint George Mathews retroactive to March 2018 to serve a two-year term expiring March 2020.

No General Fund Impact Simple Majority Vote

C 6 Clerk of the Board

Approve the minutes of the meeting held on December 4, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

C 7 County Clerk/Elections

Declare elected those persons and results of measures based on the certified results of the November 6, 2018 General Election.

No Additional General Fund Impact

Simple Majority Vote

C 8 Support Services-Personnel

Approve and authorize the Chairman to sign an agreement with ACI Enterprises, Inc. in an amount not to exceed \$50,000 per year (for a total maximum compensation of \$150,000) to provide an Employee Assistance Program (EAP) and related services for the period January 1, 2019 through December 31, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 9 Support Services-Personnel

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 5, *Classification Plan*.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 10 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with St. Helena Hospital in an amount not to exceed \$100,000 per fiscal year to provide inpatient psychiatric hospitalization services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 11 Health and Human Services Agency-Adult Services

Health and Human Services Agency-Children's Services

Take the following actions for the Shasta County Mental Health, Alcohol and Drug Advisory Board: (1) Reappoint Samuel Major for a three-year term to expire December 31, 2021; and (2) appoint Elizabeth Jarrett and Cindy Greene for three-year terms to expire December 31, 2021.

No General Fund Impact

Simple Majority Vote

C 12 Health and Human Services Agency-Public Health

Take the following actions: (1) Approve and authorize the Chairman to sign a retroactive revenue agreement, #DI19019, with the California Office of Traffic Safety (OTS) in an amount not to exceed \$300,000 to promote safe driving through the Drive Safe Shasta program for the period October 1, 2018 through September 30, 2019; (2) approve and authorize the Health and Human Services Agency

(HHSA) Public Health and Business and Support Services Branch Directors, authority to sign prospective and retroactive amendments and other documents associated with the agreement that result in a net change of no more than \$30,000 to the maximum compensation and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (3) approve and authorize the Chairman and the HHSA Public Health and Business and Support Services Branch Directors authority to sign the Alternate Signature/Grant Electronic Management System (GEMS) User Authority form and authorize the HHSA Public Health and Business and Support Services Branch Directors to sign documents on behalf of HHSA, and log into the GEMS for all matters relating to the OTS grant, including but not limited to, completing and submitting Quarterly Performance Reports and reimbursement claims; and (4) approve and authorize the HHSA Public Health and Business and Support Services Branch Directors to designate one Community Education Specialist I/II and one Accounting Technician, when necessary, to sign the GEMS User Authority form only for the purpose of logging into the GEMS for all matters relating the to the OTS grant, including but not limited to, completing and submitting Quarterly Performance Reports and reimbursement claims.

No Additional General Fund Impact Simple Majority Vote

C 13 Health and Human Services Agency-Public Health

Take the following actions: (1) Approve and authorize the Chairman to sign: (a) An evergreen Memorandum of Understanding (MOU) with Partnership Healthplan of California with no compensation to document the standards relating to the local administration of, and minimum services to be provided by, counties and Medi-Cal managed care plans in the development of the Whole Child Model program effective January 1, 2019; and (b) the evergreen Business Associate Agreement attached to the MOU effective January 1, 2019; and (2) approve and authorize the Health and Human Services Agency Director, or his/her designated Branch Director or Deputy Branch Director, limited authority to sign prospective and retroactive amendments during the term of the MOU that do not result in a substantial or functional change to the original intent of the MOU and do not add compensation, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

C 14 Health and Human Services Agency-Public Health

Appoint Judith Menoher (general member) to the Public Health Advisory Board for a term to March 31, 2021.

No Additional General Fund Impact Simple Majority Vote

C 15 Housing and Community Action Programs

Adopt a resolution which: (1) Approves and authorizes the Chairman to sign a Community Action Agency Community Services Block Grant (CSBG) agreement, No. 19F-4044, with the California Department of Community Services and

Development to pay Shasta County an amount not to exceed \$298,372 to provide services to persons living in poverty for the period January 1, 2019 through December 31, 2019; (2) certifies the County's intent to use CSBG funds in compliance with applicable regulations; and (3) approves and authorizes the Director of Housing and Community Action Programs, or his or her designee, to sign and submit all required CSBG forms, certifications, and reports.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

C 16 Sheriff

Approve and authorize the Chairman to sign a retroactive amendment, effective the date of signing, to the agreement with California Forensic Medical Group, Inc., to adjust the compensation as described in the amendment due to adding beds in the Shasta County Main Jail, retaining the term of July 1, 2016 through June 30, 2019, with two one-year automatic renewals.

General Fund Impact

Simple Majority Vote

C 17 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 18 Sheriff

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

General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 19 Public Works

Take the following actions regarding Parcel Map No. 17-006 (Igo area): (1) Approve and authorize the Chairman to sign an agreement with E.C. Smith Investments, LLC for completion of improvements within one year from the date of the recordation of the Parcel Map; and (2) accept securities for: (a) faithful performance in the amount of \$3,000; and (b) labor and materials in the amount of \$1,500.

No General Fund Impact

Simple Majority Vote

C 20 Public Works

Approve and authorize the Chairman to sign a contract with Pacific Gas and Electric (PG&E) in an advanced payment amount of \$46,083.02 to provide electric upgrades at the West Central Landfill.

No General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 21 Resource Management

Take the following actions: (1) Receive Annual and Five-Year written reports regarding the status of the Shasta County Public Facility Impact Fees implemented on July 1, 2008, pursuant to Government Code sections 66001(d) and 66006(b); and (2) adopt the findings in the Five-Year written report.

No Additional General Fund Impact

Simple Majority Vote

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

The Shasta County Board of Supervisors will adjourn and reconvene as the Shasta County Housing Authority.

SHASTA COUNTY HOUSING AUTHORITY

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

SDC 1 Housing Authority

Adopt a resolution which approves a revised Housing Choice Voucher Program Administrative Plan to amend policies and procedures in accordance with U.S. Department of Housing and Urban Development regulations.

No Additional General Fund Impact

Simple Majority Vote

The Shasta County Housing Authority will adjourn and reconvene as the Shasta County Board of Supervisors.

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 5 Administrative Office

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

No General Fund Impact

No Vote

R 6 Administrative Office

Adopt a resolution, pursuant to Government Code §27640 and §27641, which reappoints Rubin E. Cruse, Jr. as County Counsel for a four-year term

commencing on January 7, 2019 at Step “F” of the position classification.

No Additional General Fund Impact

Simple Majority Vote

R 7 Administrative Office

Take the following actions: (1) Receive a presentation from Tony Giovaniello, President of the Shasta Economic Development Corporation, regarding a request for Shasta County’s participation in a Revenue Guarantee for United Airlines to commence service from Redding to Los Angeles; and (2) provide direction to staff.

General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

R 8 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign an agreement with Empire EHARC, Inc. dba Empire Recovery Center in the amount of \$476,200 to provide a Sobering Center Fee-For-Service program for the period date of signing through December 31, 2020.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

R 9 Sheriff

Receive a jail bed project update from Captain Dave Kent.

No General Fund Impact

No Vote

R 10 Sheriff

Receive a presentation from the Sheriff’s Office and conduct a community forum, pursuant to Government Code section 7283.1(d), to: (1) Provide information to the public; and (2) receive and consider public comment regarding federal Immigration and Customs Enforcement (ICE) access to individuals for civil immigration enforcement that was given by County law enforcement departments in 2017.

No General Fund Impact

No Vote

PUBLIC WORKS

R 11 Public Works

County Service Area No. 25-Keswick Water

On behalf of County Service Area (CSA) No. 25-Keswick Water, adopt a Resolution of Application which requests the Shasta Local Agency Formation Commission (LAFCO) initiate proceedings for dissolution.

No General Fund Impact

Simple Majority Vote

R 12 Public Works

County Service Area No. 23-Crag View

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Introduce and waive the reading of An Ordinance of the Board of

Supervisors of the County of Shasta Repealing Ordinance No. 742 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act in County Service Area No. 23-Crag View Water; and (2) direct the Public Works Director to stay shutoff of water service for accounts that are in arrears in penalty payments.

No General Fund Impact

Simple Majority Vote

R 13 Public Works

Receive a Carr Fire update from Public Works Director and Disaster Recovery Director Pat Minturn, Resource Management Director Paul Hellman, and Director of Housing and Community Action Programs Laura Burch.

No General Fund Impact

No Vote

RESOURCE MANAGEMENT

R 14 Resource Management

Receive an update from Resource Management Director Paul Hellman regarding various projects within the Department of Resource Management.

No General Fund Impact

No Vote

SCHEDULED HEARINGS

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

PUBLIC WORKS

R 15 Public Works

County Service Area No. 23-Crag View

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Conduct a public hearing to consider increasing the bi-monthly water rates; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 23-Crag View Water and report back to the Board with the results; and (4) in the absence of a majority protest, introduce, waive the reading of, and enact An Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 23-Crag View Water, Repealing Ordinance No. 710 and Setting Forth the Charges, Rates, and Fees for Water and Related Services.

No General Fund Impact

Simple Majority Vote

OTHER DEPARTMENTS

R 16 Auditor-Controller

Take the following actions: (1) Conduct a public hearing to consider enacting an

ordinance which establishes or imposes new or increased fees for certain permits and other services provided by the County; (2) close the public hearing; and (3) introduce, waive the reading of, and enact the Ordinance of the Board of Supervisors of the County of Shasta Setting and Identifying Fees to be Charged by the County of Shasta.

General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

R 17 Resource Management

Take the following actions regarding General Plan Amendment GPA18-0005, which proposes to incorporate the *Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan* (HMP) into the Safety Element of the Shasta County General Plan: (1) Conduct a public hearing; (2) close the public hearing; (3) find that GPA18-0005 is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines sections 15060(c)(2), 15061(b)(3), 15307, and 15308; and (4) adopt a resolution amending the Safety Element of the Shasta County General Plan pursuant to General Plan Amendment GPA18-0005.

No Additional General Fund Impact

Simple Majority Vote

R 18 Resource Management

Take the following actions regarding General Plan Amendment (GPA) 13-003 which updates the County of Shasta's Housing Element following review and comment by the California Department of Housing and Community Development: (1) Conduct a public hearing; (2) close the public hearing; (3) find that GPA13-003 (2014-2019 Housing Element) is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759 (CEQA does not apply to any proposed action necessary to comply with court order or judgement to bring an agency's general plan or relevant mandatory elements of the plan into compliance with State Law); and (4) adopt a resolution which amends the Housing Element of the Shasta County General Plan pursuant to GPA13-003.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

**R 19 The Board of Supervisors will recess to a Closed Session to discuss the following items
(Est. 15 minutes):**

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

Priscilla Gonzales v. County of Shasta

Jewett, Everett, et al. v. California Forensic Medical Group, Inc., et al.

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
12/18/2018		No Board of Supervisors Meeting Scheduled	
12/25/2018		Christmas Holiday	
01/01/2019		New Years Day	
01/08/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
01/08/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
01/15/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
01/22/2019		No Board of Supervisors Meeting Scheduled	
01/29/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

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

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have

been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Bill of Rights Day Proclamation

DEPARTMENT: Board Matters

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a proclamation which designates December 15, 2018 as “Bill of Rights Day” in Shasta County (Supervisor Kehoe).

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description

Upload Date

Description

Bill of Rights 2018

Shasta County Board of Supervisors Proclamation

Bill of Rights Day
December 15, 2018

WHEREAS, the first ten amendments to the Constitution of the United States of America, known collectively as the Bill of Rights, were ratified on December 15, 1791; and

WHEREAS, several of the original States refused to ratify the Constitution without an express Bill of Rights; and

WHEREAS, the Declaration of Independence states “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are life, liberty and the pursuit of happiness”; and

WHEREAS, to preserve the rights and freedoms secured by the Bill of Rights, our forefathers and hundreds of thousands of men and women serving in the police agencies and the armed forces of the United States have sacrificed, suffered, and died; and

WHEREAS, the rights and freedoms guaranteed by the Bill of Rights deserve perennial celebrations, and the sacrifices made to protect the Bill of Rights deserve eternal remembrance; and

WHEREAS, to commemorate the Bill of Rights with a special day would honor the fundamental rights it enshrines and the sacrifices made to create and preserve these rights, and would proclaim these rights to the citizens of this County, to this Nation, and to the World.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims December 15, 2018 as **Bill of Rights Day** in Shasta County and encourages all government agencies to observe **Bill of Rights Day** in a manner which brings to mind the meaning and importance of each of the Ten Articles contained in that Bill.

Les Baugh, Chairman

December 11, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: PRESENTATIONS-3.

SUBJECT:

Presentation of CSAC Challenge Award to Shasta County

DEPARTMENT: Presentation

Supervisory District No. : ALL

DEPARTMENT CONTACT: Tracie Neal, Chief Probation Officer, (530) 245-6200

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Receive a 2018 California State Association of Counties (CSAC) Challenge Award from CSAC for Shasta County's collaborative Shasta Technical Education Program-Unified Partnership (STEP-UP) Program.

SUMMARY

The California Association of Counties (CSAC) has selected Shasta County's collaborative Shasta Technical Education Program-Unified Partnership (STEP-UP) program to receive an award for best practices and would like to present the award to the County.

DISCUSSION

The CSAC's annual statewide program honors innovation and best practices in county government. This year, CSAC received 267 entries. An independent panel of judges with expertise in county programs selected the award recipients. The panel has selected Shasta County's collaborative STEP-UP program as an award recipient for Best Practices.

STEP-UP started in September 2014 and the program supported one cohort of 25 students. In January 2016, Shasta College, with the support of several community partners, applied for a competitive grant to expand STEP-UP. In March 2016, the grant was awarded. With the grant funds, the program was expanded to include additional associates degrees and career technical education certificate programs in welding, business administration, and fire technology. The program also expanded to include two cohorts of 25 students annually (a total of 50 students). The CCP Executive Committee voted to expand STEP-UP for school year 2017/2018 to include an additional 50 students, for a total of 100 students.

Of the students who graduated the program, 82% are employed with 74% being employed in the same industry as their focused area of study. The cohort's Grade Point Average (GPA) is 2.77 with 30 of the students being included on the Dean's List which requires the student to be enrolled in at least 12 units and have a GPA of 3.5 or higher.

ALTERNATIVES

The Board could decide not to accept the award.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

The STEP-UP program is partially funded with AB109 funds. There is no General Fund impact associated with this recommendation.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Policy Resolutions amending Chapter 5, Agreements for Services, of Administrative Policy 6-101, *Shasta County Contracts Manual*, and Administrative Policy 8-101, *Role and Authority of Facilities Management Division of Public Works*

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, (530) 225-5561

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

Take the following actions regarding amendments to the Shasta County Administrative Manual: (1) Adopt a policy resolution, effective January 1, 2019, which: (a) Repeals Resolution 2018-014; and (b) amends Administrative Policy 6-101, *Shasta County Contracts Manual*; and (2) adopt a policy resolution, effective January 1, 2019, which amends Administrative Policy 8-101, *Role and Authority of Facilities Management Division of Public Works*.

SUMMARY

N/A

DISCUSSION

Periodically, County staff reviews various provisions of the Shasta County Administrative Manual to update policies, bring policies into compliance with any changes in state and federal laws, and to conform the policies to actual County practices. The recommended changes will update the policy regarding procedures for departments.

Here is a bullet list summary of the significant changes to Chapter Five of Administrative Policy 6-101 (6-101):

- Clarified, updated, and consolidated information about Request For Quotes (RFQs) and Request For Proposals (RFPs) and increased Support Services-Purchasing Unit's mandatory role in the department's RFQ/RFP processes (section 5.3).
- Clarified Auditor's role in determining withholding status (section 5.5).
- Added Dept. Head authority to sign municipal alarm permit agreements (section 5.6.2, C; from Res. 2018-014 (2/27/18)).
- Consolidated, clarified, and expanded CEO and Dept. Head authority to sign (non-state/fed routine MOU) revenue agreements (section 5.6.4) - please see table here below.
- Consolidated paragraphs about Dept. Head exceptions regarding equipment (section 5.6.4).
- Consolidated IT-related agreements to its own subsection (section 5.6.5), added non-compensated online hosted services terms & conditions (T&C) approval process, including approving department heads to authorize select line staff to accept online T&Cs.

- Clarified and expanded definition of Database Access Agreements the County Executive Officer (CEO), Department Heads, and County Health Officer (new) can sign (section 5.6.5, E).
- Consolidated references to Admin Policy 2-201 to its own subsection (section 5.18).
- Replaced bullets with letters – format more clear for reference purposes.
- Clarified/more consistent – use of acronyms and titles of attachments.
- Changed Risk Management, to County Risk Manager throughout.

Proposed Changes to Chapter Five of 6-101 regarding Revenue Agreements:

Dept. Heads	Current	Proposed
	\$100,000 total max revenue	\$100,000 max revenue per Fiscal Year (FY)
	No Retro (except Opportunity Center (OC) 45 days)	Retro ok
	Three year term	Three year term
	PSA standard format – no County Counsel or Risk Manager review/approval	Non-PSA standard format – requires County Counsel and Risk Manager review/approval
<i>Note: Separate paragraph about OC revenue agreements was deleted.</i>		
CEO	Current	Proposed
	\$100,000 total max revenue	\$500,000 max revenue per FY
	No Retro (except OC 45 days)	Retro ok
	Three year term	Five year term
	PSA standard format – no County Counsel or Risk Manager review/approval	Non-PSA standard format – requires County Counsel and Risk Manager review/approval

It is recommended the Board repeal Resolution 2018-014 as the provisions of this resolution to authorize Department Heads to sign city municipalities' fire and burglar alarm system permit applications have been added to Chapter Five of 6-101.

The first policy resolution also authorizes the County Administrative Office (CAO) to make Public Contract Code conforming changes to 6-101, primarily in Chapters Two and Six, which would authorize the County Executive Officer (CEO) to sign public project contracts with a total maximum compensation of \$60,000 or less (from \$45,000 or less) effective January 1, 2019. The second policy resolution also makes this policy change to Administrative Policy 8-101 so both policies do not conflict.

Policy Res. 2012-01 (adopted by the Board on February 7, 2012) allows the CEO to make conforming changes to the rest of 6-101, including the Table of Contents and the reference table currently on pages 10-13, if the policy manual changes are approved by the Board.

The CAO will next work on a review and possible updates to the rest of the chapters in 6-101 to be presented to the Board in the future.

ALTERNATIVES

The Board may choose not to amend the Manual at this time, or may adopt some, but not all of the recommended amendments. The Board could also direct staff to make other changes.

OTHER AGENCY INVOLVEMENT

The Auditor-Controller, Support Services-Personnel and Risk, County Counsel, Information Technology, Public Works, and the CAO have reviewed the proposed changes for compliance with state and federal laws and for County best practices.

FINANCING

There is no additional General Fund impact associated with approval of the recommendations. Rather, the proposed changes may streamline processes resulting in operational savings.

ATTACHMENTS:

Description	Upload Date	Description
Resolution 2018-114	10/11/2018	Resolution 2018-114
6-101 Policy Resolution	11/7/2018	6-101 Policy Resolution
6-101 Policy Resolutoin Chapter 2 Exhibit A	12/6/2018	6-101 Policy Resolutoin Chapter 2 Exhibit A
6-101 Policy Resolution Chapter 5 Exhibit A	12/6/2018	6-101 Policy Resolution Chapter 5 Exhibit A
6-101 Policy Resolution Chapter 6 Exhibit A	12/6/2018	6-101 Policy Resolution Chapter 6 Exhibit A
8-101 Policy Resolution	12/3/2018	8-101 Policy Resolution
8-101 Policy Resolution Exhibit A	12/6/2018	8-101 Policy Resolution Exhibit A

RESOLUTION NO 2018-014

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS, OR
DEPUTY DEPARTMENT HEADS TO SIGN ALARM SYSTEM PERMIT
APPLICATIONS**

WHEREAS, the County occupies many different facilities located in city municipalities where alarms systems are installed and regularly monitored;

WHEREAS, the different city municipalities require Alarm System Permit Applications to be submitted in accordance with local building codes for fire alarm monitoring and burglar alarm monitoring services;

WHEREAS, Shasta County departments currently have approximately 87 of these types of permits being monitored at various locations;

WHEREAS, pursuant to Shasta County Administrative Policy 6-101, *Shasta County Contracts Manual*, Alarm System Permit Applications are considered evergreen agreements requiring Board of Supervisors approval; and

WHEREAS, in order to streamline the approval process for these simple, yet numerous Alarm System Permit Applications for fire alarm and burglar alarm monitoring services, it is recommended that the Board of Supervisors delegate signing authority of Alarm System Permit Applications to Department Heads.

Resolution No. 2018-014

February 27, 2018

Page 2 of 2

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors, of the County of Shasta, hereby delegate signing authority of Shasta County city municipalities' Alarm System Permit Applications for fire alarm and burglar alarm monitoring services to County Department Heads, Assistant Department Heads, or Deputy Department Heads.

DULY PASSED AND ADOPTED this 27th day of February, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisors Baugh, Kehoe, Moty, Rickert, and Morgan

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

POLICY RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTION NO. 2018-014 AND
AMENDING ADMINISTRATIVE POLICY 6-101
*THE SHASTA COUNTY CONTRACTS MANUAL***

WHEREAS, periodically the Board of Supervisors, upon recommendation of staff, amends the provisions of Administrative Policy 6-101, *The Shasta County Contracts 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 amendments to various provisions of the Manual.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby repeals Resolution No. 2018-014.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby amends Administrative Policy 6-101, *The Shasta County Contracts Manual*, in its entirety, as shown on **Exhibit A** to this policy resolution.

DULY PASSED AND ADOPTED this 4th day of December, 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

Resolution No. 2017-_____

Page 2 of 2

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By _____
Deputy

Chapter 2.0 PURCHASES OF SUPPLIES, EQUIPMENT, AND OTHER PERSONAL PROPERTY

Section 2.1 Purchasing Division's role in the purchase of personal property.

This Chapter deals with the purchase of materials, supplies, furnishings, equipment, and any other kind of “personal property” (property which is movable -- not permanently affixed to a building or to the ground), even if part of the purchase price includes a separate charge for incidental services such as fabrication, delivery, set-up, installation, testing, or training.*

This Chapter does *not* apply to agreements for expert or professional services or other personal services, or public works projects. (See Chapter 5.0 for personal services agreements and Chapter 6.0 for public works contracts costing less than ~~\$45,000~~\$60,000.)

Except as otherwise provided by law, by the provisions of this Manual, or by action of the Board of Supervisors, **all** purchases of materials, supplies, furnishings, or equipment required by any department shall be made on behalf of the County by or under the direction of the Purchasing Agent in accordance with the procedures prescribed in this Manual. The County Executive Officer is the County’s Purchasing Agent. (Shasta County Code, Section 3.04.010) The Director of Support Services and the staff of the Support Services Purchasing Division are hereby designated deputy purchasing agents.

Departments may only make direct purchases from vendors when the vendor has a “blanket purchase” arrangement with the County (see Section 2.3) or when purchasing goods costing \$2,000 or less (see Section 2.4). All other purchases must go through the Purchasing Division.

The Purchasing Agent retains **sole** authority to establish, amend, or close all accounts with vendors, including credit card accounts.

County employees are not authorized to enter into “oral contracts” to purchase personal property. All purchases must be accompanied by written or electronic documentation, except for:

* The test for determining whether the County is making a purchase of goods rather than acquiring services is the end product sought. If the County is getting a product (even though some incidental labor is involved), use the purchasing procedure. If the contract is primarily aimed at acquiring a consultant’s or contractor’s specialized skills (even though those skills may be used in connection with improving personal property owned by the County), use the procedure for personal services agreements. If in doubt, contact County Counsel. If the Department is acquiring goods costing over \$2,000 and incidental services cost are not more than 25 percent of the total cost being charged by the vendor, see Section 2.5.5 of this Manual. Otherwise, charges for ongoing maintenance can be paid only if a maintenance (personal services) agreement is executed in accordance with Chapter 5.0 of this Manual.

TBD

Chapter 5.0 AGREEMENTS FOR SERVICES.

Section 5.1 Definitions; general principles and policies.

At times, the need arises for special services which are not provided by the County's regular work force. In addition, sometimes a source of funding (such as a grant agreement with the state or federal government) requires that the funded program be contracted out. For these and other reasons, the Board of Supervisors has been given the statutory authority to enter into agreements for the provision of specified types of personal services on behalf of the County.

However, state law limits the Board of Supervisors' power to enter into personal services agreements to those for specific special services and then only with persons/entities specially trained, experienced, and competent to perform such services (Government Code, (GC) section 31000). Whether services are "special" requires a consideration of factors such as the nature of the services, the qualifications of the person/entity furnishing them, and the availability of the services from public sources. Services may be special because of the specialized skill or expertise of the person/entity furnishing them.

There are many types of services for which the County may enter into personal service agreements, including, but not limited to: financial, economic, accounting, engineering, environmental, land surveying, construction project management, legal, medical, therapeutic, administrative, architectural, landscape architectural, training, airport or building security, and laundry or linen services (~~Government Code~~, GC sections 4526 and 31000).

However, the Board of Supervisors may enter into agreements for site maintenance or custodial services only if the site is remote from County employee resources and it would be more cost effective for the work to be done by an outside person or entity (~~Government Code~~, GC section 31000).

The Board of Supervisors also may enter into agreements with temporary help firms for temporary workers during any peak load, temporary absence, or emergency other than a labor dispute for a period of 90 days or less if the Board of Supervisors determines that it is in the economic interest of the County to provide such temporary help through a personal services agreement, rather than hiring or employing persons for such purposes (~~Government Code~~, GC section 31000.4).

For the purposes of this Manual, a “personal services agreement” is an agreement (or “contract”) which engages the time and effort of a “consultant” or “contractor” for the primary purpose of performing specific functions or tasks rather than furnishing a tangible end product.

For example, a contract to construct a building is not a “personal services agreement” since there is a specific and tangible end product, i.e., a new building. On the other hand, an agreement with a trainer is a “personal services agreement,” even if the trainer prepares a training manual, because the focus is on the trainer’s time and talents.

An agreement with a professional such as an architect or engineer for services related to undertaking a public works project would be considered a “personal services agreement” and would be governed by this chapter of the Manual, as would a contract for the maintenance of County buildings or grounds.

On the other hand, a construction contract to repair a County building is a “public works contract,” not a “personal services agreement.”

The distinction between a personal services agreement and a public works contract is sometimes difficult to make, particularly when the distinction is between the maintenance and the repair of buildings. (See Chapter 6.0 regarding public works contracts.)

The correct contract format, whether a personal services agreement or a public works contract, must be used because each type of contract includes unique and particular provisions which protect the County, its employees, and the public against the different types of risks inherent in the work undertaken under the contract. If there is any question about whether a contract is for personal services or a public works project, County Counsel should be consulted.*

5.2 Retroactive agreements.

The County *cannot* compensate a consultant or contractor: (1) for services rendered if there is no written personal services agreement signed on behalf of the County by the Board of Supervisors or by a County agent or officer delegated authority in writing by the Board of Supervisors; (2) if the agreement does not specifically delineate and define the services to be rendered; or (3) if some or all of the services have been rendered prior to the effective date of the

* Purchase Order forms do not include certain provisions, such as indemnity, insurance, or termination clauses, which protect the County. For this reason, Purchase Orders are only to be used to buy goods (although incidental services may be included), and may not be used to procure personal services. See Section 2.5.4. of this Manual.

agreement. If any of these defects exist, a personal services agreement must be drafted or an existing agreement must be amended and the agreement (or amendment) must be ratified by the Board of Supervisors, or, in appropriate circumstances, the County Executive Officer- (CEO). However, no personal services agreement (whether retroactive or not) can be ratified if beyond the powers of the Board of Supervisors, or when the parties have not reached agreement as to the terms and conditions of the services which were provided.

~~However~~Therefore, if a retroactive agreement or amendment is an agreement or amendment for any period of time whereby: (1) ~~the County is to be paid for rendering services,~~ ~~or (2)~~ there is no monetary compensation, or ~~(3-2)~~ there is only an exchange of in-kind services or goods of equal value as consideration ~~and the maximum, with a~~ value of ~~the County's services or goods does not exceed \$50,000 for the entire term of the agreement~~any amount, it may be signed by the ~~County Executive Officer~~CEO, so long as the agreement or amendment is otherwise within the signing authority of the ~~County Executive Officer~~CEO. The ~~County Executive Officer~~CEO may also sign retroactive agreements or retroactive amendments for agreements that are limited to one or more of the following services: teleconferencing or videoconferencing services, computer and related equipment software licenses, support and maintenance agreements, computer and related equipment hardware support and/or maintenance services, electronic filing services or database access and confidentiality agreements. (See certain services as outlined in Section 5.6.1).

Except in the case of agreements with the state or federal governments (which are frequently tardy in processing agreements), a department that submits a retroactive agreement or amendment to the Board of Supervisors ~~for ratification~~ must briefly explain in the Board Report why the agreement or amendment could not have been presented before its effective date.

5.3 Preference for competitive procurement.

While state law generally does not require bidding or other competitive procurement practices when the County is negotiating personal services agreements, departments are *strongly encouraged* to use competitive procurement practices when choosing the consultant or contractor who will provide the services, and should always use competitive procurement if the agreement is for a controversial or unique project, or for a project that is of particular interest to the Board of Supervisors or to the public. The Board Report, with respect to any personal services agreement, should describe the department's competitive procurement efforts (and if the agreement was "sole sourced," it must contain a brief justification for doing so).

Sometimes, simply telephoning prospective consultants/contractors will be sufficient to ensure that the department has found the best service provider at the best price. In other circumstances, the department should use an RFQ (request for quotes) or an RFP (request for proposals) for personal services agreements. ~~“Testing the market” by issuing~~ Issuing an RFQ or an RFP can help achieve two goals: getting the right kind of services and getting those services for the best price. In addition, competitive procurement assures the public that all prospective consultants/contractors have had an equal and fair opportunity to be considered.

An RFP is a request by the County for a proposal, including the price thereof, to perform a service which will meet *certain generally delineated specifications, requirements, and/or outcomes*. The focus of an RFP is upon how the person or entity submitting a proposal (“the Responder”) proposes to provide the service desired by the County. An RFP is particularly useful where the County knows the objectives it wants to achieve but wants to allow the Responder the flexibility to describe how it will achieve the outcomes (possibly at a lower cost). The County is not required to accept the lowest priced proposal.

An RFQ is an invitation by the County for a quote to provide a particular service(s), *meeting specific criteria*. The primary focus of an RFQ is upon the price a person or entity submitting a quote (the “Responder”) proposes to charge for the particular service the County desires. While the price is a primary factor with an RFQ, it is not the only factor. The County may also consider the Responder’s qualifications, response timeline, and other relevant matters, and is not required to enter into an agreement with the Responder who submits the lowest quote.

Essentially, the RFP format would be used primarily for obtaining services where the goals and requirements are more general in nature. In contrast, an RFQ would ordinarily be used to obtain services where we have certain specific criteria in mind and would be ***primarily price driven***. In other words, an RFQ is used when a department knows exactly what services it wants to procure and intends to choose the consultant by price and qualifications. An RFP is used if a department intends to negotiate the scope of work based on the proposals submitted. The RFP process requires the responder to devise certain aspects of the program or services to be provided.

Note: An RFB (request for bids) should not ordinarily be used for personal services agreements because under the RFB process, the agreement is awarded based solely on price and not on the qualifications and/or how services will be rendered or a particular project undertaken (see Shasta County Code Chapter 3.04).

The decision to engage in competitive procurement by issuing an RFQ or an RFP (rather than more informal efforts) often depends on whether doing so is likely to be cost effective. There are a number of questions to consider. Does the funding agency require competitive procurement? (For example, state regulations require that specific procurement procedures be used by the Departments of Public Works and Health and Human Services Agency; agreements to which the State Department of Social Services Branch regulations apply). Is it possible that the County will get a better service or program (because the RFP procurement process encourages creativity and innovation)? Will the County get the service or program at a lower cost? Are there two or more potential consultants/contractors who are qualified and willing to provide the service? What is the time frame? Is the proposed service complex or simple? Are there any substantial justifications for not engaging in competitive procurement?

If a department decides not to issue an RFQ or an RFP, at least informal telephone inquiries should be made. If competitive procurement measures are not used, the department must explain to the County Administrative Office (CAO) upon request or to the Board of Supervisors (in the Board Report) why the decision ~~to “sole source”~~ not to use competitive procurement practices was appropriate.

If an RFQ or an RFP is used, a sufficient number of prospective vendors should be ~~distributed~~ invited to participate in order to elicit adequate competition and responses. Furthermore the RFQ or RFP should be published on the County’s and/or the department’s Internet website and a brief notice ~~should be~~ published in the local newspaper if appropriate.

5.3.1 RFQ and RFP contents.

The amount of detail to be included in the RFQ or RFP depends on the type of service needed. Less information is needed if the service is of a type which is routinely provided. Department staff can obtain RFP and RFQ templates, and process/timeline checklists, from the Purchasing ~~Division~~ Unit of the Support Services Department. The templates can also be downloaded from the County’s Intranet website ~~from~~ on the Support Services Department, Purchasing ~~Division~~ Unit’s webpage.

The following elements may be included in a ~~Request for Quotes~~ RFQ or RFP:

- A. Department's name and address.
- B. Date of issuance ~~of the RFQ~~.
- C. Date, hour, and location ~~the quotes~~ submissions are due.

- D. A description of the services to be furnished in sufficient detail to permit full and free competition.
- E. Any requirements as to when the services must be delivered.
- F. A description of any reporting requirements and any performance or outcome measures.
- G. The County's standard ~~indemnity and insurance language (a copy of the standard personal services agreement format [Personal Services Agreement (ATTACHMENT B)] may be attached to the RFQ).~~
- H. Instructions concerning preparation and submission of ~~the quote~~responses; e.g., required format and contents, etc.
- I. A requirement that the Responder provide a description of the Responder's qualifications to provide the services, including prior similar work, public entity references, information about related litigation or debarment, and proof of any required licensure.
- J. A requirement that the Responder describe the personnel to be used to provide each of the services, the Responder's timetable for implementation of each element of the services, and a certification that all statements in the response to the RFQ/RFP are true and that if any statements are false, the County may terminate the personal services agreement made as a result of the quote.
- K. A statement that if only one Responder submits a letter of intent or ~~a quote~~responds to the RFQ/RFP, the County may, at its sole discretion, enter into negotiations with that Responder or reject that quote.
- L. A statement that the County may reject any and all responses ~~to the RFQ~~ and may waive any irregularities in any response ~~to the RFQ~~, in its sole discretion.
- M. Unless the department is awarding the contract based solely on lowest price, a statement that the County is not required to award a contract to the Responder with the lowest price.
- N. A statement that the County may cancel the RFQ/RFP process at any time.

- O. A statement that responses will become the sole property of the County and that after the RFQ/RFP process is ~~completed~~complete, the responses will be public records ~~except as to, and a statement regarding the handling of items~~ identified as trade secrets.
- P. A statement that the County reserves the right to use any ideas in a response regardless of whether the individual or firm submitting the response is selected to provide the service.
- Q. A statement that the County will not be liable for the costs of work performed in the preparation and production of a response ~~to the RFQ~~.
- R. A process for considering/handling protests or appeals.
- S. A ~~Request for Proposals may contain all~~list of the ~~foregoing elements, plus factors to be considered in evaluating responses received.~~
- ~~Evaluation criteria other than price.~~
- T. An explanation of the evaluation/selection process.
- U. A statement of the department's goals and objectives for the program or services to be provided and its proposed performance measures.

The foregoing elements are not exhaustive or universally applicable. Moreover, each department may have specific procurement requirements (as is the case with the County's Health and Human Services Agency, ~~Social Services Branch~~, contracts pursuant to the State of California Department of Social Services Manual of Policies and Procedures).

The content of an RFQ or an RFP is also a function of the type of solicitation, the expected price or compensation, and the type of service to be provided. The Purchasing ~~Division~~Unit ~~may~~shall be consulted for assistance in drafting the RFP or RFQ. The Purchasing ~~Division can~~Unit shall also assist with the evaluation and award process, ~~including the opening of responses and and~~ will be informed and may assist in negotiation of the agreement. Advance review of ~~RFP's~~RFPs and ~~RFQ's~~RFQs by County Counsel is not required; however, County Counsel should be consulted whenever a legal issue arises.

5.3.2 Competitive procurement for certain federal- or state-funded agreements.

Agreements funded in whole or part by federal grants, inter-governmental cooperative agreements, or sub-awards to or by state or local governments may be subject to the procurement rules contained in Part 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, of Subtitle A of Title 49 of the Code of Federal Regulations (“Part 18”). Those rules take precedence over the provisions of this Manual. Each department is responsible for determining from the grantor whether Part 18 applies to an agreement.

In addition, a grant may require the County to include specific provisions in an agreement funded by the grant. State or federal law may also require the County to include specific provisions in an agreement. It is the responsibility of the applicable department to make sure that those specific provisions are included in the agreement. If specific provisions are required, and are added to the approved standard format ~~personal-services-agreement~~Personal Services Agreement (ATTACHMENT B), then that agreement is still considered to be a “standard format” for purposes of determining whether the ~~department-head~~Department Head or the ~~County Executive-Officer~~CEO may sign the agreement. The Personal Services Agreement (ATTACHMENT B) is used for expenditure and revenue agreements.

5.4 Drafting a personal services agreement.

The process of entering into a personal services agreement is initiated by the department seeking the services. ~~Most personal services agreements, no matter the amount of compensation, will follow the approved standard format (ATTACHMENT B).~~ The Personal Services Agreement (ATTACHMENT B) standard format should be applicable to most personal service arrangements. For a select list of services totaling \$5,000 or less, a simplified purchase order for services form may be used if the services are not ongoing or repetitive (Administrative Manual 2-201); see also section 5.18 in this Manual). As noted in Section 5.6 of this Manual, many agreements require review by County Counsel and the County Risk Manager. To avoid delays inherent in the review process, it is strongly recommended the department ~~should try to use~~consider using the approved standard format whenever possible. Further, ~~using the recommended~~—Request for Personal Services Agreement Review/Approval ~~form~~

(ATTACHMENT H) ~~will also document shall be used to~~ speed the review, approval, and County signature process.

The ~~department head~~Department Head or the department's contract administrator will ordinarily negotiate the agreement on behalf of the County.

The first step in that process is to determine the legal status/name of the consultant who will be providing the service. Is the potential consultant an individual person, a person doing business under a "fictitious name," a corporation, a limited liability company ("LLC"), a partnership, or some other legal entity? ~~(If the potential consultant is a corporation or an LLC, check the status of the company on the California Secretary of State's online business website to confirm that the corporation is qualified to do business in the State of California. The department must then determine if the person with whom it is negotiating has the legal authority to sign the agreement (in the case of an individual, or an individual doing business under a fictitious business name, that is easy).~~ In that regard, see Section 5.17, item <21>.

Negotiations should then proceed using the approved standard format ~~personal services agreement~~Personal Services Agreement (ATTACHMENT B).

The approved standard format agreement contains several blanks that must be filled in.

One of the most important blanks to fill in is Section 1, the responsibilities provision, which is that part of the agreement, usually prepared by the department during negotiations, which describes what the department wants the potential consultant to accomplish. The description of the services to be provided may either be included as part of Section 1 itself, or can be included in a separate document (perhaps the proposal or "scope of work" submitted or prepared by the consultant), which may be referred to in Section 1 and attached. If the description of the services to be provided (or any other document referred to in the body of the agreement) is contained in an electronic document on a website, a hardcopy must be printed and attached to the agreement to memorialize its terms.

The ~~department head~~Department Head or the department's contract administrator may find it useful to request input from staff, other departments, government agencies, or the Purchasing ~~Division~~Unit in drafting the responsibilities provision. ~~There is no need to "reinvent the wheel" if the department will be contracting for services similar to those services the County has contracted for in the past; prior agreements may be used as models.~~

The importance of the language used in the responsibilities provision cannot be overemphasized. If a dispute arises, any ambiguity caused by an ill-chosen word or phrase (or even a mistake in punctuation) may be interpreted against the County. Ambiguous and inaccurate language and punctuation or unaddressed issues can require more administrative attention and result in higher costs. The contract drafter should strive to have each sentence be direct, concise, and lucid. Avoid jargon, redundancy, and vagueness. Use terms consistently. Define acronyms. Read the responsibilities provision critically, looking for any loopholes.

Whether the language used in the responsibilities provision should be broad and general or more task-specific and tightly worded will largely depend on the objective of the agreement. For example, a statement of services to be provided for an agreement to create software for a particular purpose will be more specific than a statement of services to be provided for an agreement to recommend ways to improve departmental efficiency.

The next step should be to decide whether the consultant will be responsible for results or for methods, or both. It is usually preferable to require specific *outcomes* (for example, requiring the consultant to show how many people taking a class will achieve a particular goal) rather than *outputs* (requiring the consultant to teach a class to a certain number of people). Achieving outcomes can be encouraged by linking achievement to compensation (i.e., the better the result, the higher the pay).

In order to determine if the consultant has achieved a goal (in other words, to assess outcome), the language of the agreement should include a mechanism to monitor performance outcomes. Sometimes, the monitoring method is specified by the federal or state agency that is funding the service to be provided under the agreement; otherwise, it is up to the department to devise a method for monitoring performance. Depending on the type of service, and the outcome desired, the monitoring mechanism could consist of observation records, field diaries, audits, user surveys, or data from other governmental agencies (crime or enrollment statistics, for example). The consultant can often help the department develop the monitoring mechanism to be used.

The measurement of outcomes should assess some aspect of the effect, result, or quality of the service to be provided (rather than efforts expended or resources consumed). For example, the measurement of outcomes could be based upon reliable information regarding the number or percentage of people who were helped to a significant extent; the number or percentage of people

who report satisfaction with the consultant's/contractor's services; the response time or length of wait for services; or the number of complaints about the program.

Regardless of the methodology, performance measures should be quantifiable, time specific, and verifiable. They should provide information about cost, productivity, quality, user satisfaction, effectiveness, and efficiency. Thus, when writing performance measures language, avoid imprecise terms such as "maximize" or "appropriate." Use action verbs such as "respond," "obtain," "issue," "furnish," and "provide." Use specific quantities or other measurements if possible. Also, establish beginning and ending dates/timeframes.

In developing performance measurements, cost efficiency should also be kept in mind. The more costly the agreement, the more emphasis should be put on requiring the consultant to demonstrate that services have been effective.

When writing the responsibilities provision, keep in mind that its length and complexity will depend in large part on the nature of the services to be provided and the purpose of the agreement.

Here is a suggested format for more complex agreements:

- A. Scope — describes the purpose or end product of the work or services;
- B. Requirements -- includes tasks, response times, deliverables, and/or end results required and any schedules or due dates;
- C. A listing of any documents which describe the work or services;
- D. Staffing/personnel levels, staff qualifications, and coordination;
- E. Evaluation, verification, and acceptance procedures; and
- F. Performance/Outcome Measurements — defines the consultant's/contractor's reporting obligations and performance requirements.

Remember: *The consultant is only obligated to do what is specifically called for in the agreement.* The department should never assume that a consultant will perform additional tasks beyond those strictly required by the agreement, even if they are logically related to the work or services to be performed/undertaken. If the task or duty is desired at all, it should be spelled out in writing. The department cannot rely on any oral promises or representations of the consultant. All promises and representations must be put in writing. Remember that if a dispute arises, it is likely that the consultant will point to the language in the agreement as being the limits of the

consultant's/contractor's responsibilities. Look for loopholes. Consider what the department would do if the work or services were not provided in the manner or within the time expected.

Consider the possibility of an abrupt termination. Are there specific documents, activities, or data that need to be addressed in the agreement language? The agreement should be written to avoid problems which are foreseeable and to provide a method to solve problems when they arise.

If the task of writing specific language becomes too cumbersome, consider having the consultant draft proposed language to describe exactly what work or services the consultant will provide and the desired performance outcome goals and performance/outcome measurements.

The department must include any provisions in the agreement which may be required by the terms of a state or federal grant which is funding the agreement. Failure to do so could result in a breach by the County of the grant agreement.

Finally, keep in mind that the agreement represents the County of Shasta. Carefully proofread it for both content and style. Make sure it is logical and clear. Conform your language throughout (for example, do not call the contractor a "consultant" in one place and the "provider" elsewhere). Make sure the agreement is formatted properly. A professionally prepared document sets the right tone in dealings with the consultant.

5.5 Tax treatment of consultants.

In any agreement for services under federal and state employment tax law, the County must resolve the basic question of whether to treat the consultant as an employee or as an independent contractor *for tax purposes*.

The general rule is that a consultant who/that performs services for the County will be treated as an employee for tax purposes if it clearly is established that the County controls the manner and means by which the consultant accomplishes the work. Where it is not clearly established that the County controls the manner and means by which the consultant accomplishes the work, a consultant may still be treated as an employee for tax purposes. Therefore, a consultant that, in fact, is a true "independent contractor" may nonetheless still be treated as an employee strictly for tax purposes. In no event should a decision to treat a consultant as an employee for tax purposes be considered a decision that the consultant is an employee for any other purpose and is not a true independent contractor.

The consultant's tax status (employee or independent contractor) determines how the County will *report* to other government agencies about the payments made to the consultant.

These government agencies include the Internal Revenue Service (“IRS”), the State of California Franchise Tax Board (“FTB”), and the State of California Employment Development Department (“EDD”).

The status of the consultant also determines whether the County must *withhold* compensation under the agreement from the consultant for direct payment to the IRS and FTB and whether the County must pay additional employment taxes pursuant to the Federal Insurance Contributions Act (“FICA”) and Medicare. If a consultant’s/contractor’s status for tax purposes is that of employee, rather than independent contractor, the County must withhold federal income tax, Social Security, and Medicare taxes; pay federal unemployment tax; issue an annual W-2; and report wages to the IRS.

In addition, if taxes must be withheld, the department must pay the “employer’s share” of Social Security and Medicare, ~~equal to 7.65 percent of total wage compensation. For example, for an agreement for training with wage compensation of \$1,000, and reimbursement for costs up to \$250, the department must pay \$76.50 on top of the compensation.~~

If the County will be withholding taxes, the department must verify the consultant’s/contractor’s identity so that a Form W-2 can be issued. The department should make a photocopy of the consultant’s/contractor’s Social Security card (or Individual Taxpayer Identification Number [“ITIN”] or Employer Identification Number [“EIN”]) and picture identification (such as a driver’s license or passport). The department must also obtain a completed Form W-4 (Employee’s Withholding Allowance form) and submit it to the Auditor-Controller, with the executed agreement, proof of identity, a direct deposit form, and a check marked “void” from the consultant’s/contractor’s bank account, with the first claim for payment. The consultant will be paid by direct deposit into the consultant’s/contractor’s bank account, through the County’s ~~payroll~~ financial management system.

The tax status of the consultant must be indicated on the top right corner of the first page of the agreement. If the consultant is not to be treated as an employee for tax purposes, write or stamp “No Withholding” on the agreement. If the consultant is to be treated as an employee for tax purposes, write or stamp “Withholding.” ~~This will inform the~~ The Auditor-Controller ~~as to will review the recommendation and determine~~ how to process payments. and apply appropriate withholding. If the consultant is not registered with the California Secretary of State or is an out-of-state consultant, then confer with the Auditor-Controller about withholding status. If a

withholding waiver has been issued by County Counsel (see Section 5.5.1), a copy must be attached to the agreement. The Auditor-Controller will review and determine required withholding as applicable with Revenue and Taxation Code (RTC).

The failure to withhold when required can result in the imposition of significant penalties on the County. ~~(Revenue and Taxation Code, sections 6720-6724.)~~

These are the criteria for determining whether to withhold:

- ♦A. The Five-or-More Employees Rule. If the consultant has five or more full-time employees, the consultant is treated for tax purposes as an independent contractor. In other words, taxes will *not* be withheld from the consultant's/contractor's compensation. The first paragraph under *Employment Status of Consultant* in the ~~standard format personal services agreement~~Personal Services Agreement (ATTACHMENT B) should be used. Special rules apply to a non-resident consultant (including out-of-state corporations and other such business entities). If the consultant is not a resident of California, see Section 5.5.4.
- ♦B. Small Consultants/Contractors. If the consultant has fewer than five employees, then the consultant must be treated as an employee for tax purposes (that is, taxes *will* be withheld) *unless* the department requests and obtains a withholding waiver from County Counsel. (See Section 5.5.1.) If no request is made, or if County Counsel determines that a waiver of withholding is not appropriate, use the alternate language in the paragraph *Employment Status of Consultant* of the Personal Services Agreement (ATTACHMENT B) when describing the service provider's status. Note that the standard format agreement still refers to the consultant as an independent contractor (as explained in Section 5.5 above), but also provides that the County will withhold taxes. ~~(When dealing with a sole proprietor, make sure to also comply with the EDD reporting requirements described in Section 5.13.)~~
- ♦C. Waivers. If County Counsel has given a waiver, and the Auditor-Controller concurs, a consultant with fewer than five employees shall be treated as an independent contractor and taxes will not be withheld from the consultant's/contractor's compensation. Use the first paragraph in Section 9, under *Employment Status of Consultant* of ~~ATTACHMENT B.~~ ~~(When dealing with a~~

~~sole proprietor, make sure to also comply with the EDD reporting requirements described in Section 5.13.)~~the Personal Services Agreement (ATTACHMENT B).

D. When dealing with a sole proprietor, make sure to also comply with the EDD reporting requirements described in Section 5.13.

5.5.1 Waiver requests.

When a consultant with fewer than five employees appears to meet the criteria for treatment as an independent contractor and wants to avoid withholding, the department should submit a Withholding Waiver Request Form (ATTACHMENT C) to County Counsel ~~-(see ATTACHMENT C)-~~. ~~(. If the consultant has five or more than five employees, it is not necessary to submit a Withholding Waiver Request Form to County Counsel because the consultant is presumed to be an independent contractor-).~~ The Withholding Waiver Request Form will be evaluated by County Counsel using the criteria listed in Section 5.5.2. County Counsel will approve the waiver based upon the review of the agreement and any other relevant documentation the department may provide.

If independent contractor status is desired, particular attention should be paid to defining the scope of the work or services clearly, completely, and accurately. The more the agreement allows the County to exercise control over the day-to-day activities of the consultant, the more likely the consultant will be treated like an employee for tax purposes. On the other hand, the agreement should reflect the true intentions of the parties, and no language should be changed or reworded in order to achieve a particular tax status if the revision is inconsistent with the parties' intent or the true working relationship of the parties. Such conduct would raise the question of tax evasion, for which there are severe civil and criminal penalties.

If County Counsel does not approve the waiver, the agreement must provide for the withholding of taxes with the concurrence of the Auditor-Controller.

The determination as to whether a consultant is an ~~-employee -~~for the purposes of withholding applies not just to agreements with individuals, but also to agreements with business entities (such as corporations, limited liability companies ~~[“(LLC’s”)]~~, and partnerships).

5.5.2 Determining tax status.

The basic rule in determining employment status for tax withholding purposes, is that the consultant should be treated as an employee (and taxes withheld) if the County has the *right* to direct and control the manner and means by which the work or service is performed. This

is true even though the County does not actually exercise that “right of control” during the performance of the agreement. This is the “common law” test for employment, and it applies to the determination of employment status generally, not just for tax withholding purposes.

The Internal Revenue Service (“IRS”) has published a list of factors to consider in ascertaining whether the principal to an agreement exercises sufficient control to warrant finding that the consultant should be treated as an employee for tax withholding purposes. No one factor is necessarily conclusive. Rather, the factors probe the nature of the relationship between the “principal” (i.e., the County) and the consultant in order to determine whether the principal could or does control the means and methods of performing the work.

The written terms and conditions of the agreement between the County and the consultant are evidence of the provider’s tax status. However, when the written terms of the agreement are at odds with the actual facts and practices, the real relationship between the County and the consultant is what counts. For example, the agreement may say explicitly that the consultant is an “independent contractor” and receives no direction concerning the manner or means whereby the work is accomplished or the services are provided. Yet, if the County actually does provide such direction, or, if it is understood that the County *could* provide such direction, the consultant should be treated as an employee for tax purposes regardless of language in the agreement to the contrary. These types of contractual relationships should be avoided.

5.5.3 The IRS factors.

In determining whether a consultant should be treated as an independent contractor for purposes of withholding, the IRS focuses upon the issue of control versus independence. ~~If~~ If the factors weigh on the side of control, then the consultant is an employee and not an independent contractor; if the factors weigh on the side of independence, then the consultant may be considered an independent contractor and not an employee~~).~~.

The facts that provide evidence on the issue of control vs. independence fall into three categories -- Behavioral Control, Financial Control, and the Type of Relationship itself.

Behavioral Control covers facts that show whether the County has a right to direct or control how the work is done or the services provided through instructions, training, or other means.

Financial Control covers facts that show whether the County has a right to direct or control the financial and business aspects of the consultant's/contractor's job/work/services.

This includes:

- A. The extent to which the consultant has unreimbursed business expenses;
- B. The extent of the consultant's/contractor's investment in the facilities used in performing services;
- C. The extent to which the consultant's/contractor's services are made available to the relevant market;
- D. How the County pays the consultant (e.g., by the hour vs. a lump sum for completing the work/services); and
- E. The extent to which the consultant can realize a profit or incur a loss.

Type of Relationship covers facts that show how the parties perceive their relationship. This includes:

- A. Provisions in the agreement describing the relationship the parties intend to create;
- B. The extent to which the consultant is available to perform services for other businesses or entities;
- C. Whether the County provides the consultant with employee-type benefits, such as insurance, a pension plan, vacation pay, or sick pay;
- D. The permanency of the relationship; and
- E. The extent to which the work or services performed by the consultant are a key aspect of the regular business of the County.

Many of the foregoing IRS factors are self-explanatory. The following constitutes an explanation of those which are the most important and perhaps most difficult to understand:

Behavioral control - The principal confusion arising with this factor concerns the right to give instructions vs. actually giving the instructions. In many instances, the County might not give any instructions at all to a consultant. While that fact may be indicative of independent contractor status, it is not determinative. The real question is whether, under the terms of the agreement, the County *could* instruct the consultant as to where, when, or how to do the work or provide the services.

A “key aspect” of the regular business of the County - This factor asks whether the work being performed is part of the regular business activities of the County. Are the services routinely conducted in order for the County to carry out its mission? If so, then the work or services would normally be considered an integral part of the County’s business. This is indicative of status as an employee.

The permanency of the relationship - This factor looks at whether the consultant has established an ongoing relationship with the County. What is the historical record of the relationship? How many times has the consultant entered into agreements with the County? How frequently? Even intermittent contracting may form grounds for finding a continuing employee/employer relationship.

Making a profit or a loss - If the agreement poses no risk of financial loss to the consultant, this factor will weigh in favor of finding an employment relationship. For example, if the County provides the facilities where the work is to be performed or the services provided; pays for all of the materials, expenses, and costs of the consultant to attend to and perform the work or services; and pays the consultant an hourly rate for the work or services, the risk of loss to the consultant is small or non-existent and is indicative of an employment relationship. On the other hand, for example, if the County hired a trainer who was paid a per pupil rate or a lump sum, who had to cover all expenses and costs, and who had to provide the training facilities, then there would clearly be a much greater risk of a loss or potential for making a profit, which is indicative of independent contractor status.

Remember, no one factor is determinative. However, unless a review of these factors indicates that a consultant is an independent contractor, the agreement must treat the consultant as an employee for tax withholding purposes.

5.5.4 Special tax rule for out-of-state consultants/contractors.

State law requires the County to withhold seven percent (7%) of all income paid to certain consultants/contractors (including corporations and other business entities) who do not “reside” in California (~~Revenue and Taxation Code, RTC~~ section 18662; California Code of Regulations, title 18, sections 18662-1 to 18662-14). ~~Those provisions, however, do not apply if the total amount paid for work or services in a given year is less than \$1,500.~~ The provisions also do not apply if the consultant is: a corporation with a principal place of business in California; a

partnership with a permanent place of business in California; or a corporation qualified through the Secretary of State to do business in California.

~~The~~A nonresident consultant can apply to the State of California Franchise Tax Board (“FTB”) for a waiver of this withholding requirement. An FTB withholding waiver will generally be granted when the nonresident consultant has a current history of filing State of California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which the consultant can fax to the FTB at (916) 845-4831. Be sure to use the correct language for out-of-state contractors in the paragraph of Section 9, entitled *Employment Status of Consultant* of the ~~standard personal services agreement~~ (Attachment Personal Services Agreement (ATTACHMENT B)).

The department negotiating the agreement is responsible for determining whether this rule applies to a consultant. In addition, the department should not shorten the standard time period of 30 calendar days for paying an out-of-state consultant after receiving the consultant’s/contractor’s invoice without prior approval of the Auditor-Controller.

5.6 Who has authority to execute (sign) personal services agreements on behalf of the County.

~~_____~~ The Board of Supervisors has delegated limited authority to the ~~County Executive Officer~~CEO, as the County’s Purchasing Agent, and ~~department heads~~Department Heads to execute (sign) personal services agreements. There are a number of conditions that must be met before this delegated authority can be exercised. It is important that the department correctly identify who will sign the agreement on behalf of the County; an agreement signed by a person lacking authority to sign will be void or voidable. ~~For the purposes of this Manual, to “execute” or “sign” an agreement also means to take other steps necessary to bring the agreement into effect (such as, for example, by pressing a key on a computer to “accept” the terms and conditions of a software licensing agreement or to access a web-based service [in such cases, always make a “hard copy” of the agreement and before clicking “accept” or “I agree” obtain written approval of County Counsel, the Risk Manager, and IT as may be required]).~~

This Manual uses term and compensation amounts involved as primary factors in determining delegation of signature authority. In addition, some agreements can be executed without review and approval by County Counsel and Risk Management. However, it is important to understand that the length of time a contract is in place or the amount of compensation involved

does not always reflect the actual risk involved. For example, an agreement to remove hazardous waste from a particular area might be of limited duration and be for a relatively small amount of compensation. However, the ramifications if there is a breach could be significant. The department should consider the potential risk involved in determining whether to proceed without County Counsel or Risk Management review.

5.6.1 Authority of the County Executive Officer.

Subject to Section 5.6.2, the ~~County Executive Officer~~CEO, as the County's Purchasing Agent, ~~and his/her designee(s), are is~~ authorized to sign, on behalf of the County, personal services agreements prepared by County departments *without prior approval of ~~the~~ County Counsel and ~~the County~~ Risk Manager* as long as all of the following criteria are met unless specifically required as set forth below:

- ◆A. The non-revenue agreement is primarily for personal services rather than the purchase of goods (although the agreement can provide for incidental purchases, such as the purchase of training materials).
- ◆B. The agreement is for a term of no more than a total of three years (for example, a one-year initial term and a maximum of two one-year extensions/renewals of the initial term exercisable by the County or automatic). ~~However, and notwithstanding anything in this Section 5.6 to the contrary, upon approval by IT as required, the County Executive Officer may sign or electronically "sign," or authorize a department head to sign or electronically "sign" agreements that are limited to one or more of the following services:~~
 - ~~———— (1) —Teleconferencing or Videoconferencing services,~~
 - ~~———— (2) —Computer and related equipment software licenses, support and/or maintenance services,~~
 - ~~———— (3) —Computer and related equipment hardware support and/or maintenance services,~~
 - ~~———— (4) —Electronic filing services,~~
 - ~~———— (5) —Database Access and Confidentiality agreements.~~

~~If the above referenced agreement or license contains any other minor IT-related services, upon concurrence of the County Information Officer and the County Executive Officer, the signing authority exemption may also be applied to the agreement or license.~~

~~If the above referenced agreement or license is retroactive C. the term (duration) of the agreement or license cannot exceed three years and the total compensation for the agreement or license cannot exceed \$50,000.~~

~~If the above referenced agreement or license term (duration) of the agreement or license exceeds three years, the annual (each consecutive twelve month period) compensation cannot exceed \$5,000 and the agreement or license cannot be retroactive.~~

- Total compensation, including reimbursable costs, over the entire term of the agreement, will not exceed \$50,000. ~~This compensation limit applies both when the County is paid for providing work or a service, as well as when the County pays for work or a service.~~ (See also Section 5.6.4 pertaining to the authority of ~~department heads~~ Department Heads to sign certain agreements.)
- D. Current year compensation is already budgeted for in the department's current budget or the preliminary budget.
- E. To the knowledge of the ~~County Executive Officer~~ CEO, the consultant is not a current County employee; not the spouse, registered domestic partner, or dependent of a current County employee; and the consultant is not related to any person employed in the department for which the work or services will be performed, or after consultation with County Counsel, it is determined that the relationship is so remote as to not affect the validity of the agreement.
- F. The format and language of the agreement conform exactly to the format attached to this Manual as the Personal Services Agreement (ATTACHMENT B-). If the format and language of the agreement do not conform exactly to the language and format of the Personal Services Agreement (ATTACHMENT B-), and/or any references to Health

Insurance Portability and Accountability Act (HIPAA) or Health Information Technology for Economic and Clinical Health Act (HITECH) are included in the agreement, the ~~County Executive Officer~~CEO may nevertheless sign the agreement so long as it has the prior approval of ~~the~~ County Counsel and the County Risk Manager and otherwise meets the criteria of this Section 5.6.

 If only the insurance clause in the agreement varies from the insurance clause language in the Personal Services Agreement (ATTACHMENT B);, the ~~County Executive Officer~~CEO may sign the agreement if the County Risk Manager also approves it and the rest of the agreement conforms exactly to the Personal Services Agreement (ATTACHMENT B); approval of County Counsel is not required. ~~If the indemnification clause varies from the language in ATTACHMENT B, the County Executive Officer may sign it, but both the Risk Manager and County Counsel must also approve the agreement. Under the foregoing circumstances, the department should insert an “approved as to form” signature block for County Counsel and/or an “approved” signature block for the Risk Manager (as appropriate), as well as a signature line for the County Executive Officer.~~

 ~~If the indemnification clause varies from the language in the Personal Services Agreement (ATTACHMENT B), the CEO may sign it, but both the County Risk Manager and County Counsel must also approve the agreement.~~

Notwithstanding the foregoing delegation of authority, the ~~County Executive Officer~~CEO may decline to execute any agreement that the ~~County Executive Officer~~CEO believes should be presented to the Board of Supervisors:

~~Furthermore, and notwithstanding any other provision of this Section 5.6, the or where the CEO believes that review by County Executive Officer may also approve a claim for~~

~~services of \$5,000 or less without a formal agreement (Administrative Policy 2-201). Counsel and/or the County's Risk Manager is appropriate.~~

5.6.2 Agreements requiring special handling.

Certain agreements require special handling:

- A. Agreements for legal services. Agreements for legal services can only be signed by the Board of Supervisors, no matter how minimal the compensation, and requires a 4/5 vote by the Board (pursuant to GC section 25203).
- B. Agreements for the construction or remodeling of, or modifications to, County-owned or County-leased buildings. A "public works contract" must be used to obtain these types of services. (See Chapter 6.0 for delegated authority in connection with public works contracts.)
- C. Agreements for the installation or maintenance of security or alarm systems or the maintenance, cleaning, or repair of County-owned or County-leased buildings. These agreements must be processed by Facilities Management (not by individual ~~department heads~~ Department Heads). They are signed by the Director of Public Works, the ~~County Executive Officer~~ CEO, or the Board of Supervisors, as appropriate. Department Heads are authorized to sign municipal alarm system (fire or burglar) monitoring permit application agreements without County Counsel, the County Risk Manager, or CEO approval.
- ~~Agreements for weed and pest control spraying or eradication must be reviewed by the Agricultural Commissioner. The Agricultural Commissioner (but not other department heads) may sign certain standard eradication agreements with compensation of less than \$10,000. (See Section 5.6.4.)~~
- D. Agreements for the rental of vehicles. Individual vehicle rental agreements with a County authorized vehicle rental agency may be signed by authorized personnel traveling on County related business. Invoices are received in

and approved by the Department of Support Services, Purchasing Unit and then forwarded onto the appropriate department for payment. No individual vehicle rental may exceed \$5,000 without the approval of the Purchasing Unit. Any vehicle rentals that qualify as Aggregate Rental Agreements shall be subject to Section 3.2 of ~~the Contracts~~this Manual. (See also the Shasta County Personnel Rules, Chapters 20, 33, and Administrative Policy 8-103, Section ~~B.14~~C.15 regarding vehicle rentals.)

- ◆E. Leases of buildings or real property are ordinarily processed by the ~~County Administrative Office~~CAO and are signed by the Board of Supervisors. However, the ~~County Executive Officer~~CEO (not ~~department heads~~Department Heads) may sign leases, where the County is the tenant, if the monthly rent does not exceed \$7,500 and other conditions are met. (See Section 4.2.)
- ◆F. Agreements for the purchase of goods, including capital assets. (See Chapter 2.0.)—
- ◆~~G. Agreements for computer-related services or products must be approved in advance by IT. They are then signed by the department head or County Executive Officer, or are approved by the Board of Supervisors, as appropriate. The County Executive Officer may authorize the department head of a department purchasing computer software to accept the licensing provisions. (See Section 2.5.3.)~~
- ◆ Agreements for services or goods, or short-term rentals, related specifically and solely to the investigation, prosecution, or defense of a specific crime or crimes, may be drafted and executed by the Sheriff, District Attorney, or Public Defender, in accordance with Resolution No. ~~2005-148. With the prior authorization of the County Executive Officer or his/her designee(s), such agreements may also be drafted and executed by the attorney or law firm providing conflict indigent criminal defense services.~~2005-148.
- ◆~~The Health and Human Services Agency may draft personal services agreements that do not state a compensation maximum, for certain services.~~

~~Those agreements must be signed by the Board of Supervisors. (See item <8> of Section 5.17)~~

- ~~H.~~ Retroactive agreements. (See Sections 5.2 and 5.6.1)
- ~~I.~~ Agreements with a term in excess of three years. (See Section 5.6.1)
- J. Aggregate agreements. (See Section 5.9)

5.6.3 Authority of ~~department heads~~Department Heads to sign personal services agreements.

County ~~department heads~~Department Heads, as the designees of the ~~County Executive Officer~~CEO/Purchasing Agent, are authorized to draft and sign personal services agreements without prior approval of the ~~County Executive Officer~~CEO, County Counsel, and the County Risk Manager as long as *all* of the criteria in Sections 5.6.1 and 5.6.2 are met, except that total compensation ~~(whether paid by the County or to the County),~~ including reimbursable costs, may not exceed \$10,000. However, if the agreement references HIPAA or HITECH, County Counsel approval as to form is required.

If any one of the criteria provided for in Sections 5.6.1 and 5.6.2 is not met, then the ~~County Executive Officer~~CEO or the Board of Supervisors must sign the agreement, as appropriate. However, if the only deviation from the standard language involves the insurance clause, the ~~department head~~Department Head may still sign the agreement if the County Risk Manager approves the agreement as modified; County Counsel and ~~County Executive Officer~~CEO approval are not required. If the only deviation from the standard language involves the indemnification clause, the ~~department head~~Department Head may still sign the agreement if both the County Risk Manager and County Counsel approve the agreement; approval by the ~~County Executive Officer~~CEO is not required.

Agreements that deviate from the standard format may be signed by ~~department heads~~Department Heads if the total compensation does not exceed \$10,000, the total term of the agreement does not exceed three years, ~~and~~ if County Counsel approves the agreement as to form and, if the deviation is from the standard insurance and indemnification provisions, the County Risk ~~Management~~Manager approves the agreement.

Department ~~heads~~Heads also have the authority to enter into and sign or electronically “sign”, without County Counsel or the County Risk ~~Management~~Manager review

and approval, standard extended warranties, extended service agreements, ~~or~~ extended maintenance agreements that are normally offered by a vendor when a product is purchased. For the purposes of this section, an extended warranty, extended service agreement, or extended maintenance agreement, is a prolonged warranty offered on items at the time of purchase. Extended warranties may be offered by the original retailer, the manufacturer, or third party. Section 2.5.5 grants ~~department heads~~ Department Heads the authority to sign and renew these types of agreements if the department makes the initial purchase using a purchase order, whereas this policy will allow departments to purchase these same types of agreements outside of the original purchase process. In order to qualify under this section; total compensation over the entire term of the agreement cannot exceed \$10,000; the agreement term may not be in excess of three years; and the agreement cannot be retroactive (see Agreements requiring special handling Section 5.6.2).

If County Counsel has approved as to form and the County Risk Manager has approved in advance an agreement format providing for group home, respite, 24-hour residential treatment facility, or day care services, the Department Head may sign these agreements if the maximum compensation does not exceed \$50,000 and the entire term of the agreement does not exceed three years.

Departments are prohibited from splitting or separating work or services into smaller units to evade the monetary or maximum term limitations.

~~Department heads are not authorized to sign aggregate personal services agreements (see Section 5.9).~~ See Section 5.11 regarding the procedures to be used when obtaining advertising spots or production services.

When drafting a personal services agreement, the ~~department head~~ Department Head or the department's contract administrator should follow the instructions at Section 5.16 ~~17~~. Those instructions are for the use of the ~~standard format personal services agreement~~ Personal Services Agreement (ATTACHMENT B).

5.6.4 Authority of County Executive Officer and ~~department heads~~ Department Heads to sign revenue agreements and other agreements.

The CEO has the authority to sign, without approval of County Counsel or the County Risk Manager as to form, revenue agreements, including retroactive, so long as: (1) the agreement is in the County's standard format; (2) compensation over the entire term of the

agreement (the base term plus any option terms) does not exceed a total of \$500,000 per fiscal year; and (3) the term of the agreement, including all authorized extensions or options, will not exceed five years. The CEO has the authority to sign revenue agreements meeting criteria (2) and (3) listed above that are not in the County standard format with the County Risk Manager approval and County Counsel approval as to form.

Notwithstanding the limitations set forth in Section 5.6.3., Department Heads also have the authority to sign, without the County Risk Manager approval and County Counsel approval as to form, revenue agreements, including retroactive, so long as: (1) the agreement is in the County's standard format; (2) compensation over the entire term of the agreement (the base term plus any option terms) does not exceed a total of \$100,000 per fiscal year; and (3) the term of the agreement, including all authorized extensions or options, will not exceed three years.

Department Heads have the authority to sign revenue agreements meeting criteria (2) and (3) listed above that are not in the County standard format with Risk Manager approval and County Counsel approval as to form. If you have any questions about how to convert the Personal Services Agreement (ATTACHMENT B) template from an expenditure agreement to a revenue agreement, contact you CAO analyst.

Notwithstanding the limitations set forth in Sections 5.6.1. and 5.6.3, the County Executive Officer and ~~department heads~~Department Heads also have the authority to sign, without County Risk Manager approval or County Counsel approval, those routine renewal agreements (which may be called a "memorandum of understanding," a "protocol,"²² an "order for services," or a "letter agreement"), which are drafted by the State of California or the federal government, for on-going payments to the County to provide continuous (not intermittent) state or federal services or programs, so long as: (1) the agreement is for payment to the County for on-going services and the Board of Supervisors has, in a previous year, approved the program; (2) compensation over the entire term of the renewal agreement (the base term plus any option terms) does not exceed a total of \$100,000 per fiscal year for Department Head authority and \$500,000 per fiscal year for CEO authority; (3) the term of the renewal agreement, including all authorized extensions or options, will not exceed three years; and (4) the anticipated revenue is budgeted; ~~and (5) the compensation has not increased or decreased more than 25 percent as compared to the previous agreement.~~ Because these state or federal services renewal agreements use the state's or federal government's contract formats, the ~~department head~~Department Head should

carefully review the agreement provisions to be sure they are not detrimental to the County, and that the department is able to comply with all the terms. The advice of County Counsel should be sought if the ~~department head~~Department Head has any question about the agreement language, or whether there is any concern regarding the ability to comply with all the terms of the agreement.

~~Notwithstanding~~Because the ~~limitations set forth~~County's standard format is not used in Section 5.6.3., ~~department heads also have~~these circumstances, the ~~authority~~Department Head should carefully review the agreement to ~~sign, with Risk Manager and~~ be sure its provisions are not detrimental to the ~~County Counsel review/approval as to form, routine renewal contracts, for on-going payments to the County to provide continuous (not intermittent) services or programs, so long as: (1) the contract is for payment to . If all the County for on-going services; (2) compensation over~~criteria in this paragraph are not met, the ~~entire term of the renewal contract (the base term plus~~agreement should be processed like any ~~option terms) does not exceed a total of \$100,000 per year; (3) the term of the renewal agreement, including all authorized extensions or options, will not exceed three years; (4) the anticipated revenue is budgeted; (5) the compensation has not increased or decreased more than 25 percent as compared to the previous contract; and (6) the contract is not for services rendered by the Opportunity Center.~~

~~Department heads~~other agreement. Department Heads are also authorized to sign, without County Counsel approval as to form, non-standard agreements ~~(which may be called a "memorandum of understanding," a "protocol," a "letter agreement," a "space lease," an "entrance fee agreement," or a "license")~~ by which the department undertakes promotional or educational activities (such as providing immunization or blood pressure clinics, or participating in a health fair, symposium, or parade, ~~or public program~~) in order to disseminate information or provide services directly to the general public at a location other than on County property. The ~~department head~~Department Head may sign such an agreement without County Counsel review, if only when: (1) the activity is connected with a routine department activity, function, or service; (2) the total amount payable by the County during the entire term of the agreement is clearly listed in the agreement and does not exceed \$3,000, and the department is not obligated to provide anything else of value as consideration; (3) the term of the agreement does not exceed ~~three years (or in the case of a "space lease" does not exceed one month);~~ and (4) ~~the~~ County Risk Manager approves the insurance and indemnification provisions or authorizes the waiver or absence of those

provisions. ~~Because the County's standard format is not used in these circumstances, the department head should carefully review the agreement to be sure its provisions are not detrimental to the County. If all the criteria in this paragraph are not met, the agreement should be processed like any other agreement. Note that department heads are not authorized to sign agreements for the purchase and/or distribution of promotional items such as tee shirts and coffee mugs. Those agreements require Board of Supervisors' approval or a specific delegation of authority by the Board of Supervisors as authorized by law. (See Section 2.2.)~~

Department ~~heads~~Heads also have the authority to sign renewal agreements not originally negotiated on a purchase order (see Section 2.5.5) for routine and ongoing maintenance and/or support for equipment submitted in non-standard format if: (1) the non-standard agreement was previously approved by County Counsel and the County Risk Management~~Manager~~; (2) language has not deviated from original agreement other than term dates and compensation; (3) compensation has not increased by more than 10% of the previous agreement's maximum compensation; (4) agreement term does not exceed three years; and (5) ~~agreement~~ does not exceed \$10,000 maximum compensation.

The Director of Public Works may sign state agreements to use California Department of Forestry and Fire Protection (~~"Cal Fire"~~)(CAL FIRE) inmates to perform brush clearing, litter removal, and other tasks. The Director of Public Works is also authorized to sign agreements with property owners for road or drainage work to be performed within County easements, and under which the owners would pay some or all of the cost of materials for the job, so long as the cost of the job does not exceed \$10,000, the term (duration) of the agreement does not exceed three years, and the Director of Public Works uses a standard agreement format pre-approved each year by County Counsel and the County Risk Manager.

_____ The Agricultural Commissioner is authorized to enter into similar agreements (i.e., less than \$10,000 and for a term of less than three years), using a standard agreement format pre-approved by County Counsel and the County Risk Manager, under which the property owners would pay for some or all of the project cost to eradicate noxious weeds or pests on public or private property. Agreements for weed and pest control spraying or eradication not executed by the Agricultural Commissioner must be reviewed by the Agricultural Commissioner and approved by County Counsel and the County Risk Manager.

The Director of Support Services is authorized to coordinate and administer all countywide intern and job trainee contracts, unless specifically delegated by the Director of Support Services. All intern and job trainee contracts must be reviewed and approved by County Counsel and the Director of Support Services. Only the CEO or the Board of Supervisors is authorized to sign intern and job trainee contracts; Department heads~~Heads do not have independent authority to approve these contracts. (See Administrative Policy 3-140).~~

Department Heads also have the authority to obtain ~~minor, one-time repair services for tools, office equipment, and~~repairs, upgrades, and servicing, including parts and labor and towing services, or equipment (including lab equipment), tools, vehicles, boats, heavy equipment, or other items of personal property, at a cost not to exceed \$~~25,000~~25,000 using a claim form. No ~~formal~~written agreement is required, even though personal services are being provided. ~~After the work is complete, the department must submit a claim to the Auditor-Controller for payment.~~

~~Department heads also have the authority to sign, without County Counsel or Risk Management approval, a simplified purchase order for services agreement for items specified in Administrative Policy 2-201. The purchase order for services form as well as the criteria for use is covered in the Administrative Policy 2-201.~~

~~The Fire Warden, Sheriff, and the Directors of Support Services, Public Health, and Public Works are authorized to obtain routine vehicle, boat, laboratory equipment, and heavy equipment repairs, upgrades, and servicing, including parts and labor, not to exceed \$5,000 per transaction, using a claim form. ((See Section 2.3 regarding authority to pay for upgrades for previously acquired vehicles, boats, and heavy equipment using a Blanket Purchase Order-)).~~

The County is required by law to provide comprehensive health care, dental care, and mental health services, hereinafter referred to as “medical care” to individuals detained in the custody of the Shasta County detention facilities. When catastrophic medical care costs exceed the limit in place on the contract with the contracted medical provider, the Auditor-Controller is authorized to pay invoices submitted for payment.

~~If a personal services agreement affects the County network or a County computer or is for a subscription to an online service, and if the subscription requires the installation of a browser or other software onto a County computer, IT must also approve the agreement. If the insurance clauses are modified, the Risk Manager must approve. If the indemnity clause is modified, both County Counsel and the Risk Manager must approve.~~

~~_____ The Chief Information Officer is authorized to sign or electronically “sign” or to delegate to County personnel the authority to sign or electronically “sign” end-user software license agreements without County Counsel or Risk Management review and approval.~~

~~Notwithstanding anything in this Section 5.6 to the contrary, the Chief Information Officer is also authorized to sign non-standard agreements for annual Maintenance and/or Support (also known as Maintenance/Support Agreements) without County Counsel and Risk Management review and approval if: (1) the annual Maintenance/Support Agreement renews or continues support or maintenance for existing County infrastructure software or hardware to ensure that such software or hardware remains operational and in compliance; (2) the cost of such annual maintenance or support agreement does not exceed \$50,000 and is budgeted within an IT Cost Center; and (3) the term of the agreement, including all authorized extensions or options, will not exceed three years. With respect to the term “Maintenance/Support Agreement” and for purposes of this section, (a) the terms maintenance and support, as those terms are defined within the IT industry, are used interchangeably; (b) the terms “Support” and “Maintenance” generally mean and include technical Information Technology assistance and services rendered to the County by a vendor or third party with respect to a specific information technology product, hardware, or software. Such support or maintenance may be performed on-site or remotely; may include advanced replacement of hardware; may include preventative measures and practices to prevent product or services failures; and may include other similar services and measures intended to extend the useful life and benefit of equipment and IT products or services.~~

~~_____ The Health and Human Services Agency Director may execute County standard revenue agreements and non-standard revenue agreements, including retroactive (a maximum of 45 days), for personal services rendered by the Opportunity Center to private businesses and governmental entities, provided the contract will not exceed \$10,000 annually. Notwithstanding Section 5.6.1, those contracts, including those retroactive beyond 45 days, that will not exceed \$50,000 annually may be signed by the County Executive Officer; the Board of Supervisors must approve and execute any such contracts with higher compensation. Those contracts for services which are based on a “per piece” or “per unit” basis, where the annual aggregate total cannot be ascertained in advance, shall be executed by either the Health and Human Services Agency Director, or by the County Executive Officer at the Health and Human Services Agency Director’s discretion. The County Executive Officer shall be advised in writing of any “per piece” or “per~~

~~unit” contract executed by the County Executive Officer which ultimately exceeds \$10,000 annually. The Board of Supervisors shall be advised in writing of any “per piece” or “per unit” contract which ultimately exceeds \$50,000 annually. All forms used for Opportunity Center employment contracts shall be reviewed and approved by County Counsel as to form prior to their use and shall contain a clause allowing the County to cancel the contract by giving 30 days’ written notice.~~

_____The Chief Probation Officer is authorized to sign agreements with other counties to place youth at facilities located in California, using an agreement format approved by County Counsel ~~and the County Risk Manager. The CEO, or his/her designee, is authorized to sign agreements to place other California counties’ juvenile court wards at the Shasta County Juvenile Rehabilitation Facility, using an agreement format that is substantially similar to the agreements approved by the Board on August 23, 2016, so long as they are approved by County Counsel and the County Risk Manager.~~

The Health and Human Services Agency (HHSA) Director ~~or his/her designee~~ any HHSA Branch Director as designated by the HHSA Director may execute prospective and retroactive (a maximum of 45 calendar days) County standard agreements and non-standard agreements, with County Counsel and the County Risk Management Manager approval, to provide specialty mental health services for Shasta County foster care youth, adoptive youth, or Kin-GAP (Kinship Guardianship Assistance Payment Program) youth who reside outside of Shasta County, provided the contract will not exceed \$50,000 and provided it does not exceed one year in duration.

The ~~Health and Human Services Agency~~ HHSA Director, or ~~his/her designee~~ any HHSA Branch Director as designated by the HHSA Director, may sign work experience/community services agreements for CalWORKs participants that use a format approved by County Counsel.

The HHSA Director or the Public Health Branch Director is authorized to obtain, and pay for by claim, laboratory testing for specimens for the purpose of providing treatment to an individual patient or to investigate an outbreak of disease.

The County Counsel is authorized to sign agreements, without the County Risk Manager’s approval, by which County Counsel provides legal services to special districts within Shasta County or to joint powers agencies of which the County is a member. The County Counsel is also authorized to sign agreements or submit requests for payment, without the County Risk

Manager's approval, for expenditures related to civil or administrative proceedings, provided total compensation for each agreement or claim does not exceed \$10,000 and the agreement is for a term of no more than a total of three years. Such expenditures may include, but are not limited to, service of process fees, expert witness fees and expenses, investigator or interpreter fees and expenses, laboratory fees, transcription and copying fees, and the costs for any other litigation-related service or item.

Regardless of who is authorized to sign an agreement, the ~~department head~~Department Head retains the principal responsibility for negotiating and drafting the agreement, and monitoring the consultant's/contractor's performance. While not *required*, use of the standardized Personal Services Agreement (ATTACHMENT B) format ~~contained in ATTACHMENT B~~ is *highly recommended*. This will greatly simplify the review process.

If the Board of Supervisors has delegated signing authority to a ~~department head~~Department Head and/or the CEO to execute an agreement or amendment to an agreement, the ~~department head~~Department Head must still comply with the provisions of this Manual, and shall forward a copy of the agreement or amendment to the Clerk of the Board within 10 calendar days of execution, and note the Board meeting date the authorization was approved.

~~5.6.5 Modification of formats by County Counsel.~~

~~County Counsel is delegated the authority to modify the standard form documents set forth~~

5.6.5 Information technology-related agreements.

Notwithstanding anything in this Manual if Section 5.6 to the contrary, upon approval by the Information Technology Department (IT) as required, the modification is designed to comply with changes in law (whether statutory or case law), regulations, electronically "sign," or policies imposed by CEO may sign or case law), regulations, electronically "sign," or policies imposed by authorize a government agency with which Department Head (and in letter E below, also the County contracts (e.g., if the State of California requires a change Health Officer) to sign or electronically "sign" agreements that are limited to certain contractual provisions). This delegation applies one or more of the following services:

A. Teleconferencing or Videoconferencing services.

B. Computer and related equipment software licenses, support and/or maintenance services.

- C. Computer and related equipment hardware support and/or maintenance services.
- D. Electronic filing services (such as the Netfile system in which Form 700s are filed with the Fair Political Practices Commission).
- E. Database Access agreements (such as Westlaw or LexisNexis in which only data or information is accessed), these agreements are also sometimes referred to as data application agreements, data user agreements, application to purchase data files, data custodian agreements, request for data, or data sharing agreements.

If the above-referenced agreement or software license contains any other minor information technology-related services, upon concurrence of the County Information Officer (CIO) and the CEO, the signing authority exemption may also be applied to the agreement or license.

If the above-referenced agreement or license is retroactive, the term (duration) of the agreement or license cannot exceed three years and the total compensation for the agreement or license cannot exceed \$50,000.

If the above-referenced agreement or license term (duration) of the agreement or license exceeds three years, the annual (each consecutive twelve-month period) compensation cannot exceed \$5,000 and the agreement or license cannot be retroactive.

Agreements for computer-related services or products must be approved in advance by IT. ~~all standard form documents set forth in this Manual.~~ They are then signed by the Department Head, CEO, or are approved by the Board of Supervisors, as appropriate. The CEO may authorize the Department Head of a department purchasing computer software to accept the licensing provisions. (See Section ~~2.5.18~~ regarding 3.)

Online Hosted Services Agreements and Agreements for Services Requiring an Online Approval Process. This type of agreement is an agreement whereby Terms and Conditions (T&C) must be accepted online usually by clicking on an “I Agree” button. The service is obtained and provided completely online. The T&Cs cannot be negotiated and the vendor will not agree to use the County’s Personal Services Agreement (**ATTACHMENT B**). Usually there are no indemnity or insurance protections for the County, the term of the agreement is evergreen, and there is no compensation. If the department wants to process an online hosted service agreement

whereby the County Counsel's purchasing services, i.e., there is compensation to the vendor, then the department must adhere to the signature authority to draft specialized contract formats for certain requirements delineated in this chapter of the Manual.

The process to obtain approval for non-compensated online hosted services agreements is as follows:

(1) The department contact downloads and prints all T&Cs for the online hosted services provider, including all T&Cs for privacy, security, trademarks, etc. The department must ensure they have captured every T&C before proceeding to the next step; (2) The department contact provides the T&Cs to the CEO's designee, along with a department justification for use of and benefit to the department and the County regarding the use of the online hosted services; (3) If the CEO's designee approves, then the department contact provides the T&Cs and department justification to the CIO for Information Technology review and approval; (4) If the CIO approves, then the department contact provides the T&Cs to County Counsel and the County Risk Manager for their review and approval; (5) If the Chief Information Officer, County Counsel, and the County Risk Manager all approve the T&Cs, then the department contact provides the final T&Cs and all comments and approvals from the Chief Information Officer, County Counsel, and the County Risk Manager to the CEO designee for final approval; (6) If the online hosted services agreement receives final approval from the CEO's designee, then the department is responsible to ensure the department is fully complying with the T&Cs and must notify the CEO's designee if there are changes to the T&Cs. If the T&Cs change significantly, then the department contact may be required to start this process over again in order to continue to use and access the online hosted services; and (7) If the CEO approves the department's use of and access to an online hosted service agreement, then the Department Head is also approved to authorize select staff (this approval should be documented) to electronically accept (i.e., click 'yes', 'I agree', or 'I accept') the online T&Cs. If the online hosted service is not unique to one department, and could be useful to all departments→ (such as Shutterstock[®]), as determined by the CEO, then these approved online hosted services T&Cs may be added to the IT Intranet page indicating approval for use by all departments. If and when the online T&Cs change, the process listed above in steps 1 through 7 must be repeated, regardless if the online hosted service is used by one department or is used countywide.

———For the purposes of this Manual, to “execute” or “sign” an agreement also means to take other steps necessary to bring the agreement into effect, such as, for example, by pressing a key on a computer to “accept” the terms and conditions of a software licensing agreement, online hosted service, or to access a web based service. In such cases, always make a “hard copy” of the agreement and before clicking “accept” or “I agree” obtain written approval of County Counsel, the County Risk Manager, IT, and the CEO, as may be required.

Department Heads are authorized, with advance approval from the CIO, to obtain minor, one-time services for information technology-related software and hardware fixes, patches, adjustments, remedies, or repairs, at a cost not to exceed \$5,000. No written agreement is required, even though personal services are being provided. After the work is completed, the department must submit a claim to the Auditor-Controller for payment; the claim form must indicate IT’s approval.

If a personal services agreement affects the County network, a County computer or network-connected device, or is for a subscription to an online service (this does not include online hosted services), and if the subscription requires the installation of a browser or other software onto a County computer or network-connected device, IT must also approve the agreement. If the agreement is not in the Personal Services Agreement (Attachment B) format or the insurance clauses are modified, the County Risk Manager must approve. If the indemnity clause is modified, both County Counsel and the County Risk Manager must approve.

The CIO is authorized to sign or electronically “sign” or to delegate to County personnel the authority to sign or electronically “sign” end-user software license agreements without County Counsel or the County Risk Manager’s review and approval.

Notwithstanding anything in this Section 5.6 to the contrary, the CIO is authorized to sign non-standard agreements for annual Maintenance and/or Support (also known as Maintenance/Support Agreements) without County Counsel and the County Risk Manager’s review and approval if: (1) the annual Maintenance and/or Support Agreement renews or continues support or maintenance for existing County infrastructure software or hardware to ensure that such software or hardware remains operational and in compliance; (2) the cost of such annual maintenance or support agreement does not exceed \$50,000 and is budgeted within an IT Cost Center; and (3) the term of the agreement, including all authorized extensions or options, will not exceed three years. With respect to the term “Maintenance and/or Support Agreement”

and for purposes of this section, (a) the terms “Maintenance” and “Support”, as those terms are defined within the information technology industry, are used interchangeably; (b) the terms “Maintenance” and “Support” generally mean and include technical information technology assistance and services rendered to the County by a vendor or third party with respect to a specific information technology product, hardware, or software. Such support or maintenance may be performed on-site or remotely, may include advanced replacement of hardware, may include preventative measures and practices to prevent product or services failures, and may include other similar services and measures intended to extend the useful life and benefit of equipment and information technology products or services.

5.7 The consultant’s signature.

The department must ~~ordinarily~~ obtain the signature of the consultant (or the officers of the consultant) before the agreement is signed by the County (whether by the Board of Supervisors, CEO, or Department Head), unless the consultant provides a compelling reason not to sign prior to County ~~Executive Officer, or department head~~). For agreements that are to be approved by the Board of Supervisors, the department can attach ~~to the Board Report faxed~~ copies of the agreement with the consultant to the Board Report in the County’s Board Report/agenda online management system, so long as the original is received and forwarded to the Clerk of the Board ~~before the Board meeting~~ (and it is exactly the same original attached to the Board Report in County’s Board Report/agenda online management system) by the deadline imposed by the Clerk of the Board or the department provides an explanation at the Board meeting, satisfactory to the Board, as to why the original signature could not be provided prior to the Board meeting.

In some circumstances, agreements with state or federal agencies must first be signed by the County’s duly authorized representative(s). In these circumstances, it is the department’s responsibility to forward a signed original to the Clerk of the Board or the ~~County Executive Officer~~ CEO within 10 calendar days of department’s receipt of the agreement that has been executed by the representative(s) of the state or federal agency.

There are special signature requirements when the consultant is a corporation, limited liability company, or a partnership. (See item <21> of Section 5.17) — In addition, although not recommended, agreements may be signed in counterpart (that is, there may be two “originals” of the agreement, with the County’s signature on one and the consultant’s/contractor’s signature on the other) provided the agreement includes a provision permitting counterpart signatures.

5.8 ~~Personal services agreements with compensation of more than \$50,000.~~

~~Except as provided in Section 5.6, all personal services agreements under which the County or the consultant is paid more than \$50,000, and all agreements which do not state a compensation maximum, must be approved by the Board of Supervisors (Shasta County Code, Section 3.04.010). These agreements must be reviewed by the Risk Manager, County Counsel, and County Administrative Office staff before they are submitted to the Board of Supervisors.~~

~~County Counsel may take an active role, together with the department head, in drafting and/or negotiating those agreements that require approval by the Board of Supervisors. These agreements ordinarily use the same clauses that are contained in the standard format Use of personal services agreement review/approval (ATTACHMENT B). Use of the standardized clauses found in the standard format agreement is *highly recommended* because those clauses protect the County against liability and expedite County Counsel review. H.~~

~~In addition, it is recommended that departments~~Departments shall use the ~~optional~~ Request for Personal Services Agreement Review/Approval ~~form found at~~ (ATTACHMENT H) form either in digital or hard copy when seeking review by County Counsel, the County Risk Manager, and/or IT. Provide the completed Request for Personal Services Agreement Review/Approval (ATTACHMENT H) to your CAO analyst when requesting any reviews unless other arrangements have been made. The ~~form~~Personal Services Agreement Review/Approval (ATTACHMENT H) provides an easy checklist for the information County Counsel ~~looks and~~ the County Risk Manager look for when reviewing agreements. Departments shall use the Request for Personal Services Agreement Review/Approval (ATTACHMENT H) form as a cover sheet when submitting hard copy agreements to County Counsel, the County Risk Manager, or IT for signature. Departments shall use the Request for Personal Services Agreement Review/Approval (ATTACHMENT H) as a cover sheet when submitting agreements to the CAO for the CEO's consideration of signing. A Word® version of the ~~form~~document can be obtained from the County's Intranet. ~~—The Request for Personal Services Agreement Review/Approval (ATTACHMENT H) form can be modified to add fields but current fields may not be modified or deleted.~~

5.9 Aggregate personal services agreements.

An "aggregate personal services agreement" commits a consultant to perform a series of related services during the term of the agreement for a set hourly or unit price, if and when called

upon to do so by a ~~department head~~Department Head. Examples include agreements for pest control services, property appraisals, ~~or~~ laboratory services, or maintenance of equipment. If the stated maximum compensation payable under an aggregate personal services agreement over its entire term (not to exceed three years) does not exceed \$10,000, the Department Head may sign the agreement, or, if it does not exceed \$50,000, the ~~County Executive Officer~~CEO, as Purchasing Agent, may sign the agreement. The agreement may be negotiated by the department and the Purchasing ~~Division~~Unit, with the assistance of County Counsel as requested.

In order to ~~determine whether the County Executive Officer may sign~~confirm who has signature authority for an aggregate personal services agreement, the department must check ~~with the Auditor-Controller's Office~~in the County's financial management system to see if the consultant is currently under an agreement with the County for similar services; ~~if so, and the combined compensation for all of the agreements could exceed \$50,000, an amendment (Purchasing Unit can assist in determining whether the services are similar or a new aggregate agreement must be approved by the Board of Supervisors-not).~~

As with other agreements, the department administers the aggregate agreement. If the ~~County Executive Officer~~Department Head signed the aggregate agreement, it is essential that the compensation not exceed ~~\$50,000-10,000 for all the services provided to the County~~. If it appears that total compensation will exceed \$10,000, an amendment to the aggregate agreement must be prepared for approval by the CEO or Board of Supervisors as required. If the CEO signed the aggregate agreement, it is essential that ~~amount~~the compensation not exceed \$50,000 for all the services provided to the County. If it appears that total compensation will exceed \$50,000, an amendment to the aggregate agreement must be prepared for approval by the Board of Supervisors.

If the aggregate contract is a public works contract -- for example, if the contract is with a contractor to perform minor alterations or repairs to County buildings as requested during the year -- ~~the~~the rules for public works contracts in Chapter 6.0 must be followed.

5.10 Personal property maintenance agreements.

As used in this section, a "maintenance agreement" is a personal services agreement for labor and materials necessary to properly maintain specified equipment, vehicles, or other personal property owned or used by the County. Although agreements for the maintenance of personal property are a type of personal services agreement, they are processed differently from other personal services agreements.

~~Maintenance~~All maintenance agreements are negotiated by the Purchasing ~~Division~~Unit, usually at the time the equipment, vehicle, or personal property is purchased or rented. If the maximum compensation for labor and materials exceeds \$50,000, the maintenance agreement must go to the Board of Supervisors for approval; if it is \$50,000 or less, the ~~County Executive Officer may sign it.~~CEO may sign it; if it is \$10,000 or less, the Department Head may sign it. County Counsel, the County Risk Manager, and the Purchasing Unit must sign these agreements. To calculate the dollar amount of the maintenance agreement, the face value of the maintenance agreement should be added to the actual or projected cost of any necessary materials that the County will be required to purchase. If no flat dollar amount is stated in the maintenance agreement -- for example, if maintenance is on an "as needed" basis for an hourly rate plus the cost of materials -- then the Purchasing ~~Division~~Unit or the ~~department head~~Department Head should estimate the annual cost of the maintenance agreement to determine which procedures apply and include "not to exceed" compensation language.

In addition, see Section 2.5.5, which allows a ~~department head~~Department Head to obtain maintenance and/or support services by way of a Purchase Order (without a separate personal services agreement), under specified circumstances.

Note that "maintenance" is not the same as "repair." Department ~~heads~~Heads may obtain minor repair services for County tools and equipment without a formal agreement. Section 5.6 describes the procedures. See Section 5.6.4 also regarding the authority of certain ~~department heads~~Department Heads to pay for repairs to vehicles, boats, and heavy equipment using a request for payment form.

The procedures in Chapter 6.0 must be followed for the repair of publicly owned, leased, or operated buildings or structures -- including the repair of equipment, such as heating, ventilation, and air conditioning ("HVAC") systems, that are fixtures. Also, see Section 5.6.2 regarding the requirement that agreements for the maintenance, cleaning, or repair of County-owned or leased buildings be processed through Facilities Management.

5.11 Agreements for advertising space or services.

~~Section 26227 of the~~ Government Code section 26227 allows a county to expend money from the general fund in order to meet the social needs of the population of a county in a variety of areas, including the areas of health, law enforcement, public safety, and welfare; this statute ~~impliedly authorizes~~indicates authorization of expenditures for advertising the activities and

programs of the County. In addition, GC section 26109~~-of the Government Code~~ allows a board of supervisors, by ordinance, to regulate the sale of advertising space on a county's real or personal property for the sole purpose of raising revenue; however, the Shasta County Board of Supervisors has not adopted such an ordinance.

~~_____ The following may be procured without requiring a Purchase Order or contract:~~

- A. The Department of Support Services may purchase advertising space, in any medium, for the recruitment of ~~employees, under a Blanket Purchase Order or by request for payment form. employees~~A.
- B. The Department of Public Works may publish any notice or solicitation related to the normal and customary functions of the department (such as bid solicitations or notices of public ~~hearings) under a Blanket Purchase Order or by a request for payment form. hearings~~B).
- C. ~~—The Clerk of the Board may publish normal and customary notices of public hearings, summaries of ordinances and the like, either by use of a Blanket Purchase Order or by a request for payment form. like~~C.

The Department of Resource Management may publish normal and customary public notices relating to its land use planning function,~~by use of a Blanket Purchase Order or by a request for payment form.~~

~~_____ The Auditor-Controller shall process any of the foregoing claims without requiring a Purchase Order or contract.~~

~~_____ In addition to the foregoing, any department head~~ Department Heads may purchase advertising space in newspapers, magazines, or other periodic media, or on billboards, or may purchase radio or television "air time,"~~if the advertising;~~ and authorize payments for the drafting, set-up, and printing of brochures, flyers, mailers, or similar documents which are needed for advertising that is normal and customary for that department, or is part of a media campaign previously approved by the Board of Supervisors. The department is not required but may use a ~~request for payment form or an informal~~ Purchase Order if the cost is \$2,000 or less, ~~and must but~~ is required to use a formal Purchase Order if over \$2,000 but \$10,000 or less. Purchases of advertising space or airtime of more than \$10,000 must be approved by the ~~County Executive Officer, and by the Board of Supervisors if \$50,000 or more, CEO,~~ and require a formal written

~~agreement; however, if the duration exceeds three years, or the compensation is \$50,000 or more, approval by the Board of Supervisors is required.~~

If an advertising consultant insists on execution of an agreement (in addition to a County Purchase Order) for the purchase of advertising space or time when the cost is \$10,000 or less, and if the advertising consultant's agreement is not in the County's Personal Services Agreement (ATTACHMENT B) standard format ~~(ATTACHMENT B)~~, then the agreement must be signed by the ~~County Executive Officer~~ CEO or be approved by the Board of Supervisors (depending upon the amount of the agreement and its duration), and be approved as to form by County Counsel and ~~Risk Management.~~ approved by the County Risk Manager. This will be considered a purchase of goods, rather than the purchase of services.

~~Department heads may also authorize payments for the drafting, set up, and printing of brochures, fliers, mailers, or similar documents which are needed for the normal and customary activities of the department, or are part of a Board of Supervisors approved publicity campaign, by using a request for payment form if \$2,000 or less, or by Purchase Order if more than \$2,000. This will be considered a purchase of goods, rather than the obtaining of services.~~

~~Department heads~~ Department Heads are authorized to sign personal services agreements for the production of radio and television advertising, so long as the County's ~~standard personal services agreement format~~ Personal Services Agreement (ATTACHMENT B) format is used, the advertising is for a non-controversial program or service, and Section 5.6 is otherwise followed. Department ~~heads~~ Heads should discuss a proposed advertising campaign with the ~~County Executive Officer~~ CEO if there are any questions about whether the advertisement would be considered controversial or inappropriate by members of the public. Agreements for advertising must be signed by the ~~County Executive Officer~~ CEO if total compensation is above \$10,000 and \$50,000 or less; (and the duration is three years or less), or must be ~~approved~~ signed by the Board of Supervisors ~~(if over \$50,000).~~

~~It is not permissible for departments to allow a vendor or consultant to use the County seal.~~

5.12 HIPAA and Business Associate Agreements.

Public Law 104-191, the 1996 Health Insurance Portability and Accountability Act ("HIPAA"), updated in 2013 with the Omnibus Final Rule, promulgated by the federal Department of Health and Human Services (45 Code of Federal Regulation (CFR) Parts 160, 162, and 164), and the Health Information and Technology for Economic and Clinical Health Act of

2009 (“HITECH”), and the regulations adopted pursuant thereto, impose a comprehensive approach to ensuring the privacy and security of protected health information (“PHI”) and electronic protected health information (“EPHI”).

Pursuant to HIPAA, certain county departments, or parts thereof, have been designated by the Board of Supervisors as “designated covered components” of the County (see Administrative ~~Policies~~Policy 8-400-~~and 8-410~~), because they provide health care services or closely support the provision of health care. HIPAA requires that agreements with “business associates” of the County’s “designated covered components” contain certain provisions so as to ensure the privacy and security of PHI and EPHI. Such agreements (called “Business Associate Agreements”) must prescribe how PHI and EPHI will be used and disclosed and must provide assurance that the County’s business associate will protect PHI and EPHI. Depending upon the nature of a particular agreement, the County’s “designated covered components” may be required to include the standard Business Associate Agreement as an addendum to agreements they prepare. The addendum is attached to this policy as Addendum to Contract/Agreement (HIPAA Business Associate Agreement) (ATTACHMENT D-). Additionally, non-covered components may be asked to become a ~~Business Associate~~business associate of a contractor. All departments should consult with County Counsel whenever a question arises as to whether a Business Associate Agreement addendum is required and/or HIPAA or ~~Health Information Technology for Economic and Clinical Health~~-HITECH is referenced in the agreement. All agreements referencing HIPAA or HITECH must be reviewed and approved as to form by County Counsel regardless of whether the agreement includes a Business Associate Agreement addendum ~~is attached~~attachment.

5.13 Reporting of payments made to sole proprietors.

State law requires the County to report to the Employment Development Department (“EDD”) payments to “individual service providers” (i.e., sole proprietors) of \$600 or more during any calendar year, so that the state can locate parents who owe child support. (Unemployment Insurance Code, section 1088.8)

It is the obligation of each department that administers an agreement to make a report to EDD at any time the department believes that total payments by the County (including payments made through another department of the County) to a sole proprietor may exceed \$600 in any calendar year. The department may contact the Auditor-Controller or search for the information in the County’s financial management system to determine if the consultant has agreements

through other departments. This reporting requirement applies to only those consultants who are individuals or sole proprietors; it does not apply to persons employed by a corporation, partnership, or limited liability company.

Reports must be made, using form DE542, within 20 days of entering into any agreement that would bring the County's payments to the consultant to over \$600 in any calendar year. Each new agreement with the same consultant (if the agreement will exceed \$600 in a calendar year) must be reported. The report forms can be obtained from the EDD at 888-745-3886 —(toll free) or at www.edd.ca.gov. Submit one copy to EDD and one copy to the Auditor-Controller.

In order to properly fill out the report form, the department will need the consultant's/contractor's social security number and street address (not post office box). This information should be obtained before the agreement is finalized.

5.14 Inter-department agreements/memoranda of understanding.

The state or federal government will occasionally require two or more County departments to enter into an "agreement," "contract," or "memorandum of understanding" in order to transfer funds between the departments or to memorialize the County's commitment to undertake certain multi-department functions. There may also be other reasons why two or more County departments wish to enter into an "agreement," "contract," or "memorandum of understanding" with each other. Because these "agreements," "contracts," and "memoranda of understanding" are not true contracts (because there is only one party, the County) ~~department heads~~Department Heads and the ~~County Executive Officer~~CEO may jointly sign any of these "agreements," "contracts," or "memoranda of understanding," even if the level of compensation or term of agreement would ordinarily require approval by the Board of Supervisors. County Counsel and the County Risk Manager review of inter-department "agreements," "contracts," or "memoranda of understanding" is not required.

5.15 Amendments.

After the consultant begins work, the department may find that the agreement needs to be amended in order to modify the contractor's/consultant's scope of work, to extend the term, or for some other reason. In such cases, the department must prepare an agreement amendment to ~~deal~~ withaddress these contingencies.

Ordinarily, any proposed amendment to an existing agreement must be approved by the same official or body who/that originally had the responsibility for approving the agreement. For

example, if an agreement originally required the signature of the chairman of the Board of Supervisors, any amendment to that agreement must also be signed by the chairman.

There are two exceptions to this general rule.

First, the agreement itself may delegate amendment signing authority (~~usually~~ to the ~~department head~~Department Head or CEO), so long as delegation of such authority is legally permissible. If the Board of Supervisors, through the agreement, has delegated authority to the ~~County Executive Officer~~CEO or a ~~department head~~Department Head to sign an amendment, a copy of the amendment must be provided to the Clerk of the Board within 10 calendar days of its execution, and note the Board meeting date the authorization was approved.

Second, if the proposed amendment to the compensation clause would have changed the level of approval required if the amendment had been a part of the original agreement, approval of the amendment must be obtained from the person or entity who would have been required to approve such an agreement initially had the amendment been part of the original agreement. For example, certain personal services agreements costing not more than \$50,000 may be signed by the ~~County Executive Officer~~CEO, and the approval of the Board of Supervisors is not required. However, if the scope of the agreement is expanded so that the total compensation would then exceed \$50,000, approval of the amendment must come from the Board of Supervisors, even though the Board did not have to approve the original agreement.

The Sample Agreement Amendment (ATTACHMENT E) is a sample amendment to use as a guide.

———The remainder of this section describes how to draft an amendment.

The title of the amendment should indicate which amendment it is and should restate the title of the original agreement. Example: “Second Amendment to Personal Services Agreement Between County of Shasta, Through Its Health and Human Services Agency and XYZ, Inc., for CalWORKs Training Services.”

The introductory paragraph should again refer to the number of the amendment and the parties; for example: “This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California (“County”), and XYZ, Inc., (“Consultant”).” This introduction should be followed by recitals which described the contractual relationship to date and very briefly describe the purpose of the amendment.

Remove any brackets and the guidance language within the brackets which do not apply to the amendment.

The recitals (the paragraphs which begin with “Whereas”) are used to briefly describe the purpose of the amendment (e.g., “to increase the number of clients to be served by consultant.”). Refer, briefly, to all of the terms that will be amended, as well as any prior amendments.

Under the recitals, list the title and new text of each section or paragraph of the original agreement to be amended. If only one of the paragraphs in a section will be amended, state, “Section 1, Responsibilities of Consultant, paragraph (A) is amended to read as follows: ¶[insert new text]” (and at the end of the new text, state, “The remainder of Section 1 remains unchanged.”). Be sure to track the existing language into the amendment by either amending the section in its entirety or specifying exactly which paragraph is to be changed.

When the amendment changes the amount or rate of compensation, the amendment should ordinarily state the effective date of that change, to avoid a claim that the compensation change relates back to the effective date of the original agreement.

Do not necessarily delete any language from the agreement by an amendment simply because of the passage of time. Instead, add the new information (including, if appropriate, any new or amended attachments) to the existing language. For example: “Compensation for the extended term (from July 1, 2011, through June 30, 2012) shall not exceed \$4,000” or state an effective date for the particular amendment (for example, “Section 1, Compensation, of the Agreement is amended, as of the effective date of this First Amendment, to read as follows.”).

As noted above, if the amendment results in an increase in compensation, make sure the correct official signs the amendment. For example, if an original agreement had compensation of \$10,000 or less, the ~~department head~~Department Head may have signed it. However, if the amendment will raise the compensation to over \$10,000 over the entire term of the agreement, and the amendment amends an expenditure, not a revenue agreement, then either the ~~County Executive Officer~~CEO (if total compensation is \$50,000 or less over the entire term of the agreement) or the Chairman of the Board of Supervisors must sign the agreement, instead of the ~~department head~~Department Head.

If the amendment extends the term of the agreement, maintain the original starting date and make reference in the “recitals” to the number of days, months, or years that will be added to the term. Also state the last day of the term. Do not modify the term to delete the original starting

date. Unless otherwise provided in this Manual, if the amendment increases the total term of the agreement to over three years, the amendment must be signed by the Board of Supervisors.

Three other sample paragraphs which are ordinarily included in amendments are shown in the Sample Agreement Amendment (ATTACHMENT E-).

Whenever an amendment must be signed by the ~~County Executive Officer~~CEO or reviewed by County Counsel, the County Risk Manager, or ~~Information Technology~~IT, include with the amendment a copy of the original agreement, and any earlier amendments, in order to facilitate review.

5.16 Agreement termination.

This section discusses the procedures relating to the complete or partial termination of agreements by the County, both “for cause” and “without cause.” An agreement may be terminated “for cause” when the contractor’s/consultant’s performance is materially unsatisfactory or other significant agreement terms have not been satisfied. “Without cause” means the agreement may be terminated for any reason.

Departments should carefully consider the type of termination clause to be used in each agreement the department drafts.

As a general rule, an agreement should allow the County to terminate “for cause,” and should also include a clause for *unilateral* termination “without cause” to be exercised solely by the County. Whether or not to allow both parties to terminate without cause must be given careful consideration in that the County may have expended considerable effort and funds in establishing and administering the agreement at the time the consultant terminates. However, if the consultant insists on a clause allowing mutual termination without cause, that provision may be included in the agreement, with the concurrence of ~~County Counsel and the~~ County Risk Manager and after consulting with County Counsel.

5.16.1 Termination without cause.

The right of the County to terminate an agreement “without cause” depends on the inclusion in the agreement of language specifically granting the County that power. In the absence of such a clause, attempting to terminate the agreement without cause normally constitutes a breach of contract which may subject the County to liability for damages. Before terminating an

agreement without cause, carefully check the agreement language to be sure such action is authorized.

Termination of an agreement should not be undertaken lightly, since it may result in litigation, even when the agreement authorizes the County to terminate without cause. Before taking action to terminate, the department should carefully consider whether an amendment or another remedy would be more appropriate than termination. ~~Consult~~A department should consult with County Counsel ~~except in the clearest of cases~~prior to exercising its right to terminate an agreement.

~~The~~If an agreement provides for termination without cause, the County may terminate an agreement without cause only by a written notice to the consultant. Generally, the written notice should state: (1) ~~that the agreement is being terminated without cause and citing the clause authorizing such termination;~~ (2) ~~the effective date of the termination;~~ (3) ~~the extent of the termination (whether the entire agreement or only certain separable parts);~~ and (4) ~~any special instructions (such as where and when to deliver County property used by the consultant).~~ The County should also send a copy of the notice of termination to each known assignee, guarantor, or surety of the consultant.

The notice of termination should also generally require the consultant to: (1) stop work on the terminated portion of the agreement; (2) terminate all subcontracts related to the terminated portion of the agreement; (3) ~~immediately~~ advise the County of any special circumstances precluding the stoppage of work; (4) ~~take such action as may be necessary to protect and preserve County property in the possession of the consultant and deliver such property to the County;~~ (5) ~~promptly~~ notify the County in writing of any legal proceedings against the consultant growing out of the agreement or any commitment related to the terminated portion of the agreement; (6) ~~settle all outstanding liabilities and claims arising out of termination of subcontracts;~~ (7) ~~promptly~~ submit a final claim supported by appropriate schedules; and (8) dispose of or return any ~~termination~~ inventory as directed in the agreement or by the County.

~~Note that every~~Every personal services agreement should contain a clause allowing the County to terminate if funding for the contracted services ceases or is materially decreased during the term of the agreement. ("fiscal funding out termination"). Notice of termination in this situation may be oral and termination is immediate. A department should never give oral notice of fiscal funding out termination without first contacting County Counsel, because terminating an

agreement without sufficient proof of a material decrease in funding would constitute a breach of contract.

5.16.2 Termination for cause.

An agreement may be terminated “for cause” when the contractor’s/consultant’s performance is materially unsatisfactory or other significant terms have not been satisfied. Problems concerning the contractor’s/consultant’s performance must be fully documented in writing and made a part of the contract manager’s contract file. When work under an agreement is unsatisfactory, the ~~department head~~Department Head, after consulting with County Counsel, should notify the consultant in writing by certified mail, with return receipt; explain why the work is not satisfactory and what corrective action is expected; and give a specified period of time in which to satisfactorily perform the work.

Depending on how the contract’s clause is written, the right to terminate the contract can be exercised by the ~~department head~~Department Head, the ~~County Executive Officer~~CEO, or the Board of Supervisors.

Under a termination for cause, the County is not liable for the contractor’s/consultant’s costs on undelivered services or goods, and is entitled to repayment of any advance payment and of any progress payments applicable to such services or goods-; please ensure this language is in the agreement, when applicable. The County must generally pay the consultant the contract price for any completed services or delivery of supplies.

If the ~~department~~Department Head is considering terminating an agreement for cause, he or she ~~should~~must consult with County Counsel. After ~~reviewing the case~~review, County Counsel will make recommendations for an appropriate course of action and outline the necessary steps to be taken.

5.17 Use of the standard format personal services agreement.

The ~~personal services agreement standard format~~Personal Services Agreement (ATTACHMENT B) has been prepared by County Counsel for use by departments. Departments may obtain a copy of the format from the County’s Intranet ~~or as an attachment to an e-mail from County Counsel.~~

~~Unless otherwise indicated in the instructions below, each of the standard paragraphs contained in the format should be included in every agreement.~~

The Personal Services Agreement (ATTACHMENT B) standard format is designed for, and appropriate for, many of the County's contractual transactions. However, it is impossible to create a standard format that is appropriate for use in every situation. If the standard format is not appropriate for use in a particular situation, the Department should consider using as much of the standard format language as possible or modifying the standard language to fit the particular transaction. The terms of the business deal should drive the contract rather than the terms of the contract driving the business deal. Even if the CEO or a department head is delegated authority to sign certain agreements that are in the standard format, the person signing the agreement should consider whether use of the standard format is appropriate in the particular situation.

Note that some language in the standard format is optional. If the language contained in brackets in the standard format does not apply to your particular situation, make sure the bracketed language is, and the brackets, are not included in the agreement.

Specialized language must be drafted to fit the particular circumstances of each case. While providing a good start, the instructions below may need to be modified to reflect the business arrangement. The standard format contains numbered notes that indicate where the specialized language should be inserted. In drafting the specialized language, the following numbered notes should be consulted. The numbers correspond to the numbered note in the format (e.g. [keyboard <4>], which appears in Section 1 of the standard format agreement, is explained in item <4>, below).

Numbered note instructions:

- <1> The title of the agreement should contain the full legal name of the person or business entity providing the services. This should be the name under which the consultant files income tax returns. Insert the consultant's name at <1>. If the consultant is doing business under a fictitious business name, both the person's name and the business name should be included (i.e., "Mary Smith d.b.a. Smith Consulting Services"). If the consultant is a corporation, include "Inc." if "Inc." is part of the official name of the corporation, or add "a California [or whatever state applies] corporation" if "Inc." is not part of the corporation's name.

Ascertaining the correct status of a contracting party and who has the authority to bind that party is a critical step as error at this stage could leave the County with no recourse should the consultant not perform or damage the County in some way.

County departments are not contracting entities; the agreement must be issued in the name of the County rather than a department.

It is a good idea to very briefly describe the purpose of the agreement in the title, so that it can be tracked more easily. For example, “Personal Services Agreement Between County of Shasta, through its Health and Human Services Agency and XYZ, Inc. for ~~CalWORKS~~CalWORKs Training Services.”

- <2> As stated above, the County, not the department, is the contracting party. You may, however, include your department's name in the introductory paragraph by stating, “Personal Services Agreement Between the County of Shasta, a political subdivision of the State of California (“County”) through its Department of [your department] and [Consultant’s name] (“Consultant).”
- <3> Again, enter the full name of the person or business entity providing the service in this introductory paragraph of the agreement. Throughout the remainder of the standard format agreement, the contractor will be referred to as “Consultant.” [The term “Contractor” is ordinarily used in public works contracts and “Consultant” in personal services agreements, but either is acceptable for any contract; be sure, however, to use one term consistently throughout.] You may also refer to the County or Consultant by another term (such as “Licensee,” “Architect,” or “Provider,””), but you need to go through the standard agreement and

change the party's name from "County" or "Consultant" wherever those terms appear.

- <4> Briefly indicate in general terms the purpose of the agreement. For example, the agreement may be "for the purpose of training the clients of the Health and Human Services Agency in techniques of stress management." If you have stated the purpose of the agreement in the title, repeat that language here, or elaborate a little, but keep the description to one sentence.
- <5> If the agreement uses specialized terminology and you want to define terms to assist the reader (such as the ~~County Executive Officer~~CEO, the Board of Supervisors, or a court) in understanding the agreement, insert a paragraph called, "Section 1. Definitions" here and list your definitions in lettered paragraphs. ~~Then~~Be sure to renumber all of the ~~following paragraphs~~subsequent agreement sections.
- <6> Section 1, "Responsibilities of Consultant," ~~contains the "meat" of the agreement.~~. This section describes what the Consultant is required to do in exchange for the compensation to be paid. This paragraph should ordinarily begin with a general statement of the goal or outcome to be achieved. Then, state in clear and explicit terms each and every service the Consultant must provide to the County. Depending on the circumstances, include the specific dates and times of performance (for example: "Consultant shall provide to the staff of the Planning Division one training workshop, on December 3, 2018, from 8:00 a.m. to 5:00 p.m."), the place where the services will be provided, the identity of the employees or clients receiving the services, the quantity and quality of the services, a description of any documents to be produced, etc. Remember that the Consultant is required to do *only* those things that are listed in this paragraph. If a task is not listed, the Consultant

does not have to do it. We cannot rely on an unwritten “understanding” with the Consultant, or with “past practice.”

Never include language such as “the services shall be performed on a date as agreed upon by the parties.” Such language constitutes only an “agreement to agree,” and is not legally enforceable. If you must use such language, then insert a clause that provides for a method to resolve an inability to agree, such as: “the services shall be performed on a date as agreed upon by the parties; however, should the parties be unable to agree upon a date, then the County shall have the authority, in its sole discretion, to set the date upon which the services shall be performed.”

—~~If~~ In some cases, if there is a document, such as a proposal, which describes the Consultant’s services, you can simply state that the Consultant shall “perform those duties prescribed in Attachment ‘A,’ which is attached and incorporated by this reference” and then mark the proposal “Attachment A” and include it with the agreement. ~~However, you must make sure that the attachment does not contain clauses that are inconsistent or conflict in any way with any of the provisions of the standard format agreement. If there is a conflict, or the possibility of a conflict, state, “In the case of any conflict between the provisions of this document and Attachment A, the provisions of this document shall govern.”~~However, often proposals will include ambiguous or imprecise language that is inappropriate for language describing the responsibilities. In these situations, it is better to redraft the proposal language to fit the contractual relationship.

If the description of the Consultant’s work is lengthy, break the text into paragraphs and letter each paragraph.

If the agreement requires the Consultant to prepare a report or other document and compensation for the agreement exceeds \$5,000, add the paragraph shown on the format in brackets and letter each paragraph accordingly. Otherwise, delete the bracketed paragraph.

See Section 5.4 for more information about drafting this section of the agreement.

- <7> Here, explain the County's responsibilities. At a minimum, the County has the responsibility to pay ("compensate") the Consultant for his, her, or its services. ~~[If you have added a definition section as "Section 1", be sure that you refer in this section to Section 4, not Section 3, regarding compensation.] and to monitor the outcomes achieved by the Consultant.~~

In addition to the County's responsibility to pay for services, other duties may be required, such as providing support staff, clerical services, or general oversight; the furnishing of such things as office space, materials, equipment, or supplies; or a guarantee that the Consultant will have access to County facilities, staff reports, and data needed to complete the work (but note that providing such access may affect the Consultant's tax status; see Section 5.5). Any additional duties to be undertaken by the County should be specifically delineated here. ~~If there are no additional duties, skip to item <8>.~~

- <8> Sometimes, the Consultant is paid a lump sum at the end of the agreement's term for all of the work performed. If this is the case, simply type in the total amount to be paid at item <8>. A lump sum amount should be exact; the phrases "up to" or "an amount not to exceed" should not be used.

Sometimes, a lump sum payment is not the appropriate method of payment. Two other common options for payment are:

- A. The Consultant may be paid at a particular hourly rate (or at various hourly rates, depending on which of the Consultant's employees do the task), "up to" or "not to exceed" a specified compensation maximum; this type of compensation is usually paid each month or each quarter for services rendered the preceding month or quarter. When the Consultant is to be paid at an hourly rate, avoid stating "\$100 per hour or fraction thereof," since the Consultant would receive \$200 for 65 minutes of work. Instead, state that compensation will be paid in specified time increments, such as quarter-hour or six-minute increments~~;~~ etc.; or
- B. The Consultant may be paid as certain tasks or units of service of a larger project are completed. If this method of compensation is chosen, be sure to withhold 20 to 25 percent of the total agreement amount until after all work is completed. In that way, the Consultant will be motivated to complete all of the services required by the agreement. If payment is by task or unit of service, require the Consultant to provide some sort of proof that the task or unit of service has been completed before authorizing payment of each claim.

The method of compensation, whether lump sum, hourly, or by progress payments, should be clearly described in this section of the agreement.

~~If the method of payment is other than by lump sum, you must delete the standard language and draft your own.~~—The following gives you guidance on the language for the various methods of compensation; however, call~~contact~~ County Counsel if you need assistance.

~~If the agreement provides for hourly compensation, you must state a~~
contract maximum should be stated. Example: "Consultant shall be
paid at the rate of \$40 per hour for services rendered; however, in no
event shall consultant be paid in excess of \$3,600 for all services
consultant is obligated to render pursuant to this agreement." ~~Always~~
~~specify the maximum compensation for the entire agreement (whether~~
~~the term is a few months or three years). Make sure this sum complies~~
~~with the authority delegated by the Board of Supervisors (for example,~~
~~a department head cannot ordinarily sign an agreement having total~~
~~compensation exceeding \$10,000). Also state how frequently payments~~
~~will be made (monthly or quarterly or after all services are rendered).~~

When stating a contract maximum, always specify the maximum
compensation for the entire agreement, whether the term is a few
months or three years. Make sure this sum complies with the authority
delegated by the Board of Supervisors. For example, a Department Head
cannot ordinarily sign an expenditure agreement having total
compensation exceeding \$10,000. Also state how frequently payments
will be made; monthly or quarterly or after all services are rendered.

If the agreement is for more than one year, and you have agreed with
the Consultant that compensation will change over time, specify the
maximum for each year. For example, "Consultant shall be paid at the
rate of \$25 per hour as compensation for services rendered during Fiscal
Year 2017-18, but total compensation for that year shall not exceed
\$1,250; at the rate of \$26 per hour during Fiscal Year 2018-19, but not
to exceed \$1,300; and at the rate of \$27 per hour during Fiscal Year
2019-20, but not to exceed \$1,350."

If the agreement provides for a number of different rates for service, and
it is likely that the Consultant will ask for minor changes in one or more

of those rates during the term of the agreement, you may insert, “During the term of this agreement, the [insert ~~department head’s~~Department Head’s title] may approve, in writing and in advance, changes in any of Consultant’s rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.” If the agreement includes a budget for the Consultant, similar language may be inserted to allow the ~~department head~~Department Head to authorize transfers between line items in the agreement budget, so long as total compensation is not increased.

If it is possible that the scope of the agreement may be modified, resulting in a decrease in compensation, the ~~department head~~Department Head can be authorized to independently execute an amendment lowering total compensation. You may insert, “The [insert ~~department head’s~~Department Head’s title] may, in writing, approve a decrease in services, resulting in a decrease in compensation, not to exceed 25 percent of total compensation.”

“Unit of service” agreements ~~must~~ also ~~must~~ have a compensation maximum. You might state, “Consultant shall be paid \$500 for each class taught. The maximum compensation payable for Consultant’s services shall ~~be not exceed~~ \$4,000; no additional sums will be paid for services rendered.”

For “progress payment” agreements, tie payments to the completion (and County's acceptance) of each task. For example, “Consultant shall be paid the following amounts as each task is completed and accepted by County: Task 1, \$5,000; Task 2, \$3,500; and Task 3, \$1,500. In no event shall total compensation exceed \$10,000.”

If the Consultant is to be paid for travel expenses, that should also be referenced in this paragraph. Generally, the County will pay for actual travel expenses incurred; we usually require that travel expenses be approved in advance (to keep the Consultant from using an unusually expensive mode of travel). In other cases, the agreement may provide that “reimbursement for travel expenses will be at the same rates and under the same conditions as provided to County employees.” If travel expenses are to be paid, the agreement must state: “Consultant must submit original receipts to document each expense, or reimbursement will be denied.” County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.”

The agreement may also include a provision for compensation for other items, such as training materials or copies of reports. The terms and conditions of such reimbursement should be described in this paragraph.

Make sure that reimbursement for expenses does not push the total compensation over the maximum amount that is authorized for the County official (the ~~department head or County Executive Officer~~Department Head, CEO, Board of Supervisors) who will be signing the agreement.

~~—The Health and Human Services Agency~~If there is authorized to draft certain personal services agreements that do not include a maximum~~no monetary compensation, but only hourly rates. Those agreements are from/to either Party for counseling (whether individual, family or group counseling), anger management treatment, domestic violence treatment, and/or psychological consultation only. Those agreements must be signed by the Board of Supervisors. All services state “There will be no exchange and/or receipt of payment from either~~

Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.”

All personal services agreements must ~~state a lump sum or address~~ compensation ~~maximum~~, and should list a maximum compensation amount.

- <9> Insert the title of the ~~department head~~Department Head or contract administrator at item <9> in Section 4, “Billing and Payment.”

The standard language assumes a single payment after all the work is completed. If monthly, quarterly, or progress payments are to be made, rather than a lump sum payment, delete the first sentence and substitute language similar to the following: “Consultant shall submit to [name of ~~department head~~Department Head or contract administrator] a monthly statement of services rendered [and costs incurred, accompanied by original receipts] by the fifth [or 10th or 15th] day of each month for services rendered the preceding month” *or* “Consultant shall submit to [name of ~~department head~~Department Head or contract administrator] a statement of services rendered [and costs incurred, accompanied by original receipts] after completing each [describe unit of service, such as “class,” “report,” “examination,” etc.] *or* “Consultant shall submit a bill for services rendered [and costs incurred, accompanied by original receipts] to [name of ~~department head~~Department Head or contract administrator] in accordance with the following schedule: [describe schedule].”

- <10> If the County is reimbursing the Consultant for any expenses (such as travel costs), add the phrase “and costs incurred” here. Make sure that

those costs have been described in the section titled, “Responsibilities of County.”

~~Do not delete the last sentence of this section of the standard format regarding the County's payments to the Consultant.~~

<11> Insert the date the agreement will end. If you are unsure when the work will be completed, state “upon County’s acceptance of the work described in this agreement, but no later than [date].” If the term of the agreement is to commence ~~at~~on a date after signing, substitute that date for the phrase “as of the date it has been signed by the parties.” Since the agreement is ordinarily signed by the Board of Supervisors, ~~County Executive Officer, or department head~~CEO, or Department Head after it is signed by the Consultant, this means that the agreement will not become effective until the County executes it. If the agreement term is effective as of the date of signing it is crucial that the department ensures the Consultant(s) date their signature(s).

If the agreement ~~is for more than one year~~term crosses fiscal years, modify the paragraph contained in the brackets ~~to allow~~with the ~~County to exercise an option to renew for either one or two additional years or to allow for yearly automatic renewals for either one or two additional years.~~ ~~If the term is one year or less, do not include the language~~appropriate paragraph as indicated in the ~~bracket~~template.

Remember that agreements with a term longer than a total of three years must be signed by the Board of Supervisors unless otherwise addressed in this Manual.

Try to have the term of the agreement correspond to the beginning and/or end of the County fiscal year.

Sometimes, the agreement will require the Consultant to provide the County a report after all of the rest of the work is completed. You may state that “the agreement will end on [date], except for the final report, which shall be due [date]” or words to that effect.

<12> Insert the termination notice period, which could be 30 days or 60 days, or some other appropriate time period. Note: for this reference, the time period is calendar days.

<13> Insert the title of the person who will give notice of termination. Ordinarily, this will be the ~~department head~~Department Head.

~~<14> Insert the department head’s title.~~

<14> Insert the Department Head’s title. For the Health and Human Services Agency agreements, “the Health and Human Services Agency Director (“Director”) or HHSA Branch Director as designated by the HHSA Director” is considered standard agreement format language.

<15> The standard format personal services agreement should ordinarily contain unilateral indemnification, to the benefit of the County. However, if the Consultant insists on mutual indemnification, contact the County Risk Manager ~~and County Counsel~~ to seek approval to use the mutual indemnification clause set forth in Section 7.2.2 after consulting consult with County Counsel.

<16> Section 11 of the standard format begins with two paragraphs prescribing the minimum insurance requirements for all personal services agreements (general liability and workers' compensation coverage). Most agreements require only general liability and workers'

compensation. At item <15>, add the language for any other insurance coverages that are required for your particular type of agreement. (See Chapter 7.0, which describes in detail the insurance coverages needed for each type of agreement, and provides further information about proof of insurance.)

Be sure that the remaining paragraphs of this section, beginning with either C or D, are correctly lettered and inserted.

- <17> Insert the ~~department head's~~Department Head's title, not the ~~department head's~~Department Head's name (e.g., "Director of Support Services"), the name of the department, the mailing address, ~~and at the~~ telephone and FAX ~~number~~numbers.
- <18> Insert the full name of the Consultant, the Consultant's mailing address, ~~and the~~ Consultant's telephone and FAX ~~number~~numbers.
- <19> Insert any of the optional sections which are required for your agreement by this Manual, law or regulation. Number the section(s) consecutively. ~~Also give the appropriate number to the last standard section, "Severability."~~
- <20> Insert the name and title of the ~~department head, County Executive Officer~~Department Head, CEO, or Chairman of the Board of Supervisors, depending on which officer is authorized to sign the agreement. (See Section 5.6 regarding signature authority.) If the Chairman of the Board of Supervisors will be signing the agreement, add an attestation line for the Clerk of the Board (directly under and to the left margin of the Board Chairman's signature block because the Clerk of the Board can only attest to the Board Chairman's signature and not to anyone else's), an "approved as to form" for County Counsel,

and an “approved” line for the County Risk Manager. Make sure that the Consultant’s signature is ~~lower on the page than the Clerk’s attestation because the Clerk can only attest to the Chairman’s signature and not to anyone else’s~~ below all the County’s signature blocks.

If the ~~County Executive Officer~~CEO can sign the agreement, but the insurance clause has been modified, include an “approved” line for the County Risk Manager.

If the ~~County Executive Officer~~CEO can sign the agreement, but the indemnification clause has been modified, include an “approved as to form” line for County Counsel and an “approved” line for the County Risk Manager.

If any standard provisions have been modified or deleted, then add a County Counsel “approved as to form” signature block.

- <21> Insert the name and title of the Consultant or, in the case of a business entity, the Consultant’s representative(s) or officer(s) authorized to bind the Consultant to the agreement. Pursuant to section 313 of the Corporations Code, if the Consultant is a corporation, the agreement ~~should~~must be signed by two of the corporation’s officers: one from the “executive group,” i.e., the chairman of its board, its president or a vice-president *and* one from the “financial group,” i.e., its secretary or assistant secretary, treasurer or assistant treasurer or its chief financial officer, unless the Board of Directors has authorized, in writing, a particular corporate officer to sign agreements. If the Board of Directors of the corporation has adopted such an authorization, attach a copy of the resolution to the agreement. If a person holds more than one corporate office (for example, president and chief financial officer), that one person may sign the agreement and bind the corporation. In that

case, indicate below the signature line what corporate offices the signer holds.

———If two signatures are needed for a corporation, add another signature line and type the names and titles of the corporate officers under them.
There are also special rules regarding who can bind general partnerships, limited partnerships, and limited liability companies. County Counsel should be consulted if there are any questions.

<22> Insert the Consultant's federal tax identification number. However, if the Consultant is an individual, his/her social security number or Individual Taxpayer Identification Number is the Consultant's tax number. To help avoid identity theft, only the original of the agreement should contain the social security number or the Individual Taxpayer Identification Number. All copies should have those numbers deleted.

NOTE: If the only deviation is a change to the insurance coverage, and compensation is \$10,000 or less, the ~~department head~~Department Head can sign as long as the agreement is approved by the County Risk Manager; if the indemnification clause is changed, both the County Risk Manager and County Counsel must approve. If any standard provisions have been modified or deleted, then County Counsel must approve as to form.

5.18 ~~Other personal services agreement formats.~~

———~~The County Counsel is authorized to approve in advance certain specialized contract formats referred to in Section 5.6.4 and other routine agreements, such as group home, respite, or day care agreements~~Purchase Order Agreement for the Health and Human~~Limited, One-time Services Agency; these services may be paid for, at the option of the Health and Human Services Agency by submitting a Purchase Order or other approved documentation to the Auditor-Controller. In addition, the County Counsel may approve, and the Health and Human Services Agency Director may sign, standard format agreements for Opportunity Center clients to work for private businesses and government entities, pursuant to subsection 5.6.4.~~

~~For~~Administrative Policy 2-201 "Authorizing the County Auditor to Approve Certain Claims" authorizes a select list of services ~~totaling, which are not ongoing or repetitive,~~

and total \$5,000 or less, departments may use the County's simplified purchase order for services to be procured using a Purchase Order Agreement - Services form rather than a formal personal services agreement (Administrative.

Department Heads have the authority to sign, without County Counsel or the County Risk Manager's approval, this simplified Purchase Order Agreement - Services form for items specified in Administrative Policy 2-201. The Purchase Order Agreement - Services form as well as the criteria for use is covered in the Administrative Policy 2-201.

Furthermore, and notwithstanding any other provision of this Manual-2-201).

, the CEO, or designee, may also approve additional non-repetitive services on a case-by-case basis.

Chapter 6.0 CONTRACTS FOR PUBLIC WORKS PROJECTS COSTING UNDER \$45,00060,000.

Section 6.1 Definition of “public works project.”

The Public Contract Code defines the term “public works project” as a project for the construction, improvement, demolition, alteration, renovation, or repair of publicly owned, leased, or operated buildings and structures. This would include the installation of fixtures such as HVAC systems or permanent wiring. However, maintenance work (as distinguished from repair work) is *not* considered a public works project.**

An example of a public works project is the removal of asbestos from a building (because it involves demolition). Painting, except for minor repainting, is also considered a public works project (Public Contract Code, sections 20150.2, 22002). The installation of an alarm system is also a public works project (because the work involves the alteration of a building), but maintenance of the system is a personal service.*

6.2 Procedures for public works projects costing less than \$45,00060,000.

The Board of Supervisors has delegated to the ~~Director of Public Works~~Public Works Director the authority to sign Public Works Construction Contracts (**ATTACHMENT F**) with compensation of \$10,000 or less, and the County Executive Officer to sign public works contracts with compensation of \$45,00060,000 or less (subject to formal bidding requirements when applicable -- see the next paragraph). The Board has also delegated to the Chief Information Officer and his/her designee the authority to negotiate and sign contracts for and administer, and oversee public works projects for telephone, telecommunication, and other information services cabling projects with compensation of \$10,000 or less. For purposes of this Chapter, the term ~~Director of Public Works~~Public Works Director includes the Chief Information Officer for

* The distinction between maintenance and repair work is difficult to make in some situations. The distinction is important, since contracts for the maintenance of County buildings are personal services contracts, whereas contracts for the repair of the same buildings are public works contracts. Contact County Counsel for advice on determining the nature of the contract.

** Although not considered a “public works project” subject to bidding requirements, some maintenance work requires payment of prevailing wages. See 8 CCR §§16000, *et seq.*

Exhibit A

purposes of telephone, telecommunication, and other information services cabling projects. All other contracts for public works projects must be presented to the Board for signature.

Although County public works projects estimated to cost \$4,000 or more generally must go through the formal bidding process (Public Contract Code, section 20150.4), the threshold applicable to Shasta County is ~~\$45,000~~\$60,000 because the Board of Supervisors has opted to become subject to the Uniform Public Construction Cost Accounting Act (Public Contract Code, sections 22000, *et seq.*; Resolution 2005-93). Under that Act, a county may agree to follow accounting procedures published by the State Controller's office. By agreeing to follow those procedures, the County may carry out public works projects estimated to cost ~~\$45,000~~\$60,000 or less by either "force account" or by entering into a negotiated contract with a construction contractor without bidding.

The term "force account" is used to describe the employment of County personnel to perform construction or repair work. The County may also use unpaid labor (such as volunteers, conservation camp workers, or Sheriff's work release inmates) to accomplish some or all of the work. When public works projects are done by force account, the Public Works Department acts as the general contractor for the County. In addition, the County may subcontract portions of a public works project, such as electrical or plumbing work (and the subcontracting may be accomplished by negotiated contract without bidding).

Although the Public Works Department may use force account for projects of ~~\$45,000~~\$60,000 or less, it is not required to do so. If the County elects to contract out for a project of ~~\$45,000~~\$60,000 or less, the contract may be awarded through private negotiations without first going out to bid or preparing detailed plans and specifications; however, those contracts still must provide for prevailing wages (if the contract is more than \$1,000), bonds (unless waived), and insurance. The Public Works Department will negotiate the contract, with the assistance of the Purchasing Division and County Counsel if requested. County Counsel has drafted a standard format Public Works Construction Contract (**ATTACHMENT F**). Whether or not the standard format is used, the contract must be approved by the County Counsel and the Risk Manager before it is signed by the County Executive Officer or ~~Director of Public Works~~Public Works Director, as applicable.

Whether the project is undertaken by force account or negotiated contract, if a contract or subcontract exceeds \$1,000, prevailing wages must be paid (Labor Code, section 1771). For

TBD

Policy 6-101
Revised 10/3/17

Exhibit A

purposes of determining if the prevailing wage requirement applies, “public works” includes installation work and carpet-laying, as well as the other activities listed in Section 6.1 (Labor Code, section 1720).

State law does not require that a contractor or subcontractor provide a labor and materials payment bond for work performed on public works projects of \$25,000 or less (Civil Code, section 3247). However, the ~~Director of Public Works~~Public Works Director may require the contractor or subcontractor on such a project to provide a payment bond if deemed advisable. If a payment bond is required, it must be in an amount equal to at least 100 percent of the contract/subcontract price (Civil Code, section 3248(a)).

A performance bond is required from the contractor or subcontractor before the contractor/subcontractor enters into any public works contract, including negotiated contracts of ~~\$45,000~~\$60,000 or less. However, the ~~Director of Public Works~~Public Works Director may waive the requirement of a performance bond if all the following are met:

- the contract or subcontract price is \$25,000 or less;
- if there are any other subcontracts on the same project, the total dollar amount of all the contracts together does not exceed \$25,000;
- the ~~Director of Public Works~~Public Works Director, with the concurrence of the affected department head, if any, determines that it would be in the best interests of the County to waive the performance bond; and
- the Risk Manager approves the waiver.

All contractors and subcontractors must also obtain comprehensive general liability and workers' compensation insurance as required by Chapter 7.0 of this policy. In addition, any contractor or subcontractor required to be licensed by a state or local agency must show proof of licensure before commencing work.

Public works projects costing more than ~~\$45,000~~\$60,000 must be approved, in advance, by the Board of Supervisors. The procedures for undertaking those projects are not covered by this Manual. Departments should contact the Public Works Department regarding such projects.

In determining whether a project costs ~~\$45,000~~\$60,000 or less, all costs of materials, labor (including the salaries and benefits of County employees, as well as any subcontractor's labor costs), and overhead must be included. It is illegal to split a project into two or more separate parts

TBD

Policy 6-101
Revised 10/3/17

in an attempt to bring each part under the \$~~45,000~~60,000 limit (Public Contract Code, section 22033). Project splitting is a ground for disciplinary action.

The Uniform Public Construction Cost Accounting Act does not limit a department head's ability to buy materials or contract for services in emergency situations. (See Section 2.10.)

Various provisions of state law require certain clauses in every public works contract. For this reason, all public works contracts, including a subcontract for a force account project, regardless of the dollar amount, must be reviewed and approved by County Counsel before they are entered into. To reduce the time required to approve the contract, the Public Works Construction Contract (**ATTACHMENT F**) should be used.

6.3 Signatures. When the contractor is a corporation, special rules apply to the contractor's signature of the contract. See item <21> of Section 5.17.

6.4 Aggregate public works contracts. The Public Works Department may negotiate public works contracts with local trades people to provide periodic services, such as plumbing or electrical services, in connection with small public works projects (Public Contract Code, sections 22000, *et seq.*). Such "aggregate public works contracts" will ordinarily be entered into by way of bidding or through the RFP/RFQ process. More than one contract may be let for each building trade.

With regard to aggregate public works contracts, the relevant cost figure is not the price of any individual project but the price of the contract as a whole. Any aggregate services contract over \$~~45,000~~60,000 must go to the Board of Supervisors; those of \$~~45,000~~60,000 or less may be signed by the County Executive Officer after review by County Counsel and the Risk Manager, and if \$10,000 or less, by the ~~Director of Public Works~~Public Works Director if the standard contract format is used and the contract is approved by County Counsel and the Risk Manager. (See Section 5.6 for more information on aggregate contracts.)

6.5 Cabling projects by Information Technology Department.

The Chief Information Officer may use his/her own employees to undertake telephone, communications, or data cabling projects within County-owned or leased facilities, so long as each discrete project costs less than \$~~45,000~~60,000.

POLICY RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING ADMINISTRATIVE POLICY 8-101, *ROLE AND AUTHORITY OF
FACILITIES MANAGEMENT DIVISION OF PUBLIC WORKS*, OF
THE SHASTA COUNTY ADMINISTRATIVE
MANUAL**

WHEREAS, the Board of Supervisors regularly, upon recommendation of staff, amends various provisions of the Shasta County Administrative Manual to update the policies, bring policies into compliance with any changes in state and federal laws, and conform the policies to actual County practices; and

WHEREAS, California Governor signed Assembly Bill 2249 on August 20, 2018 which amended Public Contract Code section 22032 that would authorize the Board of Supervisors to increase public projects contracts from \$45,000 or less to \$60,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order effective January 1, 2019; and

WHEREAS, Administrative Policy 8-101, Role and Authority of Facilities Management Division of the Department of Public Works, currently requires that all projects exceeding \$45,000 be performed pursuant to a public works contract that is competitively bid in accordance with the provisions of the Public Contract Code.

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors of the County of Shasta, hereby amends Administrative Policy 8-101, *Role and Authority of Facilities Management Division of Public Works*, in its entirety, as shown on **Exhibit A** to this policy resolution.

DULY PASSED AND ADOPTED this 11th day of December, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

YES:
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		Number
ADMINISTRATIVE MANUAL		8-101
SECTION:	Miscellaneous	Role and Authority of Facilities Management Division of the Department of Public Works
INITIAL ISSUE DATE:	October 18, 1994	
LATEST REVISION DATE:	July December 11 3 , 201 28	
PAGE NO:	Page 1 of 5	

PURPOSE

To outline the role and responsibility of the Facilities Management Division of the Department of Public Works to maintain the buildings and grounds of Shasta County.

BACKGROUND

This policy clarifies the role, responsibility, and authority of Facilities Management, to maintain, modify, and in some cases, upgrade County-owned/leased facilities and property. This responsibility includes insuring that all work is done in a professional manner pursuant to State, federal, and local statutes and follows Countywide priorities. Finally, this policy is intended to clear up any misconception or misunderstanding departments may have about the management of County facilities.

POLICY

1. All County-owned facilities are the property of Shasta County. As such, they are subject to the acquisition, maintenance, and replacement determinations of the Board of Supervisors, or the Facilities Management Division, acting as the division with delegated authority to perform these functions. Departments which occupy owned facilities have no ownership or specific entitlement to those facilities, except for special or preferential use restrictions as may be required by grant terms or Board policy.
2. No structural, mechanical, electrical, or plumbing maintenance or modifications may be made to County-owned buildings without the express written authorization of the Department of Public Works. No County employee, individual private contractor, County inmate, work release participant, general assistance worker, or any other individual may modify any County building(s) or grounds without advance authorization from the Department of Public Works.
3. All requests for modifications or alterations of facilities shall be submitted to the Facilities Management Division at DT-150. Facilities Management will consult with the department to determine the scope of services requested. A Project Request Work Order (Exhibit A) will be prepared by Facilities Management for approval by the department. The Project Request Work Order is the authorization from the department to proceed and will include the estimated cost of the project. Facilities Management will provide cost estimates, mechanical and design assistance, and other technical support to departments which desire to modify or remodel their facilities. Departments which anticipate the need for such modifications should contact Facilities

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SECTION:	Miscellaneous	Role and Authority of Facilities Management Division of the Department of Public Works
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LATEST REVISION DATE:	July December 11 3 , 201 28	
PAGE NO:	Page 2 of 5	

Management at least 60-90 days in advance. Facilities Management will then assign staff, authorize departmental staff, or contract for the work to be done. In case of **emergency**, Facilities Management staff is available by telephone. **Telephone: 339-8300; pager 229-7204.** The ~~Director of~~ Public Works Director may change these numbers when necessary and the Clerk of the Board may insert them into this policy without the need for prior Board approval.

4. Modifications up to \$~~4560~~,000 will generally be performed by County staff. Wherever feasible, County inmates, general assistance staff, and/or work-release participants will be used to minimize the cost of such work. Facilities Management staff will coordinate with the Sheriff's Department for any County inmate assistance. Any physical modifications to County facilities in excess of \$~~4560~~,000 generally require that the work be performed pursuant to a public works contract that is competitively bid in accordance with the provisions of the Public Contract Code. This will be coordinated and administered by the Special Projects Division of the Department of Public Works.
5. The costs of all routine maintenance, repairs, and improvements to County buildings will be paid for by the Facilities Management Division and reimbursed by the affected, or benefiting, departments. Journal entries will be prepared monthly and distributed to departments for their approval.
6. Any department that is found to have made modifications to County facilities without prior approval will be billed for the cost of the removal or modification of such work by Facilities Management as the Division deems appropriate.
7. Facilities Management will attempt to respond to the changing physical needs and space requirements of County departments. This will include modifying offices and responding to other needs. However, given the innate space configurations, HVAC requirements, and structural limitations of individual building, some requests to modify or reconfigure a building will be denied.
8. Facilities Management will be responsible for maintaining all buildings in a safe condition and assuring that their structural integrity is not compromised. This responsibility includes the repair of leaky roofs, faulty electrical wiring, inadequate plumbing, poor air quality, or other physical defects that might cause physical injury or illness to the occupants of the building. Facilities Management will also give priority to repairs that constitute safety hazards or are necessary to prevent permanent or long-term damage to a building.

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ADMINISTRATIVE MANUAL		8-101
SECTION:	Miscellaneous	Role and Authority of Facilities Management Division of the Department of Public Works
INITIAL ISSUE DATE:	October 18, 1994	
LATEST REVISION DATE:	July December 11 3 , 201 2 <u>8</u>	
PAGE NO:	Page 3 of 5	

9. Any contract(s) for maintenance, repairs, or modifications of County buildings or grounds shall be initiated by Public Works. If such improvements are subject to the “capital projects” guidelines of the County, Facilities Management will notify the Special Projects Division of those needed improvements so that the required statutory guidelines are met for funding and managing such a project.
10. Occupants of facilities shall report suspected equipment problems or malfunctioning equipment in buildings to Facilities Management.
11. Facilities Management will provide operating departments with monthly reports listing the work that was done on the buildings they occupy. In addition, the Division shall conduct an annual survey of departments to obtain input on how to improve the services provided by the Division.

RESPONSIBLE DEPARTMENTS

Department of Public Works

REFERENCES

BOS Policy Resolution No. 2018-xx—12/11/18 (Amended)

Administrative Update--07/13/2012

BOS Policy Resolution No. 2012-03--2/7/12 (Amended)

BOS Policy Resolution No. 2008-02--3/4/08 (Amended)

BOS Policy Resolution No. 2007-2-- 4/24/07 (Amended)

BOS Policy Resolution No. 2005-5--7/26/05 (Amended)

BOS Policy Resolution No. 2004-4--7/27/04 (Amended)

BOS Policy Resolution No. 98-6--12/19/98 (Amended)

BOS Policy Resolution No. 94-9--10/18/94

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INITIAL ISSUE DATE:	October 18, 1994	
LATEST REVISION DATE:	July December 11, 2018	
PAGE NO:	Page 4 of 5	

Exhibit A

COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS
FACILITIES MANAGEMENT DIVISION

PROJECT REQUEST

Date: _____

Description of work to be done: _____

Requesting Department _____

Charge Costs To: ORGKEY _____ ACCT # _____

Funds Certified and Job Estimate Approved By _____
(Authorized Signature - Requesting Department)

JOB ESTIMATE**AMOUNT**

Labor \$ _____

Equipment _____

Materials _____

Contract Award _____

Contract Administration _____

TOTAL \$ _____

Estimated By _____ Estimated Completion Date _____

DPW OFFICE USE ONLY

Funds Availability Certificated

Director-AdministrationDPW - Fiscal Officer Deputy Public Works

Project Approved

County Executive Officer

Project Approved

Director/Deputy Director

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PAGE NO:	Page 5 of 5	

Project Number _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Annual Shasta County Child Abuse Prevention Coordination Council Children's Trust Fund Report and Programs

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, (530) 225-5561

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

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

RECOMMENDATION

Take the following actions: (1) Receive the Shasta County Child Abuse Prevention Coordinating Council Children's Trust Fund (CTF) Annual Report for 2017-18; and (2) approve the proposed CTF programs for 2018-19.

SUMMARY

In accordance with Welfare and Institutions Code section 18967, Shasta County Child Abuse Prevention Coordinating Council's (CAPCC) is providing the CTF Annual Report for 2017-2018 for the Board's review and CAPCC recommends Board approval of the proposed 2018-2019 CTF programs.

DISCUSSION

In 1983, the Legislature passed Assembly Bill 2994, which authorized the creation of a County Children's Trust Fund in any county in which the board of supervisors establishes a commission, board, or council to coordinate child abuse and neglect prevention and intervention activities. The Board previously established CAPCC as Shasta County's commission to administer the CTF pursuant to Welfare and Institutions Code section 18965 by adopting Resolution No. 2002-10 on January 15, 2002 and reaffirmed support by adopting Resolution No. 2010-102 on October 19, 2010.

In accordance with Welfare and Institutions Code section 18967, the money in the CTF shall be used to fund child abuse and neglect prevention and intervention programs. The local board of supervisors makes the final decision as to which programs shall be funded. It is recommended that the Board approve the proposed 2017-2019 CTF primary direct service programs listed in the report: community wide child abuse prevention and awareness and education (62% of CTF), child abuse prevention trainings (13% of CTF), Child Death Review Team (9% of CTF), and participation in the Shasta Strengthening Families Collaborative (16% of CTF). A scope of work for 2018-2019 is included on the last page of the report.

ALTERNATIVES

The Board may determine that adjustments should be made to the proposed programs for 2018-2019.

OTHER AGENCY INVOLVEMENT

The CAPCC Board of Directors approved the CTF Annual Report for 2017-2018 and proposed programs for 2018-2019 on November 20, 2018. The Health and Human Services Agency (HHSa) Director and HHSa Branch Director for Children's Services were included in discussions to bring this report to the Board. The recommendation has been reviewed by the County Administrative Office.

FINANCING

Birth certificate fees are collected by the County Recorder and the Health and Human Services Agency (HHSa)-Public Health Branch; a portion of those fees are considered CTF monies and are forwarded to CAPCC on a monthly basis by HHSa. For the past five years, the average annual CTF amount provided to CAPCC is \$40,000. There is no General Fund impact associated with the recommendations as no County funds are being requested.

ATTACHMENTS:

Description	Upload Date	Description
CTF Report	11/28/2018	CTF Report

Shasta County Child Abuse Prevention Coordinating Council Children's Trust Fund Annual Report 2017-2018

Description of Programs and Services Funded or Supported by CTF

2017/2018 CTF Budget Expenditures

The Shasta County Child Abuse Prevention Coordinating Council (Shasta CAPCC) received \$39,895.10 in 2017/2018 from the Children's Trust Fund (CTF). Birth certificate revenue generated \$36,170.10 and Special Plates for Kids generated \$3,725.00.

Shasta CAPCC spent \$39,895.10 from Children's Trust Funds on child abuse and neglect prevention activities:

- Community wide child abuse prevention and awareness and education 62%
- Child abuse prevention trainings 13%
- Child Death Review Team 9%
- Participation in the Shasta Strengthening Families Collaborative 16%

2017/2018 CTF Scope of Work and Achievements Report

CTF 2017.2018 Strategies	Activities	2017.2018 Achievements
<p>Community wide child abuse and neglect prevention awareness and education</p> <p>Projected Expenses \$26,000.00</p> <p>Actual Expenses \$24,734.96</p>	<p>1.Coordinate County and City Child Abuse and Neglect Prevention Awareness Month Proclamations</p> <p>2.Update and rotate RABA bus placards every six weeks</p> <p>3.Disseminate Blue Ribbons and pins, Pinwheels, and educational materials in throughout community</p> <p>4. Displays for Child Abuse Prevention Month</p>	<p>1. Proclamations were received in acknowledgement of National Child Abuse and Neglect Prevention Awareness Month from the Shasta County Board of Supervisors 03/27/2018, City of Redding City Council 04/03/2018, City of Anderson City Council 04/03/2018 and Shasta Lake City Council 04/03/2018. All three acceptances of the Proclamations were on the same evening, the Shasta CAPCC Executive Director and two CAPCC Board Members addressed the elected officials in each city and emphasized the importance of their support to reduce Adverse Childhood Experiences as an essential means to address and prevent to root cause of social problems faced by our community. Also along with the important work Shasta CAPCC does to help families increase Protective Factors and strengthen families and our community.</p> <p>2. RABA bus posters were rotated every six weeks. New posters were developed to add to the established messaging. A total of 74 posters used. The additional message included information on Diaper Need Awareness. RABA provided 65,000 rides on buses where our child abuse prevention messaging was displayed.</p> <p>3. Shasta CAPCC distributed approximately 9,123 pieces of educational materials such as Safely Surrender Baby, Safe Sleep, Never Shake a Baby, Positive Parenting Tip Sheets, shopping bags, Pinwheels, Blue Ribbon Lapel Pins, and child abuse and neglect prevention awareness ribbons were given throughout the community. Child abuse and neglect prevention awareness information was shared with: all County Schools, Shasta County Health and Human Services Agency, Youth and Family Programs, and individuals attending our outreach events that included: Turtle Bay Week of the Young Child, Anderson Family Fun Fest, WOTYC, Welcome to the Jungle sponsored by First 5 Shasta, Anderson and Redding Chamber of Commerce Greeters, April Parent Café, The Anderson Teen Center and Family Resource Center events, and the CAPCC annual Pinwheel Garden of Hope.</p> <p>4. Decorated a Board of Supervisors Cabinet Display for child abuse awareness for the month of April. Displayed 545 blue ribbons on front banner of Shasta CAPCC Admin building to signify the substantiated child abuse and neglect cases in Shasta County from January 2017 to December 2017 and planted 500 blue pinwheels on the lawn with community members and partners agencies as a symbol of child</p>

	<p>4.Shasta CAPCC collaborated with Tehama, Butte, Siskiyou, Lassen, Trinity, and Colusa counties for regional awareness efforts</p> <p>5.Coordinate and Display Banners for the month of April</p> <p>6. Maintain website and social media pages with relevant CAPCC materials</p>	<p>abuse prevention awareness. Gave out 138 Garden of Hope kits (child abuse prevention sign, parenting information, upcoming event calendars, and pinwheels) to the community to display in yards for the month of April. Promoted Wear Blue for Kids, April 6, 2018 on Facebook and Instagram.</p> <p>Shasta CAPCC partnered with Health and Human Services Agency in a ceremony to raise the Children's Memorial Flag to commemorate children that have suffered from child Abuse and neglect and bring awareness to Child Abuse Prevention.</p> <p>4. Seven counties met quarterly to discuss prevention activities for their programs and participated in distributing regional CAP awareness items such as pens, shopping bags, window decals, yard signs, pinwheels, lapel pins, and positive parenting and prevention materials in an effort to bring regional message of child abuse prevention awareness throughout the year.</p> <p>5. Five Banners were displayed for the entire month at Cornerstone Bank, Shasta Outlet Mall, and three different Redding Fire Department locations in Shasta County: CalTrans and City of Redding data indicate that more than 80,000 unique drivers passed child abuse prevention banners in April 2018.</p> <p>6. Shasta CAPCC focused on providing local opportunities for families, parent education and the 5 Protective Factors on our website and social media platform. Information defined Protective Factors, gave examples on how to use Protective Factors and also asked questions to provoke online conversations. March and April were primarily used to promote Child Abuse Prevention Awareness Month and our Pinwheel Gardens of Hope. With our constant and consistent messaging, we have been able to effectively reach community members with social media. We have seen growth across all social media platforms.</p> <p>Social Media Data:</p> <p><u>Twitter</u>: Impressions-3019 / New Followers-9 / Profile Visits-119 / Mentions-7</p> <p><u>Instagram</u>: New Followers-9 / Likes on posts-110 / Mentions-11</p> <p><u>Pintrest</u>: Average daily impressions-39 / Average daily views-38</p> <p>Total Visitors-15998</p> <p><u>Facebook</u>: Page Views-407 / New Page likes-31 / New Page Followers-31</p> <p>Impressions & Reach-4744 / Post engagement-2570</p>
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	7. Radio Ads for the of April	7. Two different 30 seconds radio ads on seven stations ran to highlight positive parenting tips and child abuse prevention awareness sponsored by First 5 Shasta for a total of 372 spots.
Shasta Strengthening Families Collaborative (SFC) Projected Expenses \$8,000.00 Actual Expense \$6,383.22	<p>1.Participate in monthly SFC Steering Committee meetings</p> <p>2.Provide support and coordination for community Parent Cafes, Table Host Trainings, and Protective Factors</p> <p>3. Parent Café Community Maintenance Meetings and Café Community Calendar</p> <p>4.Participate in ACEs meetings, training, and Learning Communities</p>	<p>1. Shasta CAPCC Executive Director participated and supported multiple activities within the Shasta Strengthening Families Collaborative. CAPCC Executive Director attended all SFC Steering Committee meetings.</p> <p>2. The Shasta CAPCC Executive Director provided coordination for one Parent Café that was the first time event was held for Spanish speaking community. Three Table Host trainings were held and trainer provided three Protective Factors training that Shasta CAPCC coordinated.</p> <p>3. Held four community Parent Café maintenance meetings and maintained countywide calendar on Shasta CAPCC website and distributed calendars via email and print for all Parent Cafes in Redding, Shasta Lake, and Anderson areas.</p> <p>4. The SFC held Town Hall meeting to introduce Adverse Childhood Experiences to the community; distributed poster/rack card awareness campaign materials; maintained strongfamilies website; attended ACE Interface trainers monthly learning communities meetings and provided three ACES trainings.</p>
Child Abuse Prevention trainings Projected Expense \$2,000.00 Actual expenses: \$5,186.36	1. Provide Mandated Child Abuse Reporter Training to at community members, school staff, and partner agencies.	1. During the 2017-2018 fiscal year, Shasta CAPCC provided 32 Mandated Reporter Trainings to 636 individuals in Shasta County. During this fiscal year, Shasta CAPCC had a transition in staff for MCART trainings, which resulted in more trainings. In 2017, training was updated to include more information on the Commercial Sexual Exploitation of Children (CSEC). This allowed individuals who are required to receive this training on an annual basis to have fresh and engaging material. The updated training material has been very well received
Child Death Review Team Projected Expenses \$4,000.00 Actual expenses \$3,590.56	1.Recruit appropriate CDRT members	1. During the 16.17 fiscal year, Shasta CAPCC Executive Director was able to recruit two new CDRT members: A Forensic Pathologist from Coroner's Office and a Pediatrician from Shasta Community Health Foundation were added to assist with building a comprehensive team.

	<p>2.Coordinate Three CDRT meetings per year</p> <p>3.Enter all CDRT finds into the online database</p> <p>4. 2017/2018 Child Deaths Reviewed</p> <p>5.Summarize 2017.2018 Shasta County child deaths findings</p>	<p>2. Three CDRT meeting were conducted; Team agreed to move to quarterly meetings beginning in 2017/2018 fiscal year.</p> <p>3. All closed CDRT cases were entered into the National Center for the Review and Prevention of Child Deaths online database.</p> <p>4. Three CDRT meetings were held:</p> <p>September 8, 2017 - 15 Cases, 11 New and 4 Re-Reviews</p> <ul style="list-style-type: none"> • 8 cases were male and 7 were female • 2 cases were closed as Preventable • 7 closed as Not-Preventable • 6 were held for Re-Review <p>December 8, 2017 -12 Cases, 6 New and 6 Re-Reviews</p> <ul style="list-style-type: none"> • 8 cases were male and 4 were female • 5 cases were closed as Preventable • 4 closed as Not-Preventable • 3 held for Re-Review <p>June 8, 2018 - Reviewed 4 Cases, 1 New and 3 Re-Reviews</p> <ul style="list-style-type: none"> • 2 cases were male and 2 were female • 1 case closed as Preventable • 3 held for Re-Review • <p>5.A total of 19 cases were closed, the findings were as follows:</p> <p>Not Preventable- 11</p> <ul style="list-style-type: none"> • 2 Congenital anomaly • 2 Prematurity • 2 prenatal condition • 5 undetermined medical cause <p>Preventable-8</p> <ul style="list-style-type: none"> • 4 unknown • 3 Motor Vehicle • 1 Drowning
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2018/2019 Proposed CTF Budget Expenditures

Shasta CAPCC proposes to spend \$40,000 dollars of CTF funds in the 2018/2019 fiscal year. The primary direct service activities that will be supported with these funds are:

Community wide child abuse prevention and awareness and education 71%

Child abuse prevention trainings 10%

Child Death Review Team 9%

Participation in the Shasta Strengthening Families Collaborative 10%

2018/2019 Proposed CTF Scope of Work

CTF 2018.2019 Strategies	Activities	Staff Responsible	Timeline
Community wide child abuse prevention awareness and education \$28,400	1.Coordinate County and City Child Abuse Prevention Month Proclamations 2.Update and rotate RABA bus placards every eight weeks 3.Disseminate 8000 pieces of Blue Ribbon materials in the community through outreach events and community partnerships 4.Distribute 150 Garden of Hope signs to the community for CAP month 5.Coordinate placement of community banners for CAP month 6.Maintain website and social media pages with relevant CAP material 7. Coordinate with a minimum of four other rural counties for regional CAPC awareness; distribute materials with regional CAP messaging 8.Provide awareness materials to partner agencies and community 9. Participate in Children's Memorial Flag Raising event 10. Provide radio ads for CAP month	Project Coordinator Other Staff Executive Director	7.1.2018 – 6.30.2019
Child abuse prevention trainings \$4,000	1. Provide Mandated Child Abuse Reporter Trainings (MCART) to at least 500 individuals 2.Advertise MCART trainings via social media, emails, and Shasta CAPCC website	Project Coordinator Other Staff	7.1.2018 – 6.30.2019
Shasta Strengthening Families Collaborative \$4,000	1.Participate in monthly SFC Steering Committee meetings and activities 2.Participate in monthly SFC workgroup/learning community meetings 3.Provide support and coordination for Parent Cafes and Table Host Trainings 4.Participate in large SFC meetings as scheduled 5.Maintain Community Calendar for Parent Cafes and Table Host Trainings 6. Coordinate/Facilitate Community Parent Café Maintenance Meetings	Executive Director Other Staff	7.1.2018 – 6.30.2019
Child death review team \$3,600	1.Recrut and retain appropriate CDRT members 2.Coordinate three CDRT meetings per year 3.Enter all CDRT finds into the online database 4.Summarize finds and trends from deaths reviewed in 2018.2019	Project Coordinator Executive Director	7.1.2018 – 6.30.2019

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Annual Certification Statement Regarding Composition of the Shasta County Local Child Care and Development Planning Council

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, (530) 225-5561

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

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

RECOMMENDATION

Approve and authorize the Chairman to sign the Certification Statement for the State Department of Education which appoints and reappoints members to the Shasta County Local Child Care Planning Council for the period January 1, 2019 through December 31, 2019.

SUMMARY

N/A

DISCUSSION

The Shasta County Local Child Care and Development Planning Council (Council) has been in existence for many years; however, the reporting requirements were mandated commencing January 2000. The State Department of Education, Child Development Division, requires annual certification of the Council's membership. The "Certification Statement Regarding Composition of LPC Membership" certifies that the membership criteria as established under the State Education Code, section 8499.3 are met. The requirements are included in the Certification form for reference. The Council makes every effort to consider geographic and ethnic representation of membership as suggested in the Education Code. It is the goal of the Council to continue recruitment efforts that expand on its existing geographic and ethnic representation of Shasta County.

The Council is a collaboration of consumers, service providers, public agencies, and other community representatives which works to assess and coordinate the delivery of quality child care services and programs. Shasta County alone, approximately 18,000 children may need child care, and approximately 59 percent of families with children in subsidized child care choose unlicensed child care. In response to these circumstances, members and partner agencies have developed a comprehensive, countywide strategic plan to address child care needs in Shasta County.

ALTERNATIVES

The Board may decline Certification approval; however, this is not recommended as the State Department of Education requires annual submission as a condition of contract compliance.

OTHER AGENCY INVOLVEMENT

The requested Board action was prepared in collaboration with the Local Child Care Planning Council Coordinator.

FINANCING

This certification is required to qualify for contract funding from the State Department of Education. There is no General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
LCCPC Membership Certification	11/30/2018	LCCPC Membership Certification

CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:

California Department of Education
 Child Development Division
 Local Planning Council Consultant
 1430 N. Street, Suite 3410
 Sacramento, CA 95814

Due Date:

Annually on January 15

Please complete all information requested below:

County Name: Shasta County		County Coordinator Name and Telephone Number: Rea McFadden (530)225-0184
Membership Categories		
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Star Alfaro Redding Bank of Commerce	1951 Churn Creek Road Redding, CA 96002 (530)262-5428	Appointed 6/8/2018 – 6/8/2020
Elizabeth Poole First 5 Shasta	393 Park Marina Cir Redding, CA 96001 (530)646-3780	Appointed 6/8/2018 – 6/8/2020
Kathey Kakiuchi Public Health	2650 Breslauer Way Redding, CA 96001 (530)225-3744	Appointed 6/8/2018 – 6/8/2020
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Wendy Waugh Early Foundations Children's Academy	1755 Airpark Drive Redding, CA 96001 (530)243-7883	Appointed 12/31/2016 – 12/31/2018
Cindy Dodds Tri-County Community Network	37477 Main St. Burney, CA 96013 (530)335-4600	Appointed 12/31/2017 – 12/31/2019
Carol von Brandt Cozy Kids Family Child Care	1155 Third Street Anderson, CA 96007 (530)949-8281	Appointed 12/31/2017 – 12/31/2019
20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Carla Clark Shasta Head Start	375 Lake Blvd., Suite 100 Redding, CA 96003 (530)245-2844	Appointed 12/31/2017 – 12/31/2019
Renee Menefee Shasta County Office of Education	43 Hilltop Drive Redding, CA 96003 (530)225-0376	Appointed 12/31/2016 – 12/31/2018
Lorraine Haas Shasta College	3047 Birch Way Redding, CA 96002 (530)242-7616	Appointed 12/31/2016 – 12/31/2018

Membership Categories

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)


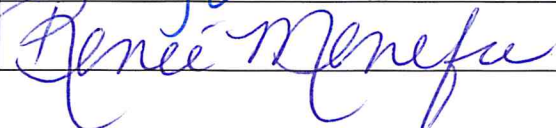
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Amanda Keefer Shasta County Early Head Start	375 Lake Blvd., Suite 100, Redding, CA 96003 (530)245-2867	Appointed 12/31/2017 – 12/31/2019
Debbie Whitmer Early Childhood Educators Network	11555 Old Oregon Trail Redding, CA 96003 (530)515-0963	Appointed 6/9/2018 – 6/9/2020
Kaysha Davis Redding Rancheria Head Start	1950 Redding Rancheria Rd Redding, CA 96001 (530)242-4551	Appointed 5/24/2018 – 5/24/2020

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Doreen Albaugh Far Northern Regional Center	1900 Churn Creek Rd. Redding, CA 96002 (530)222-4791	Appointed 8/23/2018 – 8/26/2020
OPEN		
Linda Ram Shasta County Child Abuse Prevention Coordinating Council	2280 Benton Dr, Bldg C, Ste A Redding, CA 96003 (530)241-5816	Appointed 5/24/2018 – 5/24/2020

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of _____, the above identified individuals meet the council representation categories as mandated in AB 1542^(Date) (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
	530-225-0227	11-26-18
Local Child Care Planning Council Chairperson	Telephone Number	Date
	530-225-0330	11-8-2018

SHASTA COUNTY LOCAL CHILD CARE PLANNING COUNCIL

2017-2018 MEMBERSHIP LIST (Revised 08/15/18)

CURRENT OFFICERS TERM EXPIRES

1	Rea McFadden Coordinator	NA	LCCPC Coordinator (Shasta County Office of Education)	43 Hilltop Drive Redding, CA 96003	(530)225-0184/Fax (530)225-2977 rmcfadden@shastacoe.org
2	Renee Menefee Chairperson	12/31/2018	Shasta County Office of Education	43 Hilltop Drive Redding, CA 96003	(530)225-0376/Fax (530)225-2977 rmenefee@shastacoe.org
3	Carla Clark Co-Chairperson	12/31/2017	Shasta Head Start	375 Lake Blvd., Suite 100 Redding, CA 96003	(530)245-2844 /Fax (530)241-2703 e-d@shskids.org

CONSUMER REPRESENTATIVES

1	Star Alfaro	8/23/2020	Redding Bank of Commerce	1951 Churn Creek Rd Redding, CA 96002	(530)262-5428 stara@reddingbankofcommerce.com
2	Elizabeth Poole	8/23/2020	First 5 Shasta	393 Park Marina Circle Redding, CA 96001	(530)646-3780 epoole@first5shasta.org
3	Kathey Kakiuchi	8/23/2020	Public Health	2650 Breslauer Way, Redding, CA 96001	(530)225-3744 KKakiuchi@co.shasta.ca.us

CHILD CARE PROVIDER REPRESENTATIVES

1	Wendy Waugh	8/23/2020	Early Foundations Children's Academy	1755 Airpark Drive Redding, CA 96001	(530)243-7883/Fax (530)246-3835 wendy@earlyfoundationsca.com
2	Cindy Dodds	12/31/2019	Tri-County Community Network	37477 Main St. Burney, CA 96013	(530)335-4600/Fax (530)335-4608 tcen@vindiammercable.net
3	Carol von Brandt	12/31/2019	Family Child Care Provider	1155 Third Street Anderson, CA 96007	(530)949-8281 cvonbrandt@hotmail.com

PUBLIC AGENCY REPRESENTATIVES

1	Carla Clark	12/31/2019	Shasta Head Start	375 Lake Blvd., Suite 100 Redding, CA 96003	(530)245-2844 /Fax (530)241-2703 e-d@shskids.org
2	Renee Menefee	8/23/2020	Shasta County Office of Education	43 Hilltop Drive Redding, CA 96003	(530)225-0376/Fax (530)225-2977 rmenefee@shastacoe.org
3	Lorraine Haas	12/31/2019	Shasta College	3047 Birch Way Redding, CA 96002	(530)242-7616/Fax (530)225-3906 lhaas@shastacollege.edu

COMMUNITY REPRESENTATIVES

1	Amanda Keefer	12/31/2019	Shasta County Early Head Start	375 Lake Blvd., Suite 100, Redding, CA 96003	(530)245-2867 /Fax (530)241-2703 itsm@shskids.org
2	Debbie Whitmer	8/23/2020	Early Childhood Educators Network (ECEN)	11555 Old Oregon Trail Redding, CA 96003	(530)515-0963 dwhitmer@shastacollege.edu
3	Kaysa Davis	5/24/2020	Redding Rancheria	1950 Redding Rancheria Rd Redding, CA 96001	(530)242-4551 kayshad@redding-rancheria.com

SHASTA COUNTY LOCAL CHILD CARE PLANNING COUNCIL

2017-2018 MEMBERSHIP LIST (Revised 08/15/18)

DISCRETIONARY REPRESENTATIVES

1	Doreen Albaugh	8/23/2020	Far Northern Regional Center	1900 Churn Creek Rd. Redding, CA 96002	(530)222-4791 dalbaugh@farnorthernrc.org
2	OPEN				
3	Linda Ram	5/24/2020	Shasta County Child Abuse Prevention Coordinating Council	2280 Benton Dr, Bldg C, Ste A Redding, CA 96003	(530)241-5816 lram@shastacapc.org

ATTENDING MEMBERS

1	Teresa Urricelqui	N/A	City of Redding	P.O. Box 496071 Redding, CA 96049-6071	(530)225-4095/Fax (530) 225-4585 turclui@ci.redding.ca.us
2	Tessa Buell	N/A	Shasta Head Start	375 Lake Blvd., Suite 100, Redding, CA 96003	(530) 245-5108 cdsm@shskids.org
3	Hilary Bingham	N/A	First 5 Shasta	393 Park Marina Circle Redding, CA 96001	(530)510-3776 QRIS@First5Shasta.org
4	Wendy Dickens	N/A	First 5 Shasta	393 Park Marina Circle Redding, CA 96001	(530)646-3780 wdickens@first5shasta.org
6	Jackie Scott	N/A	First 5 Shasta	393 Park Marina Circle Redding, CA 96001	HUB@First5Shasta.org

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Notice of Intent to Preserve an Interest - Redding Library and Historic Anderson Jail Real Property

DEPARTMENT: Administrative Office

Supervisory District No. : 1 and 5

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, 530-225-5561

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign a Notice of Intent to Preserve an Interest for: (1) The Redding Library; and (2) the Historic Anderson Jail.

SUMMARY

N/A

DISCUSSION

On March 11, 2008, the Board declared the Historic Anderson Jail as no longer necessary for County or other public purposes and approved a quitclaim deed to transfer this real property to the City of Anderson. This quitclaim deed was recorded in the Shasta County Recorder's Office on April 3, 2008.

On June 24, 2008, the Board declared the Redding Library as no longer necessary for County or other public purposes and approved a quitclaim deed to transfer this real property to the City of Redding. This quitclaim deed was recorded in the Shasta County Recorder's Office on August 1, 2008.

Pursuant to California Civil Code, in order to preserve a power of termination, a notice of intent must be recorded prior to the time that interest in real property expires pursuant to the title.

If the time within which an interest in real property expires pursuant to the title depends upon recordation of a notice of intent to preserve the interest, a person may preserve the person's interest from expiration by recording a notice of intent to preserve the interest before the interest expires pursuant to this title. (Civ. Code, §880.310, subd. (a).)

The Legislature established periods of expiration for a power of termination.

"A power of termination of record [unless the recorded document provides an earlier expiration date] expires at the later of the following times:"

- (1) Thirty years after the date the instrument . . . evidencing the power of termination is recorded."
- (2) Thirty years after the date of a [timely] notice of intent to preserve the power of termination is recorded, if the notice is recorded within the time prescribed in paragraph (1)." (Civ. Code, §885.030, subd. (a).)

The respective Notice of Intent to Preserve an Interest will protect the County's interest in these properties.

ALTERNATIVES

The Board may choose not to approve one or both of the recommendations and if so then the County would not be able to preserve an interest in one or both of those real properties.

OTHER AGENCY INVOLVEMENT

County Counsel has approved both documents as to form.

FINANCING

There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Notice of Intent - Redding Library	11/28/2018	Notice of Intent - Redding Library
Redding Library Deed - Exhibit A	11/28/2018	Redding Library Deed - Exhibit A
Notice of Intent - Historic Anderson Jail	12/6/2018	Notice of Intent - Historic Anderson Jail
Historic Anderson Jail Deed - Exhibit A	11/28/2018	Historic Anderson Jail Deed - Exhibit A

RECORDING REQUESTED BY
LAWRENCE LEES
RETURN TO:
COUNTY OF SHASTA
COUNTY ADMINISTRATIVE OFFICE
1450 COURT STREET, SUITE 308A
REDDING, CA 96001-1680

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103 & §-27383
AP NO. 102-490-009

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 – R&T §11922

NOTICE OF INTENT TO PRESERVE INTEREST

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with section 880.020 of Part 2 of Division 2 of the Civil Code) (Marketable Record Title)

Claimant Name: County of Shasta, County Administrative Office

Mailing Address: 1450 Court Street, Suite 308A, Redding, CA 96001-1680

Interest: Limitation on use of property as set forth in Exhibit A, Quitclaim Deed, (Official Records Document 2008-0026572, Shasta County Records), attached hereto and incorporated herein.

Character of interest: Public Library Building

Record location of document creating or evidencing interest in claimant: Shasta County Records Doc# 2008-0026572

Real Property

Legal Description:

All that real property in the City of Redding, County of Shasta, as conveyed to the City of Redding by deed recorded August 1, 2008, in Official Records Document 2008-0026572, Shasta County Records.

I assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and I am informed and believe that the information contained in this notice is true. If this notice is made on behalf of a claimant, I assert under penalty of perjury that I am authorized to act on behalf of the claimant.

Dated _____

By _____

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



Exhibit A

2008-0026572

Recording Requested By:
City of Redding

When Recorded Mail to, and
Mail Tax Statements to:
City Clerk, City of Redding
777 Cypress Avenue
Redding, CA 96001
APN 102-490-009-000

Recorded	REC FEE	0.00
Official Records		
County of		
Shasta		
Leslie Morgan		
Assessor-Recorder		

11:16AM 01-Aug-2008 | LN
Page 1 of 2

INCORPORATED AREA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

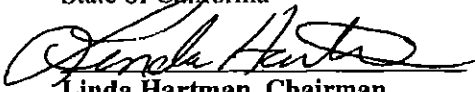
A Municipal Corporation Acquiring Title Is Exempt From Any Tax Imposed Pursuant to Rev. & Tax. Code §11922. No Fee Charged To Any Municipality For Recording Services Pursuant to Gov. Code §27383.

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of Shasta, a Political Subdivision of the State of California, Grantor herein, does hereby devise, and forever quitclaim to the City of Redding, a Municipal Corporation, Grantee herein, all that real property in the City of Redding, County of Shasta, as conveyed to the County of Shasta by deed recorded December 8, 2004, in Official Records Document 2004-0070369, Shasta County Records.

By acceptance of this deed, the Grantee agrees, warrants, and covenants on its behalf that the building currently situated on the real property transferred by this deed shall, for a forty (40) year period terminating on March 3, 2047, be used only as a public library serving all citizens of the County of Shasta, and shall not be transferred or otherwise conveyed to any other person, party, or entity. In the event the building ceases to be so used, it shall revert to the Grantor herein or its successor.

County of Shasta
State of California


Linda Hartman, Chairman
Board of Supervisors

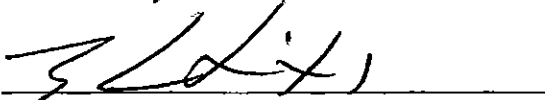
Dated: JUN 24 2008

State of California)
) ss.
County of Shasta)

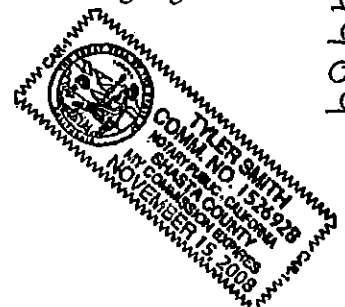
On JUNE 24, 2008, before me, TYLER SMITH, Notary Public personally appeared Linda Hartman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature of Notary



b94469

Recording requested by:
City of Redding

After recording, return to:
City Clerk
City of Redding
777 Cypress Avenue
Redding, California 96001

Documentary Transfer Tax - NONE
City of Redding EXEMPT
Rev. & Tax. C.A. § 11922
NO FEE - CITY BUSINESS
Gov. Code § 6103


APN 102-490-009-000

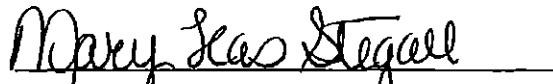
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Quitclaim Deed dated June 24, 2008, from the County of Shasta, a Political Subdivision of the State of California, Grantor, to the City of Redding, a Municipal Corporation, Grantee, is hereby accepted by the undersigned Mayor or Vice Mayor of the City of Redding on behalf of the City Council of the City of Redding, pursuant to authority conferred by Resolution No. 2310 of said City Council adopted January 20, 1958, and the Grantee hereby consents to the recordation thereof by its duly authorized officer.

DATED: July 22, 2008

ATTEST:


CONNIE STROHMAYER, City Clerk
City of Redding


MARY LEAS STEGALL, Mayor
City of Redding

RECORDING REQUESTED BY
LAWRENCE LEES
RETURN TO:
COUNTY OF SHASTA
COUNTY ADMINISTRATIVE OFFICE
1450 COURT STREET, SUITE 308A
REDDING, CA 96001-1680

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103 & §-27383

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 – R&T §11922

NOTICE OF INTENT TO PRESERVE INTEREST

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with section 880.020 of Part 2 of Division 2 of the Civil Code) (Marketable Record Title)

Claimant Name: County of Shasta, County Administrative Office

Mailing Address: 1450 Court Street, Suite 308A, Redding, CA 96001-1680

Interest: Government Building or Real Property

Character of interest: Historic Anderson Jail

Record location of document creating or evidencing interest in claimant: Shasta County Records Doc# 2018-0011108

Real Property

Legal Description:

All that real property in the City of Anderson, County of Shasta, as conveyed to the City of Anderson by deed recorded April 3, 2008, in Official Records Document 2008-0011108, Shasta County Records.

I assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and I am informed and believe that the information contained in this notice is true. If this notice is made on behalf of a claimant, I assert under penalty of perjury that I am authorized to act on behalf of the claimant.

Dated _____

By _____

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California



Exhibit A

2008-0011108

Recording Requested By:
City of Anderson

When Recorded Mail to, and
Mail Tax Statements to:
City Clerk
City of Anderson
1887 Howard Street
Anderson, CA 96007

Recorded		REC FEE	0.00
Official Records			
County of			
Shasta			
Leslie Morgan			
Assessor-Recorder			
		ZL	
11:03AM 03-Apr-2008		Page 1 of 2	

APN 201-760-006

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax = \$0
City of Anderson EXEMPT - Rev. & Tax. C.A. §11922
No Fee - City Business - Gov. Code §6103

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **the County of Shasta** does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM TO **the City of Anderson** all that real property in the City of Anderson, County of Shasta, as conveyed to the County of Shasta by deed recorded February 25, 1910, in Book 107 of Deeds at Page 81, Shasta County Records, described as:

The Easterly one-half of Lot Five (5), Block Ten (10), as shown on the Map of the Town of Anderson, Shasta County, California, filed June 01, 1886, at page 22 of Town Plats; also shown on the Map of Anderson, showing Oldtown and Additions, filed May 20, 1889, at page 43-A of Old Plats, Shasta County Records.

By acceptance of this deed, and recording it with the Shasta County Recorder's office, the City of Anderson, grantee herein, agrees, warrants, and covenants on its behalf and on behalf of any successor-in-interest that the building currently situated on the real property transferred by this deed shall be used only as a historic or museum venue. In the event the property ceases to be so used it shall revert to the Grantor herein or its successor.

County of Shasta
State of California

Dated: 3-13-08

By: Linda Hartman
LINDA HARTMAN, Chairman
Board of Supervisors

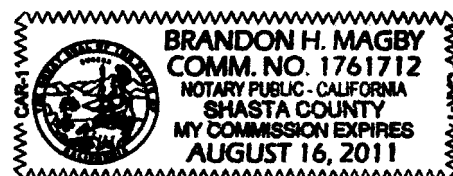
State of California)
) ss.
County of Shasta)

On 3-13-08 before me BRANDON H. MAGBY, Notary Public, personally appeared LINDA HARTMAN, who proved to me on the basis of satisfactory evidence to be the person ~~or~~ whose name(s) is ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~~~/she~~~~/they~~ executed the same in ~~his~~~~/her~~~~/their~~ authorized capacity ~~(ies)~~, and that by ~~his~~~~/her~~~~/their~~ signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Brandon H. Magby
Signature of Notary



Recording Requested by:
CITY OF ANDERSON

After recording return to:
City Clerk
City of Anderson
1887 Howard Street
Anderson, CA 96007

Documentary Transfer Tax – None
City of Anderson EXEMPT
Rev. & Tax. C.A. 11922
NO FEE – CITY BUSINESS
Gov. Code 6103


APN 201-760-006

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by Quitclaim Deed, from **COUNTY OF SHASTA**, to the **CITY OF ANDERSON**, a Municipal Corporation, is hereby accepted by the City Manager of the City of Anderson on behalf of the City Council of the City of Anderson pursuant to authority conferred by Resolution No. 97-33 of said City Council adopted August 5, 1997, and the Grantee hereby consents to the recordation thereof by its City Manager.

Date: March 18, 2008



SCOTT MORGAN
City Manager
City of Anderson

ATTEST:



JUANITA BARNETT
Deputy City Clerk
City of Anderson

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

Reappointments to the Burney Cemetery District

DEPARTMENT: Clerk of the Board

Supervisory District No. : 3

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk, (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 Cemetery District Board of Trustees: (1) Reappoint Marie Beck and Roy Ronald Plunhof retroactive to March 2018 to serve four-year terms expiring March 2022; and (2) reappoint George Mathews retroactive to March 2018 to serve a two-year term expiring March 2020.

SUMMARY

The Board of Supervisors considers approving appointments and reappointments to various committees, commissions, and boards where terms of office are expiring or become vacant.

DISCUSSION

The Burney Cemetery District is a public cemetery district created pursuant to Health and Safety Code sections 9000 et seq. which authorized the creation of public cemetery districts to assume responsibility for the ownership, improvement, expansion, and operation of cemeteries and the provision of interment services.

The Burney Cemetery District Board of Trustees is a three-member governing board that serves four-year terms. Since the cemetery district contains territory in Shasta County only, these three positions are appointed by the Shasta County Board of Supervisors in accordance with Health & Safety Code section 9021. The Board of Trustees governs the cemetery district, establishes policies for the operation of the cemetery district, and provides for the faithful implementation of those policies.

Trustees have historically been appointed for the same four-year terms. Health & Safety Code section 9024 provides that, for districts formed before January 1, 2004, where the members of the Board of Trustees are not serving staggered terms, the Board of Supervisors shall stagger the terms of the trustees and to accomplish this purpose shall appoint trustees, on or after January 1, 2004, for terms of less than four years. Therefore, it is recommended that the Board appoint one member, George Mathews, for a shorter two year term in order to establish two classes of staggered terms from this point forward. After March 2020, the Trustee position held by Mr. Mathews will then be a four year term.

Marie Beck, George Mathews, and Roy Ronald Plumhof currently serve as the Board of Supervisors’ appointees to the Burney Cemetery District. Their four-year terms expired in March 2018. Pursuant to Health & Safety Code section 9024, they have continued in office until the appointment and qualification of their successors. At the Burney Cemetery District Board Meeting on October 15, 2018, the Trustees recommended that the Board of Supervisors reappoint Members Beck, Mathews, and Plumhof to continue serving in the existing four-year terms. Minutes from this meeting are attached.

Members Beck, Mathews, and Plumhof are registered voters in the district and are qualified to serve under Health & Safety Code section 9022.

ALTERNATIVES

The Board of Supervisors could choose not to make one or all of the reappointments, or consider some other individual for appointment.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the recommendation. The Burney Cemetery District Board of Trustees supports the recommendation.

FINANCING

No General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Burney Cemetery District Meeting Minutes	11/27/2018	Burney Cemetery District Meeting Minutes

PAGE 470

DATE: October 15, 2018

ROLL CALL: Director Beck, Director Mathews, Director Plumhof, Manager Wade and Secretary Young.

VISITORS: None present.

CALL TO ORDER: The meeting was called to order at 3:30 PM.

MINUTES: A motion and second were made to approve the minutes of the September 17, 2018 meeting as presented. All in favor, CARRIED.

BILLS: A motion and second were made to approve payment of District bills and bills paid by resolution for October, 2018. All in favor, CARRIED.

NEW BUSINESS:

1. Resolution 2018-02: A motion and second were made to approve Resolution 2018-02, a transfer of funds. All in favor. Roll Call, Director Beck, aye, Director Mathews, aye, Director Plumhof, aye. CARRIED.
2. The Board of Supervisors requested confirmation of the current Burney Cemetery Board of Directors wishing to retain their positions and be appointed for another four year term. Roll call, Director Beck, yes, Director Mathews, yes and Director Plumhof, yes.

MANAGERS REPORT:

1. The new carpet for the office has been tentatively scheduled for Friday, November 2nd to be installed.

ORAL COMMUNICATIONS: The next meeting was tentatively scheduled for Monday, November 19, 2018 at 3:30 PM.

ADJOURNMENT: A motion and second were made to adjourn the meeting at 3:45 PM. All in favor, CARRIED.

RECEIVED

OCT 19 2018

CLERK OF THE BOARD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-6.

SUBJECT:

Draft 12/4/18 minutes.

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve the minutes of the meeting held on December 4, 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
12/4/18 Minutes	12/5/2018	12/4/18 Minutes

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, December 4, 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 - Darcey Prior
Administrative Board Clerk - Trisha Boss

INVOCATION

Invocation was given by Jeff Flaherty, New Life Church of God.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

DECEMBER 2018 EMPLOYEE OF THE MONTH
INFORMATION TECHNOLOGY
SENIOR INFORMATION TECHNOLOGY ANALYST TIMOTHY BLISSETT
RESOLUTION NO. 2018-120

At the recommendation of Chief Information Officer Tom Schreiber, and by motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-120 which recognizes Shasta County Senior Information Technology Analyst Tim Blissett as Shasta County's Employee of the Month for December 2018.

PROCLAMATION: PEARL HARBOR REMEMBRANCE DAY
DECEMBER 7, 2018

At the recommendation of Supervisor Kehoe, and by motion made, seconded (Kehoe/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation which designates December 7, 2018, as "Pearl Harbor Remembrance Day" in Shasta County. Mike Woodrum of the Sons and Daughters of Pearl Harbor Survivors was present to accept the proclamation.

PUBLIC COMMENT PERIOD - OPEN TIME

William Gilbert spoke about fire recovery efforts and related building codes in Shasta County.

CONSENT CALENDAR

BOARD OF SUPERVISORS REGULAR MEETING - December 11, 2018

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

Reappointed Janet Tyrrel (District 1), Larry Mower (District 5) to the Commission on Aging to continue in existing terms expiring January 2020; reappointed Betty Harrison-Smith (District 2), Thomas Doyal-Watson (District 3) and Richard Kern (District 4) to the to the Commission on Aging to serve terms expiring January 2021. (Clerk of the Board)

Adopted Resolution No. 2018-121 which repeals Resolution No. 2013-122 and approves the Conflict of Interest Code for the Shasta County Office of Education. (Clerk of the Board)
(See Resolution Book No. 61)

Reappointed Lloyd Raeg and Kay Zimmerman to the Manton Joint Cemetery District Board of Trustees to continue serving in existing four year terms expiring December 2020. (Clerk of the Board)

Approved the minutes of the meeting held on November 13, 2018, as submitted. (Clerk of the Board)

Adopted Resolution No. 2018-122 which: Repeals Resolution No. 2004-61 (Department of Social Services), Resolution No. 2009-016 (Health and Human Services Agency (HHSA) – Mental Health/Alcohol and Drug Services), and Resolution No. 2009-054 (HHSA – Public Health), and adopts the records retention schedule for HHSA. (Health and Human Services Agency)

(See Resolution Book No. 61)

Approved an authorized the Chairman to sign a retroactive renewal agreement with David Ransom in an amount not to exceed \$8,812.50 to provide legal runner services for the period of September 23, 2018, through August 31, 2019. (Public Defender)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Mikala Corp. dba A-1 Tree Service & Stump Removal to increase maximum compensation by \$45,000 for a new total not to exceed \$90,000, and retain the term July 24, 2017 through July 23, 2019. (Public Works)

On behalf of County Service Area (CSA) No. 2 Sugarloaf Water, adopted Resolution No. 2018-123 which recognizes that the circumstances and factors that led to the September 11, 2018, proclamation of a local emergency due to low water production no longer exists and that the local emergency is hereby terminated. (Public Works)

Approved and authorized the Chairman to sign a retroactive agreement, effective October 1, 2018, to the contract with J & J Pumps, Inc., for pump maintenance repair, to increase compensation by \$55,000 for a new total not to exceed \$100,000, and retain the term October 23, 2017 through October 22, 2019, with one automatic one-year renewal. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project,” Contract No. 705927, and record it within 15 days of actual completion. (Public Works)

Approved and authorized the Chairman to sign a retroactive contract with ThyssenKrupp Elevator Corporation for a total not to exceed \$45,000 to provide monthly maintenance services and repairs of elevators at the Shasta County Jail for the period of December 1, 2018, through November 30, 2019, with one automatic one-year renewal. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “West Central Landfill Gas Collection and Control System Expansion – 2018,” Contract No. 207515, and record it within 15 days of actual completion of the work. (Public Works)

BOARD OF SUPERVISORS REGULAR MEETING - December 11, 2018

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including a letter in support of a grant awarded to the California Highway Patrol Redding Area Command to fund enhanced enforcement, a regional task force and public awareness campaign related to driving under the influence of drugs or alcohol in Shasta County.

By motion made, seconded (Rickert/Kehoe), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter in support of a grant awarded to the California Highway Patrol Redding Area Command to fund enhanced enforcement, a regional task force, and public awareness campaign related to driving under the influence of drugs of alcohol in Shasta County.

Supervisor Morgan recently attended a Community Action Board meeting.

Supervisor Kehoe recently attended Community Action Board meeting.

Supervisor Moty recently attended California State Association of Counties meetings.

Supervisor Baugh recently attended a Area Agency on Aging (PSA 2), executive board meeting.

Supervisors reported on issues of countywide interest.

JAIL OPERATIONS REVIEW

As previously directed by the Board, Mr. Lees discussed the possibility of designating a board member to act as liaison for the jail operations review. Sheriff Bosenko spoke regarding the jail review process requested that a representative from the Sheriff’s Office also participate. Supervisor Kehoe moved to appoint Supervisor Moty as the liaison for the project. Supervisor Baugh expressed opposition of a liaison. By motion made, seconded (Kehoe/Morgan), and carried, the Board of Supervisors appointed Supervisor Moty to serve as liaison during the jail operations review project. (Supervisor Baugh voted no.)

CLOSED SESSION ANNOUNCEMENT

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

1. Pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); the Board recessed to confer with legal counsel to discuss existing litigation in the following matters:

Benno, James, et. al. v. County of Shasta, et al
Bradshaw, Robert v. Shasta County Board of Supervisors, et al.
County of Shasta, et al. v. Amerisourcebergen Drug Corporation
Coleman, James v. County of Shasta, et al.
County of Shasta v. Lincoln General Insurance Company, et al.
County of Tehama v. State Controller, DMV, State of California - (County of Shasta, Real Party in Interest)
Drake, Jim, et al. v. County of Shasta, et al.
Garcia, Katherine v. County of Shasta
Jewett, Everett, et al. v. California Forensic Medical Group, Inc., et al.
Medicine for our Military, et al. v. County of Shasta, et al.
Niedzwiecki, Kenneth F. v. Shasta County Sheriff Department
Pahl, Rose Mary v. Shasta County Jail
Wood, Benjamin v. McCormick, Jack, et al.
Wendy Pigott v. County of Shasta

BOARD OF SUPERVISORS REGULAR MEETING - December 11, 2018

Confer with legal counsel to discuss a public employee performance evaluation pursuant to Government Code section 54957:

Title: County Counsel
 County Executive Officer

9:55 a.m.: The Board of Supervisors recessed to Closed Session.

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

REPORT OF CLOSED SESSION ACTIONS

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

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

Chairman

ATTEST:

LAWRENCE G. LEES
 Clerk of the Board of Supervisors

By _____
 Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-7.

SUBJECT:

Declaration of Election for the General Election held on November 6, 2018.

DEPARTMENT: County Clerk/Elections

Supervisory District No. : ALL

DEPARTMENT CONTACT: Cathy Darling Allen 530-225-5730

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

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

RECOMMENDATION

Declare elected those persons and results of measures based on the certified results of the November 6, 2018 General Election.

SUMMARY

California Elections Code, section 15372, requires election officials to prepare a certified statement of the results of an election and submit it to the governing body within 30 days of the election. The County Clerk/Registrar of Voters sent the Statement of Vote and Certification of the Results of the Canvass for the November 6, 2018 General Election to the Board of Supervisors on November 28, 2018.

California Elections Code, section 15400, provides that the governing body shall declare elected the persons having the highest number of votes for that office and declare the results of each election under its jurisdiction as to each measure voted on at the election.

DISCUSSION

California Elections Code, section 15372, requires election officials to prepare a certified statement of the results of an election and submit it to the governing body within 30 days of the election. The County Clerk/Registrar of Voters sent the Statement of Vote and Certification of the Results of the Canvass for the November 6, 2018 General Election to the Board of Supervisors on November 28, 2018.

California Elections Code, section 15400, provides that the governing body shall declare elected the persons having the highest number of votes for that office and declare the results of each election under its jurisdiction as to each measure voted on at the election. From the Certified Results of the Canvass for the November 6, 2018 General Election, attached is the Declaration of Election and list of persons elected and results of the measures.

ALTERNATIVES

The Board can choose not to declare the election; however, they would be in violation of California Elections Code.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the declaration as to form and recommendation. The County Administrative Office have reviewed the declaration and recommendation.

FINANCING

There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Declaration of Election	11/29/2018	Declaration of Election
How to access full Statement of Vote	11/29/2018	How to access full Statement of Vote

DECLARATION OF ELECTION

Pursuant to California Elections Code, section 15400, and based on the certification of the results of the June 5, 2018 Statewide Direct Primary Election, the Shasta County Board of Supervisors as the governing board of the election, by action taken at its regular meeting on December XX, 2018, hereby declares elected the following persons to the offices shown and the results of the measures voted on at that election.

County Supervisor – District 1

Joe Chimenti

Measure C	Yes	24,995	No	8,750
Measure D	Yes	1,997	No	1,479
Measure E	Yes	6,181	No	3,727

To access the Statement of Vote for the November 6, 2018 General Election in Shasta County (882 pages), please go to our web site at www.elections.co.shasta.ca.us and click on Election Results. You can also call the office at 225-5730 for more information or questions.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-8.

SUBJECT:

Renewal agreement between the County of Shasta and ACI Enterprises, Inc., a Professional Corporation, for the purpose of providing an Employee Assistance Program and other related services to the County.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with ACI Enterprises, Inc. in an amount not to exceed \$50,000 per year (for a total maximum compensation of \$150,000) to provide an Employee Assistance Program (EAP) and related services for the period January 1, 2019 through December 31, 2019, with two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

ACI Enterprises, Inc (ACI) currently provides the County's employees and their dependents with an Employee Assistance Program (EAP), providing access to work/life benefits and services 24 hours per day, 365 days a year via phone, mobile apps and online portals. The EAP includes comprehensive work/life referrals, resources and services; services for legal and financial consultation; referrals for child, elder and pet care; veteran connections; identity theft prevention and recovery; Manager Live N' Learn seminars, Just Do It training, Healthymail e-newsletters, and clinical consulting for challenging employee situations. ACI also offers multilingual assistance in 175 languages.

ACI maintains confidentiality while providing the County with quarterly utilization reports. The reports indicate that employees value the services that support and promote balanced lives. Last quarter Shasta County's usage increased from just under 15% to 21.4% with the majority of referrals being related to work/life balance. EAP services help employees and family members better address everyday issues affecting mental, emotional, and/or behavioral health, allowing them to thrive at work and at home.

ALTERNATIVES

The Board may choose to not approve the Agreement. This is not recommended, as utilization reports indicate that staff value and benefit from the services provided. The EAP is also a benefit which has been bargained for with all employee unions/associations. The Board may request additional information from staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no Additional General Fund Impact from the Recommended Action. Costs associated with this Agreement are included in the department’s FY 2018-2019 Adopted Budget and will be included in future proposed budgets.

ATTACHMENTS:

Description	Upload Date	Description
Agreement with ACI Enterprises, Inc.	12/3/2018	Agreement with ACI Enterprises, Inc.

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
ACI ENTERPRISES, INC.**

This agreement is entered into between the County of Shasta, through its Department of Support Services, a political subdivision of the State of California ("County") and ACI Enterprises, Inc. ("Consultant") for the purpose of providing an Employee Assistance Program (EAP) and other related services (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide employee assistance services ("Services") to eligible County employees and their eligible family members as described in Consultant's Summary of Benefits, Exhibit A, attached to and incorporated herein.
- B. Provide access to Services via a 24-hour, 365 day-a-year toll free number, with live answering, and multilingual assistance for 175 languages. Services may also be accessed via myACI mobile app, online portals, or Social@ACI platforms.
- C. The Services to be provided shall include, but are not limited to, diagnosis, evaluation, assessment, and referral at designated locations. Services are limited to three sessions per six month period not to exceed six sessions per calendar year per eligible person. Eligible persons include all employees and their dependents, regardless of location.
- D. Services shall also include, but are not limited to, providing unlimited legal and financial telephonic consultation; unlimited child care, elder care, pet care and education referrals; unlimited referrals and resources for personal services such as housekeeping, travel, etc; veteran connections; 60 minute consultation on identity theft prevention / recovery; Affinity online work/life website services; unlimited employee orientations, managers / supervisor trainings, and Live 'N Learn Seminars; Just-Do-It training consultation and facilitation tools for onsite management; unlimited clinical consulting on difficult employee issues; promotional materials; and critical incident stress management. Consultant shall provide unlimited virtual marketing materials. Printed and custom materials requested by County may be provided at an additional cost.
- E. Onsite Services included are 2 hours of critical incident stress debriefing and Layoff/RIF (reduction-in-force) support per incident and trainer travel fees. Minimum attendance of 15 employees applies to onsite services. Additional onsite services may be provided at the rates provided in Section 3.D of this agreement.
- F. Consultant shall provide 24-hour emergency and after-hours Services through a telephone hotline which permits contact with counselors. However, Consultant is not required to answer calls to the hotline if the call originates from a blocked telephone number.

- G. Consultant shall provide monthly Healthymail e-newsletters and quarterly utilization reports, and shall provide additional reports upon request.
- H. Additional Services ("Additional Services"), other than those listed on Exhibit A, may be requested by and authorized by the Director of Support Services or his/her designee ("Director"), and agreed to in writing by the Consultant, shall be provided by Consultant on a case-by-case basis.
- I. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

- A. Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. At the commencement of this agreement, and quarterly thereafter, County shall provide to Consultant an updated count of the number of eligible County employees.
- C. County shall pay for paper materials at cost and for Additional Services, other than those listed on Exhibit A, as indicated by Consultant and agreed to in writing by the Director of Support Services or his/her designee.

Section 3. COMPENSATION.

- A. Consultant shall be paid \$1.75 per eligible County employee, per month, for the Services prescribed in this agreement, from January 1, 2019 through December 31, 2019.
- B. Consultant shall be paid \$1.83 per eligible County employee, per month, for the Services prescribed in this agreement, from January 1, 2020 through December 31, 2020.
- C. Consultant shall be paid \$1.90 per eligible County employee, per month, for the Services prescribed in this agreement, from January 1, 2021 through December 31, 2021.

- D. Compensation for Additional Onsite Fees shall be paid as follows:
 - a. Onsite critical incident stress debriefing
Two hours included. Cost after first two hours: \$325 per hour
 - b. Conflict resolution/mediation \$350 per hour
 - c. Onsite lay-off and RIF support
Two hours included. Cost after first two hours: \$325 per hour
 - d. Executive coaching \$350 per hour
 - e. Late cancellation fee \$225 per hour
- E. Compensation for Additional Services, other than those listed in Exhibit A, as requested by and authorized by the Director of Support Services and agreed to in writing by the Consultant, shall be paid as negotiated between the Director of Support Services and Consultant on a case-by-case basis.
- F. In no event shall the maximum amount payable under this agreement exceed \$50,000 per year, for the term of the agreement.
- G. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. County shall pay Consultant quarterly in advance of Services, based on the current number of qualified County employees, as provided in section 2.
- B. Consultant shall submit to County within five days after completion of any Additional Services, an itemized statement or invoice of services rendered. County shall make payment for Additional Services within 30 days of receipt of Consultant's correct and approved statement or invoice.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- A. The initial term of this agreement shall be for one year beginning January 1, 2019 and ending December 31, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions except as provided in section 3, unless written notice of

non-renewal is provided by either Party to the other Party at least 60 days prior to the expiration of the initial term or the then current term.

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

Section 6. TERMINATION OF AGREEMENT.

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

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

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

Consultant relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against

liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

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

"Separation of Insureds.

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

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such

notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Support Services
Shasta County
1450 Court Street, Room 348
Redding, CA 96001
(530) 225-5515

If to Consultant: Ann D. Clark, Ph.D.
ACI Enterprises, Inc.
6480 Weathers Place, Suite 300
San Diego, CA 92121
(800) 932-0034

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: APB 12/2/18
Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 12/03/18
James Johnson
Risk Management Analyst III

CONSULTANT

Date: 11-28-18

By: Ann D. Clark
Ann D. Clark, Ph.D.
Corporate Executive Officer / Founder

Date: 11-28-18

By: Bryan Levy
Bryan Levy
Chief Fiscal Officer
Tax I.D.#: 33-0619312

EXHIBIT A**SUMMARY OF
BENEFITS**

Prepared for: **Shasta County**
 Provider: **ACI Specialty Benefits**
 Policy: **Employee Assistance Program:**
Corporate
 Summary Date: **11/1/2018**
 Start Date: **01/01/2016**
 Anniversary Date: **01/01/2019**

EXHIBIT A

**Benefit Description**

ACI Specialty Benefits (ACI) will provide employee assistance program (EAP) services, including assessment, referral and short-term problem resolution. Following assessment, the employee or family member may be referred for therapy or other professional services.

ACI will also provide comprehensive work/life referrals, resources and services.

Problem Assessment

- Face-to-Face Sessions

EAP Work/Life Services

- **Legal assistance** for *unlimited* number of issues per year. Includes 60-minute in-office or telephonic consultation with local attorney and 25% discount for continued services
- Telephonic **financial assistance** for *unlimited* number of issues per year. Includes 30-day financial coaching benefit with 90-day action plan take-away.
- *Unlimited* **child care, elder care, pet care** and **education** referrals
- *Unlimited* referrals and resources for **personal services**
- **Veteran Connection**
- **Identity theft prevention/recovery**. Includes 60-minute consultation
- **Affinity™ Online** work/life website services
- **100% Follow-up** for all requests, referrals and services utilized

Training and Orientations

Virtual and Onsite

- *Unlimited* Employee Orientations
- *Unlimited* Manager and Supervisor Trainings
- *Unlimited* Live 'N Learn Seminars
- Just-Do-It Training consultation and facilitation tools for onsite management
- 24/7 access to training videos on ACI's YouTube Channel

Clinical Services

- *Unlimited* clinical consulting on difficult employee issues
- Access to panel of in-house clinicians

Provider Network Availability

- Over 40,000 providers nationwide



ACI Specialty Benefits
 800.932.0034
www.acispecialtybenefits.com

Page 153 of 727

Initials:

Shasta
County

ACI

Page 1

HR Support Services

- Critical Incident Response
 - Onsite Critical Incident Stress Debriefing (CISD)
 - Critical Incident Stress Management (CISM)
 - Disaster Contingency Consultation Materials
- Consultation for substance abuse case management and support for return-to-work transition
- Direct supervisory referrals for work performance problems
- Management consultation regarding difficult employee issues
- Consultation and development of policies to prevent workplace violence and manage high risk situations
- Support to Human Resources during workforce reductions, management changes, reorganizations, plant closures, and other transitions

Program Promotion and Web Services

ACI's comprehensive promotional plan includes:

- **Digital Marketing:** EAP flyers, brochures, summary plan descriptions, wallet cards, and supervisory resource manuals
- **Social Media and Content Marketing:** Social@ACI platforms, videos on YouTube, regularly updated content on ACI's Blog, and monthly HealthYMail™ e-newsletter
- **Mobile Marketing:** myACI App and Quick Response (QR) Codes
- **Web Services:**
 - **Landing Page:** website with access to services
 - **Virtual Folder:** HR and management resource center
 - **Affinity™ Online** work/life website services
 - Online access to ACI's website: www.acispecialtybenefits.com
- Co-branding with client's logo available

Program Access: Mobile Apps and Intuitive Technology

- 24-hour, 365 day-a-year nationwide toll free number (800.932.0034)
- Always live-answer
- Multilingual assistance, 175 languages
- **myACI App** and QR codes for mobile access
- **Social@ACI** platforms and **online portals** for convenient access

Reporting

- Quarterly utilization reports with executive overview
- Annual cost analysis available on request
- Full-color graphs and charts display key metrics and demographic data

Eligibility

- **Easy Access:** No cumbersome membership IDs or Social Security Numbers required
- **All Employees**
- **Dependents:** Spouse, domestic partners, dependents, *all family members regardless of location*

Termination of Benefits

30 days from employee termination date at no cost to employer



Rate Summary

Program	Session Model	Employee Count	Per Employee Per Month
Corporate EAP and Work/Life	6 Sessions Per Year	1802	2019: \$1.75 2020: \$1.83 2021: \$1.90

Program Assumptions**Onsite:**

- CISD and Layoff/RIF Support limited to 2 onsite hours per incident
- Trainer's travel fees are included
- Attendance minimum of 15 employees apply to onsite services
- Three business days cancellation notice required for onsite services
- Rates assume no broker commission

Materials:

- ACI Specialty Benefits provides unlimited virtual marketing materials from ACI's library of templates. Printed and custom materials are available at an additional cost

Compliance:

- Six session model limited to 3 sessions per 6 months for CA employees

Additional Onsite Fees

ACI provides a variety of services over and above package inclusions, available on a fee-for-service basis.

Type of Service	Fee-for-service
Onsite Critical Incident Stress Debriefing (CISD)	Over contracted hours: \$325 per hour
Conflict Resolution/Mediation	\$350 per hour
Onsite Lay-Off and RIF Support	Over contracted hours: \$325 per hour
Executive Coaching	\$350 per hour
Late Cancellation Fee	\$225 per hour



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - General Government-9.

SUBJECT:

Resolution which amends the Shasta County Personnel Rules, Chapter 5, *Classification Plan*.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which amends the Shasta County Personnel Rules, Chapter 5, *Classification Plan*.

SUMMARY

N/A

DISCUSSION

It is appropriate from time to time to update the Shasta County Personnel Rules in order to clarify language, update sections so they are compliant with state and federal laws, and/or to ensure they correctly reflect business practices that have evolved over time.

Chapter 5, *Classification Plan*, has been revised to clarify the right of permanent classified employees who transfer or promote to an unclassified position, within the same department, shall retain the right to return to the former class in the event of a layoff. Additional changes include business process updates to the reclassification procedure as well as clerical changes.

ALTERNATIVES

The Board may choose to not approve the recommendation.

OTHER AGENCY INVOLVEMENT

All Bargaining Units were notified of the recommendations and given the opportunity for input. County Counsel have reviewed this recommendation and approve as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

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

cc:

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

ATTACHMENTS:

Description	Upload Date	Description
Resolution	11/27/2018	Resolution
Personnel Rules, Chapter 5 - Redline	11/27/2018	Personnel Rules, Chapter 5 - Redline
Personnel Rules, Chapter 5 - Final	11/27/2018	Personnel Rules, Chapter 5 - Final

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY PERSONNEL RULES,
CHAPTER 5, CLASSIFICATION PLAN,
AND IMPLEMENTING THE PROVISIONS THEREOF**

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

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules, Chapter 5, *Classification Plan*.

NOW, THEREFORE, BE IT RESOLVED that, effective December 11, 2018, the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapter 5 *Classification Plan*, as attached hereto.

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

DULY PASSED AND ADOPTED this 11th day of December, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

CHAPTER 5. CLASSIFICATION PLAN

SECTION 5.1. CLASSES OF POSITIONS. All positions in County service shall be designated as Classified, Unclassified or Elective by resolution of the Board of Supervisors.

SECTION 5.2. LIMITS OF UNCLASSIFIED SERVICE.

A. The unclassified service may include, in addition to appointive County Officers and Department Heads, only those classifications and positions which are determined by the Board of Supervisors to:

1. Function at the first level of management responsibility immediately below the appointing authority, or
2. Have primary duties as a first assistant to an elective official, or
3. Be of a uniquely professional or highly sensitive nature, or
4. Be of an extra help or temporary nature, or on a regular part-time basis with a schedule of hours of less than one-half normal full-time schedule, or
5. Include other unique or specialized assignments.

B. Any permanent classified employee who is transferred or promoted to a position within the same department into the unclassified service shall retain ~~all rights and benefits as a permanent employee of the employee's former class while in such unclassified status. These include~~ the right to return to the former class in the event of layoff. Service in the unclassified position shall not count toward seniority credits in the employee's former class in the event of layoff. Nothing in this subsection is intended to render any employee in an unclassified position eligible for the provisions of Chapter 7, et seq., dealing with disciplinary procedures for classified employees.

SECTION 5.3. AMENDMENT AND MAINTENANCE.

A. Whenever one or more new classes are requested, or whenever because of any change in organization or method, a significant change in the duties or responsibilities of any existing position is to be made which requires the amendment of the classification plan, such revision and amendment of the classification plan shall be made in the manner provided herein. ~~[(See Position Classification Questionnaire and Appeal forms in appendix~~(See also, Policy Resolution No. 2010-2, in appendix. The provisions of this section shall serve to supplement the provisions of Policy Resolution No. 2010-2. Should there be a conflict between the terms of this policy and Policy Resolution No. 2010-02, Policy Resolution 2010-2 shall control). Position Classification Questionnaire and Appeal forms shall be developed by the Personnel Director and made available in the manner prescribed by the Personnel Director to effectuate this section and Policy Resolution No. 2010-2.

1. Whenever the appointing authority of any department proposes that a new class be established or identifies that a significant change has occurred in the duties and responsibilities of an existing position, such appointing authority shall report the significant facts, in writing, to the Personnel Director, or his/her designee.

Shasta County Personnel Rules (revised ~~1244/20183~~)

The Personnel Director, or his/her designee, shall make a study of the duties and responsibilities of any such positions and of the qualifications required for filling the same, and of the relationship of such positions in the classification plan. The results of the study may be presented by the Personnel Director, or his/her designee, with a recommendation for any appropriate amendment to the salary schedule, classification plan and/or position allocations to the BOSBoard of Supervisors for adoption. ~~CEO, or his/her designee~~

~~The employee or his/her Department Head may file an appeal of the recommendation by submitting the Position Classification Appeal form, available online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (http://intranet/shasta-county) websites, within five business days of receipt of the recommendation, to the Director of Support Services, or his/her designee. The Director of Support Services, or his/her designee, shall review the Position Classification Appeal form in conjunction with any additional information submitted and issue a final recommendation, to the CEO, or his/her designee. The Director of Support Services, or his/her designee, who shall present the request to the Board of Supervisors with his/her evaluation evaluation and recommendations. thereof, and his/her recommendations thereon.~~

2. A department head or any employee may request that the Personnel Director study a position(s) for possible reclassification by submitting a Position Classification Questionnaire form available online at the Shasta County Support Services, Personnel internet (www.co.shasta.ca.us) and intranet (http://intranet/shasta-county) websites to the Personnel Director in the manner prescribed by the Personnel Director. ~~as part of the annual Classification Maintenance Program or in accordance with Policy Resolution 2010-02 which address Position Reclassifications. Additionally, per Policy 2010-02, the Personnel Director in consultation with a Department Head may initiate the review of a position to determine its appropriate classification, via email request to the Personnel Director, or his/her designee.~~ When considering reclassifying a position, the primary focus is on determining whether the scope and functions of the job have undergone such significant changes that the duties and level of responsibilities, and requisite qualifications on the part of an incumbent are more appropriately described by another classification within the County's classification plan. If such a defined classification does not exist within the classification plan, the Personnel Director may recommend that an appropriate new classification be developed and added to the plan. When reviewing a position for possible reclassification, the study is not concerned with how well an employee performs on the job, whether the amount of work assigned is appropriate, or whether the particular function or organization is properly staffed. Also, the study does not address the appropriateness of the salary range associated with a position, and positions are not reclassified based upon comparisons of the compensation other employees working within or outside of county service receive. The results of the study will be sent to the employee and the Department Head with a recommendation of finding. The final results may be presented by the Personnel Director, or his/her designee, with a recommendation for any appropriate amendment to the salary schedule, classification plan and/or position allocations to the BOSBoard of Supervisors for adoption.

3. The employee or his/her Department Head may file an appeal of the recommendation of finding by submitting the Position Classification Appeal form, available online at the Shasta County Support Services, Personnel internet

Shasta County Personnel Rules (revised 12/14/2018)

(www.co.shasta.ca.us) and intranet (<http://intranet/shasta-county>) websites, made available in a manner prescribed by the Personnel Director, within ten business days of receipt of the recommendation of finding, to the Director of Support Services, or his/her designee. The Director of Support Services, or his/her designee, shall review the Position Classification Appeal form in conjunction with any additional information submitted and issue a final recommendation. Except as otherwise provided by Policy Resolution 2010-2, such response shall be final.

B. The Board of Supervisors upon recommendation of the Personnel Director, or his/her designee, or CEO, or his/her designee, at any regular meeting, may create new classes, divide, combine, alter or abolish existing classes, or allocate new positions to appropriate classes or reallocate existing positions to other classes by resolution or by amending this Chapter. (See also, Policy Resolution No. 2010-2, in appendix.)

SECTION 5.4. CLASS SPECIFICATIONS. The Personnel Director, or his/her designee, shall prepare and maintain the official written specification for each classification.

SECTION 5.5. INTERPRETATIONS OF CLASS SPECIFICATIONS. The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kind of position allocated to various classes and shall not be construed as declaring to any extent or in any way what the duties and responsibilities of any position should be. The use of a particular expression or illustration as to duties should not be interpreted to exclude others not mentioned that are of similar kind or quality. The classification specification presents a picture of the kind of employment that the class is intended to embrace. Qualifications commonly required of all incumbents of positions of the various classes such as appropriate physical condition, honesty, sobriety and industry should be deemed to be implied as qualification requirements even though they are not specifically mentioned in the specifications.

SECTION 5.6. USE OF CLASS TITLE OF POSITIONS. The title of the class to which any position is allocated shall be used in all official personnel records and in all official personnel transactions of the County of Shasta; provided, however, that use of class titles shall not preclude deputization of employees, or their designation as officers in accordance with law. The provisions of this section do not preclude departments from using separate duty statement descriptions and working titles within their department so long as the duties remain within the scope of the classification.

~~scope of the classification.~~

SECTION 5.7. ROSTER OF EMPLOYEES AND POSITIONS. A central record of employees and positions is to be maintained and shall include a record of the appointment and subsequent changes in classification or compensation of each employee in the classified and unclassified service and shall include dates of services, positions held, salaries received, and such other related information as the Personnel Director, or his/her designee, may consider appropriate.

CHAPTER 5. CLASSIFICATION PLAN

SECTION 5.1. CLASSES OF POSITIONS. All positions in County service shall be designated as Classified, Unclassified or Elective by resolution of the Board of Supervisors.

SECTION 5.2. LIMITS OF UNCLASSIFIED SERVICE.

A. The unclassified service may include, in addition to appointive County Officers and Department Heads, only those classifications and positions which are determined by the Board of Supervisors to:

1. Function at the first level of management responsibility immediately below the appointing authority, or
2. Have primary duties as a first assistant to an elective official, or
3. Be of a uniquely professional or highly sensitive nature, or
4. Be of an extra help or temporary nature, or on a regular part-time basis with a schedule of hours of less than one-half normal full-time schedule, or
5. Include other unique or specialized assignments.

B. Any permanent classified employee who is transferred or promoted to a position within the same department into the unclassified service shall retain the right to return to the former class in the event of layoff. Service in the unclassified position shall not count toward seniority credits in the employee's former class in the event of layoff. Nothing in this subsection is intended to render any employee in an unclassified position eligible for the provisions of Chapter 7, et seq., dealing with disciplinary procedures for classified employees.

SECTION 5.3. AMENDMENT AND MAINTENANCE.

A. Whenever one or more new classes are requested, or whenever because of any change in organization or method, a significant change in the duties or responsibilities of any existing position is to be made which requires the amendment of the classification plan, such revision and amendment of the classification plan shall be made in the manner provided herein. (See also, Policy Resolution No. 2010-2, in appendix. The provisions of this section shall serve to supplement the provisions of Policy Resolution No. 2010-2. Should there be a conflict between the terms of this policy and Policy Resolution No. 2010-2, Policy Resolution 2010-2 shall control). Position Classification Questionnaire and Appeal forms shall be developed by the Personnel Director and made available in the manner prescribed by the Personnel Director to effectuate this section and Policy Resolution No. 2010-2.

1. Whenever the appointing authority of any department proposes that a new class be established or identifies that a significant change has occurred in the duties and responsibilities of an existing position, such appointing authority shall report the significant facts, in writing, to the Personnel Director, or his/her designee. The Personnel Director, or his/her designee, shall make a study of the duties and responsibilities of any such positions and of the qualifications required for filling the

Shasta County Personnel Rules (revised 12/2018)

same, and of the relationship of such positions in the classification plan. The results of the study may be presented by the Personnel Director, or his/her designee, with a recommendation for any appropriate amendment to the salary schedule, classification plan and/or position allocations to the Board of Supervisors for adoption.

2. A department head or any employee may request that the Personnel Director study a position(s) for possible reclassification by submitting a Position Classification Questionnaire form to the Personnel Director in the manner prescribed by the Personnel Director. Additionally, the Personnel Director in consultation with a Department Head may initiate the review of a position to determine its appropriate classification. When considering reclassifying a position, the primary focus is on determining whether the scope and functions of the job have undergone such significant changes that the duties and level of responsibilities, and requisite qualifications on the part of an incumbent are more appropriately described by another classification within the County's classification plan. If such a defined classification does not exist within the classification plan, the Personnel Director may recommend that an appropriate new classification be developed and added to the plan. When reviewing a position for possible reclassification, the study is not concerned with how well an employee performs on the job, whether the amount of work assigned is appropriate, or whether the particular function or organization is properly staffed. Also, the study does not address the appropriateness of the salary range associated with a position, and positions are not reclassified based upon comparisons of the compensation other employees working within or outside of county service receive. The results of the study will be sent to the employee and the Department Head with a recommendation of finding. The final results may be presented by the Personnel Director, or his/her designee, with a recommendation for any appropriate amendment to the salary schedule, classification plan and/or position allocations to the Board of Supervisors for adoption.

3. The employee or his/her Department Head may file an appeal of the recommendation of finding by submitting the Position Classification Appeal form, made available in a manner prescribed by the Personnel Director, within ten business days of receipt of the recommendation of finding, to the Director of Support Services, or his/her designee. The Director of Support Services, or his/her designee, shall review the Position Classification Appeal form in conjunction with any additional information submitted and issue a final recommendation. Except as otherwise provided by Policy Resolution 2010-2; such response shall be final.

B. The Board of Supervisors upon recommendation of the Personnel Director, or his/her designee, or CEO, or his/her designee, at any regular meeting, may create new classes, divide, combine, alter or abolish existing classes, or allocate new positions to appropriate classes or reallocate existing positions to other classes by resolution or by amending this Chapter. (See also, Policy Resolution No. 2010-2, in appendix.)

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Shasta County Personnel Rules (revised 12/2018)

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SECTION 5.7. ROSTER OF EMPLOYEES AND POSITIONS. A central record of employees and positions is to be maintained and shall include a record of the appointment and subsequent changes in classification or compensation of each employee in the classified and unclassified service and shall include dates of services, positions held, salaries received, and such other related information as the Personnel Director, or his/her designee, may consider appropriate.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - Health and Human Services-10.

SUBJECT:

Agreement with St. Helena Hospital for Psychiatric Inpatient Hospital Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with St. Helena Hospital in an amount not to exceed \$100,000 per fiscal year to provide inpatient psychiatric hospitalization services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

SUMMARY

This retroactive renewal agreement will allow St. Helena Hospital to continue to provide acute psychiatric inpatient services to Shasta County residents on a fee-for-service basis.

DISCUSSION

The proposed retroactive renewal agreement will allow Shasta County to continue to purchase acute psychiatric inpatient services at St. Helena Hospital (St. Helena) in Napa County, or at its branch location in Vallejo, for Shasta County patients evaluated and referred by clinical staff either directly employed by Shasta County or appropriately designated to act on Shasta County's behalf. Under the terms of the agreement, clinical staff will evaluate patients to determine if there is a need for acute psychiatric inpatient care, and if acute care is deemed appropriate, coordinate the patient's transfer and admission to St. Helena. All services provided under the terms of this agreement must be preauthorized by Shasta County or its designee, and may be for either voluntary or involuntary placements.

In addition to hospital room and board, the specific services purchased from St. Helena will include all medications, psychiatrist time, and laboratory work. St. Helena will also coordinate with Shasta County clinical staff prior to a patient's discharge, to insure an appropriate discharge plan is in effect, including transportation if necessary. St. Helena will bill the patient's insurance, when applicable, and apply any payments to offset Shasta County's costs. Additionally, St. Helena has the ability to directly bill Medi-Cal for services provided to Medi-Cal beneficiaries.

This agreement is on a fee-for-service basis, meaning Shasta County is only obligated to pay when a Shasta County resident utilizes the inpatient services at St. Helena. Actual costs will be billed based on usage of the facilities, up to a maximum of

\$100,000 per fiscal year during the term of the agreement.

This agreement also authorizes the Health and Human Services Agency (HHS) Director, or any HHS Branch Director designated by the HHS Director, to approve rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase shall not exceed 15 percent during the entire term of this agreement and provided further that any rate increase shall not increase the total compensation payable under this agreement.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FINANCING

Costs for these services are included in Mental Health’s FY 2018-19 (BU 410) Requested Budget. Acute psychiatric services are financed through Medi-Cal and other third party payers, with the County match largely provided by a combination of 1991 and 2011 realignment. There is no additional County General Fund impact with approval from the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	11/21/2018	Agreement

NO WITHHOLDING

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
ST. HELENA HOSPITAL**

This agreement is entered into by, and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, and St. Helena Hospital, a California corporation, hereinafter referred to as "Provider" (collectively, the "Parties" and individually a "Party"). For the purposes of this agreement, the County of Shasta and Shasta County Health and Human Services Agency shall be referred to collectively as "County."

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: *[Signature]* 10/22/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: *[Signature]* 10/23/18
James Johnson
Risk Management Analyst

PROVIDER

Date: 11/19/18

[Signature]
Steven Herber
President

Date: 11-15-18

[Signature]
Tim Kares
Treasurer

Tax I.D.#: On File

TABLE OF CONTENTS

	<u>Page Number</u>
ARTICLE I	Definitions 3
ARTICLE II	Hospital Performance Provisions..... 6
ARTICLE III	Programmatic/Admission Provisions..... 10
ARTICLE IV	Payment Procedure 12
ARTICLE V	Indemnification & Insurance 14
ARTICLE VI	Records, Audits, Reports, and Recovery of Overpayments..... 16
ARTICLE VII	Patients' Rights 19
ARTICLE VIII	Terms, Termination, and Effect of Termination 20
ARTICLE IX	Applicability of Statutes 22
ARTICLE X	Grievances and Appeals..... 23
ARTICLE XI	HIPAA 24
ARTICLE XII	Miscellaneous 25
ARTICLE XIII	Notices 27
EXHIBIT NO. 1	Reimbursement Addendum 28
EXHIBIT NO. 2	Provider Appeal Procedure 30
EXHIBIT NO. 3	Shasta County Grievance Brochure..... 31
EXHIBIT NO. 4	Shasta County Health and Human Services MHP Code of Conduct 33

ARTICLE I
DEFINITIONS

A. General Meaning of Words and Terms.

The words and terms used in this agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage under the provisions of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code (Section 14000 et seq.) and/or Titles 9 and 22 of the California Code of Regulations pertaining to the rendition of health care or unless specifically defined in this Article I or otherwise in this agreement.

B. Beneficiary.

1. Beneficiary shall mean any person certified pursuant to the Welfare and Institutions Code, sections 14016 and 14018, as eligible for Medi-Cal and whose Beneficiary ID Number contains Shasta County Code Number 45 as the first two numbers, except that Beneficiary shall not include Medi-Cal beneficiaries enrolled in prepaid health plans or other Managed Care Systems which contract with the State of California Department of Health Services under the provisions of Chapter 7 of Part 3 of Division 9 (sections 14000, et seq.) of the Welfare and Institutions Code and the regulations adopted under Title 22 of the California Code of Regulations.
2. Beneficiary may also include any person whose eligibility for Medi-Cal was not determined until after the rendition of services by Provider or any person admitted to Provider's facility ("Facility"), either voluntarily or involuntarily pursuant to the Lanterman-Petris-Short Act (the "LPS Act," Part 1 of Division 5 of the Welfare and Institutions Code, commencing at section 5000).
3. A Medi-Cal Beneficiary who is also eligible for Medicare hospital benefits under the provisions of Title XVIII of the Social Security Act, (42 U.S.C. §1395c et seq.), and who has not exhausted those benefits, is not considered a Beneficiary within the meaning of this agreement.
4. Beneficiary does not include those persons receiving skilled nursing facility or long-term care services.

C. Inpatient Psychiatric Services.

1. Inpatient Psychiatric Services includes, but is not limited to, the following services when ordered by a Beneficiary's responsible physician or other qualified health practitioner and rendered in accordance with Title 22 of the California Code of Regulations to a Beneficiary, subject, however, to such exclusions, limitations, exceptions, and conditions as are otherwise set forth in any provision of this agreement or any Exhibit hereto:
 - a. Semi-private room accommodations including bed, board, and related services.
 - b. 24-hour nursing care.
 - c. Pharmaceuticals.
 - d. Dietary.
 - e. Physical and mental examination for assessment and diagnosis - technical component.
 - f. Crisis intervention services.
 - g. Administration and supervision of the clinical use of psychotropic medications.
 - h. Individual and group psychotherapy.

- i. Art, recreational, and vocational therapy.
- j. Clinical laboratory services.
- k. Social services.
- l. Services of psychiatrist and/or psychologist under contract by Provider for a Short-Doyle Indigent.
- m. Services of psychiatrist and/or psychologist not included in the provisions for managed Medi-Cal Beneficiaries.
- n. Supplies, appliances, and equipment.

D. **Plan.**

Plan refers to the Inpatient Managed Care Plan of the State of California that consolidates the dual private Fee-For-Service and public Short-Doyle/Medi-Cal System into a single coordinated service system administered by Shasta County.

E. **Claim.**

Claim shall mean a claim for compensation filed by Provider in accordance with Medi-Cal policy and procedures as specified in Title 22, California Code of Regulations; the State Fiscal Intermediary Provider Manual and Bulletins; and as specified by Shasta County.

F. **County.**

County means the County of Shasta, a political subdivision of the State of California, and shall be deemed to include the Shasta County Health and Human Services Agency.

G. **State.**

State shall mean the State of California Department of Health Care Services.

H. **Delegate.**

Delegate means any natural or corporate person to whom Provider, by contract or otherwise, transfers or assigns the responsibility to perform any covenant assumed by Provider in this agreement.

I. **Administrative Day.**

Administrative day shall mean any day of care in an acute care facility for which acute inpatient care is not required as approved by Shasta County.

J. **Fiscal Intermediary.**

Fiscal intermediary means that person(s) or entity who/that has contracted as specified in section 14104.3 of the Welfare and Institutions Code with the State of California Department of Health Care Services to perform fiscal intermediary services related to this agreement.

K. **Provider.**

Provider shall mean St. Helena Hospital, a California corporation.

L. **Shall.**

Shall is used to specify an obligation of either County or Provider and denotes a mandatory function or direction.

M. **May.**

May is used to indicate a permissive or discretionary term or function.

N. **Emergency Services.**

Emergency Services mean those services provided to an individual, which are necessary to screen and treat a medical condition that shows itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical care could be reasonably expected to result in one of the following:

- a. Placing the individual's health, or, with respect to a pregnant woman, her health or her unborn child's health, in serious jeopardy.
- b. Serious impairment to bodily function or serious dysfunction of any bodily organ or part.
- c. With respect to a pregnant woman who is having contractions, Emergency Services includes those medical services which are necessary to effectuate a safe delivery of the child while protecting the health of the pregnant woman, when there is inadequate time to affect a safe transfer to another hospital or facility before delivery or when a transfer may threaten the health or safety of the pregnant woman or the unborn child.

Emergency Services includes emergency screening and stabilizing treatment that the Provider is required to provide in accordance with state and federal law.

O. **Medically Necessary.**

Medically Necessary shall mean medical services that are:

- a. Determined to be appropriate and necessary for the symptoms, diagnosis, or treatment of the medical conditions of a Beneficiary.
- b. Provided for the diagnosis or care and treatment of a Beneficiary's medical condition.
- c. Within the standards of the Provider and medical practice within the community. Medically Necessary services include Emergency Services.

P. Short-Doyle refers to the Short-Doyle/Bronzan-McCorquodale Act, Part 2 of Division 5 (commencing with section 5600) of the Welfare and Institutions Code.

ARTICLE II
HOSPITAL PERFORMANCE PROVISIONS

A. Services Provided by Provider.

1. In accordance with the terms and conditions of this agreement, Provider shall provide Inpatient Psychiatric Services to Beneficiaries subject to the availability of space in Provider's Facility.
2. For all Inpatient Psychiatric Service provided pursuant to this agreement, Provider assumes full responsibility for the provision of those Inpatient Psychiatric services in accordance with Part 2.5 of Division 5 (commencing at section 5775) and Article 5 of Chapter 8.8 of Part 3 of Division 9 (commencing at section 14680) of the Welfare and Institutions Code, and all regulations adopted pursuant thereto, through a delegate, or as otherwise provided in this agreement. For all Inpatient Psychiatric Services provided pursuant to this agreement, Provider agrees to accept as payment in full those payments made to Provider in accordance with Article IV and **EXHIBIT NO. 1** of this agreement. County agrees to pay Provider for Inpatient Psychiatric Services rendered in accordance with the terms and conditions of Article IV and **EXHIBIT NO. 1** of this agreement.
3. Provider shall at its own expense provide and maintain facilities and professional, allied, and supportive medical and paramedical personnel to provide all necessary and appropriate Inpatient Psychiatric Services in accordance with this agreement.
4. Provider shall at its own expense provide and maintain the organizational administrative capabilities to carry out its duties and responsibilities under this agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.
5. For the purposes of Article II.A.1 of this agreement, "Beneficiaries," means any individual who meets the criteria for a Medi-Cal beneficiary without reference to residence, domicile, or any other geographic factor and as provided in Article I.B. of this agreement.
6. For the purposes of Article II.A.2 of this agreement, "all Inpatient Psychiatric Services" means the services specified in Article I.C. of this agreement, and Emergency Services means the services specified in Article I.N. of this agreement.

B. Licensing and Certification.

1. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Chapter 2 of Division 2 of the Health and Safety Code (commencing at section 1250) and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations.
2. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, certified under Title XVIII of the Social Security Act (commencing at 42 U.S.C. §1395).
3. Provider agrees to comply with its obligation to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in Article II.B.1. of this agreement and to remain certified under Title XVIII of the Social Security Act as provided in Article II.B.2. of this agreement.

C. **Services Neither Covered Nor Compensated.**

1. Provider shall not be obligated to provide Beneficiaries with, and County shall not be obligated to compensate Provider for the following services pursuant to this agreement (services not covered under County's allocations from the State):
 - a. Services rendered under the State of California Children's Services Program that are not reimbursable under the State's Medi-Cal program.
 - b. Dental services, as defined in Title 22, California Code of Regulations, section 51059.
 - c. Long-term care institutional services.
 - d. Outpatient services.

D. **Availability of Services.**

1. Provider shall not differentiate or discriminate in the treatment of Medi-Cal beneficiaries, nor shall Provider discriminate on the basis of race, color, creed, religion, national origin, sex, physical or mental disability, age, marital status, or sexual orientation.
2. Provider shall render services to Beneficiaries in the same manner and in accordance with the same time availability as offered to Provider's other patients except as limited by existing Medi-Cal restrictions.
3. Provider shall retain the right, within its sole discretion, to alter, enlarge, reconstruct, modify, or shut down all or any part of its Facility provided, however, that written notice of any action described herein which would materially affect the services available to Beneficiaries under this agreement, shall be given to County at least 30 days prior to implementation of such change, and County shall maintain the right to terminate this agreement without cause upon providing Provider with 30 days prior written notice from the date in which notice was received by County of such change.

E. **County Not to Interfere with Provider.**

Provider and County acknowledge that County's responsibilities under this agreement and governing legislation and regulations, do not create a right for County to interfere in treatment methods or methodologies used by Provider or by treating or attending physicians providing services under this agreement provided that such services are rendered in accordance with this agreement and with governing laws and regulations. Provider shall operate as an independent contractor as described in Article XII.E. of this agreement.

F. **Utilization Controls.**

County shall not be obligated to pay Provider for any services provided to a Beneficiary pursuant to this agreement unless Provider adheres to all utilization controls and obtains authorization for services in accordance with Medi-Cal policy and procedures as prescribed in Title 22 of the California Code of Regulations and in the State Fiscal Intermediary Provider Manual and bulletins.

G. **Services Authorization.**

1. Provider and County acknowledge that County's responsibilities under this agreement and under governing legislation and regulations require that, except when Emergency Services are being provided, Provider consult with County concerning individuals who may be eligible for Psychiatric Inpatient Services under the terms of this agreement. Therefore, in order to exercise its responsibilities (both under this agreement and pursuant to legislation

and regulations), County requires that Provider consult with County concerning individuals not referred to Provider by County so that County can determine whether criteria for Medically Necessary services (as defined in Article I.O., of this agreement), appropriateness of admission, length of proposed services, and other determinants as defined in funding legislation and regulations and as described in Article III of this agreement have been met.

2. Provider shall provide such consultation by contacting County prior to admission of an individual whom Provider believes is eligible for, and in need of, services under this agreement, in all cases (except emergency admission) in which County's staff is not the source of the referral.

H. **Utilization Controls Compliance by Provider as Condition Precedent to County Payment Obligation.**

As a condition precedent to any County payment obligation under the terms of this agreement, Provider shall adhere to County's Quality Management Plan including utilization controls, State of California Department of Health Care Services (or any other subsequent applicable state agency) Letters and Notices, as well as subdivision (g) of section 5777 of the Welfare and Institutions Code and regulations adopted pursuant thereto.

I. **Appointments of Liaisons and Agency Status.**

1. Provider shall designate in writing a person to act as liaison to County. Such person shall coordinate all communications between the Parties.
2. County shall designate a liaison in conformity with procedures and with such authority as specified in Article X.C. of this agreement. Communications to County shall be submitted by the Provider to the Shasta County Health and Human Services Agency ("HHSA") Director ("Director"), or any HHSA Branch Director designated by the HHSA Director, at the following address: Shasta County Health and Human Services Agency, P.O. Box 496005, Redding, CA, 96049-6005.

J. **Service Locations.**

Inpatient Psychiatric services rendered by Provider pursuant to this agreement shall be rendered at the following Facilities:

Adventist Health Vallejo
525 Oregon Street
Vallejo, CA 94590

Adventist Health St. Helena
10 Woodland Road
St. Helena, CA 94574

K. **Quality of Care.**

1. As a condition precedent to any payment by County to Provider under the terms of this agreement, whether performance pursuant to this agreement is by the Provider directly or by a delegate as permitted herein, Provider shall:
 - a. Assure that any and all eligible Beneficiaries receive care as required by Part 2.5 of Division 5 (commencing at section 5777) and Article 5 of Chapter 8.8 of Part 3 of Division 9 (commencing at section 14680) of the Welfare and Institutions Code.

- b. Take such actions as required by Provider's Medical Staff Bylaws against Medical Staff members who violate those Bylaws.
- c. Provide Inpatient Psychiatric Services in the same manner to Beneficiaries as it provides to all patients to whom it renders Inpatient Psychiatric Services.
- d. Not discriminate against Beneficiaries in any manner including admission practices and placement in special wings or rooms, nor make any provision for special or separate meals unless medically necessary.

L. **Payment in Full.**

Whether rendered directly or through the instrumentality of a delegate as permitted under this agreement, Provider shall bear the total cost of Inpatient Psychiatric Services rendered to each Beneficiary covered in this agreement. This means that Provider covenants to accept as payment in full for the Inpatient Psychiatric Services described herein, the payments made by County pursuant to Article IV. of this agreement.

ARTICLE III
PROGRAMMATIC/ADMISSION PROVISIONS

A. Goals and Objectives of Plan.

The goal of County's Inpatient Local Managed Mental Health Care Plan (the "Plan") is to assure Beneficiary access to quality coordinated mental health services and the avoidance of service duplication and unnecessary costs. The objective, whenever clinically appropriate, is to divert Beneficiaries into community-based services.

B. Contact Prior to Admission.

Provider shall contact Shasta County Transitions, Admissions and Discharge Team ("TAD Team") for authorization prior to any planned admission to Provider's Facility pursuant to this agreement. In the cases of admissions for Emergency Services, Provider shall obtain from County authorization within 10 calendar days of said admission. This contact can be initiated by telephone to the TAD Team at (530) 225-5204.

C. Outpatient Consideration.

Before authorizing an admission to the Facility, Provider shall provide, at County's request, an assessment as to the reason why the Beneficiary cannot be treated at a lower level of care, i.e., outpatient services.

D. Agreement for Admission.

A Treatment Authorization Request ("TAR") Form 18-3 must be completed and submitted to County via FAX (530-225-5950) or courier so that it is received prior to expiration of the first 48 hours of admission, and medical records must be forwarded to County pursuant to Article III.G. of this agreement. When Provider and County have agreed that admission to the Facility is appropriate, County agrees to provide full payment for services for the first 48 hours of admission except when medical necessity is not established due to insufficient or illegible documentation. In the event a TAR Form 18-3 is not approved by County due to insufficient or illegible documentation, County shall not be liable for payment for any hours of admission up to and including the first 48 hours of admission.

E. Consultative/Retrospective Review.

Following the initial 48 hours of admission, County's personnel shall consult with Provider on the need for ongoing Inpatient Psychiatric Services and/or transfer to County for ongoing and/or follow-up services. This consultation does not imply payment. Questions concerning such consultations can be forwarded to the County's Managed Care Program Manager. Payment authorization, if required under this agreement, will occur retrospectively upon discharge.

F. Discharge Planning.

A key component of the Plan is to assure that Beneficiaries avoid future hospitalizations. In this regard, it is essential that County and Provider work collaboratively to develop a quality discharge strategy. Upon being informed of a Planned Discharge, Provider shall contact the TAD Team as soon as Beneficiary is determined by facility to be ready for discharge within 24 hours to coordinate discharge planning with County. Regarding Unplanned Discharges, Provider shall make all best efforts to contact TAD Team as soon as Beneficiary is determined by facility to be ready for discharge.

G. **Beneficiary's Medical Record/Treatment Authorization Request.**

1. Provider must provide County with legible copies of the following medical records and TAR forms for each discharged Beneficiary no later than 14 calendar days from the date of discharge for each admission:
 - a. Comprehensive psychiatric evaluation.
 - b. M.D. orders.
 - c. Treatment plan.
 - d. Progress notes.
 - e. Discharge plan.
 - f. Any other clinical information that Provider deems appropriate.
2. Failure of Provider to provide the aforementioned medical records and the TAR forms in a legible format and within 14 calendar days of discharge date may result in all charges for the Beneficiary's dates of service for that admission being denied in total on retrospective review.

H. **State Regulations.**

Nothing in this Article (Article III) is intended to supersede the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations of the State of California Department of Health Care Services (or any other subsequent appropriate state agency).

I. **Beneficiaries Age 21 and Under.**

In compliance with legal requirements of *Emily Q. v. Bonta* [C.D.Cal.,2001,CV 98-4181], Provider shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program and entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal Beneficiaries under 21 years of age admitted to Provider's Facility pursuant to this agreement, as well as their legal representatives. It is the responsibility of Provider to ensure that sufficient numbers of these notices are available at the Facility at all times.

ARTICLE IV.
PAYMENT PROCEDURE

A. Coordination of Benefits.

Provider shall use reasonable efforts to collect monies due and owing for Covered Services (CS) provided to a Beneficiary, from the Federal Medicare program, and from private health insurance plans when Provider has knowledge that a patient is a Beneficiary receiving Inpatient Psychiatric Services under this agreement is also a beneficiary of the Federal Medicare program or a private health insurance plan. In the event Provider collects monies from one of the foregoing entities, Provider shall notify County and County's compensation obligations under this agreement shall be reduced by the amount actually collected by Provider. No adjustment shall be made for any amounts that Provider is unable to collect.

B. Billing Procedures.

Provider shall submit claims to the Fiscal Intermediary for all services rendered under the terms of this agreement in accordance with the applicable billing requirements contained in section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.

C. Day of Service.

A Day of Service shall be billed for each Beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, and occupies a psychiatric inpatient hospital bed at 12:00 midnight in the Facility of either Provider or the facilities of an authorized appropriately licensed Provider subcontractor.

D. Reimbursement.

1. Reimbursement shall be on a Fee-For-Service basis at an all-inclusive negotiated rate as stated in **EXHIBIT NO. 1** of this agreement. A Day of Service shall be billed for each Beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, and occupies a psychiatric inpatient hospital bed pursuant to Article IV.C. of this agreement. Professional fees are not included in the daily rate.
2. During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by Director, may approve, rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate set forth in **EXHIBIT NO. 1** on the effective date of signing of this agreement shall not exceed 15 percent during the entire term of this agreement provided further that any rate increase shall not increase the total compensation payable under this agreement.

E. Reimbursement Definitions as Applied to this Agreement.

1. Administrative Days.

There will be reimbursement for those days authorized by Provider or Provider's Utilization Review Committee in an acute inpatient facility when, due to the lack of Medi-Cal-eligible nursing facility, the Beneficiary's stay at an acute inpatient facility must be continued beyond the Beneficiary's need for acute care. Provider is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the Beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The Physician Reviewer or a Utilization Review Committee must monitor the

Beneficiary's chart on a weekly basis to determine if the Beneficiary's status has changed or that no facility exists within a 60-mile radius. After written approval of County, at least one facility can be contacted weekly to meet the foregoing requirement of contracting appropriate facilities within a 60-mile radius when it is determined by County that this finding has been documented in the Beneficiary's chart.

F. **Rate Exclusion.**

The rate structure in **EXHIBIT NO. 1** of this agreement is intended by both County and Provider to be inclusive of all services defined and provided pursuant to this agreement.

ARTICLE V.
INDEMNIFICATION & INSURANCE

A. Indemnification and Insurance.

1. Hold Harmless.

It is agreed by the Parties to this agreement, Provider and County, that each will mutually indemnify, defend and hold the other Party and its appointed and elected officials, officers, volunteers, agents, and employees harmless from all costs, expenses, losses and damages, including death, personal injuries and damages to property caused or contributed to by any act or neglect of such Party, its appointed or elected officials, officers, volunteers, agents, or employees in the performance of this agreement.

2. Insurance Requirements.

- a. Without limiting Provider's duties of defense and indemnification, Provider shall obtain, from an insurance carrier authorized to transact business in the State of California or maintain programs of self-insurance approved by County's Risk Manager, and maintain continuously during the term of this agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, with limits of liability of not less than \$1 million per occurrence and \$3 million aggregate bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County for the acts of Provider and its employees.
- b. Provider and any subcontractor shall obtain and maintain continuously Workers' Compensation and Employer's Liability Insurance to cover Provider and Provider'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 Provider or maintain programs of self-insurance therefore and as approved by County's Risk Manager. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Provider hereby certifies that Provider 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 Provider shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- c. Provider shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than the \$1 million per occurrence and \$3 million annual aggregate.
- d. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Provider or subcontractor shall be disclosed to and be subject to approval by County's 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, Provider 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, Provider 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) 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) Provider shall provide County with a certificate of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Provider shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein 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 Provider 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 and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Provider shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Provider's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

ARTICLE VI.
RECORDS, AUDITS, REPORTS, AND RECOVERY OF OVERPAYMENTS

A. Inspection Rights.

1. Provider, upon written request, shall make all of its books and records pertaining to the services furnished under the terms of this agreement available for inspection, examination, or copying:
 - a. By County, agents of the State of California, and the United States Department of Health and Human Services.
 - b. At all reasonable times at Provider's Facility or Provider's place(s) of business or at such other mutually-agreeable location(s) in California.
 - c. In a form maintained in accordance with the general standards applicable to such books or records.
 - d. For a term of at least seven years from the close of the County Fiscal Year in which this agreement was in last effect, or until resolution of any audit, review, claim, or litigation pursuant thereto, whichever is later. For the purposes of this agreement, the County Fiscal Year begins on July 1 and ends on June 30 of the following calendar year.
 - e. By making adequate office space available for review teams or auditors to perform the inspection, examination, and/or copying described herein. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their inspection, examination, and/or copying.
 - f. By permitting on-site reviews and audits during normal working hours with at least 72- hour notice, except that unannounced on-site reviews and requests for information may be made at the sole discretion of the inspecting entity in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended review and/or audit.
2. These audits or reviews may evaluate the following matters pertinent to Medi-Cal beneficiaries:
 - a. Level and quality of care, and the necessity and appropriateness of the services provided.
 - b. Internal procedures for assuring efficiency, economy, and quality of care.
 - c. Grievances or complaints relating to medical care and their disposition.
 - d. Beneficiary-related financial records when determined necessary by County to assure accountability for public funds.
3. The Parties agree that the purpose of the audits and reviews authorized by Article VI.A. of this agreement is solely to assess Provider and Provider's subcontractor's compliance with the terms and conditions of this agreement.
4. Provider does not waive the provisions of Evidence Code section 1157 with regard to medical staff records as applicable to state and federal laws and Provider's Bylaws.

B. Records to be Kept; Audits or Review; Availability; Period of Retention.

1. Provider or such Parties thereof as may be engaged in the performance of this agreement and subject to the inspection, examination, and copying of the information specified in this Article (Article VI) shall, upon 48 hours of advance notice and during customary business

hours, be subject to inspection, examination, and copying by any duly authorized agents of County, the State of California Department of Health Care Services (or any other subsequent appropriate state agency), the United States Department of Health and Human Services, and the Comptroller General of the United States. The United States Department of Health and Human Services and Comptroller of the United States are intended third-party beneficiaries of this covenant.

2. Provider shall maintain complete financial records including an annual, independent audit prepared in accordance with OMB Circular A-133, which clearly reflects the actual cost of each type of service for which Provider claims payment hereunder. The Beneficiary-eligibility determination and the fees charged to and collected from Beneficiaries shall also be shown in such records, and any apportionment of costs shall be made in accordance with P.L. 98-502 (31 USC §7501 et seq.), OMB A-133 and generally accepted accounting principles.
3. Provider shall maintain the above information in accordance with Medicare principles of reimbursement and consistent with the requirements of the State of California Health Facilities Commission. In cases where any of the above requirements are in conflict, Provider's compliance with any one of such requirements is sufficient.
4. Provider shall maintain medical records as required by sections 70747 through 70751 of Title 22 of the California Code of Regulations and other records related to a Beneficiary's eligibility for services, the service rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service, and the quality of service provided. Records shall be maintained in accordance with section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this Article (Article VI).

C. **Subcontracts.**

Provider shall maintain and make available to County, the United States Department of Health and Human Services, and agents of the State of California, upon written request, copies of all subcontracts for the performance of any of Provider's obligations and responsibilities under this agreement. Provider shall assure that all subcontracts entered into from the effective date of this agreement shall require subcontractors to:

1. Make all applicable books and records pertaining to this agreement available upon 48 hours of advance notice and during customary business hours for inspection, examination, or copying by County, the State of California Department of Health Services, or the United States Department of Health and Human Services.
2. Retain such books and records for a term of seven years from the close of the State of California's fiscal year in which the subcontract became effective or until resolution of any audit, review, or claim, or litigation pursuant thereto, whichever is later.

D. **Recovery of Overpayments to Provider, Liability for Interest.**

1. When an audit or review performed by any authorized agency discloses that Provider has been overpaid under this agreement, or where the total payments exceed the total liability under this agreement, Provider covenants that any such overpayment or excess payments over liability may be recouped by County by withholding the amount due from future payments, seeking recovery by payment from Provider, or a combination of these two methods.

2. When recoupment or recovery is sought under Article VI.D.1. of this agreement, Provider may appeal according to applicable procedural requirements of the regulations adopted pursuant to Part 2.5 of Division 5 (commencing at section 5775) of the Welfare and Institutions Code with the following exceptions:
 - a. The process for recovery or recoupment shall commence within 60 days after issuance of account status or demand resulting from an audit or review and shall not be deferred or tolled by the filing of a request for an appeal according to the applicable regulations.
 - b. Provider's liability to County for any overpayment or excess payment shall be as provided in section 5779(e) of the Welfare and Institutions Code.

E. **Confidentiality of Beneficiary Information.**

Notwithstanding any other provision of this agreement, names of Beneficiaries receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Chapter IV of Subchapter C of Part 431 of Subpart F of Title 42, of the Code of Federal Regulations (commencing at section 431.300) and section 14100.2 of the Welfare and Institutions Code and regulations adopted there under. For the purpose of this agreement, all information, records, data, and data elements collected and maintained under this agreement and pertaining to Beneficiaries shall be protected by Provider from unauthorized disclosure. This provision shall survive the termination, expiration, or cancellation of this agreement.

In addition, Provider shall comply with all other applicable state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; section 56.10 of the Civil Code; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy and security regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). This provision shall survive the termination, expiration, or cancellation of this agreement.

F. **Protection of Confidentiality and Programs.**

Except when disclosure is required by law, regulation, or legal process, Provider agrees to ensure the confidentiality of all information obtained from County including, but not limited to, financial, utilization, or any other information related to the delivery of health care.

G. **Third-Party Liability.**

Provider shall report within one business day to County whenever Provider discovers that the costs of Inpatient Psychiatric Services provided under this agreement and rendered either directly by Provider or through the instrumentality of a Provider subcontractor are covered, in whole or in part, by workers' compensation, tort liability, or casualty insurance. Nothing contained herein shall be construed to reduce or modify County's obligation to reimburse Provider for Medi-Cal benefits rendered to a Beneficiary.

ARTICLE VII.
PATIENTS' RIGHTS

A. Patients' Rights.

1. Provider shall comply with all applicable laws and regulations pertaining to the rights of Beneficiaries and patients. Specifically, Provider shall adopt and post in a conspicuous place or places a written policy on the rights of patients in accordance with section 70707 of Title 22 of the California Code of Regulations and shall comply with sections 5325 and 5325.1 of the Welfare and Institutions Code. Complaints by Beneficiaries shall be investigated by County's Patients' Rights Advocate, and, when appropriate, by the State of California Department of Health Care Services (or any other subsequent appropriate state agency) or other persons and entities as required by law or regulation.
2. Provider represents that it is familiar with provisions pertaining to rights of youth Beneficiaries. Provider shall operate in accordance with the provisions of Chapter 1 or Part 1 of Division 6 (commencing with section 6002.15) of the Welfare and Institutions Code, and other applicable laws and regulations.

B. Notification of Rights.

At the time of a Beneficiary's admission to Provider's Facility, the Beneficiary shall be notified in writing of their rights in accordance with section 70707 of Title 22 of the California Code of Regulations and with sections 5325 and 5325.1 of the Welfare and Institutions Code. The Beneficiary's signed and dated copy of the notification shall be kept in the Beneficiary's case record, a copy of which shall be made available to the client.

ARTICLE VIII
TERMS, TERMINATION, AND EFFECT OF TERMINATION

A. Term.

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

B. Termination Without Cause.

Provider and/or County may terminate this agreement upon providing the other Party with 30 days prior written notice. In any case, where such notice is provided, both Parties shall negotiate in good faith during such 30-day period in an effort to develop a revised agreement, which to the extent reasonably practical, under the circumstances, will adequately protect the interests of both Parties.

C. Termination Based on Unforeseen Events.

In the event that changes are made in County's agreement with the State of California for the provision of mental health services, Provider and County may terminate this agreement immediately by giving oral notice to the other Party based on the following unforeseen events:

1. Changes are made in the Medi-Cal program, or changes are made in federal laws or regulations governing the Medi-Cal program;
2. Changes are made in the Federal Medicare program;
3. Changes are made under other public or private health and/or Provider insurance programs, or policies, which have a material detrimental financial effect on the operations of Provider and/or County.

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

D. Notice to State.

If Provider terminates this agreement, County shall send a copy of the notice of termination to the State of California Department of Health Services.

E. Obligations After Termination.

In the event that this agreement is terminated, County may transfer individuals being treated under the terms of this agreement to another provider. If County is not able to transfer all affected individuals to another provider by the termination date, at County's request, Provider shall continue to provide Inpatient Psychiatric Services in accordance with the terms of this agreement to such individuals who have not been transferred, until those individuals have been transferred to another provider. Provider shall assist and cooperate with County during the transfer and shall provide all necessary information to ensure continuing care. Following the effective date of termination of this agreement, the provisions of this agreement shall be of no further force and effect except that:

1. Each Party shall remain liable for any obligations or liabilities arising from activities carried on by each Party prior to the effective date of termination.
2. The provisions relating to insurance; indemnification; maintenance of and access to books, documents, and records following termination; continuation of services following termination; compliance with the law; and other related provisions of this agreement; as well as non-disclosure, confidentiality, and non-disparagement provisions thereof shall survive the expiration, termination, or cancellation of this agreement.

F. **Right to Terminate**

County's right to terminate this agreement may be exercised by County's Board of Supervisors, County's Executive Officer, the HHSA Director, or any HHSA Branch Director designated by the Director.

ARTICLE IX.
APPLICABILITY OF STATUTES

A. Application of Statutes.

1. This agreement shall be governed and construed in accordance with the laws of the State of California and the United States, including, but are not necessarily limited to, the following:
 - a. Title XIX of the Social Security Act and regulations promulgated thereunder. (42 USC section 1396 et. seq.)
 - b. The California Welfare and Institutions Code and related provisions thereunder.
 - c. Titles 17 and 22 of the California Code of Regulations.
2. All references in this agreement to any law or regulation, state or federal, which may from time to time be changed by appropriate authority during the term of this agreement, are binding upon the Provider and County.

B. Severability.

1. In the event any provision of this agreement is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, and by any regulation duly promulgated by the United States or the State of California in accordance with law, or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.
2. If there is determination that any of the provisions of this agreement are invalid or unenforceable or declared null and void or which materially alters the obligations of either Party in such manner as to cause financial hardship to such Party, the Party so affected shall have the right to terminate this agreement upon providing 30 days prior written notice to the other Party.

ARTICLE X.
GRIEVANCES AND APPEALS

A. **Contract Administrator.**

The Director, or HHSA Branch Director, as designated by the Director, is hereby designated the Contract Administrator of this agreement. The Contract Administrator shall be the initial authority for presentation and resolution of disputes arising under this agreement.

B. **Hospital Grievance Procedures.**

Provider shall have in place its own internal grievance policies and procedures, a copy of which shall, upon request, be made available to County.

C. **Principles of Informal Resolution of Grievances.**

Each Party shall designate a liaison, pursuant to Article II.I., who shall act as the initial contact point for resolution of any dispute concerning the terms of this agreement or any services or activities carried on under its terms. County and Provider shall make every reasonable effort to resolve all disputes and differences informally. In the event of such dispute or difference, County and Provider shall initiate telephone or written contact with the respective designated liaisons.

D. **Designee for Beneficiary Grievances.**

For Beneficiary grievances, County's designee shall be the County's Patients' Rights staff.

E. **Formal Resolution of Beneficiary Grievances.**

The Beneficiary, or his/her representative, may initiate a formal grievance by filing a written or oral grievance with the Shasta County Managed Care Program. To file a written grievance the Beneficiary shall complete and submit the Shasta County Grievance Brochure (**EXHIBIT NO. 3**) to Shasta County Managed Care Program, P.O. Box 496005, Redding, CA 96049-6005. The Patient's Rights Advocate shall assist the Beneficiary to complete and submit the written form if necessary. Oral grievances may be filed by contacting the Shasta County Managed Care Program at (530) 245-6750. Confidentiality of the Beneficiary shall be protected at all stages of the grievance process.

F. **Provider Appeal Procedures.**

If an informal resolution does not resolve a dispute concerning the terms of this agreement, Provider will cooperate with formal grievance procedures developed by County and approved by the California Department of Health Care Services (or any other subsequent appropriate state agency) as described in **EXHIBIT NO. 2**.

ARTICLE XI.
HIPAA

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Provider understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. The Parties agree that, should either Provider or County fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including its officers, employees, and agents), for damages attributable to such failure. The indemnification provided in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of the Parties that are provided for in Article V.

ARTICLE XII
MISCELLANEOUS

A. **Time is of the Essence.**

Time shall be of the essence for each and every term, obligation, and condition of this agreement.

B. **Entire Agreement.**

This agreement, together with all EXHIBITS hereto, contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. It is the express intention of Provider and County that any and all prior or contemporaneous agreements, promises, negotiations, or representations either oral or written relating to the subject matter and period governed by this agreement which are not expressly set forth herein shall be of no further force, effect, or legal consequence after the effective date hereof.

C. **Amendments.**

No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provisions of Article IV D.2 of this agreement, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Provider and the County's 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).

D. **Headings.**

The headings or titles of articles and sections contained in this agreement are intended solely for the purpose of facilitating reference, are not a part of this agreement, and shall not affect the meaning or interpretation of this agreement.

E. **Independent Contractors.**

This agreement does not constitute a hiring by either Party. It is the Parties' intention that, to the full extent permitted by law, Provider shall be an independent contractor and not an employee of County nor the Shasta County Health and Human Services Agency, and in conformity therewith, that Provider shall retain sole and absolute discretion and judgment in the manner and means of carrying out Provider's activities and obligations under this agreement. Therefore, the Parties hereto are and shall remain independent contractors bound by the provisions hereof. Provider is responsible and obligated to County as to the results accomplished. Except as provided by law, County thereby obtains no authority or right to direct or control Provider's actions, and Provider assumes and retains discretion for methods, techniques, and procedures in management. Further, Provider acknowledges that neither it nor its employees are entitled to participate in any Workers' Compensation benefits, pension plan, retirement plan, bonus, or any similar benefits, which are provided by County as a condition of employment by County.

F. **Federal Healthcare Compliance Program.**

In entering into this agreement, Provider acknowledges and agrees to comply with the County's Program for Compliance with Federal Healthcare Programs and the County's Contractor Code of Conduct (Code of Conduct), attached and incorporated herein as **EXHIBIT NO. 4**. Should the

aforementioned Code of Conduct be amended during the term of this agreement, Provider shall comply with the Code of Conduct as amended and provided to Provider by County.

G. **No Inducement to Refer.**

Nothing contained in this agreement shall require County to refer any patients to Provider for treatment. The Parties enter into this agreement with the intent of conducting their relationship in full compliance with all applicable federal, state, and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Notwithstanding an unanticipated effect of the provisions herein, neither Party will intentionally conduct itself under the terms of this agreement in a manner to constitute a violation of federal, state, and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments.

ARTICLE XIII

NOTICES

- A. Except as may otherwise be specifically provided in this agreement with respect to oral notice, 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.

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

Provider: Chief Financial Officer
St. Helena Hospital
10 Woodland Rd.
St. Helena, CA 94574
Phone: (707) 642-0276
Fax: (707) 642-0509

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

EXHIBIT NO. 1
REIMBURSEMENT ADDENDUM

A. Provider Inpatient Service Reimbursement.

1. County shall pay Provider 100 percent of the following all-inclusive rates per day for admissions:

St. Helena Hospital (10 Woodland Road, St. Helena, CA):

Facility rate	\$ 1,210.00 per day
Psy Pro Fee (Physician fee) *	\$ 95.00 per day
All-inclusive rate	\$ 1,305.00 per day
Short Doyle rate	\$ 1,305.00 per day
Admin*	\$ 565.58 per day
* Physician fee due every day	

**St. Helena Hospital Center for Behavioral Health
(525 Oregon St., Vallejo, CA):**

Facility Rate	\$ 1,210.00 per day
Psy Pro Fee (Physician fee) *	\$ 95.00 per day
All-inclusive rate	\$ 1,305.00 per day
Short Doyle rate	\$ 1,305.00 per day
Admin*	\$ 565.58 per day
*Physician fee due every day	

2. The all-inclusive per diem rates, as described above, are to be the only payments made by County for Inpatient Psychiatric Services provided to Medi-Cal Beneficiaries under this agreement except where otherwise provided hereunder.
3. The rate structure under Section A.1 of this EXHIBIT shall not include transportation services required in providing Inpatient Psychiatric Services under this agreement. When transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for the Inpatient Psychiatric Services provided under this agreement.

The total compensation payable under this agreement shall not exceed \$100,000 during any County Fiscal Year, (July 1 – June 30).

COVERED/NON-COVERED SERVICES

The following services listed under “Covered Services” are included in the per diem rates, while services listed under “Non-Covered” Services are excluded from the per diem rates.

INCLUDED SERVICES

Clinical Laboratory Services
Dietary Services and Consultations
Drug Screening
Educational Services
Emergency Services
Family Therapy
Group Therapy
Involuntary Patient Care

Medical History and Physical Examination
Pharmacy Services
Psychiatric Nursing Services
Recreation Services
Seclusion Room w/Special Observation
Social Services
Urinalysis
Medical History
Physical Examination (Tech component)

NON-COVERED SERVICES

Ambulance Services
Arteriogram
Biofeedback
Brain Mapping
CAT Scans
Chest X-ray
Electrocardiography
Electroconvulsive Therapy (ECT)
Electroencephalography
Inhalation Therapy
MRI
Physician Services
Psychological Testing
Speech and Language Services

Both the Short-Doyle/Medi-Cal Maximum Allowance rate and the Federal Financial Participation are adjusted during the year. The rates noted in this agreement are subject to change, and Provider shall be paid at the adjusted interim rates up to the agreement's maximum amount, without amendment to this agreement.

EXHIBIT NO. 2
PROVIDER APPEAL PROCEDURE

- A. Every effort shall be made to process claims in a timely manner and resolve disagreements informally as outlined prescribed in Article X. of this agreement. In the event disagreements cannot be resolved informally, the following Provider appeal procedures are to be followed.
1. Provider may file a written appeal concerning the processing or payment of its claims for Inpatient Psychiatric Services provided pursuant to this agreement directly to the Fiscal Intermediary. The written appeal shall provide all facts and documents to support the Provider's appeal and that appeal shall clearly state the grounds for the appeal. The Fiscal Intermediary will have 60 days from receipt of the appeal to review the claim, seek information, and respond in writing to Provider.
 2. Provider may appeal a denied request for reimbursement of Inpatient Psychiatric Services provided pursuant to this agreement to County. The written appeal must be received by the Contract Administrator within 90 calendar days of the date of notification of the non-approval of payment. Appeals shall be in writing and include all relevant documentation.
 - a. County shall have 60 calendar days from the receipt of the appeal to inform the Provider in writing of the decision and its basis.
 - b. If no basis is found for altering the decision or the remedy is not within the purview of County, Provider will be notified of its right to submit the appeal to the State of California Department of Health Care Services (or any other subsequent appropriate state agency).
 - c. If County upholds Provider's appeal, County has 15 days from the date the Provider was notified in writing of the decision to submit an approved payment authorization document or take corrective action.
 3. If County does not respond within 60 days, Provider has the right to appeal directly to the State of California Department of Health Care Services (or any other subsequent appropriate state agency).
 4. If Provider wishes to appeal to the State of California Department of Health Care Services (or any other subsequent appropriate state agency), Provider must do so within 30 calendar days from the date of County's written decision or within 30 calendar days from expiration of the time within which the County is required to respond to an appeal, should County fail to respond.
 5. The State of California Department of Health Care Services (or any other subsequent appropriate state agency). will have 60 calendar days from the receipt of the appeal to notify in writing Provider and County of its decision and the basis for the decision. If the State of California Department of Health Care Services (or any other subsequent appropriate state agency) does not respond within 60 calendar days from the receipt of the appeal, the appeal is deemed denied.
 6. If the State of California Department of Health Care Services (or any other subsequent appropriate state agency). upholds Provider's appeal, County has 15 days from receipt of the State Department of Health Care Services' written decision to submit an approved payment authorization document or take corrective action.

EXHIBIT NO. 3
SHASTA COUNTY GRIEVANCE BROCHURE

WHAT HAPPENS TO YOUR GRIEVANCE?

To make sure your complaint is taken care of, we will:

- Send you a letter to say we got it.
- Choose someone that is not part of your complaint to look over your grievance.
- Send you a letter to tell you what was decided.

You will be treated fairly during this process.

Shasta County Health & Human Services Agency
Attn: Managed Care & Compliance HHB-502
P.O. Box 496005
Redding, CA 96049-6005

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY
2640 Breslauer Way
Redding, CA 96001
www.shastahhsa.net



Health and Human
Services Agency

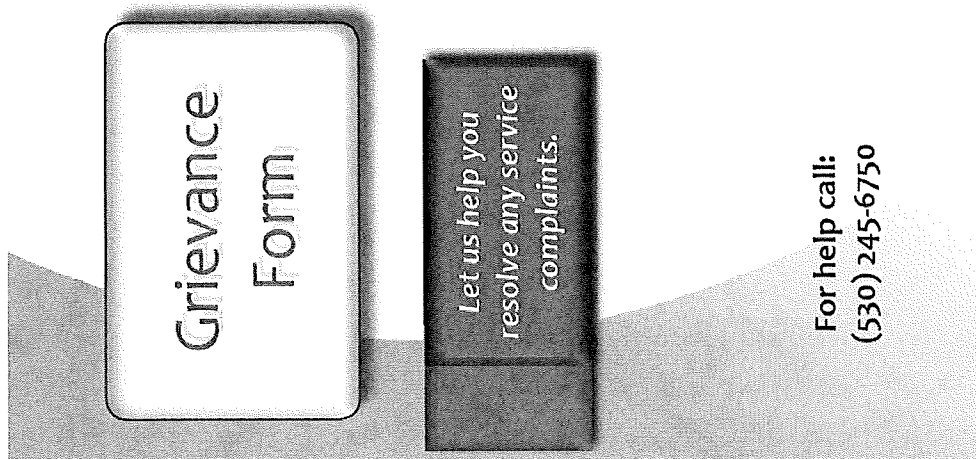
For questions, or the status of your grievance, call *Managed Care* at 530-245-6750 or toll free at 1-888-385-5201.

Our ADA coordinator may be reached at:
530-225-5515 (phone)
530-225-5345 (fax)
California Relay Service: 711



2640 Breslauer Way
Redding, CA 96001
Health and Human
Services Agency
www.shastahhsa.net

Revised 08/17



GRIEVANCE FORM

You may ask for help filling out this form or have someone do it for you.
You will be treated fairly if you file this form.

Date: _____ Location: _____
Name: _____ Birth Date: _____
Address: _____ City: _____ State: _____
Telephone: (home) _____ (work) _____ (cell) _____

Primary Language Spoken: _____

Describe the reason for your dissatisfaction: _____

How do you think this can be resolved? _____

Signature: _____

WHY FILE A GRIEVANCE?

Shasta County tries to work fairly with everyone but sometimes things do not work out. You can file a grievance if you are not happy with your services.

HOW TO FILE A GRIEVANCE

Fill out this form or tell us.

To tell us, call (530) 245-6750 or 1-888-385-5201. If you fill out the form, send it to the address on the back or give it to your health care worker.

EXHIBIT NO. 4

**SHASTA COUNTY HEALTH AND HUMAN SERVICES,
MENTAL HEALTH PLAN (MHP)
CONTRACTOR CODE OF CONDUCT**

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Contractors shall follow this Contractor Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and HHSA Contractor.

1. PURPOSE

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Contractors providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal beneficiaries) and this Agreement between the County of Shasta and Contractor, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHSA Contractors with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Contractor is expected to uphold this Code of Conduct;
- C. Failure to comply with this Contractor Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHSA Contractors and employees, volunteers, and interns of Contractor shall:

- A. Perform their duties in good faith and to the best of their ability;
- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;

- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Contractor;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Contractor;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or contractors;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other Party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHSA client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;
- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;

- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
1810 Market Street, Redding, CA 96001
P.O. Box 496005, Redding, CA 96049-6005
(530) 245-6750

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT - CONTRACTOR CERTIFICATION

I, _____, by signing this Certification
(*Print First and Last Name*)

acknowledge that:

1. I am an employee of St. Helena Hospital, a contractor of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

Contractor shall maintain all current signed Code of Conduct – Contractor Certification forms on file and retain forms for a period of seven years after employee no longer works for Contractor, and provide to HHSA upon request, or submit-depending upon agreement terms, this signed certification to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

Thank you.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - Health and Human Services-11.

SUBJECT:

Appointments to the Mental Health, Alcohol and Drug Advisory Board

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

Supervisory District No. : All

DEPARTMENT CONTACT: Dean True, Branch Director, HHSA Adult Services, (530) 225-5901

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

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

RECOMMENDATION

Take the following actions for the Shasta County Mental Health, Alcohol and Drug Advisory Board: (1) Reappoint Samuel Major for a three-year term to expire December 31, 2021; and (2) appoint Elizabeth Jarrett and Cindy Greene for three-year terms to expire December 31, 2021.

SUMMARY

The Shasta County Mental Health, Alcohol and Drug Advisory Board (MHADAB) recommends the reappointment of Samuel Major whose term expires December 31, 2018, to a new three-year term expiring December 31, 2021, and the appointment of Elizabeth Jarrett and Cindy Greene with three-year terms to expire December 31, 2021.

DISCUSSION

The MHADAB was established on December 15, 2009 by Resolution No. 2009-121 adopted by the Board of Supervisors. The MHADAB serves as a mental health board required by Welfare and Institutions Code (WIC), section 5604 and an alcohol and drug advisory board authorized by Health and Safety Code, section 11805. Three primary roles of the MHADAB are to: 1) provide mental health, alcohol and drug programs with regular community input regarding services; 2) identify unmet community needs; and 3) review draft Mental Health Services Act plans and annual updates, and conduct related public hearings.

On May 30, 2018, an Ad Hoc Membership Committee of the MHADAB reviewed applications and interviewed seven community members to fill vacant seats on the MHADAB. The Membership Committee's findings determined that Cindy Greene possesses unique qualities and experiences that will allow her to provide valuable input regarding mental health and substance use programs and services. At the October 8, 2018, special meeting, the MHADAB members present voted to recommend Cindy Greene to fill a current vacancy with a term to expire December 31, 2021.

At its November 7, 2018 meeting, the MHADAB members present voted to (1) reappoint Samuel Major to a three-year term from January 1, 2019 through December 31, 2021, and (2) appoint Elizabeth Jarret to a three-year term from January 1, 2019 through December 31, 2021. Both of these individuals bring unique qualities and experiences that will allow them to provide valuable input regarding mental health and substance use programs and services.

MHADAB Bylaws approved by the Board of Supervisors on December 15, 2009, which states:

Pursuant to Welfare and Institutions Code (WIC) section 5604(a)(2), 50 percent of the MHADAB membership shall be consumers or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. Pursuant to WIC, section 5604(a)(2), 20 percent of total membership shall be consumers, and at least 20 percent shall be families of consumers.

Of the remaining members, the MHADAB shall recommend individuals for appointment who represent the education community, the law and justice community (including, but not limited to, law enforcement, probation departments, and officers of the court), the health community (including, but not limited to, representatives from local hospitals, clinics, or individuals healthcare providers), representatives of community partners (programs serving individuals with mental health, alcohol and/or drug disorders), and the community at large.

Pursuant to WIC, section 5604.5, the MHADAB membership should reflect the demographic diversity of the county as a whole to the extent feasible.

Notices of Vacancies were posted as required by Government Code section 54974 and are on file with the Clerk of the Board's Office.

ALTERNATIVES

One alternative is not to approve the individuals recommended to serve on the MHADAB and to request that the MHADAB submit a new name or names for consideration.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation for legal sufficiency. The County Administrative Office has reviewed the recommendation. The MHADAB supports the recommendation.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - Health and Human Services-12.

SUBJECT:

Retroactive revenue agreement with the California Office of Traffic Safety for the Drive Safe Shasta impaired driving prevention program.

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions: (1) Approve and authorize the Chairman to sign a retroactive revenue agreement, #DI19019, with the California Office of Traffic Safety (OTS) in an amount not to exceed \$300,000 to promote safe driving through the Drive Safe Shasta program for the period October 1, 2018 through September 30, 2019; (2) approve and authorize the Health and Human Services Agency (HHSA) Public Health and Business and Support Services Branch Directors, authority to sign prospective and retroactive amendments and other documents associated with the agreement that result in a net change of no more than \$30,000 to the maximum compensation and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (3) approve and authorize the Chairman and the HHSA Public Health and Business and Support Services Branch Directors authority to sign the Alternate Signature/Grant Electronic Management System (GEMS) User Authority form and authorize the HHSA Public Health and Business and Support Services Branch Directors to sign documents on behalf of HHSA, and log into the GEMS for all matters relating to the OTS grant, including but not limited to, completing and submitting Quarterly Performance Reports and reimbursement claims; and (4) approve and authorize the HHSA Public Health and Business and Support Services Branch Directors to designate one Community Education Specialist I/II and one Accounting Technician, when necessary, to sign the GEMS User Authority form only for the purpose of logging into the GEMS for all matters relating the to the OTS grant, including but not limited to, completing and submitting Quarterly Performance Reports and reimbursement claims.

SUMMARY

Approval of this recommendation will allow Health and Human Services Agency (HHSA) – Public Health to receive California Office of Traffic Safety (OTS) funding to educate teens and young adults about the consequences of distracted and drug impaired driving to prevent injuries and fatalities in Shashtra county caused by motor vehicle collisions.

DISCUSSION

Driving while under the influence of harmful substances is a significant public health and traffic safety concern. The number of Driving Under the Influence (DUI) arrests in Shasta County had been declining from 2012 (1,098 arrests) to 2016 (720 arrests), however there was a slight increase in 2017 with a total of 794 DUI arrests. The rise in prescription drug use and the recent California legalization of marijuana for recreational purposes could contribute to increased drug impaired driving.

Shasta County HHS-A-Public Health has been fortunate to receive funding from OTS in the past to address DUI, Distracted Driving, and seat belt use in Shasta County. Past grant activities were conducted in collaboration with the District Attorney's Office, the Public Defender's Office, Injury Prevention Coalition of Shasta County, a group comprised of local enforcement agencies and non-profit organizations such as Shasta County Chemical People, Inc., hospitals, etc. This grant funding will give HHS-A-Public Health an opportunity to sustain our efforts to prevent impaired driving in Shasta County.

The major efforts funded through this agreement include: 1) Providing interactive educational booths and resources at Shasta College, local high schools, local health fairs, to educate the public about the unintended consequences of impaired driving; 2) Maintaining two social media websites to promote drug impaired driving prevention education; and 3) Conducting impaired driving prevention campaigns in high schools. The campaigns will involve activities such as interactive educational booths, distribution of educational items, and disseminating traffic safety messaging through announcements, speaker presentations, educational displays, bulletins, banners, and posters.

In addition to preventing unnecessary death, human suffering, and disability, a reduction in traffic injuries will benefit the community financially through reduced hospitalization, medical care, and rehabilitation costs. This grant will also strengthen collaborative efforts to prevent motor vehicle collision-related injuries in Shasta County.

The Office of Traffic Safety uses one form delegating authority to access their Grant Electronic Management System (GEMS). It is necessary for us to have front-line staff access the GEMS system but they will not have authority to sign documents on behalf of Shasta County. The documents that need to be signed will go through normal County approval processes.

ALTERNATIVES

Alternatives include not approving the agreement or requesting that revisions be made to the agreement. Another alternative is to revise the recommended authority for the Branch Directors.

OTHER AGENCY INVOLVEMENT

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

Project activities will be performed in collaboration with Shasta County high schools, junior high schools, and local partners such as the Shasta County Chemical People, California Highway Patrol, Anderson Police Department, Shasta Regional and Mercy Medical Centers, Shasta Community Health Center, Caltrans, Department of Motor Vehicles, Shasta County Office of Education, Mothers Against Drunk Driving, and other agencies and individuals committed to the prevention of unintentional injury.


FINANCING

The appropriations and revenue associated with this grant agreement were included in the department's Fiscal Year 2018-19 Adopted Budget. No additional County General Funds are requested with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
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1. GRANT TITLE Drive Safe Shasta	
2. NAME OF AGENCY Shasta County	3. Grant Period
4. AGENCY UNIT TO ADMINISTER GRANT Shasta County Health and Human Services Agency	From: 10/01/2018 To: 09/30/2019
5. GRANT DESCRIPTION This countywide program will educate teens, teen influencers, and adults about the dangers and consequences of alcohol-impaired, drug-impaired and distracted driving. Activities will encourage teens to drive responsibly, be responsible passengers and responsible pedestrians. This will be done through educational programming and dissemination of messages to teens and their parents. Activities will provide education related to teen driver, pedestrian safety, DUI, and distracted driving prevention; and will include educational campaigns, presentations, traffic safety events, community events, and educational activities on school campuses. Grant activities will be conducted through collaboration among community and agency partners and will include peer-driven education and awareness campaigns.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$300,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)• Exhibit A – Certifications and Assurances• Exhibit B* – OTS Grant Program Manual *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov . We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Terri Fields Hosler PHONE: 530-245-6869 TITLE: Branch Director FAX: 530-225-3743 ADDRESS: 2650 Breslauer Way Redding, CA 96001 EMAIL: tfieldshosler@co.shasta.ca.us _____ (Signature) (Date) C. FISCAL OR ACCOUNTING OFFICIAL NAME: Tracy Tedder PHONE: 530-229-8425 TITLE: Branch Director - HHSA FAX: 530-225-5555 ADDRESS: 1810 Market Street Redding, CA 96001 EMAIL: ttedder@co.shasta.ca.us _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Les Baugh PHONE: (530) 225-5557 TITLE: Chairman, Board of Supervisors FAX: (530) 225-5189 ADDRESS: 1450 Court St., Suite 308B Redding, CA 96001-1673 EMAIL: lbaugh@co.shasta.ca.us _____ (Signature) (Date) D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Rhonda L. Craft PHONE: (916) 509-3030 TITLE: Director FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov _____ (Signature) (Date)
E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS INFORMATION DUNS #: 103497280 REGISTERED ADDRESS: 1450 Court Street CITY: Redding ZIP+4: 96049-6005

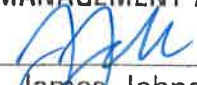
10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DD-19	20.616	0521-0890-101	2018	2018	29/18	\$300,000.00
				AGREEMENT TOTAL		\$300,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$300,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$300,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			
						

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Alan B. Cox
Deputy County Counsel

11/28/18

RISK MANAGEMENT APPROVAL

BY:  11/27/18
James Johnson
Risk Management Analyst

GRANT AGREEMENT**DI19019**

Schedule A

1. PROBLEM STATEMENT

The loss of lives and the high cost of injuries due to motor vehicle crashes create a significant traffic safety and public health problem in Shasta County, especially for young people. Alcohol, unsafe speed and driving while under the influence of harmful substances are major causes of motor vehicle collisions and significant public health and traffic safety concerns. In addition, the rise in prescription drug use and the recent California legalization of marijuana for medical and recreational purposes presents unprecedented challenges in injury prevention. Increasing public health and traffic safety concerns related to increased drug presence among drivers is a focus of this project with the goal of preventing driving while under the influence of harmful substances.

In FFY 2015, Shasta County had 32 fatal collisions and 752 injury collisions resulting in 36 fatalities and 1,092 victim injuries. While only 17% of the fatal and injury collisions during FFY 2015 involved alcohol, 44% of the fatal collisions involved alcohol. In FFY 2015, 5% of fatal and injury traffic collisions involving alcohol included a HBD driver under the age of 21 and 31% involved a HBD aged 21-34. There were 25 collisions in FFY 2014 in which one of the drivers was under the influence of drugs, accounting for three percent (3%) of all fatal and injury collisions. Four of these were fatal collisions, accounting for sixteen percent (16%) of fatal collisions. Furthermore, Shasta County had 744 driving under the influence arrests in 2014. In the Cities of Redding and Anderson, which account for over 55% of Shasta County's population, almost 31% of DUI drivers tested positive for drugs.

There were 41 collisions involving a pedestrian in FFY 2014 resulting in five (5) victims killed and 37 victims injured. This accounts for five percent (5%) of fatal and injury collisions, nineteen percent (19%) of all fatalities and four percent (4%) of all injuries.

Office of Traffic Safety Rankings for FFY 2015 indicate that out of 58 counties in California, Shasta County had the 33rd highest number of total fatal and injury collisions (2nd in 2010), and 8th highest number of alcohol-involved collisions (9th in 2010), 15th highest number of HBD Drivers < 21 (35th in 2010), and 16th highest number of HBD Drivers 21-34 (6th in 2010). Out of 105 cities of similar size (Category C, 50,001 to 100,000) Redding (the county's main population base) had the 51st highest number of fatal and injury collisions (17th of 103 in 2010), and 23rd highest number of HBD Drivers 21-34 (75th in 2010).

According to the Substance Abuse and Mental Health Services Administration (SAMHSA), regardless of age, illicit drug use estimates for 2016 continue to be driven primarily by marijuana use and the misuse of prescription pain relievers.¹

The increased probability of driving under the influence of prescription drugs is a major concern within our County. In 2016, Shasta County had 1,159.4 opioid prescriptions per 1,000 residents vs. the State average of 562.34 per 1,000 residents. In 2014, Shasta County had a total of 1,588 alcohol and other drug related emergency room visits at a rate of 885.6 per 100,000 vs. the State average of 455.2 visits per 100,000. A nationwide survey of 12th grade students reports that prescription opioid drug use outside of medical supervision was 4.2 percent in 2016.² Additionally, Shasta County has one of the highest rates of drug related deaths, significantly higher than that of California.

The recent statewide legalization and access of marijuana for adult use could contribute to drug-impaired driving. Research has shown when access to a drug is increased, youth use and normalization of the drug increase as well. The adverse effects of both short-term use, long-term use and heavy use of marijuana include impaired motor coordination, reduced driving ability and simultaneous use of alcohol can increase the risk of injury and fatality.³ Nationwide, the annual prevalence of daily marijuana use among 12th grade students in 2016 was 5.9%.⁴ Studies indicate that both immediate exposure and long-term exposure to marijuana impair driving ability.⁵ Additionally, marijuana is the illicit drug most frequently reported in connection with impaired driving and collisions, including fatal collisions.⁶

A national study conducted by Liberty Mutual and SADD (Students Against Destructive Decisions), reports that 68% and 76% of teens and parents, respectively, said that driving under the influence of marijuana is risky, compared to 88% and 93% who thought driving under the influence of alcohol was dangerous. There is a need to better educate our youth and parents about how marijuana and other drugs can impair driving.

Barriers to working to prevent impaired driving include a lack of local funding for prevention including community education and outreach, the absence of driving while under the influence drug testing protocols and the limited ability

Citations

1. Substance Abuse and Mental Health Services Administration. (2017). Key substance use and mental health indicators in the United States: Results from the 2016 National Survey on Drug Use and Health (HHS Publication No. SMA 17-5044, NSDUH Series H-52). Rockville, MD: Center for Behavioral Health Statistics and Quality, Substance Abuse and Mental Health Services Administration. Retrieved from <https://www.samhsa.gov/data/>
2. Monitoring the Future Study, the University of Michigan, 2016.
3. Volkow, N., et al. Adverse Health Effects of Marijuana Use. The New England Journal of Medicine. N Engl J Med 2014;370:2219-27. DOI: 10.1056/NEJMr1402309.
4. Monitoring the Future Study, the University of Michigan, 2016.
5. Brady JE, Li G. Trends in alcohol and other drugs detected in fatally injured drivers in the United States, 1999-2010. Am J Epidemiol 2014;179:692-9.
6. Ibid.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of persons killed or injured in all motor vehicle collisions in Shasta County involving 16-19 year olds from FFY 2013-2015 annualized average of 171.3 to 154.2 by 2017-2019 (10% improvement)
4. Reduce the number of persons killed or injured in all motor vehicle collisions in Shasta County involving 16-24 year old drivers from FFY 2013-2015 annualized average of 352.3 to 317.1 by 2017-2019 (10% improvement).
5. Reduce the number of persons killed or injured in motor vehicle collisions in Shasta County involving drivers under the influence of drugs from FFY 2013-2015 annualized average of 35.0 to 31.5 by 2017-2019 (10% improvement).

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. Collaborate with municipalities to encourage inclusion of posting of DUI-MJ education as a requirement of having a business license for marijuana business.
3. Conduct 2 traffic safety activities in 2 junior high/high schools in October in recognition of National Teen Driver Safety Week, in an effort to reach 200 students.
4. Conduct 2 traffic safety activities in 2 junior high/high schools during National Impaired Driving Prevention Month in December, in an effort to reach 200 students.
5. Conduct 2 traffic safety activities in 2 junior high/high schools during National Distracted Driving Awareness Month in April, in an effort to reach 200 students.
6. Conduct 2 traffic safety activities in 2 junior high/high schools during Global Youth Traffic Safety Month in May, in an effort to reach 200 students.
7. Conduct a traffic safety program, such as the Ticket Your Parents Program, in 2 Elementary/Jr. High Schools, in an effort to reach 200 people.
8. Coordinate 4 crashed car events at 4 community events/schools, impacting 2,000 residents.
9. Coordinate 13 traffic safety presentations in Junior High/High Schools provided by an outside vendor, impacting 3,000 students.
10. Create a National Distracted Driving Awareness Month display for public viewing during April 2019.
11. Create a National Impaired Driving Prevention Month display for public viewing during December 2018.
12. Create a National Teen Driver Safety Week educational display for public viewing from October 21-27, 2018.
13. Create a California Pedestrian Safety Month display for public viewing during September 2019.
14. Describe and assess separately the effectiveness of social media messages by providing the number of messages produced, subject of each message, number of postings for each

Target Number

2

2

2

2

2

4

13

1

1

1

1

message, total size of audience reached, total cost or donated value, and conduct evaluation surveys as appropriate.	
15. Develop, order and distribute educational materials to educate the community about the consequences of drug-impaired driving and distracted driving, using the services of a graphic designer.	
16. Develop and implement an education campaign on drugged driving which would include the scope of the problem, the risks associated with drugged driving, and the laws and penalties for a DUID, using the services of a graphic designer.	1
17. Distribute driving under the influence of marijuana prevention posters/educational materials, for posting, to local marijuana retailers warning of the dangers of driving impaired as well as the consequences of a driving under the influence of drugs offense.	
18. Distribute driving under the influence of prescription drugs prevention posters/educational materials, for posting, to local pharmacies warning of the dangers of driving impaired as well as the consequences of a driving under the influence of drugs offense.	
19. Establish and maintain collaboration with partner agencies such as local law enforcement, injury prevention coalitions, high schools, colleges and youth organizations.	
20. Host traffic safety booths at 4 community events/health fairs, in an effort to reach 1,000 people.	4
21. Increase parental involvement and knowledge as their teens biggest influencer for safe driving habits and to not drive impaired.	
22. Issue a press release for National Teen Driver Safety Week, October 21-27, 2018.	1
23. Issue a press release for National Impaired Driving Prevention Month, December 2018.	1
24. Issue a press release for National Distracted Driving Awareness Month, April 2019.	1
25. Issue a press release for California Pedestrian Safety Month, September 2019.	1
26. Maintain and utilize 2 social media websites to promote drug-impaired driving education among youth and young adults.	2
27. Participate in the following campaigns: 28. National Teen Driver Safety Week - October 21-27, 2018; National Impaired Driving Prevention Month - December 2018; and National Distracted Driving Awareness Month - April 2019; California Pedestrian Safety Month - September 2019.	4
29. Participate in quarterly Injury Prevention Coalition of Shasta County meetings.	4
30. Provide educational DUI Prevention information at 4 crashed car events.	4
31. Utilizing 2 web-based videos produced in 2018, educate the public about the consequences of drug-impaired driving, in an effort to reach 2,500 people.	2,500

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter. Identify additional work (tasks) to be conducted in order to accomplish the stated objectives.
- Assign staff to project and set up operational procedures.
- Attain approval for a grant kick-off press release by November 1st.
- Plan for participation in National Teen Driver Safety Week in October 2018.
- Plan for participation in Drunk and Drugged Driving Prevention Month in December 2018.
- Plan for participation in National Distracted Driving Awareness Month in April 2019.
- Plan and prepare for interactive educational booths and prepare resources.
- Develop, order and distribute educational materials to educate the community about the consequences of drug-impaired driving.
- Begin county contract process to attain outside agency to provide traffic safety presentations.
- Begin contract for crashed car to be used at crashed car events.
- Utilize social media to deliver traffic safety messages and inform high school and college students of events.
- Plan for establishing contact with local marijuana businesses in order to distribute educational materials.
- Plan for establishing contact with local pharmacies in order to distribute educational materials.
- Plan for educational presentations utilizing web based videos for youth and adults.
- Research and plan for a “full picture” campaign on impaired driving.

- Develop relationships with local municipalities.
- Establish contact with partner agencies such as local law enforcement, injury prevention coalitions, high schools, colleges and youth organizations.
- Plan to participate in quarterly Injury Prevention Coalition of Shasta County meetings.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

Identify the work (tasks) to be conducted in order to accomplish the stated objectives:

- Participate in National Teen Driver Safety Week campaign in October.
- Participate in National Impaired Driving Prevention Month campaign in December.
- Participate in National Distracted Driving Awareness Month campaign in April.
- Conduct interactive educational booths and distribute resources.
- Develop, order and distribute educational materials to educate the community about the consequences of drug-impaired driving.
- Coordinate with outside agency to present traffic safety presentations.
- Conduct crashed car events with interactive educational booths.
- Utilize social media to deliver traffic safety messages and inform high school and college students of events.
- Distribute DUID educational materials to local marijuana businesses.
- Distribute DUID educational materials to local pharmacies.
- Conduct educational presentations utilizing web based videos for youth and adults.
- Conduct a “full picture” campaign on impaired driving.
- Discuss with local municipalities inclusion of educational materials as a resource for marijuana businesses.
- Continue relationships with partner agencies such as local law enforcement, injury prevention coalitions, high schools, colleges and youth organizations.
- Plan to participate in quarterly Injury Prevention Coalition of Shasta County meetings.
- Plan for and participate in the California Pedestrian Safety Month campaign in September.
- Create educational displays for public viewing.
- Issue press releases for National Teen Driver Safety Week in October; National Impaired Driving Prevention Month in December, National Distracted Driving Awareness Month in April; and California Pedestrian Safety Month in September.
- Conduct traffic safety lunchtime activities in 2 schools during National Impaired Driving Prevention Month in December, National Distracted Driving Awareness Month in April; and Global Youth Traffic Safety Month in May.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program

was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

Schedule B

GRANT NUMBER**DI19019**

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DD-19	20.616	National Priority Safety	\$300,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
Full-Time		
Community Education Specialist II	20.616	\$66,828.00
Benefits-Community Education Specialist II	20.616	\$27,319.00
Community Education Specialist II	20.616	\$66,828.00
Benefits-Community Education Specialist II	20.616	\$38,647.00
Overtime		\$0.00
Part-Time		
Senior Public Health Assistant	20.616	\$17,799.00
Benefits-Senior Public Health Assistant	20.616	\$12,064.00
Category Sub-Total		\$229,485.00
B. TRAVEL EXPENSES		
In State Travel	20.616	\$7,500.00
		\$0.00
Category Sub-Total		\$7,500.00
C. CONTRACTUAL SERVICES		
Crashed Car Displays	20.616	\$3,000.00
Traffic Safety Presenters	20.616	\$17,000.00
Graphic Designer	20.616	\$31,250.00
Category Sub-Total		\$51,250.00
D. EQUIPMENT		
		\$0.00
Category Sub-Total		\$0.00
E. OTHER DIRECT COSTS		
Educational Materials	20.616	\$11,765.00
Category Sub-Total		\$11,765.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$300,000.00

GRANT AGREEMENT**DI19019**

Schedule B-1

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
Community Education Specialist II - will act as the Project Coordinator and will plan and implement project goals and ensure accurate and timely completion of grant objectives. This position will also be responsible for monitoring the budget and preparing required reports. 1 x 12 months x \$5,569.03	12
Benefits-Community Education Specialist II - Total Benefit Rate @ 40.88% 8.94% Health Insurance 20.033 % Retirement 7.65% Social Security/FICA/OASDI 0.155% Unemployment Insurance 0.84% Workers Compensation 3.00% Other - OPEB 0.26% Liability Insurance Exposure	1
Community Education Specialist II - will plan and implement project goals and ensure accurate and timely completion of grant objectives. 1 x 12 months x \$5,569.03	12
Benefits-Community Education Specialist II - Total Benefit Rate @ 57.83% 25.89% Health Insurance 20.033% Retirement 7.65% Social Security/FICA/OASDI 0.155% Unemployment Insurance 0.84% Workers Compensation 3.00% Other - OPEB 0.26% Liability Insurance Exposure	1
Senior Public Health Assistant - will assist the Community Education Specialist II's with the implementation of project activities and outreach efforts. 1 x 12 months x \$3,224.52 x 46%	12
Benefits-Senior Public Health Assistant - Total Benefit Rate @ 67.78% 35.84% Health Insurance 20.033% Retirement 7.65% Social Security/FICA/OASDI 0.155% Unemployment Insurance 0.84% Workers Compensation 3.00% Other - OPEB 0.26% Liability Insurance Exposure	1
TRAVEL EXPENSES	
In State Travel - costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
Crashed Car Displays - for a local towing company to provide a DUI crashed vehicle and towing services for the DUI crashed vehicle to and from four separate crashed car events, on four separate days, at four separate venues for educational purposes. 4 x \$750/day = \$3,000	1
Traffic Safety Presenters - for a speaker to provide highly effective traffic safety presentations that	1

convey messages about the risks and consequences of drinking and driving, distracted driving and making the right choices when behind the wheel and as a passenger. 13 x \$1,308/presentation = \$17,000	
Graphic Designer - for a graphic designer to develop a DUID campaign including social media messaging, create educational displays for traffic safety theme months, design a booth for public outreach, and develop traffic safety educational materials. \$10,000 for DUID campaign + \$5,000 for educational displays + \$10,000 for booth design + \$6,250 for development of educational materials = \$31,250	1
EQUIPMENT -	
OTHER DIRECT COSTS Educational Materials - costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.	1
INDIRECT COSTS -	
STATEMENTS/DISCLAIMERS Program Income: There will be no program income generated from this grant. Salaries: Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements. Supplanting: Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.	

CERTIFICATIONS AND ASSURANCES**HIGHWAY SAFETY GRANTS****(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) 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. Code. 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) 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 (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY

Alternate Signature / GEMS User Authority

OTS-55 (New 10/17)

INSTRUCTIONS:

1. The Grantee Authorizing Official listed on Page 1 of the grant agreement may submit this form to OTS requesting delegation and signature / Grant Electronic Management System (GEMS) user authority for one or more of their employees to be an authorized individual on a grant.
2. Submit one Alternate Signature / GEMS User Authority form per grant.
3. All individuals listed on this form will be authorized to sign documents on behalf of their organization and will be able to log into GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.
4. Each grant is allowed a total of five (5) authorized signatories / GEMS users (including the Authorizing Official).
5. Complete the information below.
6. Email the completed form to: Grants@ots.ca.gov
7. Retain the original form in your OTS grant file.
8. If there are any changes in alternate authorized signatories / GEMS users after this form has been submitted, please submit a new form indicating changes.

As the Authorizing Official for OTS Grant # DI19019

I hereby authorize the following individual(s) to represent and have signature / GEMS user authority for all matters related to the above referenced grant.

Signature - Authorizing Official of Above Referenced Grant

Date

Les Baugh

Chairman, Board of Supervisors

Print Name

Title

Shasta County Health and Human Services Agency

Agency

Alternate Signatures / GEMS User Authority:

Signature

Date

Terri Fields Hosler

Branch Director, Public Health

Print Name

Title

tfieldshosler@co.shasta.ca.us

530-245-6869

Email Address

Phone

Shasta County Health and Human Services Agency

Agency

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY

Alternate Signature / GEMS User Authority

OTS-55 (New 10/17)

Signature	Date
Tracy Tedder	Branch Director, HHSA
Print Name	Title
ttedder@co.shasta.ca.us	530-229-8425
Email Address	Phone
Shasta County Health and Human Services Agency	
Agency	

Signature	Date
Carmen Schuette	Community Education Specialist II
Print Name	Title
cschuette@co.shasta.ca.us	530-229-8424
Email Address	Phone
Shasta County Health and Human Services Agency	
Agency	

Signature	Date
Zach Evers	Accounting Technician
Print Name	Title
zevers@co.shasta.ca.us	530-245-6746
Email Address	Phone
Shasta County Health and Human Services Agency	
Agency	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018
CATEGORY: Consent - Health and Human Services-13.

SUBJECT:

AGREEMENT WITH PARTNERSHIP HEALTHPLAN OF CALIFORNIA FOR WHOLE CHILD MODEL PROGRAM

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Fields Hosler, MPH, RD – Public Health Branch Director. (530) 245-6869

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

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

RECOMMENDATION

Take the following actions: (1) Approve and authorize the Chairman to sign: (a) An evergreen Memorandum of Understanding (MOU) with Partnership Healthplan of California with no compensation to document the standards relating to the local administration of, and minimum services to be provided by, counties and Medi-Cal managed care plans in the development of the Whole Child Model program effective January 1, 2019; and (b) the evergreen Business Associate Agreement attached to the MOU effective January 1, 2019; and (2) approve and authorize the Health and Human Services Agency Director, or his/her designated Branch Director or Deputy Branch Director, limited authority to sign prospective and retroactive amendments during the term of the MOU that do not result in a substantial or functional change to the original intent of the MOU and do not add compensation, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

N/A

DISCUSSION

Senate Bill 586 authorizes the Department of Health Care Services (DHCS) to establish the Whole Child Model (WCM) program in designated County Organized Health Systems (COHS) to incorporate California Children's Services (CCS) program covered services for Medi-Cal eligible CCS children and youth into a Medi-Cal managed care plan contract. Shasta County is one of 21 specified counties to implement the WCM program and is required to begin implementation on January 1, 2019. Welfare and Institution Code section 14094.9 requires the WCM program counties and managed care plans to use a memorandum of understanding template developed by the California Department of Healthcare Services. Signing this agreement will ensure that Shasta County is in compliance with state law.

ALTERNATIVES

An alternative is to not approve the agreement however this would cause the County to be out of compliance with state law.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
MOU Business Assoicate Agreement	12/4/2018	MOU Business Assoicate Agreement
Partnership HealthPlan WCM MOU	12/6/2018	Partnership HealthPlan WCM MOU



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of January 1, 2019 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and SHASTA COUNTY CCS PROGRAM (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and SHASTA COUNTY CCS PROGRAM may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Memorandum of Understanding effective January 1, 2019 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean SHASTA COUNTY CCS PROGRAM
- 2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 2.4 Services. “Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164;
- 3.4 Promptly report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI within 24 hours to the Plan. Business Associate shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Business Associate shall indemnify the Plan against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;
- 3.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.6 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.7 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;
- 3.8 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;
- 3.9 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.10 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;

- 3.11 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.12 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 3.13 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement.
- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of January 1, 2019 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
- 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
- 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
- 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form;
- 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
- 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- 7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA SHASTA COUNTY CCS PROGRAM

Liz Gibboney

Chief Executive Officer,
Partnership HealthPlan of California

Date: _____

Les Baugh

Chairman,
Shasta County Board of Supervisors

Date: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

Partnership HealthPlan of California (PHC)

AND

Shasta (COUNTY) CALIFORNIA CHILDRENS SERVICES (CCS) WHOLE CHILD

MODEL PROGRAM

I. BACKGROUND

The California Children's Services (CCS) Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. The CCS Program is administered as a partnership between county health departments, the California Department of Health Care Services (DHCS), and some County Organized Health Systems (COHS) plans. Health and Safety Code, section 123800 et seq. is the enabling statute for the CCS Program. The explicit legislative intent of the CCS Program is to provide medically necessary services for children with CCS-eligible conditions. The statute also requires that DHCS and the county CCS Programs seek eligible children by cooperating with local public or private agencies and providers of medical care to enroll eligible children.

Senate Bill (SB) 586 Chapter 625 Statute of 2016 authorizes DHCS to establish the Whole Child Model (WCM) in all COHS counties, except Ventura County, to incorporate CCS covered services for the Medi-Cal eligible CCS children and youth into a Medi-Cal managed care health plan (PHC) contract. Additionally, under the WCM, some CCS administrative functions that are currently the responsibility of the county CCS Programs will move to the WCM PHC.

CCS Program covered medical conditions are outlined and authorized in Title XXII, sections 41401 - 41518.9, for beneficiaries who have these covered conditions. These regulations are further clarified by CCS Numbered Letters (NLs) located on the CCS website at www.dhcs.ca.gov/services/ccs/Pages/CCSNL.aspx.

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between Shasta County and PHC is to identify each party's responsibilities and obligations to each other in accordance with and based on Health and Safety Code, section 123800 et seq., statutory requirements related to administration of the CCS Program by local county programs and the PHC respective contract with DHCS. This MOU explains how the Shasta County and PHC shall coordinate care, conduct administrative activities and information exchange

activities required for the effective and seamless delivery of services to CCS WCM beneficiaries.

The County CCS Program will retain all administrative responsibilities of case management, care coordination, provider referral, and service authorization functions of the County CCS Program as it pertains to CCS State-Only children or children not actively enrolled in a COHS plan.

III. TERM

This MOU is effective from January 1, 2019 DHCS will have final review and approval prior to the signing of the MOU.

IV. CONFIDENTIALITY

All responsibilities and information shared by the County and PHC in the provision of services for CCS WCM beneficiaries and under this MOU, shall adhere to all applicable federal, state and/or local laws and regulations relating to confidentiality.

V. LIABILITY AND INDEMNITY

County and PHC shall not be liable to third parties for any act or omission of the other party. Each party shall be solely liable for negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU. If either the County or PHC becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other and hold harmless the other from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

VI. RECORDS, AUDITS & INSPECTIONS

County and PHC shall at any time, upon reasonable notice during business hours, and as necessary, make all of its records and data with respect to the matters covered by this MOU and the CCS Program available for examination by the other, local, state, or federal authorities, pursuant to applicable state or federal law or regulation.

VII. SCOPE OF RESPONSIBILITIES

The table below identifies the roles and responsibilities of each party as they relate to providing health care services to CCS beneficiaries including Eligibility and Enrollment services, Case Management services, Continuity of Care services, Advisory Committees, Data Sharing, Dispute Resolutions, Neonatal Intensive Care Unit (NICU) services and Quality Assurance. Not all CCS applicable regulations are listed in the table below. Where applicable, timelines and timeliness not specified in this document shall be defined pursuant to the Numbered Letters.

A. Beneficiary Eligibility and Enrollment (Case Identification and Referral)

PHC	CCS Program
<p>PHC shall provide necessary documentation, medical records/case notes/reports, to the county CCS Program to assist with medical eligibility determination.</p> <p>All potential CCS eligible beneficiaries identified by PHC shall be referred to the county CCS Program. Additionally, potential CCS eligible beneficiaries identified by PHC authorized providers may be referred to the county CCS Program as appropriate.</p> <p>PHC shall inform the beneficiary and the family (or designated legal caregiver) <u>within 90 days of referral to the CCS Program</u>, and provide access to medical care related to the CCS eligible condition.</p> <p>PHC shall ensure that appropriate staff has access to the CMSNet Provider Electronic Data Interchange System (PEDI) to view the status of CCS-eligible member data.</p> <p>PHC shall provide medical documentation to county CCS Program for annual medical review (AMR) of CCS Program eligibility, where available.</p> <p>PHC shall provide notification and necessary documentation to the county CCS Program to assist with transition from managed care to CCS-State Only</p> <p>PHC shall provide notification to the county CCS Program when PHC becomes aware the beneficiary has moved out of the county.</p>	<p>The Shasta County CSS Program/State shall determine medical, financial, and residential eligibility, initially and on an annual basis, for a CCS eligible condition based on evaluation of provided documentation.</p> <p>The Shasta County CCS Program/State shall <u>inform the child and the family</u> (or designated legal caregiver) of the CCS Program eligibility determination.</p> <p>The Shasta County CCS Program/State shall inform the child determined to be ineligible and the family (or designated legal caregiver) of the CCS Program eligibility appeal process.</p> <p>The Shasta County CCS Program/State shall communicate to the PHC the CCS Program eligibility determination within 10 business days of CCS determination.</p> <p>The Shasta County CCS Program/State is responsible for obtaining any additional information required (e.g. medical reports) to make a program eligibility determination.</p> <p>The Shasta County CCS Program/State shall provide notification to the PHC when they become aware the beneficiary has moved out of the county.</p>

B. Case Management (Care Coordination and Utilization Management)

PHC	CCS Program
<p>PHC shall provide case management services for CCS eligible conditions, coordinate benefits, and authorize services according to state regulations and guidelines.</p> <p>PHC shall authorize services, including durable medical equipment (DME), based on medical necessity, evidence based guidelines, and/or Numbered Letters, where applicable.</p> <p>PHC shall inform members of the availability of the CCS Program and benefits as needed.</p> <p>PHC shall authorize a CCS paneled provider or center to treat and manage the CCS-eligible condition where available and accessible.</p> <p>If a CCS paneled occupational/physical therapist is not available within the members county of eligibility, PHC should authorize vendored therapy in lieu of MTP, ensuring only appropriately credentialed therapists are considered per regulatory requirements.</p> <p>PHC shall, as part of its provider education strategy, educate local providers about the local CCS Program and the ways that the primary care provider (PCP) can assist with integration of CCS authorized services.</p> <p>PHC shall encourage and make available that CCS eligible beneficiaries receive all medically necessary pediatric preventive services, including immunizations unless determined to be medically contraindicated.</p>	<p>The Shasta County CCS Administrator or designee shall request to meet and maintain communication with the PHC liaison or the PHC Utilization Management Director or designee regarding beneficiaries quarterly <u>or as necessary</u>.</p> <p>The Shasta County CCS Medical Therapy Program (MTP) shall remain responsible for the provision of medically necessary occupational and physical therapy services prescribed by the Shasta County CCS Medical Therapy Unit (MTU) Conference Team Physician or the CCS-paneled physician who is providing the medical direction for occupational and physical therapy services. This includes occupational and physical therapy services vendored in lieu of the MTU.</p> <p>Upon notification a CCS child has lost Medi-Cal coverage, the Shasta County CCS Program/State shall ensure the coordination of High Risk Infant Follow-Up (HRIF) outpatient diagnostic services.</p> <p>The Shasta County CCS Program/State shall regularly communicate, share information via telephone and/or case management notes, written or electronic, with the local PHC to facilitate the care of CCS children and young adults who require services from both entities.</p>

B. Case Management (Care Coordination and Utilization Management)	
PHC	CCS Program
<p>PHC shall provide access or arrange for the provision of HRIF, case management services.</p> <p>PHC shall notify the CCS Program of CCS eligible neonates, infants, and children up to three years of age that lose Medi-Cal coverage for HRIF services.</p> <p>PHC shall develop and implement policies and procedures (P&Ps) that specify coordination activities and communication requirements among PCPs, specialty providers, hospitals, and the CCS Program case manager(s).</p> <p>PHC shall ensure families have ongoing information, education, and support regarding:</p> <ul style="list-style-type: none"> • How to request continuity of care for pharmacy, specialized durable medical equipment, and health care providers • How to request Maintenance and Transportation • How to request assistance with Transition to Adult Care • Referrals to community resources • The child's and family's role in the individual care process • The availability of mental health services • Any other services that might be available <p>PHC shall communicate, share information via telephone and/or case management notes, written or electronic, with the County CCS Program to facilitate the care of CCS children and young adults who require services from both entities.</p>	

B. Case Management (Care Coordination and Utilization Management)

PHC	CCS Program
<p>The PHC shall determine which staff will be appropriate to meet, at a minimum quarterly or as often as necessary, and maintain communication with the appointed CCS liaison or CCS Administrator.</p> <p>PHC shall coordinate with the local CCS MTU to facilitate appropriate access to MTP services.</p> <p>PHC may consult with MTP to coordinate DME equipment needs of clients.</p>	

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)

PHC	CCS Program
<p>PHC shall create and maintain a Pediatric Quality Advisory Committee composed of:</p> <ul style="list-style-type: none"> • PHC chief medical officer or designee; • County CCS medical director, medical consultant or designee and • At least four CCS-paneled providers • Clinical Advisory Committee shall meet as often as needed <p>PHC shall establish a Family Advisory Committee (FAC). The FAC shall facilitate meaningful engagement of a diverse group of families that represent a range of:</p> <ul style="list-style-type: none"> • CCS-eligible conditions, disabilities, and demographics • Local family support providers, including but not limited to, the parent centers, such as family resource centers, family empowerment centers, 	<p>The Shasta County CCS Program medical director, medical consultant or designee may actively participate in the PHC Pediatric Quality Advisory Committee by attending meetings, engaging in discussion, offering feedback and recommendations, etc. If Shasta County is a CCS Dependent County, the State and county medical consultant or designee may actively participate in the PHC Pediatric Quality Advisory Committee.</p> <p>Shasta County CCS Program will provide contact information for family representatives to participate in the FAC, where available.</p>

C. CCS Advisory Committees (Clinical Advisory and Family Advisory)

PHC	CCS Program
<ul style="list-style-type: none"> • Parent training and information centers, that support families in the county • Appropriate plan leadership/staff • County CCS representative(s) • CCS provider representatives • FAC shall meet as often as needed <p>PHC will work with County CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC.</p> <p>PHC will work with CCS families to ensure they understand the FAC's role and their role as members of the FAC.</p> <p>PHC may provide a reasonable per diem payment to enable in-person participation in the Pediatric Quality and FAC advisory committees.</p>	

D. Continuity of Care

PHC	CCS Program
<p>When available, PHC shall ensure beneficiaries are allowed to continue to receive case management and care coordination from his or her public health nurse (PHN), upon request.</p> <p>PHC shall establish and maintain a process by which a beneficiary may maintain access to navigating a health plan, rights to appeal any service denials, request continuity of care for pharmacy, health care providers and specialized or customized durable medical equipment providers for up to 12 months. PHC shall ensure families have ongoing information, education, and support</p>	<p>The Shasta County CCS Program/State shall respond to PHC regarding the beneficiary's request to continue working with his or her PHN within 5 working days.</p> <p>In the event a PHN is no longer available, the Shasta County CCS Program/State shall provide reasonable notice to PHC of the PHN's last day in the CCS Program.</p> <p>Shasta County CCS Program/State shall provide information on active CCS beneficiary cases. If a case has already been transitioned it is not necessary to provide information.</p>

D. Continuity of Care	
PHC	CCS Program
<p>regarding the rights to appeal any service denials including the right to appeal a denial of Continuity of Care (COC) beyond 12 months to DHCS director.</p> <p>PHC will attempt to enter into a Letter of Agreement (LOA) with the provider to allow for COC for at least one year if the child has established care with a provider prior to WCM and if that provider is not contracted with PHC. (Strong push to contract)</p>	

E. Data and Information Sharing (HIPAA/Medical Records Sharing)	
PHC	CCS Program
<p>PHC shall ensure any subcontractors that create, receive, maintain, or transmit Protected Health Information (PHI) on behalf of PHC agree to the same restrictions, conditions, and requirements that apply to PHC.</p> <p>PHC shall, in collaboration with the county CCS Program, develop and mutually agree to P&P protocols on sharing information, including but not limited to, establishing secure methods of exchanging data electronically and follow Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. These P&Ps shall be attached to this MOU within 90-days of execution.</p>	<p>The Shasta County CCS Program/State shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Shasta County CCS Program agree to the same restrictions, conditions, and requirements that apply to the Shasta County CCS Program.</p> <p>The Shasta County CCS Program/State shall, in collaboration with PHC develop and mutually agree to P&P protocols on sharing information, including but not limited to, establishing secure methods of exchanging data electronically and follow Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. These policies and procedures shall be attached to this MOU within 90-days of execution.</p>

F. Dispute Resolution

PHC	CCS Program
<p>PHC shall designate appropriate staff to participate in a dispute resolution, at a minimum, a quarterly (for first year and then as necessary thereafter) meeting with CCS Program/liaison staff regarding operational and administrative issues.</p> <p>PHC will respond timely to CCS Program.</p>	<p>The Shasta County CCS Program shall designate appropriate staff to participate in a dispute resolution, at a minimum, a quarterly (for first year and then as necessary thereafter) meeting with PHC /liaison staff or designee regarding operational and administrative issues.</p> <p>The CCS Program will respond timely to the PHC</p>

G. Neonatal Intensive Care Unit (NICU)

PHC	CCS Program
<p>PHC shall authorize NICU acuity assessment and will be responsible for payment of NICU services as delegated by DHCS.</p>	

H. Quality Assurance and Monitoring

PHC	CCS Program
<p>PHC shall participate, at a minimum, in quarterly meetings with the county CCS Program to collaborate and discuss CCS and MTP specific P&Ps and protocols.</p> <ul style="list-style-type: none"> Documentation should be available for auditing purposes, including agenda, sign-in sheets, etc. <p>Meeting facilitation to be determined by PHC and local CCS Program.</p>	<p>Shasta County shall participate, at a minimum, in quarterly meetings with the PHC to collaborate and discuss CCS and MTP specific P&Ps and protocols.</p> <ul style="list-style-type: none"> Documentation should be available for auditing purposes, including agenda, sign-in sheets, etc. <p>Meeting facilitation to be determined by PHC and local CCS Program.</p>

I. Subcontractor	
PHC	CCS Program
PHC shall ensure all subcontractors follow SB 586 guidelines that apply to PHC.	The Shasta County CCS Program shall ensure all subcontractors follow SB 586 guidelines that apply to the Shasta County CCS Program.

VIII. AMENDMENTS

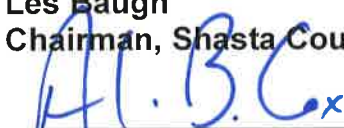

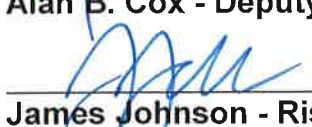
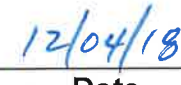
The County and PHC may amend this MOU at any time by written, mutual consent. Amended MOUs shall be submitted to DHCS for final review and approval.

IX. LIAISONS

County and PHC shall designate a liaison to be the primary point of contact for this MOU. The liaisons shall meet no less than quarterly to discuss activities related to this MOU and any other related matters. The County and PHC shall also submit the contact information for their respective liaisons to DHCS.

X. BUSINESS ASSOCIATE AGREEMENT

County and PHC shall incorporate the enclosed Business Associate Agreement (BAA) into this MOU. The purpose of the BAA is to ensure protection of any data or information sharing related to the WCM and to comply with the Health Insurance Portability and Accountability Act and any other applicable privacy requirements.

Les Baugh	Date
Chairman, Shasta County Board of Supervisors	
	
Alan B. Cox - Deputy County Counsel	Date
	
James Johnson - Risk Management Analyst III	Date
Liz Gibboney	Date
Chief Executive Officer, Partnership HealthPlan of California	

Dr. Robert Moore, M.D., MPH Chief Medical Officer, Partnership HealthPlan of California	Date
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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of January 1, 2019 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and SHASTA COUNTY CCS PROGRAM (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and SHASTA COUNTY CCS PROGRAM may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Memorandum of Understanding effective January 1, 2019 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean SHASTA COUNTY CCS PROGRAM
- 2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 2.4 Services. “Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164;
- 3.4 Promptly report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI within 24 hours to the Plan. Business Associate shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Business Associate shall indemnify the Plan against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;
- 3.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.6 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.7 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;
- 3.8 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;
- 3.9 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.10 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;

- 3.11 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.12 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 3.13 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement.
- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of January 1, 2019 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
- 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
- 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
- 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form;
- 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
- 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- 7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

**PARTNERSHIP HEALTHPLAN OF
CALIFORNIA**

SHASTA COUNTY CCS PROGRAM

Liz Gibboney

Chief Executive Officer,
Partnership HealthPlan of California

Date: _____

Les Baugh

Chairman,
Shasta County Board of Supervisors

Date: _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - Health and Human Services-14.

SUBJECT:

Appoint new member to the Public Health Advisory Board.

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : ALL

DEPARTMENT CONTACT: Terri Fields Hosler, MPH, RD, HHSA – Public Health Branch Director
(530) 245-6869

STAFF REPORT APPROVED BY: Terri Fields Hosler, MPH, RD, HHSA – Public Health Branch Director

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

RECOMMENDATION

Appoint Judith Menoher (general member) to the Public Health Advisory Board for a term to March 31, 2021.

SUMMARY

The Public Health Advisory Board (PHAB) is recommending appointment of one new member, Judith Menoher, to fill a vacant term from April 2018 through March 31, 2021.

DISCUSSION

The Board of Supervisors (Board) approved creation of the PHAB in November 2001, and approved appointments to establish the PHAB in March 2002. Of the fifteen-member PHAB, five positions are nominated for appointment by the Board from their respective districts, and ten are general membership positions nominated by the PHAB for appointment by the Board. All members are appointed to three-year terms, unless completing an unexpired term. Annually since 2002, the Board has approved appointments or reappointments to fill the vacancies due to term expirations to maintain at least nine and no more than fifteen PHAB members.

To fill the general membership positions, the PHAB's Membership Committee solicits continuing interest from existing members prior to the end of their terms, and issues a public solicitation for member recruitment when an existing member is not interested in reappointment. Following public solicitation and interviews, the PHAB membership committee recommended, and it was approved by vote of the full board on November 14, 2018, the nomination of Judith Menoher as new PHAB member (general member), replacing a member who previously resigned during the term of April 2018 through March 2021. General members are selected based upon geographic and community representation as well as applicant attributes, interests and capacity to fulfill PHAB responsibilities.

ALTERNATIVES

One alternative is not to approve the individual(s) recommended to serve on the PHAB and to request that the PHAB submit new name(s) for consideration. Since the PHAB followed its by-laws in selecting the individual and recommends the proposed appointment, this alternative is not recommended.

OTHER AGENCY INVOLVEMENT

These recommendations have been reviewed by the County Administrative Office. The PHAB supports these recommendations.

FINANCING

There is no additional General Fund impact with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
PHAB Minutes	11/30/2018	PHAB Minutes

Public Health Advisory Board
Minutes for NOVEMBER 14, 2018 - DRAFT

Item 1: Call to Order:

Chair Stephens called the meeting to order at 12:05 p.m. The following Public Health Advisory Board (PHAB) members were present during at least part of the meeting: Joe Ayer, Mike Mangas, Katherine Ann Campbell, Kristie Stephens, Linda Heck Kilzer, John Coe, Kristen Lyons, Toni Donovan, and Richard Yoder.

Members not in attendance:

Others present: Public Health (PH) Branch Director Terri Fields Hosler, PH Deputy Branch Director Brandy Isola, Health Officer Karen Ramstrom, PH Program Manager Jennifer Snider, PH Program Manager Robin Schurig, PH Program Manager Dave Maron, PH Executive Assistant Matthew Gieck, Agency Staff Services Analyst Sara Westmoreland.

Guests:

Item 2: Public Comments

No comments.

Item 3: Member Sharing/Announcements

- Member Heck Kilzer shared the Power to Seniors Soup Kitchen had a great turnout this year, serving soup to more than 600 community members. The Power to the Seniors Soup Kitchen is the annual fundraising event sponsored by the Older Adult Policy Council to aid low-income seniors with paying their energy bills.
- Member Campbell announced the collaborative in Burney between the Burney-Fall River Bicycle Association and The Burney-Fall River Rotary Club has given away 5 bicycles, 2 of which were 3-wheelers with baskets needed to help families get to grocery stores.
- Member Campbell shared the Burney Food Co-Op is giving away hats and quilts for those in need. Last year over 70 children participated.
- Member Lyons announced the YMCA has given over 75 free memberships to those who have been displaced by wildfires in Northern California.
- Member Ayer shared that quite of bit of blood was lost when the Feather River Hospital was burned in the Camp Fire. Several blood drives had to be cancelled as well, leaving a shortage. He asked that members encourage others to give blood if they are able.
- Member Lyons shared that the YMCA is collecting gift cards to give to those affected by the Camp Fire.
- PH Branch Director Fields Hosler announced Barbara Jackson resigned from PHAB due to a change of work assignment creating an ongoing scheduling conflict. Supervisor Moty recognized Barb at the last Board of Supervisors Meeting and presented her with a certificate of appreciation. Terri presented her with the PHAB framed certificate of appreciation as well.

Item 4: Action - Approval of Minutes

a. July 11, 2018

Motion: Member Heck Kilzer, seconded by member Lyons, made a motion to approve the minutes of the July 11, 2018 meeting. The motion carried by a unanimous vote of the members present.

Item 5: Committee Reports

- a. Executive Committee: Chair Stephens reported that the committee met on October 10, 2018 and agreed to the PHAB agenda for the November 14, 2018 meeting. The committee also discussed syphilis, which has recently been on the rise in Shasta County and nationally, agendaized for today
- b. Membership Committee: Member Ayer reported that the membership committee interviewed 4 candidates on November 8, 2018 to fill the vacant general membership position on the PHAB. They chose to recommend Judith Menoher. Chair Stephens and Member Heck Kilzer shared their impressions and PH Branch Director Terri Fields Hosler gave the PHAB an overview of Judith Menoher's background in K-12 and higher education.

Action: Consider recommending Judith Menoher to the Board of Supervisors to fill a vacancy on the PHAB, completing the three-year term April 2018 – March 2021.

Motion: Member Ayer moved by acclamation, and Member Campbell seconded, to recommend Judith Menoher to the Board of Supervisors for appointment to the PHAB for the term April 2018 – March 2021 per Membership Committee recommendation.

Action: Nominate and elect Kristen Lyons as Vice-Chairperson for the period of November 2018 – March 2019

Motion: Member Ayer moved by acclamation, and Member Heck Kilzer seconded, to accept the recommendation to elect Kristen Lyons as Vice-Chairperson for the period of November 2018 – March 2019.

- c. Community Health Awards: Member Ayer reported on the Community Health Awards, which took place on September 12, 2018. He shared that this year's ceremony was a great success. PH Branch Director Terri Fields Hosler acknowledged this event was a timely opportunity to connect ACEs with the community trauma experienced by the Carr and other fires, to promote resilience and hope.

Item 6: Director's Report

- a. Health & Human Services: HHS Director Donnell Ewert - see written report
- b. Public Health Branch: PH Branch Director Terri Fields Hosler referred to her written report and added the following:
 - Shasta Community Health Center is taking over the operation of Mercy Medical's OB clinic services beginning January 2, 2019.
 - A review of some of the bills supported by CHEAC Legislative Committee that were passed into law during the 2018 Legislative Session.
 - Laura Porter with ACE Interface will be here December 5th and 6th. The first day she will be working with our ACE Interface trainers on how to incorporate how community trauma, like the Carr Fire, impacts communities with high ACE scores. The second day, Laura will be working with the Strengthening Families Collaborative and additional local leaders to connect efforts around community trauma, childhood trauma and mental well-being.

Item 7. Health Officer Introduction

New Shasta County Health Officer, Karen Ramstrom, gave brief background, answered questions and outlined some of the priorities that she is looking forward to working on with the PH team.

Item 8: MAPP Update

PH Deputy Branch Director Brandy Isola gave an update of the Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee. She reviewed the Shasta County Community Health Improvement Plan (CHIP) Quarterly Report and the Community Health Assessment (CHA) Refresh 2018: Access to Healthcare Report. She talked about changes and what could lead to changes in the Community Health Improvement Plan. She advised that the next step is to determine how the CHIP needs to change in light of the impact to the community from the Carr and other fires this summer.

Item 9: Presentation: Syphilis Prevention Program Overview – Dave Maron, PHPM

PH Branch Manager Dave Maron gave a presentation about syphilis. In Shasta County and nationally, there has been a severe spike in syphilis in the last few years. Locally we have increased from 6 cases in 2013 to 61 cases in 2017 and a projected 119 cases in 2018. HHSA Public Health has taken significant measures to address this problem and are currently conducting targeted outreach approaches with at-risk populations, partnering with medical providers, the media and community organizations.

Item 9: Discussion:

PH Branch Director announced that PH Program Manager Dave Maron will be retiring in February 2019 and he was thanked by PHAB members for his 25 years of service.

The group discussed the rise in vaping among young people. The California Department of Public Health has released a new ad campaign to educate the public about the dangers of e-cigarettes and vaping especially with young people. Shasta County HHSA Public Health has a tobacco compliance person in place to begin working on enforcing compliance to the regulations of the tobacco ordinance.

Item 11: Adjourned at 1:58 pm

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018
CATEGORY: Consent - Health and Human Services-15.

SUBJECT:

Resolution Authorizing CSBG Standard Agreement with the California Department of Community Services and Development

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs, (530) 225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Programs

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

RECOMMENDATION

Adopt a resolution which: (1) Approves and authorizes the Chairman to sign a Community Action Agency Community Services Block Grant (CSBG) agreement, No. 19F-4044, with the California Department of Community Services and Development to pay Shasta County an amount not to exceed \$298,372 to provide services to persons living in poverty for the period January 1, 2019 through December 31, 2019; (2) certifies the County's intent to use CSBG funds in compliance with applicable regulations; and (3) approves and authorizes the Director of Housing and Community Action Programs, or his or her designee, to sign and submit all required CSBG forms, certifications, and reports.

SUMMARY

Each year the Community Action Agency receives revenue from the California Department of Community Services and Development (CSD) for the Community Services Block Grant program. Approval of the recommendation to adopt a resolution would authorize the Chairman to sign CSD Standard Agreement Number 19F-4044. It would also authorize the Director of Housing and Community Action Programs to sign and submit various forms and reports required for participation in the CSBG program.

DISCUSSION

The Community Action Agency (CAA) may use CSBG funds to combat the central causes of poverty by providing services and activities that address employment, education, housing, nutrition, emergency services, and/or health. The CAA may provide services throughout Shasta County including within the three cities. The term of the agreement is for the period of January 1, 2019 through December 31, 2019.

ALTERNATIVES

The Board could decline to adopt the resolution or request changes to the terms of the agreement. These alternatives are not recommended, as it could eliminate a revenue source used to support services for poverty level persons in Shasta County.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The CSBG is an on-going, federally funded program. Anticipated revenue and appropriations were included in the Fiscal Year 2018/2019 Adopted Budget. Amounts not expended on this program in the current fiscal year will be included in the requested budget for next fiscal year. No match is required. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
CSBG Agreement	11/30/2018	CSBG Agreement
CSBG Resolution	11/30/2018	CSBG Resolution

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev. 6/03)

AGREEMENT NUMBER 19F-4044	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Shasta County Community Action Agency
- The term of this Agreement is: **January 1, 2019 through December 31, 2019**
- The maximum amount of this Agreement is: **Total \$298,372.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Part I

Preamble

Article 1 - Scope of Work

Article 2 - Contract Construction, Administration, Procedure

Part II*

Subpart A - Administrative Requirements*

Subpart B - Financial Requirements*

Subpart C - Programmatic Requirements*

Subpart D - Compliance Requirements*

Subpart E - Certifications and Assurances*

Subpart F - State Contracting Requirements GTC 04/2017*

Subpart G - Definitions*

Subpart H - Table of Forms*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

RISK MANAGEMENT APPROVAL

BY:

James Johnson



Risk Management Analyst

APPROVED AS TO FORM
 SHASTA COUNTY COUNSEL

Matthew M. McOmber

Senior Deputy County Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Shasta County Community Action Agency		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 1450 Court Street, Ste 108, Redding, CA 96001		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		<input type="checkbox"/> Exempt per _____
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Brian Dougherty, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

TABLE OF CONTENTS

PART I	1
PREAMBLE	1
ARTICLE 1 – SCOPE OF WORK	1
1.1 General	1
1.2 Term and Amount of Agreement	1
1.3 Service Area	2
1.4 Legal Authorities – Program Requirements, Standards and Guidance.....	2
ARTICLE 2 – Contract Construction, Administration, Procedure	5
2.1 Base Contract and Whole Agreement	5
2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”	6
2.3 Contractor’s Option of Termination	7
2.4 Budget Contingencies.....	7
2.5 Miscellaneous Provisions	8
PART II	10
Subpart A – Administrative Requirements	10
ARTICLE 3 – AGREEMENT CHANGES	10
3.1 Amendment	10
3.2 Minor Modification	10
ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES	11
4.1 Board Roster, Bylaws, Resolution and Minutes	11
4.2 Training And Quarterly CSBG Advisory Committee (CAC) Meetings.....	12
4.3 Internal Control Certification	12
4.4 Record Retention Requirements.....	13
4.5 Insurance Requirements	13
4.6 Specific Insurance Requirements	14
4.7 System Security Requirements.....	16
4.8 Travel and Per Diem	18
4.9 Codes of Conduct	18
4.10 Conflict of Interest	19
4.11 Fraud, Waste, and Abuse.....	19
4.12 Procurement Standards.....	20
4.13 Use and Disposition of Vehicles and Equipment	21
4.14 Subcontracts	23

STANDARD AGREEMENT PARTS I & II – ENTIRE CONTRACT

Subpart B – Financial Requirements	25
ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS	25
5.1 Budget	25
5.2 Advance Payments	26
5.3 Payments	28
5.4 Disaster Set-Aside funding	28
ARTICLE 6 – FINANCIAL REPORTING	29
6.1 Monthly/ Bimonthly Fiscal Reports	29
6.2 Close-Out Report	29
6.3 Transparency Act Reporting	30
Subpart C – Programmatic Requirements	31
ARTICLE 7 – CSBG Terms, Conditions, Programmatic Provisions and Reporting	31
7.1 Fair Hearing for Denial of Client benefits by Contractor	31
7.2 Organizational Standards	31
7.3 Programmatic Reporting	31
Subpart D – Compliance Requirements	33
ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES	33
8.1 Right to Monitor, Audit and Investigate	33
8.2 Compliance Monitoring	33
8.3 Auditing Standards and Reports	35
8.4 Enforcement Actions Resulting from Noncompliance with this Agreement	37
Subpart E – Certifications and Assurances	44
ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS	44
9.1 Certifications	44
9.2 Federal Certification Regarding Debarment, Suspension and Related Matters	44
9.3 Affirmative Action Compliance	45
9.4 Nondiscrimination Compliance	46
9.5 Specific Assurances	46
9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements	47
Subpart F – State Contracting Requirements	48
ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 04/2017	48
10.1 APPROVAL	48
10.2 AMENDMENT	48
10.3 ASSIGNMENT	48
10.4 AUDIT	48
10.5 INDEMNIFICATION	48
10.6 DISPUTES	48
10.7 TERMINATION FOR CAUSE	48
10.8 INDEPENDENT CONTRACTOR	49

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

10.9 RECYCLING CERTIFICATION	49
10.10 NON-DISCRIMINATION CLAUSE	49
10.11 CERTIFICATION CLAUSES	49
10.12 TIMELINESS.....	50
10.13 COMPENSATION.....	50
10.14 GOVERNING LAW	50
10.15 ANTITRUST CLAIMS.....	50
10.16 CHILD SUPPORT COMPLIANCE ACT	50
10.17 UNENFORCEABLE PROVISION	51
10.18 PRIORITY HIRING CONSIDERATIONS.....	51
10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS	51
10.20 LOSS LEADER	51
Subpart G – Definitions	53
Subpart H – Table of Forms and Attachments	56

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2019 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD") and the contractor named on Form STD 213, the face sheet of this document ("Contractor"), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor's service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Unless otherwise specified in the Contractor's Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.
- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the contract face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant for federal fiscal year (FFY) 2019, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

ARTICLE 1 – SCOPE OF WORK

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

2. Upon notification of the full federal fiscal year grant award amount from the U.S. Department of Health and Human Services (HHS), CSD shall, if necessary, issue an amendment to this agreement to increase or decrease the Maximum Amount.
3. If the full amount of the HHS CSBG grant to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure, and shall advance funds in accordance with Article 5, Section 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the Maximum Amount of the Agreement has been revised.
4. In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's Maximum Amount of the Agreement prior to the end of the Contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS and the contract shall be closed on that basis without need for amendment.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2019 CSBG Numbers, Contractors, and Service Territories listing may be accessed on the Provider Website.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit

ARTICLE 1 – SCOPE OF WORK

(2019 CSBG)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Requirements for HHS Awards, 45 CFR Part 75.

- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);
 2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
- That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" is available on the Provider Website.
 - That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 - That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 - That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 - That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended

ARTICLE I – SCOPE OF WORK

(2019 CSBG)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;

- That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 - That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

ARTICLE 1 – SCOPE OF WORK

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. Contract Elements Integral to Agreement and Enforceability Conditions
 - 1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - c. Contractor Certification Clause (CCC 04/2017)
 - d. Current Insurance or Self-Insurance Authority Certification
 - e. Board Resolution authorizing execution of this Agreement
 - 2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Provider Website. The documentation shall be subject to CSD’s approval, in form and substance.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a. 425 Budget Series Forms
 - i. CSD 425.S CSBG Contract Budget Summary
 - ii. CSD 425.1.1 CSBG Budget Support Personnel Costs
 - iii. CSD 425.1.2 CSBG Budget Support Non-Personnel Costs
 - iv. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
 - v. CSD 425.1.4 CSBG Contract Budget Narrative
 - b. CSBG Annual Report Workplan (CSD 641)
 - c. Agency Staff and Board Roster (CSD 188)
 - d. Updated organizational bylaws (if applicable)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2019 CSBG Agreement and any amendments.
 4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on the Provider Website, which may be accessed by Contractor, downloaded and printed at Contractor's option.
 6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
 7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor's Option of Termination

- A. Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

- A. State Budget Contingency
1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Contract Budget Summary
 CSD 425.S (Rev.9/14)

Expenditure Reporting:

☒ Bi-Monthly
☐ Monthly

CSBG CONTRACT BUDGET SUMMARY

Contractor Name: Shasta County Community Action Agency		Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino		Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431		Contract Amount: \$298,372	
Date: 10/26/2018		E-mail Address: tcardilino@co.shasta.ca.us	
SECTION 10: ADMINISTRATIVE COSTS			
Line Item		CSBG Funds (round to the nearest dollar)	
1	Salaries and Wages	\$92,148.00	
2	Fringe Benefits	\$55,536.00	
3	Operating Expenses	\$55,638.00	
4	Equipment		
5	Out-of-State Travel		
6	Contract/Consultant Services		
7	Other Costs		
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)		\$203,322.00	
SECTION 20: PROGRAM COSTS			
Line Item		CSBG Funds (round to the nearest dollar)	
1	Salaries and Wages	\$51,379.00	
2	Fringe Benefits	\$33,095.00	
3	Operating Expenses	\$10,576.00	
4	Equipment		
5	Out-of-State Travel		
6	Subcontractor/Consultant Services		
7	Other Costs		
Subtotal Section 20: Program Costs		\$95,050.00	
SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount.		\$298,372.00	
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG		\$10,546,761	
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)		\$10,845,133.00	
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)		1.87%	

BOARD OF SUPERVISORS REGULAR MEETING - December 11, 2018

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Personnel Costs
CSD 425.1.1 (Rev. 9/14)

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name: Shasta County Community Action Agency	Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino	Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431	Contract Amount: \$298,372	
Date: 10/26/2018	E-mail Address: tcardilino@co.shasta.ca.us	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG time allocated for each position	E Number of CSBG months allocated for each position	F Total CSBG Funds budgeted for each position
1	Director	\$87,380.80	48.00%	12	\$41,942.78
1	Staff Services Analyst I/II	\$49,129.60	75.00%	12	\$36,847.20
1	Program Manager	\$66,788.80	20.00%	12	\$13,357.76
Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)					\$92,148

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

1	HCPS III	\$57,720.00	20.00%	12	\$11,544.00
1	Clerk III	\$31,054.40	38.00%	12	\$11,800.67
1	HCPS I/II	\$48,672.00	30.00%	12	\$14,601.60
1	Community Action Specialist	\$36,836.80	20.00%	12	\$7,367.36
1	Staff Services Analyst I/II	\$40,435.20	15.00%	12	\$6,065.28
Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)					\$51,379

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG funds Budgeted Line 2	Section 20 Program Costs List CSBG funds Budgeted Line 2
FICA		\$6,554.44	\$4,086.41
RETIREMENT/INSURANCE		\$45,024.53	\$26,689.88
UNEMPLOYMENT/WORKERS COMP		\$921.71	\$540.13
LIABILITY INSURANCE		\$242.07	\$141.85
OPEB		\$2,793.08	\$1,636.75
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)		\$55,536	\$33,095

BOARD OF SUPERVISORS REGULAR MEETING - December 11, 2018

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Non Personnel Costs
CSD 425.1.2 (Rev. 9/14)

CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Shasta County Community Action Agency	Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino	Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431	Contract Amount: 298,372	
Date: 10/26/2018	E-mail Address: tcardilino@co.shasta.ca.us	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG	
	Section 10: Administrative Costs	Section 20: Program Costs
List all Operating Expenses Telephone, office supplies, copier, postage, insurance, IT support, facilities maintenance, membership dues, public notices, janitorial, utility costs, payroll and accounting system, and in-state travel	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form \$55,536	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form \$10,576
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	
List all Subcontractor/Consultant Services		6 sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10: Administrative Costs	Section 20: Program Cost
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form

BOARD OF SUPERVISORS REGULAR MEETING - December 11, 2018

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Other Agency Operating Funds
CSD 425 1.3 (9/14)

CSBG Budget Support -- Other Agency Operating Funds

Contractor Name: Shasta County Community Action Agency		Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino		Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431		Contract Amount: \$298,372	
Date: 10/26/2018		E-mail Address: tcardilino@co.shasta.ca.us	
Funding Source (DO NOT ABBREVIATE)	Funding Type Federal, State, Local, Private, Other	Funding Amount	
Housing Choice Voucher Program	Federal	\$5,000,000	
Family Self-Sufficiency Coordinator	Federal	\$29,412	
Emergency Food and Shelter Program	Federal	\$90,508	
Community Development Block Grant - Owner-Occupied Rehabilitation	Federal	\$425,000	
HOME Tenant Based Rental Assistance Program - Program Income	Federal	\$375,000	
HUD Homeless Continuum of Care Homeless Management Information System	Federal	\$30,000	
HUD Homeless Continuum of Care Homeless Planning Grant	Federal	\$29,358	
City of Anderson Affordable Housing Long-Term Monitoring	Federal/Local	\$2,900	
City of Anderson Affordable Housing Loan Servicing	Federal/Local	\$15,000	
City of Anderson Affordable Housing Programs	Federal/Local	\$150,000	
Whole Person Care	Federal/Local	\$191,725	
CalHome Owner-Occupied Rehabilitation Program	State	\$120,000	
County General Fund - Tenant Based Rental Assistance	Local	\$16,873	
County General Fund - Housing	Local	\$58,639	
County General Fund - Community Action	Local	\$15,338	
Area Agency on Aging	Local	\$43,158	
Victims of Domestic Violence Fund	Local	\$38,000	
Emergency Shelter Grant	Federal	\$236,229	
California Emergency Shelter and Housing Program	State	\$871,150	
Housing Emergency Aid Program	State	\$2,695,571	
No Place Like Home Technical Assistance	State	\$75,000	
In-Kind Support	Private	\$7,000	
Contract Revenue	Private/State/Local	\$48,900	
Total Other Agency Operating Funds to Support CSBG <i>(Total should match total on CSD 425 S form, Section 70)</i>		\$10,564,761	

State of California
DEPARTMENT OF COMMUNITY SERVICES AND
DEVELOPMENT CSBG Contract Budget Narrative
CSD 425 1.4 (Rev. 12/17)

CSBG CONTRACT BUDGET NARRATIVE

Contractor Name: Shasta County Community Action Agency	Contract Amount: \$295,407	Date: 01/01/2018
Prepared By: Janet Redmond	Contract Number: 18F-5044	Amendment Number: 0
Telephone Number: (530) 245-6432	Contract Term: 01/01/2018-12/31/2018	E-mail Address: jredmond@co.shasta.ca.us

Section 10: Administrative Costs

Salaries and Wages: The Community Action Agency leverages federal CSBG funds to obtain and maintain other funding sources that combat the central causes of poverty such as housing, nutrition, emergency services, and lack of employment.

Director-Plans, organizes, and directs a wide range of programs designed to assist low-income persons.

.45 FTE \$41,288

Staff Services Analyst I/II-Coordinates budget, fiscal, and information technology.

.75 FTE \$36,670

Program Manager - Duties related to program development, reporting, community services and assisting director in organizing programs.

.20 FTE \$13,126

Fringe Benefits:

FICA, retirement, health insurance, vision insurance, dental insurance, employee life insurance, unemployment insurance, workers compensation insurance, other post-employment benefits. \$55,536

Operating Expenses:

Telephone; office supplies; copier; postage; general liability insurance (fire, personal property, flood, pollution, and terrorism); IT support; facilities maintenance; membership dues to California/Nevada Community Action Partnership; public notices in the local newspaper's legal section to announce CAB meetings and RFP's for procurement; janitorial; utility costs; payroll and accounting system; and in-state travel/training for the new director & conferences in the expected amount of \$5,475. \$55,536

Section 20: Program Costs:

Salaries and Wages:

Housing and Community Programs Specialist III - Duties related to affordable housing services, community services, economic development/job creation, and community development projects. Services are designed to assist income-eligible, elderly, disabled, Veterans, and homeless individuals to remove obstacles to solve problems that block the achievement of self-sufficiency.

.20 FTE \$11,544

Housing and Community Programs Specialist I - Duties related to affordable housing services, community services, economic development/job creation, and community development projects. Services are designed to assist income-eligible, elderly, disabled, Veterans, and homeless individuals to remove obstacles to solve problems that block the achievement of self-sufficiency.

.30 FTE \$15,332

Community Action Specialist - Duties related to community services and education of the general population about programs offered by the Community Action Agency, assisting the program manager in reporting, working with community organizations to educate customers on ways to break their poverty cycle.

.20 FTE \$7,370

Staff Services Analyst I/II - Duties related to homeless Continuum of Care programs, operations of programs and assistance to program manager regarding homeless programs

.15 FTE \$6,065

Clerk - Duties related to answering basic program questions received by phone or walk-in clients.

.38 FTE \$12,228

Fringe Benefits:

FICA, retirement, health insurance, vision insurance, dental insurance, employee life insurance, unemployment insurance, workers compensation insurance, and other post-employment benefits. \$33,095

Operating Expenses:

Program share of telephone, office supplies, copier, liability insurance exposure, IT support, and in-state travel for training in the expected amount of \$4,600. \$10,576

**Shasta County Community Action Agency
Community Action Advisory Board (CAB)
Meeting Schedule for Year 2019**

January 17, 2019

February 21, 2019

March 21, 2019

April 18, 2019

May 16, 2019

June 20, 2019

July 18, 2019

August 22, 2019

September 19, 2019

October 17, 2019

November 14, 2019

December 19, 2019

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
CSD 188 (Rev 10/2015)

Executive Director and Board Roster

Programs Administered: CSBG X Energy

Agency Name:	Shasta County Community Action Agency	Contact Email Address:	lburch@co.shasta.ca.us
Contact Person:	Laura Burch	Date Submitted:	11/21/18
Contact Phone Number:	530-225-5182	Total Number of Board Seats:	12

List the name of each board member and identify any board vacancies. In the "Name" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

Name	Title/Position	Address	Sector	Phone Number	Email
Laura Burch	Executive Director	1450 Court Street, Suite 108 Redding, CA 96001		530-225-5160	lburch@co.shasta.ca.us
	Additional Authorized signer of the Contract				
1 Bobbie Sawtelle	Board Chair	2400 Washington St Redding, CA 96001	L	530-247-3316	bsawtelle@nvcss.org
2 Jessaca Lugo	Member	PO Box 777 Shasta Lake, CA 96019	L	530-225-5160	jlugo@cityofshastalake.o
3 Dan Waldrop	Member	4624 Shasta Dam Blvd. SLC CA 96019	PR	530-225-5160	dansoptical@yahoo.com
4 David Kehoe	Member	1450 Court Street, Suite 308B Redding, CA 96001	P	530-225-5160	dkehoe@co.shasta.ca.us
5 Stan Neutze	Member	1887 Howard St Anderson, CA 96007	P	530-225-5160	sneutze@ci.anderson.ca.us
6 Larry Farry	Vice-Chair	PO Box 777 Shasta Lake, CA 96019	P	530-225-5160	lfarr@cityofshastalake.org

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
CSD 188 (Rev 10/2015)

	Name	Title/Position	Address	Sector	Phone Number	Email
7	Adam McElvain	Member	777 E. Cypress Ave Redding, CA 96001	P	530-225-5160	amcelvain@ci.redding.ca.gov
8	Jeremy Hayward	Member	2000 Redding Rancheria Rd Redding CA 96001	L	530-225-5160	HeremyH@redding-rancheria.com
9	Dale Ball	Member	1450 Court Street, Suite 108 Redding, CA 96001	PR	530-225-5160	dball@gmail.com
10	Vacant	June 2017		PR		
11	Vacant	June 2017		PR		
12	Vacant	June 2017		L		
13						
14						
15						
16						
17						



State of California
Department of Community Services and Development
Community Services Division
Work Plan CSD 641 (New 2018)

Contract Number: 19F-4044
Date Submitted: 11/21/2018

Contractor Name: Shasta County Community Action Agency
Contact Person and Title: Laura Burch, Director
Phone Number and Ext.: (530) 225-5182
Email Address: lburch@co.shasta.ca.us

Program/Service Name	Program Description	Domain(s) (check all that apply)	Projected # of Individuals to be Served
Example: Homeless Care Program	Example: A six bed, 24-hour recuperative care program at Memorial Shelter for homeless clients discharged from the hospital.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Example: 1,603 individuals.
Family Self Sufficiency Program	HUD funded program through the Shasta County Housing Authority that assist families in obtaining livable wage jobs and decreasing there reliance on public benefits	<input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	22 individuals will obtain employment 10 individuals will obtain education. 22 individuals will obtain housing.
Down Payment Assistance Program	Assist low income individuals purchase safe and affordable housing	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	5 individuals will purchase a home for the first-time.

At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February 2019.



State of California
Department of Community Services and Development
Community Services Division
2018 Work Plan CSD 641

Contract Number: 19F-4044

Program/Service Name	Program Description	Domain(s) (check all that apply)	Projected # of Individuals Served
Housing Choice Voucher Program	HUD funded rental assistance program	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	967 individuals will receive rental assistance month to month
Continuum of Care	Multi agency collaboration to assist low income persons	<input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input checked="" type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement	<p>The following will receive services through the continuum of care planning process.</p> <p>18 individuals/Employment.</p> <p>35 individuals/Education and Cognitive Development.</p> <p>55 individuals/Income and Asset Building.</p> <p>65 individuals/Housing.</p>

At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February 2019.

			757 individuals/Health and Social/Behavioral Development. 47 individuals/Civic Engagement and Community Involvement.
CAP Volunteer Opportunities	CAB membership volunteer hours	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement	12 individuals
CAA Referral Program	Referring low-income clients to other community partners	<input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input checked="" type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	100 individuals will receive Employment referrals. 100 individuals will receive Education and Cognitive Development referrals. 100 individuals will receive Income and Asset Building referrals. 4000 individuals will receive Housing referrals. 700 individuals will receive Health and Social/Behavioral Development referrals.

At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February 2019.



State of California
Department of Community Services and Development
Community Services Division
2018 Work Plan CSD 641

Contract Number: 19F-4044

Program/Service Name	Program Description	Domain(s) (check all that apply)	Projected # of Individuals Served
Housing Rehabilitation	Assist low income individuals maintain safe and secure housing which is brought up to current housing code.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	7 Households will receive Housing Rehabilitation services.
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Click or tap here to enter text.

At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February 2019.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

PART II

Subpart A – Administrative Requirements

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- A. Formal amendments to this Agreement are required for changes to the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to 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.
- B. If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification, no later than 45 days prior to the expiration of the Agreement term. CSD Form 425b can be located on the Provider Website.
- C. *Term extensions.* The term of this Agreement may be extended, upon request, to no later than May 31st of the year following the original expiration date of the Agreement. Accordingly, a term extension through April 30th allows for a 60-day close-out period, and an extension through May 31st allows for a 30-day period.

3.2 Minor Modification

- A. Any request(s) for modification to CSBG Fiscal Data or Workplan documents must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification, no later than 45 calendar days prior to the expiration date of this Agreement.
- B. Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution and Minutes

- A. Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at CSDiv@csd.ca.gov and the assigned field representative the following:
1. Unless otherwise specified in 2. and 3. below, a current roster of the tripartite board, including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member at a location other than the office of the eligible entity, vacancy title, date each board seat was vacated, and the updated organizational bylaws if any changes occurred within the past calendar year. Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Executive Director and its governing board members, including contact information for each board member at a location other than the Contractor's offices, current board meeting schedule, and updated organizational bylaws if any changes occurred in the past 12 months. A link to the CSD 188 form is listed in Subpart H. Contractor is responsible to notify CSD of any changes to the tripartite board within thirty (30) days of such occurrence.
 2. In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to assure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its governing body within (30) days of such occurrence.
 3. In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its board within thirty (30) days of such occurrence.
- B. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

signature of a board member having signing authority; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.

- C. Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.
- D. Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than thirty (30) days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSDiv@csd.ca.gov and to the assigned Field Representative. Regularly scheduled meetings shall be held in accordance with Contractor's bylaws.
- E. In addition to the minutes referenced above in subsection D, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than thirty (30) days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSDiv@csd.ca.gov and to the assigned Field Representative.

4.2 Training and Quarterly CSBG Advisory Committee Meetings (CAC)

Contractors shall make every effort to attend all trainings and quarterly CSBG Advisory Committee meetings associated with CSD. A failure to attend all meetings and trainings, limits the Contractor's ability to deliver quality services.

4.3 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- A. Segregation of duties appropriate to safeguard State assets.
- B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

4.4 Record Retention Requirements

- A. All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75 § 75.361 through § 75.370).
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

4.5 Insurance Requirements

- A. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- B. Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
 - 1. Notices of Insurance must be submitted to the following addresses:
Electronic copies:
Contracts2@csd.ca.gov
Printed copies:
Department of Community Services Unit

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

- C. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.
- D. New Certificates of Insurance will be reviewed for content and form by CSD.
- E. In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- F. With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- G. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- H. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.6 Specific Insurance Requirements

A. Self-Insurance

- 1. When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3. In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

letter is due at the time of Agreement execution or within thirty (30) days of expiration of insurance.

4. In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

B. Workers' Compensation Insurance

1. Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.
2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
3. Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

1. Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

E. Vehicle Insurance

1. Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).
3. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

4.7 System Security Requirements

- A. Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798, et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Section, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):
 1. *General Information/Data Description.* The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver programmatic data for contract oversight.
 2. *Services Offered.* Data exchange between CSD and Contractor shall be handled through one of three methods: 1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or 2) utilize CSD web applications as configured by the Contractor technology vendor; or 3) via email using security protocols, such as encryption and redaction, for any sensitive data.
 3. *Data Sensitivity*
 - a. Data exchanged between CSD and Contractor must be limited to the data

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

fields included on Data Transfer Rules documents posted on the Provider Website. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

- b. Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
 - c. Data exchanged between CSD and Contractor via email communication must have all personally-identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tool and configurations as required by CSD.
 - d. Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with logins, the contractor will remove the employee's access to the systems as soon as possible.
4. *Contractor Systems Security*
- a. The physical location of the application systems shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.
 - b. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
 - c. Both CSD and Contractor shall maintain security patches and anti-virus software updates.
5. *Trusted behavior expectations.* CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

6. *Incident reporting.* Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD Information Technology Services Help Desk any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc.
7. *Audit trail responsibilities.* Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.
8. *Data sharing responsibilities.* Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.8 Travel and Per Diem

- A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75.474) or any amendments thereto, as applicable.
- C. In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.9 Codes of Conduct

- A. *Written standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

- B. *Self-dealing prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR §75.327, or subsequent amendments to these requirements.

4.10 Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.11 Fraud, Waste and Abuse

- A. Contractor shall make timely, a written report to CSD of incidents and activities, or suspected incidents and activities, involving fraud, waste and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- B. Contractor shall provide employees, subcontractors, clients and other parties affiliated with the Contractor the information necessary to report fraud, waste and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

4.12 Procurement Standards

- A. *Maintenance of written procurement procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general OMB compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- B. *Eligible bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- C. Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- D. Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- E. *Non-competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding “Adequate justification” must include, but is not limited to:

1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 2. Description of sole vendor/supplier’s unique qualifications to provide the goods or services in question; and,
 3. Analysis of cost(s) to demonstrate reasonableness.
- F. *CSD Lease/Purchase Pre-Approval requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$5,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least fifteen (15) calendar days prior to execution. Transactions without CSD’s prior written approval may be disallowed.
- G. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- H. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.13 Use and Disposition of Vehicles and Equipment

- A. Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and §75.439)
1. Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD, in the following order of priority:
 - a. Activities under a Federal award from CSD, then
 - b. Activities under Federal awards from other HHS awarding agencies

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2. During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.
 3. Any use fees shall be treated as 'program income' to the CSBG program, as described in 45 CFR § 75.307.
 4. Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor's program activities, and properly allocated to the CSBG grant. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).
- B. Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements for HHS Awards (45 CFR §75.320 (d)), including, but not limited to:
1. Property Records;
 2. Physical inventory of the property;
 3. A control system to prevent loss, damage, or theft;
 4. Adequate maintenance procedures; and
 5. Proper sale procedures
- C. Sale or disposition of CSBG-funded vehicles and equipment
1. If/when Contractor's CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).
 2. Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.
 3. Sale proceeds from the sale of real property, equipment, or supplies are not program income. 45 CFR 75.307(d). *See also* 45 CFR 75.2 "Program Income." Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (45 CFR 75.300 et seq.).

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4.14 Subcontracts

- A. Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.
- B. *Notification of subcontract execution.*
 - 1. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Provider Website.
 - 2. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.
- C. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- D. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR 75, Subpart E – Cost Principles, 45 CFR 75.400 et seq.).

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- E. Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- G. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart B – Financial Requirements

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non-Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement in Subpart H. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (CSD 425.1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.
- B. Contractor shall submit the CSD 425.1.4 (CSBG Contract Budget Narrative) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- C. Administrative Expenses
 - 1. For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating budget of its community action program(s), including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.
 - a. “A community action program is a locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem,” as defined by Cal. Gov. Code § 12750(b).
 - b. Community action programs typically:
 - i. maintains a tripartite board or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- ii. serves the purposes and goals of the federal Community Services Block Grant, Section 672 and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.
- c. The budgets of Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.
- 2. For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate.
- D. Budget modifications requiring pre-approval. In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease of more than ten percent (10%) to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.

5.2 Advance Payments

A. Advance Amount

- 1. Upon CSD providing a written notice of compliance with Article 2, Subsection 1 of this Agreement, CSD shall, in accordance with CA Gov. Code § 12781 (b), issue an advance payment to Contractor in an amount not to exceed 25% of the Maximum Amount of this agreement.
- 2. If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance amount that is available and pay the remaining portion(s) as funds become available.
- 3. If HHS fails to provide sufficient funds to pay the authorized advance amount during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.
- 4. If, during the first six months of the contract term, CSD amends this Agreement to increase the Maximum Amount, CSD shall advance up to 25% of the increase to Contractor.

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

5. Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the contract.

B. Interest on Advances

1. Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR 75.305(b)(9)), unless the following apply:
 - a. Contractor receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on CSBG cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
2. Interest earned amounts up to \$500 may be retained by Contractor for administrative expense. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services.

C. Liquidation of Advance

1. Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the first of either of the following occurs:
 - a. Contractor has expended seventy-five percent (75%) of the Maximum Amount of this Agreement; or,
 - b. At the beginning of the seventh monthly (or fourth bimonthly) reporting period of the contract term.
2. CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

D. Lien Rights

The State retains lien rights on all funds advanced.

5.3 Payments

- A. Upon approval of deliverables described in Article 2, Section 1, CSD shall issue bimonthly or monthly payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- B. Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly/bimonthly Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

5.4 Disaster Set-Aside Funding

- A. In the event a State of Emergency has been issued by the Office of the Governor, CSD authorizes Contractor to expend its CSBG funds as an interim solution to provide disaster relief services to CSBG eligible, low-income persons.
 - 1. **Disaster Expenditures under this section must be allowable and allocable in accordance with CSD's Disaster Discretionary Funding Application, CSD D 101, ("Application"). The application is available on the Provider Website.**
 - 2. Contractor must submit an application to receive CSBG discretionary disaster set-aside funding. Applications shall be submitted to Contractor's assigned Field Representative and will subsequently undergo an expedited review and approval process.
 - 3. If Contractor's application is approved CSD shall, through the amendment process, reimburse Contractor for all allowable and CSD-approved expenditures in accordance with the Application, and CSBG procedures and requirements of reimbursement.
- B. The reimbursement of CSBG funds for disaster relief services is expressly conditioned upon CSD and Contractor executing a contract amendment increasing the contract amount by a sum equivalent to the disaster expenditures authorized herein, utilizing set-aside funds made available by CSD.

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 6 – FINANCIAL REPORTING

6.1 Monthly/ Bimonthly Fiscal Reports

- A. Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle cannot be changed and will be in effect throughout the term of this Agreement.
- B. Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the amount of expenditure(s) in the report period.
- C. Agencies granted a contract extension, must complete and submit Monthly/Bimonthly Fiscal Reports to EARS on or before the twentieth (20th) calendar day following the report period, regardless of the amount of the expenditure(s) in the report period for the duration of the contract term.

6.2 Close-Out Report

Contractor shall complete and submit all CSD close-out forms within ninety (90) calendar days after the expiration date of this Agreement.

- A. The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest version of the close-out form is available on the Provider Website.
- B. Final expenditures must be submitted by entry into EARS.
- C. All adjustments must reflect the actual expenditure period and be submitted by entry into EARS.
- D. Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.
- E. If CSD grants Contractor a term extension, regardless of the extension period, Contractor must submit all required close-out documents, without exception, no later than June 30, 2020.

ARTICLE 6 – FINANCIAL REPORTING

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

6.3 Transparency Act Reporting

- A. In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not required by the IRS to annually file a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.
- B. Pursuant to the FFATA reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD form 279, located in Subpart H, and return with the contract Part I to ensure compliance.

CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart C – Programmatic Requirements

ARTICLE 7 – CSBG Terms, Conditions, Programmatic Provisions and Reporting

7.1 Fair Hearing for Denial of Client benefits by Contractor

- A. Pursuant to Title 22 of the California Code of Regulations, Section 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within twenty (20) days from the denial of assistance.
- B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
- C. The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.2 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, each Contractor shall submit the Organizational Standards annually utilizing the eGov ReportHub system no later than August 31st. Contractor shall have until January 31, 2020 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2019 Organizational Standards Assessment.

7.3 Programmatic Reporting

A. Submission of Required Plans/Reports

Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to CSBGReports@csd.ca.gov, no later than the date specified.

B. Community Action Plan

Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD.

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS AND REPORTING

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

C. CSBG Annual Work Plan Modules 3-4

Annual programmatic work plan covers the programmatic activities from January 1, 2019, through December 31, 2019. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets in the eGov System as part of the contract deliverables. The Contractor must complete the Community Initiative Status Form in Module 3, Initiative List, Section A and Section B Targets CNPI. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Sections A Targets FNPI. As applicable, Modules 3 and 4 must be completed and submitted in the eGov Reporting system no later than February 15, 2020. Access to the eGov system is <https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn>.

D. Term Extension Reports

Contractor shall be required to collect programmatic outcomes associated with services provided under an extended contract term covering the period January 1, 2020 through the extended period as specified on the STD 213. The programmatic outcomes report shall be submitted to CSD with the close out packet.

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS AND REPORTING

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart D – Compliance Requirements

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit and Investigate

- A. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- C. Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with 42 U.S.C. §9901 *et seq.*, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring

- A. Contractor's and CSD's Shared Responsibilities for Federal Funds
 - 1. As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
 - 2. As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a. Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Section 7.2, applicable to CSBG-funded programs; and,
 - b. Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with federal OMB requirements.
- B. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- C. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.
- D. Collection of Disallowed Costs
1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
 2. *Time for response.* Contractor shall have no less than 30 days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
 3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.3 Auditing Standards and Reports

A. Auditing Standards

1. *Applicability.* The standards set forth in this Article (8.3 – Auditing Standards and Reports) reflect the audit requirements as set forth in 2 CFR §200.500 *et seq.*
2. *Supplemental Audit Guide.* In addition to the applicable audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference and may be accessed on the Provider Website.

B. Audit Reports

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards, December 2011 Revision, as amended.”
2. Organizations below audit threshold. Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single agency-wide audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

C. *Submission of Audit Reports.* Contractor shall submit to CSD one printed copy and one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor’s report, or nine months after the end of the Contractor’s fiscal year.

D. The audit report(s) and all supplemental financial information must be submitted to the following addresses:

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

One Electronic copy:
audits@csd.ca.gov.

One Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- E. In the event that an agency fails to comply with the audit requirements under this section, CSD may take one or more of the following actions, provided in 45 CFR § 75.371 - §75.380 "Remedies for Noncompliance," as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by contractor or more severe enforcement action by the non-Federal awarding agency entity or more severe enforcement action by CSD;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend (suspension of award activities) or terminate the award;
 4. Recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR part 180 and Federal awarding agency regulations at 2 CFR Part 376 be initiated by CSD;
 5. Withhold further federal awards for the project or program; and/or
 6. Take other remedies that may be legally available.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

F. Collection of Disallowed Costs

1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.
2. Contractor shall have no less than 30 days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of Contractor's submission, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 8.4, paragraph E, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.
4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.4 Enforcement Actions Resulting from Noncompliance with this Agreement

A. Legal Authority

The authority for CSD Enforcement Actions, as defined in paragraph B, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 U.S.C. 9901, et. seq.), in Office of Management and Budget (OMB) Circulars, and in state regulations, with particular reference to 22 CCR 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that the present article shall: 1) guide, inform and clarify the Enforcement Process; 2) establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

B. Definitions

1. *Enforcement action.* For purposes of this Article, 'enforcement action' shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: a) 'High Risk' designation; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's designation as eligible entity.
2. *High Risk designation* refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to enforcement action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.
3. *Material breach* means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
 - a. constitutes fraud or gross negligence by Contractor or its agent(s);
 - b. is likely to result in significant waste and/or abuse of federal funds;
 - c. has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
 - d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
 - e. may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
 - f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

C. Initiation of Enforcement Action

1. *Grounds for enforcement action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an enforcement action.
2. *Notice of High Risk designation.* To initiate an enforcement action, CSD must provide Contractor with written Notice of High Risk designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.

D. Special Conditions and Sanctions

1. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
2. Special Conditions may include, but are not limited to:
 - a. requiring Contractor to obtain training and/or technical assistance;
 - b. imposition of special or additional reporting requirements;
 - c. special or conditional cost reimbursement requirements and procedures;
 - d. provision of documentation by Contractor; and/or
 - e. requiring Contractor to amend or modify systems, procedures, and/or policies.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

3. Sanctions may include, but are not limited to:
 - a. suspension of advances and/or reimbursements; and/or
 - b. issuance of notices to suspend operations.
4. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that:
 - a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or
 - b. associated costs are otherwise very likely to be disallowed; and
 - c. taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.
5. Procedures for Review of Special Conditions and/or Sanctions
 - a. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.
 - b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
 - c. *Informal meeting.* Within five days of receipt of a Notice of Enforcement Action, Contractor may request an informal meeting for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.
 - d. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 CCR 100780.
 - e. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

- f. Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5.c. applies.

E. Enforcement Action Cost Disallowance

1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.
2. Statements of Questioned Costs shall include, at minimum:
 - a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;
 - b. Factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and
 - c. Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.
4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may a) impose sanctions as provided in subparagraph C. 4., and/or b) issue a Notice of Disallowed Costs as determined appropriate.
5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a. the amount of disallowed costs to be repaid, if any; and
 - b. the date by which repayment must be made or, in the alternative,
 - c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
6. *Right to dispute Notice.* Not later than five (5) working days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 CCR 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, as provided in subparagraph D. 5 of this section, in a combined proceeding.
7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.
8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:
- a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
 - b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;
 - c. the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and
 - d. Contractor's financial condition and ability to pay.
- F. *Removal of High Risk designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

requirements of the Notice of “High Risk” Designation, CSD shall give Contractor written notice of such determination.

- G. *Further enforcement action.* In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor’s designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100780 and other applicable State and federal statutes and regulations.
- H. *Contractor’s status during federal review period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/ or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 676A of the Community Services Block Grant Act, (42 USC 9905A), *except* that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart E – Certifications and Assurances

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Certifications

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will comply with the provisions set forth in the following:
1. Drug Free Workplace Requirements Contract Certification Clause (CCC 04/2017)
 2. National Labor Relations Board Certification (CCC 04/2017)
 3. Expatriate Corporations (CCC 04/2017)
 4. Domestic Partners (CCC 04/2017)
 5. Amendment for Change of Agency Name (CCC 04/2017)
 6. Resolution (CCC 04/2017)
 7. Air and Water Pollution Violation (CCC 04/2017)
 8. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
 9. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)
- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit the Provider Website.

9.2 Federal Certification Regarding Debarment, Suspension and Related Matters

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (3) year period preceding this 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

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

(federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.

- C. 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 of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.
- F. As provided in Article 4.10 B, of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.3 Affirmative Action Compliance

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60.140, Sections 60.210 through 60.232, Sections 60.250.1 through 60.250.33, and Sections 60.741.4 through 60.741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

9.4 Nondiscrimination Compliance

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3. Rehabilitation Act of 1973, as amended.
 - 4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6. Public Law 101 336, Americans with Disabilities Act of 1990, as amended.

9.5 Specific Assurances

- A. Pro-Children Act of 1994
 - 1. This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
 - 2. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For a detailed explanation, please visit the Provider Website.
 - 3. This Agreement incorporates by reference all provisions set forth in "Child Support Services and Referrals (Section 678G (b) 1998 CSBG Reauthorization Act)." For a detailed explanation in the CSBG Act, please visit the Provider Website.
- B. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

C. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

1. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
2. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM/>.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart F – State Contracting Requirements

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 04/2017

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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).
- 10.5 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.
- 10.6 DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 10.7 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

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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.

- 10.8 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.
- 10.9 RECYCLING CERTIFICATION:** 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).
- 10.10 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 be required 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.
- 10.11 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.

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- 10.12 TIMELINESS:** Time is of the essence in this Agreement.
- 10.13 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.
- 10.14 GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 10.15 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.
- 10.16 CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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.

10.17 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.

10.18 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 §11200 in accordance with Pub. Contract Code §10353.

10.19 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.)

10.20 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

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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).)

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 U.S.C. § 9902; CA Govt. Code §12730; 45 C.F.R. Part 75 and 22 C.C.R. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.

Continuing Resolution: An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

SUBPART G – DEFINITIONS

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
<u>Limited Purpose Agency (LPA):</u>	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9921.
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Native American Indian program (NAI):</u>	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in California Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 U.S.C. § 9910(b).
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.
<u>Subcontractor:</u>	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

SUBPART G – DEFINITIONS

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Total Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart H – Table of Forms and Attachments

H.1. Forms (to be returned with signed contract):

A. 425 Budget Series (Forms):

1. CSD 425.S CSBG Contract Budget Summary
2. CSD 425.1.1 CSBG Budget Support Personnel Cost
3. CSD 425.1.2 CSBG Budget Support Non-Personnel Cost
4. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
5. CSD 425.1.4 CSBG Contract Budget Narrative

B. CSBG Annual Report Workplan (CSD 641)

C. CSBG Annual Work Plan Modules 3-4

Annual programmatic work plan covers the programmatic activities from January 1, 2019 through December 31, 2019. Contractor must complete and submit the CSBG Annual Work Plan in the eGov Report Hub database system as part of the contract deliverables. The Contractor must complete the Community Initiative Status Form in Module 3, Section A. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Section A. As applicable, Modules 3 and 4 must be completed and submitted in the eGov Reporting system. To access the eGov system click on the following link [eGovReportHub](#).

D. Certification Regarding Lobbying/Disclosure of Lobbying Activities

E. Community Services and Development Federal Accountability and Transparency Act Report (CSD 279)

F. Agency Staff and Board Roster (CSD 188)

H.2. The following documents are hereby incorporated by this reference:

Attachment A: CSBG Allocation Spreadsheet

Attachment B: Supplemental Audit Guide

SUBPART H - TABLE OF FORMS AND ATTACHMENTS

RESOLUTION NO. 2018 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF COMMUNITY
SERVICES AND DEVELOPMENT FOR COMMUNITY SERVICES BLOCK GRANT FUNDS**

WHEREAS, the State of California Department of Community Services and Development (“CSD”) has made available Community Services Block Grant (“CSBG”) funds; and

WHEREAS, CSD has offered CSBG Agreement Number 19F-4044 (“the Agreement”) to the Shasta County Community Action Agency; and

WHEREAS, the Board of Supervisors of the County of Shasta has determined that there is a need for anti-poverty programs and is willing to accept the aforementioned agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby:

- (1) Accepts the terms and conditions of the Agreement; and
- (2) Authorizes the Chairman to sign the Agreement with CSD in an amount of \$298,372 for the time period January 1, 2019 through December 31, 2019; and
- (3) Certifies that all uses of funds will be in compliance with CSD regulations, guidelines, and agreement provisions; and
- (4) Authorizes the Director of the Department of Housing and Community Action Programs, or his or her designee, to sign and submit all required CSBG forms, certifications, and reports.

DULY PASSED AND ADOPTED this 11th day of December 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: December 11, 2018

CATEGORY: Consent - Law and Justice-16.

SUBJECT:

CFMG Agreement Amendment

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Dave Kent, Captain (530) 245-6100

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment, effective the date of signing, to the agreement with California Forensic Medical Group, Inc., to adjust the compensation as described in the amendment due to adding beds in the Shasta County Main Jail, retaining the term of July 1, 2016 through June 30, 2019, with two one-year automatic renewals.

SUMMARY

Adding beds to the Main Jail increases the number of inmates receiving medical services from California Forensic Medical Group, Inc the amendment will address the increased cost for these services.

DISCUSSION

Shasta County has actively been pursuing adding beds to the Main Jail. On March 27, 2018, the Board of Supervisors (Board) approved staff to pursue establishment of an additional 60 beds in the Main Jail. On June 26, 2018, the Board approved including an additional 38 beds with approximately 64 beds for a total of approximately 102 additional beds in the Main Jail. Pursuant to the Board of State and Community Corrections, (BSCC), additional showers are needed before additional beds can be utilized. On July 24, 2018, the Board approved a bid for work in the Main Jail which includes adding showers. This improvement will result in additional beds being available. The additional showers are currently being installed and due to be completed by the end of December 2018 to the beginning of January 2019.

Shasta County is required to provide specific medical care to persons in custody at the Main Jail. On June 28, 2016, the Board approved an agreement with CFMG for these services. Due to the potential increase in the number of inmates in the Main Jail, the CFMG agreement needs to be amended to address these services and associated costs.

ALTERNATIVES

The Board could choose to modify the terms of the amendment.

OTHER AGENCY INVOLVEMENT

Since services in the Juvenile Rehabilitation Facility, (JRF), are also provided under this agreement, the Chief Probation Officer, (CPO), was notified of this agreement amendment and asked if any other JRF-related changes needed to be addressed. The CPO has no modification requests at this time. County Counsel approved the amendment as to form. Risk Management reviewed and approved the amendment due to the increased number of inmates receiving services. The County Administrative Office reviewed the recommendation.

FINANCING

The increased cost for contract medical services in the Main Jail as a result of this amendment will have a fixed increase of \$39,635 per month with a per diem charge of \$4.36 per inmate for average daily population above 435 inmates. These rates are for the period December 1, 2018 through June 30, 2019 and will increase according to the contract provisions for CPI increase beginning July 1, 2019 and July 1, 2020.

The estimated additional cost for contract medical services through the balance of this fiscal year is \$300,457 and includes estimates of per diem charges based on an average daily population of 464 inmates. Other one-time costs are being incurred by the jail that were not included in the Adopted Budget and when combined with this increase and the marginal additional cost for additional inmates, the Sheriff anticipates needing to return to the Board of Supervisors prior to fiscal year end to request additional General Fund to offset expenditures that are projected to exceed the current Adopted Budget.

For future fiscal years, the department will include the increased cost in the Jail's requested budget.

ATTACHMENTS:

Description	Upload Date	Description
CFMG First Amendment	12/4/2018	CFMG First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.
FOR THE PURPOSE OF PROVIDING COMPREHENSIVE HEALTH CARE AND
SPECIFIED MENTAL HEALTH CARE SERVICES TO INMATES IN THE SHASTA
COUNTY JAIL, SHASTA COUNTY JUVENILE REHABILITATION CENTER.**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Sheriff's Office and Probation Department ("County") and California Forensic Medical Group, Inc. ("Contractor").

R E C I T A L S

WHEREAS, County and Contractor previously entered into an agreement on June 28, 2016 (effective July 1, 2016), for the purpose of providing comprehensive health care and specified mental health care services to inmates in the Shasta County Jail, Shasta County Juvenile Rehabilitation Center; and

WHEREAS, County and Contractor desire to amend the Agreement to modify the compensation to address additional inmates in the Shasta County Jail, and to remove provisions related to the Adult Rehabilitation Center (ARC). ("First Amendment");

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 1. **DEFINITIONS**

Paragraphs A and C of this section shall be amended to read as follows:

A. The Shasta County Main Jail hereinafter shall be referred to as Shasta County Jail or "Jail".

C. The Adult Rehabilitation Center (ARC) hereinafter will be removed from the agreement due to the cancellation of construction in 2017.

II. Section 5. **COMPENSATION**

Paragraph (A), Subsection (1) shall be amended to read as follows:

A. Contractor shall be compensated for the services prescribed in this agreement as follows:

- 1). For the period July 1, 2016 through June 30, 2017, monthly:
Jail: \$235,835
JRF: \$ 18,720

For the period July 1, 2017 through June 30, 2018, monthly:

Jail: \$242,910

JRF: \$ 19,282

For the period July 1, 2018 through November 30, 2018, monthly:

Jail: \$250,197

JRF: \$ 19,860

For the period December 1, 2018 through June 30, 2019, monthly:

Jail: \$250,197

JRF: \$ 19,860

Incremental Pricing: \$39,635

Total: \$309,692

Paragraph (B), Subsections (1-2) shall be amended to read as follows:

B. In addition to the compensation specified in Section 5.A, for the period December 7, 2018 through June 30, 2021, the following shall apply:

1. A per diem charge of \$4.36 will be paid by County for each inmate at the jail in excess of 435 average daily population in any calendar month.
2. In any calendar month, if the jail population falls below 435, Contractor shall rebate to County a per diem of \$4.36 per inmate below the average daily population of 435.

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 Contractor.

V. **EFFECTIVE DATE**

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

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

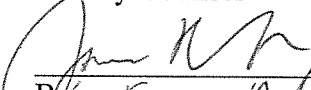
Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

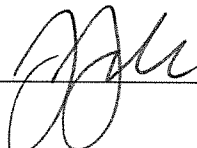
By: _____
Deputy

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



By: For Adam Pressman
per approval 12/3/18

Date: 12-3-18

RISK MANAGEMENT APPROVAL

By:  12/07/18

CONTRACTOR

By: 
Dr. Raymond Herr
Tax I.D.#: 77-0005793



Kip Hallman

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - Law and Justice-17.

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 Board adopted Resolution No. 2018-067, which 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 time frame. 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 through November have, fortunately, been fully contained.

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. Further, with the unpredictability of severe weather in the forecast, the potential of debris flows and flash flooding are increased within the footprint of the Carr Fire.

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 Resolution	11/26/2018	Carr Fire 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 ongoing; and

WHEREAS, as of August 30, 2018, the Carr Fire 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 unpredictability of severe weather is forecasted and could exacerbate potential flash flooding and debris flows within the footprint of the Carr Fire; 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 –
December 11, 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 11th day of December, 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: December 11, 2018

CATEGORY: Consent - Law and Justice-18.

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

The Shasta County Director of Emergency Services verbally proclaimed a local emergency on September 6, 2018 due to the wildland fire identified as the "Delta Fire." The proclamation was signed by the Director on the morning of September 7, 2018. On September 11, 2018, the Board adopted 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 experienced in a short time period.

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.

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. Shasta County is also still under a 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 to clean up hazardous material and the removal of debris from private properties to prevent any environmental issues. Further, with the unpredictability of severe weather in the forecast, the potential of debris flows and flash flooding are increased within the footprint of the Delta Fire.

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 Governor's 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 Resolution	11/26/2018	Delta Fire 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, 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 unpredictability of severe weather is forecasted and could exacerbate potential flash flooding and debris flows within the footprint of the Delta Fire; 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 -
December 11, 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 11th day of December, 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: December 11, 2018

CATEGORY: Consent - Public Works-19.

SUBJECT:

Parcel Map No. 17-006 – Accept Securities

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding Parcel Map No. 17-006 (Igo area): (1) Approve and authorize the Chairman to sign an agreement with E.C. Smith Investments, LLC for completion of improvements within one year from the date of the recordation of the Parcel Map; and (2) accept securities for: (a) faithful performance in the amount of \$3,000; and (b) labor and materials in the amount of \$1,500.

SUMMARY

The developer on Parcel Map No. 17-006 has posted securities for completion of improvements. It is recommended that the Board enter into an agreement for completion of the work.

DISCUSSION

Parcel Map No. 17-006 is a four-lot subdivision in the Igo area off of Platina Road. State law allows the developer to record a map after the required improvements have been completed or bonded for. It is recommended that the County enter into the agreement and accept the securities to guarantee completion of the improvements.

ALTERNATIVES

The Board may decline to approve this agreement, thus requiring the developer to complete all improvements before filing the parcel map. No pressing health or safety issues are involved, and so it is recommended that the Board approve this agreement.

OTHER AGENCY INVOLVEMENT

The conditions of approval are established by the Planning Commission. County Counsel has approved the agreement as to form. Risk Management have reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office.

FINANCING

All subdivision activity is fee supported. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Parcel Map No. 17-006 Agreement	12/3/2018	Parcel Map No. 17-006 Agreement

**COUNTY OF SHASTA
STATE OF CALIFORNIA
AGREEMENT – PARCEL MAP**

THIS AGREEMENT is entered into between the County of Shasta, a political subdivision of the State of California (“County”), and E.C. Smith Investments, LLC (“Developer”), this ____ day of _____, ____.

WHEREAS, the Developer is creating a development in the County of Shasta, State of California, known as **Parcel Map No. 17-006** (the “Subdivision”), and

WHEREAS, the Shasta County Planning Commission in Resolution # 2018-016 (the “Resolution”) approved the tentative parcel map on said development subject to the conditions set forth in the Resolution, and

WHEREAS, Developer has requested final approval and approval for recordation of the Parcel Map for the development; and

WHEREAS, Chapter 15 of the Shasta County Code requires Developer to enter into an Agreement with County prior to approval for recordation of the Parcel Map.

NOW, THEREFORE, in order to meet the conditions set forth in the Resolution and to qualify said Subdivision for recordation, Developer and County agree as follows:

1. Developer shall obtain an encroachment permit from the Shasta County Department of Public Works and construct the improvements specified in the Resolution within one (1) year from the date of recordation of the Parcel Map, to the sole satisfaction of the Public Works Director and in accordance with the Shasta County Development Standards hereby incorporated by reference into this Agreement.
2. Developer shall construct any changes or alterations required by the Public Works Director, provided that all such changes or alterations do not exceed 10 percent of the original estimated cost of the improvements.
3. Developer shall perform all work provided for in this Agreement at its sole cost and expense. In the event Developer fails to construct any improvements required under this Agreement, County may, at its option, do the work and collect all the cost from Developer and/or the surety or security. Permission to enter onto the property of Developer is granted to County or its contractor as may be necessary to construct such improvements.
4. Developer shall maintain, or shall require any contractor engaged to perform the work is required by this Agreement, at all times during the performance of the work required by this agreement, a separate policy of insurance in a form and amount acceptable to County.
5. Developer shall, on or before the date of execution of this Agreement, furnish security in the sum of \$3,000.00 to secure that Developer will faithfully and properly perform the construction required by this Agreement in accordance with Chapter 15.16 of the Shasta County Code, Government Code section 66499 and to the satisfaction of the Public Works Director.

6. Developer shall, on or before the date of execution of this Agreement, furnish security in the sum of \$1,500.00 to secure payment for labor and materials for the construction Developer is to perform pursuant to this Agreement in accordance with Chapter 15.16 of the Shasta County Code, Government Code section 66499 and to the satisfaction of the Public Works Director.
7. To the fullest extent permitted by law, Developer 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 Developer, or by any of Developer's subcontractors, any person employed under Developer, 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. Developer shall also, at Developer'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 Developer, or any of Developer's subcontractors, any person employed under Developer, or under any Subcontractor, or in any capacity. Developer shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent Contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.
8. 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. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.
9. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Shasta County and shall constitute a covenant running with the land and in equitable servitude upon the real property subject to the Parcel Map.

SIGNATURE PAGE FOLLOWS

Parcel Map Agreement
Page 3 of 3

E.C. Smith Investments, LLC
Parcel Map No. 17-006

IN WITNESS WHEREOF, the County and Developer have executed this Agreement on the day and year set forth above.

COUNTY OF SHASTA

Date: _____

_____, 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 for 2018 & 2019:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 11/30/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 11/30/18
James Johnson
Risk Management Analyst III

DEVELOPER

E.C. SMITH INVESTMENTS, LLC.

By: Lawrence Elkins

Print Name: Lawrence Elkins

Title: General Manager

Date: 11/30/18

Tax I.D. #: 261298690

By: Jim Elkins

Print Name: Jim Elkins

Title: GENERAL Manager

Date: 11-30-18

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - Public Works-20.

SUBJECT:

West Central Landfill PG&E Construction Contract

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a contract with Pacific Gas and Electric (PG&E) in an advanced payment amount of \$46,083.02 to provide electric upgrades at the West Central Landfill.

SUMMARY

Three-phase power is proposed to operate industrial equipment at West Central Landfill.

DISCUSSION

West Central Landfill is owned by the County and operated by the City of Redding. Electrical power is used to operate buildings, pumps, blowers and control systems. Three-phase power is required or preferred for most industrial equipment. Three-phase power was brought onsite several years ago to power the gas extraction system but only two-phase power extends to the back of the site. Some remote landfill equipment has been running on a rented three-phase generator. Other equipment has been configured to use the existing two-phase power, either directly or with converters. Two-phase industrial pumps and blowers are generally less available, powerful, reliable and efficient. Distribution line upgrades are proposed to extend three-phase power across the site at an estimated cost of \$48,583.02 less a \$2,500 deposit.

ALTERNATIVES

The Board may decline to execute the contract. Existing landfill operations would continue.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total cost of this project is estimated to be \$60,000. All landfill activities are fee-supported. Adequate funds have been included in the Adopted 2018/19 Solid Waste Budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
PG&E Construction Contract	11/28/2018	PG&E Construction Contract



Customer Payment Coupon

County of Shasta, A Government Agency

1855 PLACER ST
REDDING CA 96001

For Internal Use

Notification #	113086065
Contract #	1241840
E-PM #	31354030
G-PM #	
E-Prior MLX/PM#	2011
G-Prior MLX/PM#	
Customer #	1559138

Customer Payment Summary

14095 CLEAR CREEK RD, IGO, 96047

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options	Total Due	
10-Year Refundable Advance Option Gas and Electric	\$93,690.26	\$93,690.26
Non-Refundable 50 percent Discount Option for Gas and Electric	\$46,083.02	\$46,083.02
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$46,083.02	\$46,083.02
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$93,690.26	\$93,690.26

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at pge.com/contractpayments

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and this customer payment coupon with your payment
- Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

Have Questions?

Please Call **1-800-422-0436**

#Form 79-11894



113086065E



Gas and Electric Extension Agreement*

November 7, 2018

County of Shasta, A Government Agency

1855 PLACER ST
REDDING CA 96001

Re: 14095 CLEAR CREEK RD, IGO, 96047

Dear LES BAUGH

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										
Customer								X	X	

GAS

ELECTRIC

Total non-refundable project costs		\$0.00	\$975.78
Refundable extension costs		\$0.00	\$98,356.84
Allowances (credit)	-	\$0.00	\$3,142.35
Net refundable amount	=	\$0.00	\$95,214.49
10 YEAR REFUNDABLE OPTION			
Net refundable amount		\$0.00	\$95,214.49
Credit for value of design and/or facilities provided by applicant	-	\$0.00	\$0.00
Total non-refundable project costs	+	\$0.00	\$975.78
Total (if you select this option)	=	\$0.00	\$96,190.26
NON-REFUNDABLE 50% DISCOUNT OPTION			
Net refundable amount		\$0.00	\$95,214.49
Discount: 50% of Net refundable amount	-	\$0.00	\$47,607.24
Credit for value of design and/or facilities provided by applicant	-	\$0.00	\$0.00
Total non-refundable project costs	+	\$0.00	\$975.78
Total (if you select this option)	=	\$0.00	\$48,583.02
Potential refund per residential lot/unit		\$0.00	\$0.00
Potential reimbursement per service completion			
Pressurized or energized system		\$0.00	\$0.00
Not pressurized or energized system		\$0.00	\$0.00
Reimbursement for other work performed		\$0.00	\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

For Internal Use

Notification #	113086065
Contract #	1241840
E-PM #	31354030
G-PM #	
E-Prior MLX/PM#	2011
G-Prior MLX/PM	
Customer #	1559138

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



113086065E



Gas and Electric Extension Agreement*

2 Select one of the following payment options.

- ☐ 10-Year Refundable Option for Gas and Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and Electric
- ☒ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- ☒ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$0.00	\$96,190.26	\$2,500.00	\$93,690.26
\$0.00	\$48,583.02	\$2,500.00	\$46,083.02
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from 07-NOV-18.

PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Amado Perez at 5302466584 or by email at APPF@pge.com

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Natalie Fritze

Natalie Fritze
Service Planning Supervisor

Customer

Agreed and accepted by:

County of Shasta, A Government Agency

Authorized Signatory LES BAUGH

Title

Signature

Date

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not To Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.



113086065E

APPROVED AS TO FORM:

David M. Yorton, Jr.
DAVID M. YORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:

James Johnson
James Johnson

11/27/18
Risk Management Analyst

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E
March 2015

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Consent - Resource Management-21.

SUBJECT:

Written Annual and Five-Year reports to the Shasta County Board of Supervisors regarding the status of the Shasta County Public Facility Impact Fees implemented on July 1, 2008.

DEPARTMENT: Resource Management

Supervisory District No. : ALL

DEPARTMENT CONTACT: Paul Hellman, Director of Resource Management (530) 225-5789

STAFF REPORT APPROVED BY: Paul Hellman, Director of Resource Management

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

RECOMMENDATION

Take the following actions: (1) Receive Annual and Five-Year written reports regarding the status of the Shasta County Public Facility Impact Fees implemented on July 1, 2008, pursuant to Government Code sections 66001(d) and 66006(b); and (2) adopt the findings in the Five-Year written report.

SUMMARY

N/A

DISCUSSION

On May 6, 2008, Shasta County adopted public facilities impact fees by County Ordinance No. 665. These impact fees were implemented on July 1, 2008, and phased in over three years as an addition to the Building Permit process at the Department of Resource Management.

Government Code section 66006(a) requires that collected fees be deposited in a separate capital facilities account in a manner to avoid any commingling of the funds with other revenues and funds of the County, except for temporary investment.

Government Code section 66006(b)(1) requires an annual report be made concerning the impact fees, detailing the following:

(A) Description of the type of fee in the account or fund.

(B) The amount of the fee.

(C) The beginning and ending balance of the account or fund.

(D) The amount of the fees collected and the interest earned.

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid.

(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

The attached annual report includes all information required by Government Code section 66006(b) and shows the fees collected for the fiscal year ending June 30, 2018, as well as the fee schedules. The report also details the funds utilized for public improvements such as the Juvenile Rehabilitation Facility interfund transfer. There have been no refunds done in which these fees have been expended; therefore, section H of Government Code 66006(b)(1) is not described in the report.

In addition to the annual report, Government Code section 66001(d) states that, for the fifth fiscal year following the first deposit into the account, and every five years thereafter, the County shall make all of the following findings with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- (A) Identify the purpose to which the fee is to be put.
- (B) Demonstrate a reasonable relationship between the fee and the purpose for which it is to be charged.
- (C) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- (D) Designate the approximate dates on which the funding referred to in paragraph (C) is expected to be deposited into the appropriate account or fund.

The Five-Year report includes the findings required by Government Code section 66001(d).

Both the Annual and Five-Year Reports were made available to the public at least fifteen days prior to the Board of Supervisors' meeting, and a notice was published in the Redding Record-Searchlight.

ALTERNATIVES

The Board may ask for additional information.

OTHER AGENCY INVOLVEMENT

The County Administrative Office, County Counsel and Auditor/Controller have reviewed this recommendation.

FINANCING

There are no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Annual Facility Impact Fee Report FY 2017/18	11/30/2018	Annual Facility Impact Fee Report FY 2017/18
Five-Year Facility Impact Fee Report 2018	11/30/2018	Five-Year Facility Impact Fee Report 2018

**SHASTA COUNTY
FY 2017/18 PUBLIC FACILITIES IMPACT FEE REPORT**

October 1, 2018

PUBLIC FACILITIES IMPACT FEE UPDATE

In this report the public facilities impact fees for Shasta County are the current costs for expanding public facilities for the following fee categories:

- Public Protection
- Public Health
- Library
- Sheriff Patrol and Investigation
- General Government
- Animal Control
- Fire Protection
- Traffic
- City of Redding Parks (not in effect at this time)

INTRODUCTION

In March 2008, Muni Financial submitted a proposed Public Impact Fee Study to Shasta County and the City of Redding. On May 6, 2008, Shasta County adopted the proposed public facilities impact fees by County Ordinance No. 665 as set forth in the Impact Fee Study (IFS).

The descriptions of the types of fees in the account category are as follows:

Public Protection – This fee is to generate revenue for public protection facilities needed to serve new development. Public Protection facilities serve both residents and businesses within both incorporated and unincorporated portions of the County. Therefore, fees coupled with public protection are based on the County's service population including residents and workers.

Public Health – This fee is to generate revenue to support the public health facilities needed to serve new development. Residents are the primary users of public health services. Nonresidential development does not tend to increase demand for public health services; therefore, the fee for public health facilities is based on residential population and excludes workers.

Library – This fee is to generate revenue to support the library books and technology facilities needed to serve new development. Residents are the primary users of libraries; therefore, the fees are based on the residential population and excludes workers.

Sheriff Patrol and Investigation – This fee is to generate revenue to support the sheriff patrol and investigation facilities needed to serve new development. Residents and businesses in the unincorporated portions of Shasta County benefit from law enforcement services provided by the Sheriff's Office; therefore, the fee is based on the County's collective unincorporated residential and worker populations.

General Government – This fee is to generate revenue to support the general government facilities needed to serve new development. General government facilities serve both residents and business in both the incorporated and unincorporated portions of the County; therefore, this

fee is based on services to both residents and workers within both the incorporated and unincorporated areas of the County.

Animal Control – This fee is to generate revenue to support the animal control facilities needed to serve new development. Residents are the primary users of animal control facilities; therefore, this fee is based on residential population for the unincorporated area of the County.

Fire Protection – This fee is to generate revenue to support fire protection facilities needed to serve new development in the County Fire Department service area. Residents and business are served by this facility in some unincorporated areas of the County; therefore, this fee is based on the service populations that include residents and workers. This fee applies only within the service area of the Shasta County Fire Department.

Traffic – This fee is to generate revenue to support improvements to the regional transportation system needed to serve new development. Residents and business are both served by the regional transportation system; therefore, this fee is based on new trip demand for the project for residential and business. These fees apply only to the South County Region (described in IFS section 12, exhibit 2).

City of Redding Parks – This fee shall not take legal effect until the County of Shasta and the City of Redding enter into an agreement regarding the use of these fees, and the County Board declares that the fee has taken effect. This fee is to generate revenue to support the County resident's share of planned improvements to these region-serving parks attributed to new development in unincorporated areas. Residents are the primary users of the parkland; therefore the demand for parks and facilities is based on residential population and excludes workers. When in effect, these fees apply only to the South Central Region (described in IFS section 12, exhibit 2).

FEE USE

The fees shall be solely used (1) for the purposes described in the IFS; (2) for reimbursing the County for the development's fair share of those capital improvements already constructed by the County; (3) for reimbursing developers who have constructed public facilities described in the IFS or other facility master plans adopted from time to time by the Board; or (4) inter-account loans as permitted by the Mitigation Fee Act (Government Code, section 66000, et seq.).

IMPACT FEE TABLE (BASE FEE)

The development impact fees are imposed in the amounts listed in the Impact Fee Table below. On July 1, 2008, the fees were 34% of the fees listed on the Impact Fee Table. On July 1, 2009, the fees were 67% of the fees listed on the Impact Fee Table plus the Building Cost Index (BCI) Engineering News Review (ENR) index. On July 1, 2010, the fees were 100% of the fees listed on the Impact Fee Table plus the BCI ENR index.

As of July 1, 2011, all yearly increases/decreases will be based on the BCI ENR index.

Impact Fee Table March 26, 2008		
Fee Category	Land Use Type	Fee (Base Year 2007)
Public Protection	Single-Family Unit	\$ 1,646.00
	Multi-Family Unit	\$ 1,577.00
	Commercial	\$ 335.00
	Office	\$ 255.00
	Industrial	\$ 151.00
Public Health	Single-Family Unit	\$ 749.00
	Multi-Family Unit	\$ 717.00
Library	Single-Family Unit	\$ 133.00
	Multi-Family Unit	\$ 126.00
Sheriff Patrol and Investigation	Single-Family Unit	\$ 789.00
	Multi-Family Unit	\$ 756.00
	Commercial	\$ 161.00
	Office	\$ 122.00
	Industrial	\$ 72.00
General Government	Single-Family Unit	\$ 1,165.00
	Multi-Family Unit	\$ 1,116.00
	Commercial	\$ 237.00
	Office	\$ 181.00
	Industrial	\$ 107.00
Animal Control	Single-Family Unit	\$ 219.00
	Multi-Family Unit	\$ 210.00
Fire Protection	Single-Family Unit	\$ 1,459.00
	Multi-Family Unit	\$ 1,397.00
	Retail	\$ 854.00
	Office	\$ 650.00
	Industrial	\$ 386.00
Traffic	Single-Family Unit	\$ 1,049.00
	Multi-Family Unit	\$ 646.00
	Commercial	\$ 1,441.00
	Office	\$ 1,703.00
	Industrial	\$ 1,170.00
City of Redding Parks	Single-Family Unit	\$ 561.00
	Multi-Family Unit	\$ 538.00

CHANGES IN FACILITY IMPACT FEE COSTS

During the first year, FY 2008/09, 34% of the fee shown in the Impact Fee Table was collected. During the second year, FY 2009/10, only 67% of the fee shown in the Impact Fee Table plus a 6.4% BCI ENR index was collected. During the third year, FY 2010/11, 100% of the fee shown in the Impact Fee Table was collected plus a -.83% BCI ENR index. The fourth year, FY 2011/12, and thereafter, the fees are calculated using the prior year fiscal year end and increased or decreased based on the BCI ENR Index. In the table below, using the above method FY 2011/12 was based on the June 30, 2011, fees listed on the Impact Fee Table and increased by

3.6% BCI ENR index. FY 2012/13 was based on the June 30, 2012, fees listed in the Impact Fee Table and increased by 2.9% BCI ENR index. FY 2013/14 was based on the June 30, 2013, fees listed in the Impact Fee Table and increased by 1.9% BCI ENR index. FY 2014/15 was based on the June 30, 2014 fees listed in the Impact Fee Table and increased by 2.2% BCI ENR index. FY 2015/16 was based on the June 30, 2015 fees listed in the Impact Fee Table and increased by 2.7% BCI ENR index. FY 2016/17 was based on the June 30, 2016 fees listed in the Impact Fee Table and increased by 1.5% BCI ENR index. All nine of these tables are shown below. FY 2017/18 was based on the June 30, 2017 fees listed in the Impact Fee Table and increased by 2.9% BCI ENR index.

Impact Fee Schedule July 1, 2008 - June 30, 2009 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$ 1,598.34	\$ 1,530.68	\$ 249.22	\$ 179.52	\$ 112.20
Main Fee + Fire	\$ 2,094.40	\$ 2,005.66	\$ 539.58	\$ 400.52	\$ 243.44
Main Fee + Traffic	\$ 1,955.00	\$ 1,750.32	\$ 739.16	\$ 758.54	\$ 510.00
Main Fee + Fire + Traffic	\$ 2,451.06	\$ 2,225.30	\$ 1,029.52	\$ 979.54	\$ 641.24

Impact Fee Schedule July 1, 2009 - June 30, 2010 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$ 3,351.25	\$ 3,209.39	\$ 522.54	\$ 376.40	\$ 235.25
Main Fee + Fire	\$ 4,391.34	\$ 4,205.28	\$ 1,131.34	\$ 839.77	\$ 510.42
Main Fee + Traffic	\$ 4,099.06	\$ 3,669.91	\$ 1,549.80	\$ 1,590.44	\$ 1,069.32
Main Fee + Fire + Traffic	\$ 5,139.15	\$ 4,665.80	\$ 2,158.60	\$ 2,053.81	\$ 1,344.49

Impact Fee Schedule July 1, 2010 - June 30, 2011 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$ 4,960.35	\$ 4,750.37	\$ 773.44	\$ 557.13	\$ 348.21
Main Fee + Fire	\$ 6,499.84	\$ 6,224.44	\$ 1,674.55	\$ 1,242.99	\$ 755.50
Main Fee + Traffic	\$ 6,067.22	\$ 5,432.01	\$ 2,293.94	\$ 2,354.08	\$ 1,582.75
Main Fee + Fire + Traffic	\$ 7,606.71	\$ 6,906.08	\$ 3,195.05	\$ 3,039.94	\$ 1,990.05

Impact Fee Schedule July 1, 2011 - June 30, 2012 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$ 5,138.92	\$ 4,921.38	\$ 801.28	\$ 577.19	\$ 360.74
Main Fee + Fire	\$ 6,733.83	\$ 6,448.52	\$ 1,734.84	\$ 1,287.74	\$ 782.70
Main Fee + Traffic	\$ 6,285.64	\$ 5,627.56	\$ 2,376.52	\$ 2,438.83	\$ 1,639.73
Main Fee + Fire + Traffic	\$ 7,880.55	\$ 7,154.70	\$ 3,310.07	\$ 3,149.38	\$ 2,061.69

Impact Fee Schedule July 1, 2012 - June 30, 2013 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$ 5,287.95	\$ 5,064.10	\$ 824.52	\$ 593.92	\$ 371.20
Main Fee + Fire	\$ 6,929.12	\$ 6,635.53	\$ 1,785.15	\$ 1,325.08	\$ 805.40
Main Fee + Traffic	\$ 6,467.92	\$ 5,790.76	\$ 2,445.44	\$ 2,509.55	\$ 1,687.28
Main Fee + Fire + Traffic	\$ 8,109.09	\$ 7,362.18	\$ 3,406.07	\$ 3,240.71	\$ 2,121.48

Impact Fee Schedule July 1, 2013 - June 30, 2014 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$ 5,388.42	\$ 5,160.32	\$ 840.19	\$ 605.20	\$ 378.25
Main Fee + Fire	\$ 7,060.77	\$ 6,761.61	\$ 1,819.07	\$ 1,350.26	\$ 820.70
Main Fee + Traffic	\$ 6,590.81	\$ 5,900.78	\$ 2,491.90	\$ 2,557.23	\$ 1,719.34
Main Fee + Fire + Traffic	\$ 8,263.16	\$ 7,502.06	\$ 3,470.79	\$ 3,302.28	\$ 2,161.79

Impact Fee Schedule July 1, 2014 - June 30, 2015 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$ 5,506.97	\$ 5,273.85	\$ 858.67	\$ 618.51	\$ 386.57
Main Fee + Fire	\$ 7,216.11	\$ 6,910.37	\$ 1,859.09	\$ 1,379.97	\$ 838.76
Main Fee + Traffic	\$ 6,735.81	\$ 6,030.60	\$ 2,546.72	\$ 2,613.49	\$ 1,757.17
Main Fee + Fire + Traffic	\$ 8,444.95	\$ 7,667.11	\$ 3,547.15	\$ 3,374.93	\$ 2,209.35

Impact Fee Schedule July 1, 2015 - June 30, 2016 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$5,655.66	\$5,416.24	\$881.85	\$635.21	\$397.01
Main Fee + Fire	\$7,410.94	\$7,096.94	\$1,909.29	\$1,417.22	\$861.40
Main Fee + Traffic	\$6,917.68	\$6,193.42	\$2,615.48	\$2,684.04	\$1,804.61
Main Fee + Fire + Traffic	\$8,672.96	\$7,874.12	\$3,642.92	\$3,466.05	\$2,269.00

Impact Fee Schedule July 1, 2016 - June 30, 2017 Multi-					
Fee Category	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$5,740.49	\$5,497.48	\$895.09	\$644.72	\$402.97
Main Fee + Fire	\$7,522.09	\$7,203.39	\$1,937.96	\$1,438.47	\$874.33
Main Fee + Traffic	\$7,021.43	\$6,286.32	\$2,654.72	\$2,724.28	\$1,831.68
Main Fee + Fire + Traffic	\$8,803.03	\$7,992.23	\$3,697.59	\$3,518.03	\$2,303.04

Impact Fee Schedule					
July 1, 2017 - June 30, 2018					
Fee Category	Multi-				
	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$5,906.97	\$5,656.91	\$921.04	\$663.42	\$414.66
Main Fee + Fire	\$7,740.24	\$7,412.29	\$1,994.15	\$1,480.19	\$899.69
Main Fee + Traffic	\$7,225.06	\$6,468.63	\$2,731.70	\$2,803.29	\$1,884.80
Main Fee + Fire + Traffic	\$9,058.33	\$8,224.01	\$3,804.81	\$3,620.06	\$2,369.83

In the table below you will find the current cost of impact fees associated with development for the Fiscal Year ending June 30, 2019. This fee is calculated using the June 30, 2018, fees listed on the Impact Fee Table above with an increase of 3.3% based on the BCI ENR index.

Impact Fee Schedule					
July 1, 2018 - June 30, 2019					
Fee Category	Multi-				
	Single-Family	Family per unit	Commercial p/1000 S.F.	Office p/1000 S.F.	Industrial p/1000 S.F.
Main Fee	\$6,101.90	\$5,843.59	\$951.43	\$685.31	\$428.34
Main Fee + Fire	\$7,995.67	\$7,656.90	\$2,059.95	\$1,529.03	\$929.38
Main Fee + Traffic	\$7,463.49	\$6,682.10	\$2,821.84	\$2,895.80	\$1,946.99
Main Fee + Fire + Traffic	\$9,357.26	\$8,495.41	\$3,930.36	\$3,739.52	\$2,448.03

- Main fee is anywhere in the unincorporated area of the County.
- Fire Fee is added when the project is in County Fire Area, not in a local district.
- Traffic fee is added when the project is located in the County SCR Area.

FACILITY IMPACT REVENUE RECEIVED

The table below shows the \$1,059,487.58 in funds that were collected during the July 1, 2017 through June 30, 2018 Fiscal Year.

IMPACT FEES				
July 1, 2017 - June 30, 2018				
Fee Category	Fees Collected	Interest	Fees Collected and Interest Earned	
693036 Administration	\$ 20,487.57	\$ 702.21	\$	21,189.78
693056 Traffic	\$ 334,622.95	\$ 12,951.14	\$	347,574.09
693057 Fire Protection	\$ 158,028.27	\$ 5,393.97	\$	163,422.24
693058 Animal Control	\$ 19,096.69	\$ 560.58	\$	19,657.27
693059 General Government	\$ 134,625.17	\$ 4,293.51	\$	138,918.68
693066 Public Protection	\$ 189,544.26	\$ 6,048.04	\$	195,592.30
693067 Public Health	\$ 65,308.51	\$ 1,917.18	\$	67,225.69
693068 Library	\$ 11,593.55	\$ 340.38	\$	11,933.93
693069 Sheriff Patrol & Investigation	\$ 91,069.92	\$ 2,903.68	\$	93,973.60
	\$ 1,024,376.89	\$ 35,110.69	\$	1,059,487.58

PUBLIC IMPROVEMENTS

Shasta County has had only one Public Improvement in which fees have been expended.

Juvenile Rehabilitation Facility: Total final capital project costs for the Juvenile Rehabilitation Facility was \$18,988,523; of that amount the construction total was \$15,442,084. The Juvenile Rehabilitation was paid for out of Public Protection Impact Fees in the amount of \$170,000 in FY 2011/12 (2/7/12 BOS approval) and \$40,000 in FY 2012/13 (5/14/13 BOS approval).

IMPACT FEE EXPENDITURES

The table below shows the Impact Fee Expenditures to date since establishment of the fees of \$265,494.26, of which, \$55,494.26 are expenses due to costs of doing business. The Administration Fee and Bank Charges Categories are for the establishment of the fund, oversight of the fund, reporting requirements and applicable bank charges. The Misc. XP prior period revenue adjustment (034309) in the amount of \$8,580.14 is not an expense to the fund, but rather an adjustment to prior period revenue based on refunds that were paid out against revenue collected in advance in prior fiscal years. Until July 1, 2012, the residential customers have paid the Impact Fees in advance during the issuance of the building permit. After July 1, 2012, residential customers pay their impact fees upon final of permit.

It was determined that residential Impact Fees should not be collected at issuance of the permit because the fees are not applicable until the permit is final and certificate of occupancy is received.

Impact Fee Expenditures July 1, 2009 - June 30, 2018					
Expenditure Category	Fiscal Year			Account to	
	2008/9 - 2015/16	Fiscal Year 2016/17	Fiscal Year 2017/18	Date	Expenditures
	Expenditures	Expenditures	Expenditures	06/30/18	
034309 Misc. XP Prior Period R	\$ 8,580.14	\$ -	\$ -	\$	8,580.14
034800 Administration	\$ 28,784.01	\$ 6,598.67	\$ 7,075.62	\$	42,458.30
034807 Bank Charges	\$ 4,200.59	\$ -	\$ -	\$	4,200.59
034900 Publications & Legal Nc	\$ 69.93	\$ -	\$ 185.30	\$	255.23
095169 Tran Out 169 Constructi	\$ 210,000.00	\$ -	\$ -	\$	210,000.00
	\$ 251,634.67	\$ 6,598.67	\$ 7,260.92	\$	265,494.26

FUND BALANCE

The table below shows the ending fund balance in each Fee Revenue Account. These balances are held in Fund Balance Classification accounts within the Impact Fee Fund.

Ending Fund Balance Fund #0057 As of June 30, 2018					
Fee Revenue Account	Beginning	Revenues FY	Expenditures	Fund Balance at	
	Balance 7/1/17	2017/18	FY 2017/18	Year End	
FB2010 Administration	\$ 16,225.17	\$ 21,189.78	\$ (7,260.92)	\$ 30,154.03	
FB2008 Traffic	\$ 438,247.89	\$ 347,574.09		\$ 785,821.98	
FB2002 Fire Protection	\$ 526,367.26	\$ 163,422.24		\$ 689,789.50	
FB2001 Animal Control	\$ 76,093.70	\$ 19,657.27		\$ 95,750.97	
FB2003 General Government	\$ 451,291.57	\$ 138,918.68		\$ 590,210.25	
FB2004 Library	\$ 46,094.11	\$ 11,933.93		\$ 58,028.04	
FB2005 Public Health	\$ 260,137.36	\$ 67,225.69		\$ 327,363.05	
FB2006 Public Protection	\$ 425,722.56	\$ 195,592.30		\$ 621,314.86	
FB2007 Sheriff Patrol & Investigation	\$ 305,438.08	\$ 93,973.60		\$ 399,411.68	
	\$ 2,545,617.70	\$ 1,059,487.58	\$ (7,260.92)	\$ 3,597,844.36	

Shasta County 2018 Five-Year Public Facilities Impact Fee Report

Government Code section 66001(d) provides that:

For the fifth fiscal year following the first deposit in to the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account of fund or remaining unexpended, whether committed or uncommitted.

The following findings are hereby made for those fees that have been in effect for the past 5 years:

A. Identify the purpose to which the fee is to be put.

Public Protection – This fee is to generate revenue for public protection facilities needed to serve new development. Use of Public Protection Fees: On February 2, 2012, the Shasta County Board of Supervisors approved the use of \$170,000 of Public Protection Impact Fees for public improvements to construct the new Juvenile Hall. The construction commenced on Tuesday, April 24, 2012. On May 14, 2013, the Shasta County Board of Supervisors approved a second intra-fund transfer of \$40,000 to complete the recreation yard cover at the new Juvenile Rehabilitation Facility. A total of \$210,000 Impact fee Contribution. The total construction cost was approximately \$15,600,000.

Public Health – This fee is to generate revenue to support the public health facilities needed to serve new development.

Library – This fee is to generate revenue to support the library books and technology facilities needed to serve new development.

Sheriff Patrol and Investigation – This fee is to generate revenue to support the sheriff patrol and investigation facilities needed to serve new development.

General Government – This fee is to generate revenue to support the general government facilities needed to serve new development.

Animal Control – This fee is to generate revenue to support the animal control facilities needed to serve new development.

Fire Protection – This fee is to generate revenue to support fire protection facilities needed to serve new development in the County Fire Department service area.

Traffic – This fee is to generate revenue to support improvements to the regional transportation system needed to serve new development.

B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

Public Protection – Public Protection facilities serve both residents and businesses within both the incorporated and unincorporated portions of the County. Therefore, fees related to public protection are based on the County's service population including residents and workers and are appropriately weighted based on the calculated service demand associated with non-residential versus residential building or use.

Public Health – Residents are primary users of Public Health services. Non-residential development does not tend to increase demand for public health services; therefore, the fee for public health facilities is based on residential population and excludes workers.

Library – Residents are the primary users of libraries; therefore, the fees are based on the existing and projected residential population and exclude workers.

Sheriff Patrol and Investigation – Residents and businesses in the unincorporated portions of Shasta County benefit from law enforcement services provided by the Sheriff's Office; therefore, the fee is based on the County's collective unincorporated residential and worker populations.

General Government – General government facilities serve both residents and businesses in both the incorporated and unincorporated portions of the County; therefore, this fee is based on services to both residents and workers within both the incorporated and unincorporated areas of the County.

Animal Control – Residents are the primary users of animal control facilities; therefore, this fee is based on existing and projected residential population for the unincorporated area of the County.

Fire Protection – Residents are the primary users of animal control facilities; therefore, this fee is based on existing and projected residential population for the unincorporated area of the County.

Traffic – Residents and businesses are both served by the regional transportation system; therefore, the fee is based on new trip demand for residential and business. These fees apply only to the South County Region (described in IFS section 12, exhibit 2). System improvements are determined by the Department of Public Works with established cost estimates.

C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified.

Public Protection – The County fees are estimated to cover 16 percent of the costs of identified public protection facilities. The County will continue to seek state and federal grant funds as available. Additional fee revenues may become available contingent upon the City of Redding adopting a fee schedule as originally proposed, which would provide an additional 30 percent of the costs.

Public Health – County fees are estimated to provide approximately 37 percent of funding for identified improvements. As public health facilities serve all development county-wide, additional proportional funding for facilities should be sought from the three cities within the County.

Library – County fees are estimated to provide for approximately 37 percent of funding for identified improvements. As library facilities serve all development county-wide, additional proportional funding for facilities should be sought from the three cities within the County.

Sheriff Patrol and Investigation – This fee is anticipated to be sufficient to maintain the standard of sheriff patrol and investigation.

General Government – County fees are estimated to provide approximately 52 percent of funding for general government. Additional fee revenues may become available contingent upon the City of Redding adopting a fee schedule as originally proposed, which would provide an additional 48 percent of the costs.

Animal Control – County fees are estimated to provide approximately 27 percent of funding for improvements. Non-fee revenues will continue to be sought from grants and contributions from animal welfare organizations.

Fire Protection – This fee is estimated to be sufficient to maintain the existing standard for fire protection.

Traffic – Improvements to the regional transportation system include on interchange in the unincorporated county. The County fee is estimated to be sufficient to provide the County's share of funding for that interchange. Other funding sources include State Transportation Improvement Program funds.

D. Designate the approximate dates on which the funding referred to is expected to be deposited into the appropriate account or fund.

Public Protection – N/A. The County deposits fees into the established fund as they are received.

Public Health – N/A. The County deposits fees into the established fund as they are received.

Library – N/A. The County deposits fees into the established fund as they are received.

Sheriff Patrol and Investigation – N/A. The County deposits fees into the established fund as they are received.

General Government – N/A. The County deposits fees into the established fund as they are received.

Animal Control – N/A. The County deposits fees into the established fund as they are received.

Fire Protection – N/A. The County deposits fees into the established fund as they are received.

Traffic – N/A. The County deposits fees into the established fund as they are received.

REPORT TO SHASTA COUNTY HOUSING AUTHORITY

BOARD MEETING DATE: December 11, 2018

CATEGORY: Shasta County Housing Authority Item - Consent-1.

SUBJECT:

Housing Authority Administrative Plan Amendment.

DEPARTMENT: Housing Authority

Supervisory District No. : ALL

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs (530) 225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director

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

RECOMMENDATION

Adopt a resolution which approves a revised Housing Choice Voucher Program Administrative Plan to amend policies and procedures in accordance with U.S. Department of Housing and Urban Development regulations.

SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires that each housing authority adopt a written administrative plan, which establishes local policies for the administration of the program. Periodic amendments are necessary to modify policies and procedures included in the Administrative Plan.

DISCUSSION

The Housing Choice Voucher program provides monthly rental assistance payments directly to landlords on behalf of 1,026 low-income tenants. Each tenant is responsible for payment of the difference between the actual rent charged by the landlord and the amount subsidized by the program. Participants find their own housing unit where the owner agrees to rent under the program. The Housing Authority's service area includes Modoc County; Siskiyou County; Trinity County; and all of Shasta County, excluding the City of Redding.

Local policies regarding management of the Housing Choice Voucher program are included in the Administrative Plan. The recommended amendments would modify the following sections: (1) obligations of the family; (2) waiting list preferences; (3) administering Project Based Vouchers; (4) administering Manufactured Home Vouchers; and (5) administering Homeownership Vouchers. Each of these changes complies with HUD guidance.

The Housing Choice Voucher Program Administrative Plan was last amended and approved by the Board of Supervisors on June 27, 2017. A red line version of the changes are attached to this report. The recommended changes will be effective upon approval.

ALTERNATIVES

The Board could choose not to approve the revisions to the Administrative Plan as submitted, or the Board could direct specific changes. The Board could schedule a more detailed discussion at a future date.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The funding agency for the Housing Choice Voucher rental assistance program is the U.S. Department of Housing and Urban Development. There is no additional General Fund impact with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Shasta County Housing Authority Administrative Plan	11/19/2018	Shasta County Housing Authority Administrative Plan
Resolution	11/19/2018	Resolution

Housing Choice Voucher Program

Administrative Plan

March 26, 2013

Revised August 6, 2013

Revised December 3, 2013

Revised March 24, 2015

Revised November 3, 2015

Revised July 26, 2016

Revised June 27, 2017

Revised December 11, 2018

Shasta County Housing Authority
1450 Court Street, Suite 108
Redding CA 96001

SHASTA COUNTY HOUSING AUTHORITY ADMINISTRATIVE PLAN

Page

5.....	Section I	Statement of Overall Approach and Objectives in Administering Section 8 Housing Choice Voucher Program A. Establishment of Housing Authority B. Purpose of the Administrative Plan
6.....	Section II	Receipt of Applications and Establishment of a Wait list A. Public Notice to Very Low Income Families B. Receipt of Applications C. Establishment of a Wait List D. Special Admissions and Wait List Admissions E. Preference Verifications F. Denial of Preference G. Removal from the Wait List
10.....	Section III	Selection and Admission of Families A. Selection of Families from the Wait List B. Family Unification Program C. Denial of Assistance D. Informal Review
12.....	Section IV	Issuance of Vouchers for Eligibility A. Term of Voucher B. Suspension of Outstanding Vouchers C. Responsibility of Voucher Holder to Find Unit D. Incoming Portability Families E. Outgoing Portability Families F. Subsidy Standards G. Request for a Reasonable Accommodation
16.....	Section V	Leasing a Unit A. Assistance to the Family in the case of Alleged Discrimination B. Leasing Process C. Rent Reasonableness D. Housing Quality Standards Inspections 1. Inspection of Contracted Units 2. Notice of Inspection Determinations
18.....	Section VI	Policies for Participation A. Unit Occupancy 1. Change in Family Size 2. Moving 3. Change of Ownership Due to Lender Foreclosure of Unit 4. Change in Ownership 5. Voucher Disbursement at Family Separation 6. Absence from the Unit

- 7. Remaining Member of a Family
 - B. Income
 - 1. Verification of Income
 - 2. Reporting of a Change in Family Income
 - C. Amount Owed to Housing Authority by the Family
 - 1. Unreported Changes in Income and/or Household Composition
 - 2. Fraudulent Representation of Family Income and/or Household Composition
 - 3. Tenant Repayment Policy
 - 4. Repayment Agreement Stipulations
 - D. Family Members
 - 1. Live-In Aides
 - 2. Foster Persons
 - 3. Co-Head
 - 4. Verification of Social Security Number
 - E. Family Self-Sufficiency Program
 - F. Termination of Assistance
 - G. Informal Hearing
- 26.....Section VII Determination of Subsidy and Recertification of Income and Eligibility
- A. Determination of Family Contribution and Housing Assistance Payment
 - B. Minimum Rent
 - C. Payment Standard
 - D. Certifications / Recertification
 - 1. Interim Recertification
 - 2. Annual Recertification
 - 3. Notification Procedures
- 29.....Section VIII Maintaining Contractual Relationship with Owners
- A. Screening of Family
 - B. Information to Landlords
 - C. Encouraging Landlord Participation
 - D. Amount Owed to the Housing Authority by the Owner
 - E. Denial of Owner Participation
 - F. Expanding Housing Opportunities
- 31.....Section IX Administrative Fee Reserve
- A. Required Use
 - B. Other Permitted Use
 - C. Threshold Expenditures
- 39.....Section X Manufactured Homes
- A. Introduction
 - B. Special Policies for Manufactured Home Owners Who Lease A Space
- 40.....Section XI Homeownership
- A. Introduction
 - B. Eligible Units
 - C. Reporting

- D. Homeownership Counseling
- E. Home Inspections
- F. Contract of Sale
- G. Disapproval of a Seller
- H. Financing Requirement
- I. Underwriting Guidelines
- J. Down Payment
- K. Family Obligations
- L. Maximum Term of Homeownership
- M. Compliance With the Mortgage
- N. Prohibition Against Conveyance or Transfer of the Home

47.....Section XII HCV Project Based Voucher Program

- A. Introduction
- B. Selection of PBV Owners Proposals
- C. Prohibition of Assistance for Certain Owners
- D. Number of PBV Units Per Building
- E. Project Selection Criteria
- F. Environmental Review
- G. Agreement to Enter into the HAP Contract
- H. Selection of Participants
- I. Information for Accepted Families
- J. Leasing of Contract Units
- K. Vacancies
- L. Tenant Screening
- M. Housing Assistance Payments Contract
- N. Inspections
- O. Lease
- P. PHA Terminations
- Q. Current Participant Right to Move with Tenant-Based Assistance
- R. Family Occupancy of Wrong-Size or Accessible Unit
- S. Determining Rent to Owner
- A.T. Payment to Owner

6032.....Section XIII Definitions

63345.....Section XIV Attachments

- A. Family Unification Program Action Plan
- B. Family Obligations
- C. Family Self-Sufficiency Action Plan
- D. Criminal Activity Policy
- E. Informal Hearing Procedure
- F. Violence Against Women Act
- G. Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking
- H. Veterans Affairs Supportive Housing
- I. Code of Conduct
- J. Furthering Fair Housing

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SECTION I.

STATEMENT OF OVERALL APPROACH AND OBJECTIVES IN ADMINISTERING
SECTION 8 HOUSING CHOICE VOUCHER (HCV) PROGRAMA. Establishment of Housing Authority

On May 3, 1971, the Board of Supervisors of the County of Shasta enacted a resolution, which formed the Shasta County Housing Authority (hereinafter referred to as the Housing Authority.) Recognizing the need to assist low-income families to enjoy decent, safe and sanitary housing, the Board named itself Commissioners of the Housing Authority. Subsequent meetings of this body established policies and procedures for operating a Public Housing Authority in accordance with the regulations set forth by the U.S. Department of Housing and Urban Development (hereafter referred to as HUD.)

In October 1975, the Housing Authority was notified that an application for Section 8 Existing Housing had been approved and a County Department was formed to administer the program. Since that time the Housing Authority has assisted many low and moderate-income families, disabled persons and elderly citizens. In addition, excellent working relationships have been established with landlords, realtors and other community service oriented organizations. Housing Authority goals are to assist eligible families to obtain and maintain decent and affordable housing, to enhance their standard of living, to help them become self-sufficient, and assist the local economy.

B. Purpose of the Administrative Plan

HUD requires that each Housing Authority have a document known as the Administrative Plan, which describes stances on various policy issues as well as descriptions of specific programs. The Administrative Plan is the guiding document for implementing the Section 8 Housing Choice Voucher (HCV) program. HUD regulations and directives will control in the event that any statement or policy within this Administrative Plan contradicts HUD rules and regulations.

The Housing Authority Board of Commissioners will review and approve any significant deviation or amendment to this Administrative Plan. If a change is not a significant deviation or amendment to the Administrative Plan, the Director of the Housing Authority will review and approve the change.

Definition of Substantial Deviation from the Administrative Plan:

Any change, which fundamentally and significantly alters the mission, goals or objectives of the agency as, stated in the Administrative Plan.

Definition of Significant Amendment or Modification to the Administrative Plan:

Any change which fundamentally and significantly alters the approach to managing programs and providing services that benefit the recipients of the HCV program. This includes the implementation of any new program not identified in the Housing Authority Plan or the elimination of any program currently being administered.

Note: An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements or Housing Authority program/budgetary limits; such changes will not be considered a substantial deviation or significant amendment. In addition, any discretionary policies, procedures or administrative decisions, which do not negatively affect the majority of the recipients of the program, will not be considered significant amendments or modifications to the Administrative Plan.

C. Programs

The Shasta County Housing Authority administrative plan is applicable to the operation of the Housing Choice Voucher program. Policies in the administrative plan are applicable to families who participate in the Housing Choice Voucher (HCV) Program, Veterans Assisted Supportive Housing (VASH) Program, Family Unification Program (FUP), Family Self-Sufficiency (FSS) Program, Mainstream Voucher Program, Manufactured Homes Program, Homeownership Program and the Project-Based Voucher (PBV) Program.

~~C.D.~~ Jurisdiction

The Shasta County Housing Authority jurisdiction for administering the Housing Choice Voucher program includes: the unincorporated areas within Shasta County, the cities of Anderson and Shasta Lake in Shasta County and the counties of Modoc, Siskiyou, and Trinity.

SECTION II.

RECEIPT OF APPLICATIONS AND ESTABLISHMENT OF A WAIT LIST

A. Public Notice to Very Low Income Families

The Housing Authority shall make known to the public, through publication in a newspaper of general circulation, as well as through minority media and other suitable means, the availability and nature of housing assistance for very low income families, including assistance with respect to units already occupied by the family if the units qualify as existing housing. The notice will indicate when the wait list will open/close, where to apply, how to apply as well as give other pertinent information needed to ensure all persons interested in applying may do so.

A family initially determined to be eligible will be placed on the wait list or in an applicant lottery pool, as indicated in the notice. (Because of limited HCV assistance, not all families in an applicant lottery pool may be selected for placement on the waiting list. The Housing Authority will indicate how many applicants from the applicant lottery pool will be placed on the waitlist list in its notice.)

B. Receipt of Applications

When the Housing Authority opens the wait list, applications will be accepted from families for whom the list is open unless there is good cause for not accepting the application. Where the family is determined to be ineligible, the Housing Authority will notify the family in writing. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so. Applications must be submitted as indicated in the public notice. Only one application per applicant/social security number will be accepted; duplicate applications will not be accepted. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

The Housing Authority will require families to provide the information on the wait list application that is needed to make an initial assessment of the family's eligibility for assistance and its self-certified preference category designation. Depending on its self-certified preference category designation, a family initially determined to be eligible will be placed on the wait list or in an applicant lottery pool, as specified in the notice. The family will not be required to provide all of the information necessary to establish family eligibility and level of assistance until the family is selected from the waiting list.

Regardless of whether or not the wait list is open, families in the following three categories shall be eligible for placement on the wait list at all times:

1. Families who have been involuntarily displaced (within no more than six months from the date of preference verification) by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster occurring within Shasta County Housing Authority jurisdiction, as declared by the Governor of the State of California or due to extensive damage as a result of a federally-declared disaster (as listed with the Federal Emergency Management Agency (FEMA)), pursuant to Federal disaster relief laws.
2. Families determined to be eligible for the Family Unification Program (FUP) (Attachment A.)

3. Families referred by the Shasta County Community Action Agency HOME Tenant Based Rental Assistance (TBRA) program, up to the limitation of referrals as indicated in this document.

C. Establishment of a Wait List

Only complete applications submitted by persons age 18 and older or emancipated minors, at the time the application is submitted, will be accepted. Applications will not be accepted unless completed sufficiently so that correct placement on the wait list can be determined. Applications submitted without sufficient information for placement on the wait list, applications submitted by minors and applications that do not contain the social security number of the applicant will be sent a letter of denial. The denial letter will include direction for submitting a request for an informal review. In cases where two wait lists overlap, applications on the pre-existing wait list will be processed before applications from the new wait list.

Placement in the applicant lottery pool, if any, or on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list.

D. Special Admissions and Wait List Admissions

Special Admissions: A Special Admission is an admission of an applicant not on the Housing Authority wait list or admission without considering the family's position on the wait list when HUD awards funding that is targeted for certain families.

FUP: Family Unification Program. (See Attachment A.) Since the Family Unification Program is a special admission for assistance, placement onto the wait list will only occur if an FUP slot is not immediately available for the family. In this case, the family will be placed on the wait list until a slot becomes available. (See Attachment A.) (Applicable to Shasta County residents only.)

VASH: Veterans Affairs Supportive Housing. (See Attachment H.) Since the VASH program is allocated for a specific number of slots, those slots will be filled until the number has been exhausted. No wait list will be maintained for the VASH program.

Wait List Admissions: Priority in the selection of families from the wait list for the issuance of Vouchers will be determined based on the family's preference designation, as follows:

2. Due to funding constraints, it may become necessary to terminate participant families from the Shasta County HCV program. (See Section VI, F.) In this event, the families terminated from the program by Shasta County Housing Authority will have their name added to the HCV wait list, with priority, according to their original wait list application date. (50 points)
3. Families referred by Shasta County Community Action Agency who are currently assisted by the HOME TBRA Program who will exhaust HOME TBRA program assistance and who reside or work within the Housing Authority jurisdiction and are either 1) families with dependents, or 2) families whose head, co-head or spouse is elderly, or 3) families whose head, co-head or spouse is disabled. The Housing Authority

limits the number of families that are admitted using this preference to 40 families per calendar year. (50 points)

4. Families who have been involuntarily displaced (within no more than six months from the date of preference verification) by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster occurring within Shasta County Housing Authority jurisdiction, as declared by the Governor of the State of California or due to extensive damage as a result of a federally-declared disaster (as listed with the Federal Emergency Management Agency (FEMA)), pursuant to Federal disaster relief laws. (50 points)

4.5. Families who are disabled non-elderly, between the ages of 18-62, and who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless. (45 points)

5.6. Families with dependents and families whose head, co-head or spouse is elderly and/or disabled who reside or work within the Housing Authority jurisdiction. (40 points)

6.7. Families with dependents and families whose head, co-head or spouse is elderly and/or disabled who do not reside or work within the Housing Authority jurisdiction (30 points)

7.8. Other applicants not described above, who reside or work within the Housing Authority jurisdiction. (20 points)

8.9. Other applicants not described above who do not reside or work within the Housing Authority jurisdiction. (10 points)

E. Preference Verifications

1. Preference designation as listed above for each application will be assigned at the time the application is received. Changes to the preference designation of an application while on the wait list can be made in the event that the applicant submits written information regarding changes to the application.
2. Verification of all preferences will be required at the time that eligibility for assistance is determined (when the applicant name comes to the top of the wait list). If the applicant no longer qualifies for the assigned preference previously indicated on the application or application update form, but is apparently eligible for the program otherwise, the application may be returned to the wait list without the benefit of the preference.
3. For the purpose of determining a preference for families who reside in the Housing Authority's jurisdiction, residency is based on where the family lives or stays the majority of the time immediately prior to being issued a letter initiating eligibility determination with the exception noted in item 5, below. Evidence of residency will be determined by the Housing Authority based on verifications such as rent receipts, utility statements, wage information, school records and assistance benefit issuances by other agencies.
4. If an applicant indicates they are homeless, the applicant family must provide verification of their homelessness status. Verification of homelessness can be obtained from a public or private agency providing shelter to the family, a public or private agency or business

who can verify the family's living situation or from local police or a social service agency.

5. Families who indicate they have been displaced by government action or whose dwelling has been extensively damaged or destroyed (within no more than six months from the date of preference verification) as a result of a disaster must provide proof of residency in the affected jurisdiction during the time of the disaster, as well as written verification by the displacing unit or government agency, FEMA or a service agency such as the Red Cross.

Note: The use of a preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

F. Denial of Preference

When the Housing Authority determines that a family does not qualify for a requested preference, the family has the right to meet with a Housing Authority representative to review the decision. The family may request the meeting verbally or in writing. Any person designated by the Housing Authority may conduct this meeting. The family has no further right for appeal beyond this process.

G. Removal from Wait List / Denial of Wait List Application

Following are reasons families may be removed from the wait list or have their wait list application denied. In the event that a family's application is removed from the wait list, the family must reapply in order to be placed on the wait list again. (See Section III, C. for information on the denial of assistance at time of application.)

1. The Housing Authority has sent an inquiry letter to the family in an effort to update the wait list and has notified the family of their responsibility to respond to the letter by a particular date and the family has failed to do so. (The Housing Authority will periodically update/purge its wait list to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e. applicant's address, family composition, income, preferences.)
2. If the Housing Authority sends notification of the Housing Authority's intention to determine the family's eligibility for the program and has notified the family of their responsibility to respond by a particular date and the family has failed to do so.
3. If the family is notified of their denial of eligibility and the right to an informal review but does not request an informal review by the date indicated on the notification, or if after an informal review, the family is determined to be ineligible. (See III. D.)
4. Failure of the family to supply required information or otherwise comply with the eligibility process or accept assistance under the program at the time eligibility is offered.
5. If a family requests, in writing, to have their name taken off the wait list.
6. If a family submits a wait list application but it is determined that they are not income-eligible for assistance.

7. If any letter is returned by the post office with or without a forwarding address, the applicant will be removed from the wait list.

Note: It is the responsibility of the Housing Authority to move forward with determination of eligibility at the time that an applicant reaches the top of the wait list and a voucher is available. Applicants are responsible for updating contact information by reporting in writing any changes in the family's mailing address.

However, in the event that a family does not respond as required, or if the letter is returned by the post office as undeliverable, the applicant may request that the original application be returned to the wait list, as opposed to submitting a new application. Reinstating an application may only occur if the applicant requests reinstatement in writing within 60 days from the date of the letter and it is a reasonable accommodation for a person with a disability or if the Housing Authority determines that there were circumstances beyond the applicant's control which prevented the applicant from promptly replying.

The decision to reinstate the original application or require the applicant to submit a new application is at the sole discretion of the Housing Authority. Reinstatement of an original application for this reason will only be granted one time. Thereafter, a new application for assistance must be completed. The Housing Authority cannot guarantee the availability of a voucher in the future.

SECTION III.

SELECTION AND ADMISSION OF FAMILIES

A. Selection of Families from the Wait list

1. When funds are available, eligibility letters will be sent to families by order of placement on the wait list. Eligibility letters will inform the family that they must contact the Housing Authority within a specific timeframe in order to start the eligibility process.
2. Eligibility for initial assistance will be based on the household members listed on the initial questionnaire form submitted to the Housing Authority during the eligibility process. Additional household members may not be added to the certification/recertification form while the eligibility process for a Voucher is in process, unless the person to be added is the result of a birth, adoption, foster care placement, marriage or as a reasonable accommodation for a disabled household member.. At the discretion of the Housing Authority, it may be allowed for a biological parent of a child in the family to be added during the eligibility process.
3. To be income eligible, the applicant must be a family in any of the following categories:
 - a. An 'extremely low income' family
 - b. A 'very low income' family
 - c. A 'low income' family that is 'continuously assisted' under the 1937 Housing Act;
 - d. A 'low-income' family that meets additional eligibility criteria specified by the Housing Authority.
4. If a family is determined to be eligible for the program, they will be scheduled for a briefing, at which time a Voucher will be issued. The Housing Authority must provide a Voucher within 60 days of the date the Housing Authority receives information needed to verify the eligibility of a family.
5. If a family is determined to be ineligible, they will be sent a letter stating such and will be informed of their right to an informal review of the denial.
6. If a family is determined eligible for a residency preference (See Section II, D., 2 and 4) based solely on the fact that they 'work' within the Housing Authority jurisdiction and the family is granted a Voucher for participation, the family must enter into an assisted lease within the Housing Authority jurisdiction for at least one year before they are eligible to move to another Housing Authority. If a family is determined eligible for a federally declared disaster preference, but does not reside or work in the Housing Authority's jurisdiction at time of eligibility determination, the family must enter into an assisted lease within the Housing Authority jurisdiction for at least one year before they are eligible to move to another Housing Authority. If a family is determined eligible, receives a voucher and does not live or work in the Housing Authority jurisdiction the family must enter into an assistance lease within the Housing Authority jurisdiction for at least one year before the family is eligible to move to another Housing Authority.

B. Family Unification Program

The Housing Authority will operate a Family Unification Program (FUP) in coordination with the ~~Shasta County~~ Department of Social Services. The Family Unification Program provides Vouchers to families who have been or may be separated due to lack of adequate housing. Family Unification Program families must be referred by the ~~Shasta County~~ Department of Social Services.

The Family Unification Program baseline effective June 14, 2012 is six (6) units. The Vouchers will, to the extent practicable, be reissued to FUP-eligible families upon turnover. Once the baseline is reached, Housing Authority obligation will be met. However, additional Vouchers may be issued to eligible families, at the discretion of the Housing Authority, based on available funding. The Family Unification Program Action Plan is included as Attachment A.

C. Denial of Assistance

HUD regulations specify grounds for the mandatory denial of assistance, such as prohibiting admission to the Housing Authority's HCV program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program and prohibiting admission to the Housing Authority's HCV program if any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

(Note: The Housing Authority has access to a national database covering sex offender registries in all states and will use this method in verifying sex offender registrants. If the information is not available in the national database but the Housing Authority has reason to believe a person to be a registrant, contact with law enforcement authorities will be made.)

Additional grounds for denial of assistance include the following:

1. No applicant will be admitted to the HCV program if they owe monies to any Housing Authority unless repayment is made in full. Repayment must be made in full within 30 days of notice to the applicant or the application will be denied.
2. No applicant will be admitted if it is determined by the Housing Authority that the applicant is reporting fraudulent information or providing fraudulent verifications to the Housing Authority during the eligibility process. The act of reporting information or providing verifications to the Housing Authority which contradicts information or verifications provided to other agencies or institutions is considered fraudulent in nature and is reason for denial.
3. The applicant will be provided three opportunities to attend an initial program briefing. If the applicant does not attend any of the three scheduled briefings, they will be denied assistance and will have to reapply to the wait list.
4. If a family had been terminated from the HCV program in the past for a violation of a provision of the 'Family Obligations' form (see Attachment B.), any subsequent applications for assistance by any adult family member who had signed the Family Obligations form will be denied for a period of three years from the date of the termination of participation.
5. Any violation of the Criminal Activity Policy (See Attachment D.) However, the Housing Authority may reconsider eligibility if the family agrees to remove the culpable

member who participated in or were culpable for an action which resulted in the denial of assistance from the application. As a condition of receiving assistance, the head of household must certify that the family member will not be permitted to live, visit or stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon request. If a violation of the Criminal Activity Policy is found, the family will have the opportunity to dispute the accuracy and relevance of the criminal record before assistance in the Section 8 Rental Assistance program is denied.

D. Informal Review

A family that applies to the program and is denied assistance has a right to an informal review of that decision. The family must request the informal review, in writing, and the Housing Authority must receive it within ten calendar days of the date of the denial letter. The review may be conducted by any person designated by the Housing Authority, with the exception of the person who made the decision or a subordinate of that person.

The family may present written or oral objections to the decision. Following the informal review, the Housing Authority will notify the family in writing of the Housing Authority decision and the reason for that decision.

A review will not be offered if the family's objection is that they cannot apply because the wait list is closed.

SECTION IV.

ISSUANCE OF VOUCHERS FOR ELIGIBILITY

A. Term of Voucher

Each Voucher issued will be valid for a period of sixty days. A Request for Tenancy Approval form must be submitted, fully completed and signed, no later than the expiration date of the Voucher. If the expiration date falls on a weekend or holiday, the Request for Tenancy Approval form will be accepted no later than 4 p.m. on the following working day. Incomplete or unsigned Request for Lease Approval forms will not be accepted. If the appropriate lease documents are not submitted by the family by the expiration date of the Voucher, the Voucher will expire. If the family who's Voucher has expired still wishes to participate in the HCV program, the family would have to reapply to the wait list when applications are being accepted.

Under special circumstances, the Housing Authority may authorize one additional 30-day extension. Requests for an extension must be made in writing and be submitted to the Housing Authority office, before the Voucher expires and will be granted at the Housing Authority's sole discretion. The following circumstances will be taken into consideration when evaluating an extension request: medical conditions of household members, efforts made by the household during the initial term of the voucher in finding a unit, and current funding utilization level.

The Housing Authority will brief each family in accordance with the Housing Authority Equal Opportunity Plan. The Housing Authority will also brief the family on the applicable standards, determination of the Housing Assistance Payment, and the minimum and maximum rent the family may pay. Each family shall be advised that it may select a unit within this operating jurisdiction. Families will also be advised of the HUD regulations regarding portability. The family will be given a housing Voucher packet along with a Voucher and the lease documents for initiating the leasing process.

B. Suspension of Outstanding Vouchers

In the event that it becomes necessary to suspend outstanding Vouchers due to limited program funding, the order of suspending Vouchers will occur as follows:

1. Vouchers issued to applicants who have not yet submitted a Request for Tenancy Approval to the Housing Authority office.
2. Vouchers issued to applicants who have submitted a Request for Tenancy Approval to the Housing Authority office but have not yet had the final lease up documents initiated between the Housing Authority and the landlord.
3. Vouchers issued to participants who have not yet submitted a Request for Tenancy Approval to the Housing Authority office.
4. Vouchers issued to participants who have submitted a Request for Tenancy Approval to the Housing Authority office but have not yet had the final lease up documents initiated between the Housing Authority and the landlord.

Those families whose Vouchers are suspended for this reason will be placed on the HCV wait list in the order of original application date, behind those families, if any, that have had their HAP

contracts terminated under Section VI, F.

C. Responsibility of Voucher Holder to Find a Unit

Each family shall be responsible for finding a unit suitable to their needs and desires in any area within the jurisdiction of the Shasta County Housing Authority, or the family may utilize portability, if eligible. The family may select the dwelling they already occupy or may choose a new dwelling unit.

However, if the family did not have legal domicile in the Housing Authority jurisdiction at the time they came to the top of the wait list, the Housing Authority will not afford the family the right to exercise portability until the family has been assisted for at least twelve months in the Housing Authority's jurisdiction.

D. Incoming Portability Families

When a family who has transferred from another jurisdiction to the Housing Authority jurisdiction, a Voucher will be issued with an expiration date of 30 days after the expiration date of the Voucher issued by the initial Housing Authority, in accordance with HUD regulations regarding portability. If the initial Housing Authority issues a Voucher for less than sixty days, the Housing Authority will extend the term up to sixty days. Any additional extension will be granted based on Housing Authority extension guidelines. (See Section IV, A.) The Housing Authority has the right to absorb the family into the Housing Authority program or administer the family's eligibility and bill the initial Housing Authority, in accordance with HUD regulations.

E. Outgoing Portability Families

If a family who has been issued a Voucher by the Housing Authority is eligible to move and wishes to transfer to another Housing Authority's jurisdiction, the Housing Authority will determine if the transfer is feasible, based on the Housing Authority's current funding limitations.

If the Director of the Housing Authority determines that there may not be sufficient funding to support all families on the program, the family's right to transfer their case will be limited, as follows. The family may only be approved to move to a Housing Authority who will either absorb the case or one who will afford a payment standard for the family that is equal to or less than the Shasta County Housing Authority's payment standard for the family.

If the family's case is transferred, the receiving Housing Authority may either absorb the family into their own program or administer the family's eligibility. If the receiving Housing Authority administers the family's eligibility, reimbursement to the receiving Housing Authority will be processed, in accordance with HUD regulations.

If the family owes the Housing Authority money, the Housing Authority will not allow the family the right to move to another jurisdiction under portability unless the debt is paid in full before the family's Voucher expires.

F. Subsidy Standards

Subsidy standards are the standards used to determine the appropriate subsidy for families of different sizes and compositions. The subsidy standards do not indicate who must share a sleeping/living area.

The Housing Authority will issue each housing Voucher a subsidy standard based on family composition. The family chooses a unit they would like to rent, subject to restrictions against overcrowding and in accordance with HUD requirements.

An exception to the subsidy standards may be granted if the Housing Authority determines that the exception is justified due to special needs of the family member(s). For example, an exception may be based on the need for an extra bedroom to store or utilize medical equipment, or to accommodate a family member with a disability or medical condition. Documentation will be required. If an exception to the subsidy standards is granted due to special needs of the family member(s), the continued need for the exception will be evaluated periodically.

At the time the Voucher is issued, no additional household members will be approved by the Housing Authority unless due to birth, adoption, foster care placement or marriage or as a reasonable accommodation for a disabled household member. At the discretion of the Housing Authority, it may be allowed for a biological parent of a child in the family to be added.

Effective February 1, 2014, subsidy standards are based on the following guidelines:

1. One bedroom will be allocated for every two household members, regardless of the age, sex, or relationship of the household members.
2. The unborn of a pregnant woman will be considered in determining a subsidy standard If there are no other family members in the home other than the pregnant woman (and spouse/co-head or significant other, if applicable.)
3. A child who is temporarily away from the home (see Section VI, D., 2) because of placement in foster care is considered a member of the family in determining the subsidy.
4. A live-in-aide will also be considered when determining subsidy standards, according to HUD regulations. An approved live-in aide and their family members may reside in the unit as long as their presence does not overcrowd the unit (more than two persons per sleeping/living space). Note: Unless a live-in aide lives with the family, the subsidy size for any family consisting of a single person will always be a one-bedroom unit. When determined necessary, the continued need for a live-in aide will be reevaluated periodically.
5. Persons residing in the home for less than 50% of the time will not be considered members of the household and, therefore, not considered when determining subsidy standard. Evidence of percent of residency in the home will be determined by the Housing Authority based on verifications such as court orders, tax returns, school records and assistance benefit issuances by other agencies.

G. Request for a Reasonable Accommodation

If a member of a family has a disability and a request is made either verbally or in writing for a reasonable accommodation for the disability, the Housing Authority will consider the request if it does not conflict with regulations set forth by HUD for administering the HCV program.

The Housing Authority must have verification that the family member is determined to be a disabled person, as defined by HUD. It then must be determined that the accommodation is

needed due to the family member's disability and that the accommodation will enable the family member equal access to the program. If the Housing Authority determines that the accommodation creates an undue administrative or financial burden, the Housing Authority may deny the request and/or offer alternative solutions to meet the needs of the family member.

In the event that a family requests a reasonable accommodation to rent a unit from a relative due to a family member's disability, the justification must indicate the reasons the particular unit better meets the needs of the disabled family member rather than a similar unit. The determination that the need for a reasonable accommodation exists may be reevaluated at each annual recertification.

In the event that a family requests a reasonable accommodation for an extension for requesting an informal hearing, the request must be provided to the Housing Authority office within 30 days of the date of termination. The Housing Authority will determine if the family does include a person(s) with disabilities and whether or not the disabilities affected the family's ability to request an informal hearing within the 10-day period.

SECTION V.

LEASING A UNIT

A. Assistance to the Family in the Case of Alleged Discrimination

The Housing Authority will provide assistance in finding a unit for any family, which alleges that discrimination is preventing them from locating a suitable unit. When requested, the Housing Authority will provide information to the family in regards to filing a claim for illegal discrimination regarding housing. Assistance will also be provided in finding units for those families who, because of age, handicap or other reasons are unable to locate acceptable units.

B. Leasing Process

The family must request that the Housing Authority initiate the leasing process for a particular unit by submitting the required lease documents to the Housing Authority, which includes the Request for Tenancy Approval (RFTA) form. The Housing Authority will review the lease documents and discuss the program with the owner. If the information on the unit complies with the limits of the particular family, an inspection of the unit will be scheduled. Once a RFTA has been submitted for approval, the unit must be available for the initial inspection within thirty (30) days from the date of the receipt of the RFTA form. When the unit passes inspection, appropriate lease documents will be prepared.

The beginning date of the Contract and Lease will be the first day of the month on or after the unit passes inspection and the tenant has taken possession of the unit.

The unit must pass an initial Housing Quality Standards inspection before the Housing Assistance Payments Contract can begin. The Housing Authority is not responsible for any payment to the landlord prior to the execution of the Housing Assistance Payment Contract.

C. Rent Reasonableness

The Housing Authority will conduct a comparability study to determine if the rent being requested by the landlord is reasonable compared to other similar, unassisted units in the area. This comparability study will be performed in accordance with HUD regulations, which includes studies at initial leasing of a unit and at any time that the landlord requests a rent increase. The Housing Authority may also redetermine rent reasonableness at its discretion to monitor compliance with HUD regulations.

The requested rent amount will be compared to at least two similar unassisted units within the immediate area. If comparable units are not located within the immediate area, units located in the near vicinity may be used. Documentation of the comparability study will be kept in the case file. In the event that the Housing Authority cannot locate similar unassisted units that compare to the rent being requested by the landlord, the Housing Authority will offer the opportunity for the landlord to provide such comparables. If the landlord does so, the Housing Authority will verify whether the comparables are adequate.

The following may be taken into account: location, unit size, unit type, unit age, amenities, facilities, services and utilities to be paid by the owner. The Housing Authority solicits information from local landlords regarding the rents being charged for unassisted units. The Housing Authority may also use local agencies and real estate publication services. The Housing

Authority may also use data collected from public advertisements. Other factors which may be considered will include the Fair Market Rent (FMR) as published by HUD annually; Fair Market Rents are housing market-wide estimates of rent plus utility costs and are established on an area basis by HUD.

D. Housing Quality Standards Inspections

The term, Housing Quality Standards, refers to the minimum quality standards for housing assisted under the HCV program in accordance with HUD regulations.

1. Inspection of Contracted Units will occur:

- a. Prior to execution of a rental assistance contract and at least once every 12-24 months thereafter, unless otherwise specified by HUD;
- b. At the request of the family, or upon complaint by the family of uncorrected deficiencies, which may develop during the lease/contract term;
- c. At the request of the owner due to a concern by the owner or to document the condition of a unit at the time the tenant vacates the unit;
- d. At the Housing Authority's discretion due to a complaint regarding the condition of the unit or as required by law enforcement or HUD;
- e. As a Housing Quality Control measure, a sampling of units is inspected annually on a random basis by a qualified inspector other than the person who regularly performs inspections. (The minimum size of the Housing Authority quality control sample is determined in accordance with HUD regulations); and
- f. All inspections will be scheduled, in advance, by contact with the family. A 24-hour notice will be given unless the family agrees to a shorter time frame. If a contact cannot be made with the family directly, a letter will be sent to the family indicating the date and time of the inspection.

2. Notification of Inspection Determinations

The landlord and family will be notified in writing of any deficiencies noted during inspections. Deficiencies which receive a "Fail" rating, in accordance with HUD's Housing Quality Standards, will require correction within a specified time frame, as indicated in the notification letter. If ~~the~~ fail items are not corrected as required, rental assistance payments may be ~~suspended~~ abated until the fail items are corrected or the Housing Assistance Payment Contract may be terminated.

The correction of fail items may be documented either by a reinspection by Housing Authority staff or by the owner's written certification, a receipt from a vendor, a photo of the repair or tenant confirmation that the repairs are complete. The Housing Authority will determine whether a Housing Authority reinspection or landlord/tenant certification will be needed, based on the number and severity of the fail items.

3. Owner and Family Responsibilities

a. Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

1. Tenant paid utilities not in service
2. Failure to provide or maintain appliances owned by the family
3. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

b. Owner Responsibilities

Owners are responsible to the PHA for compliance with all HQS items except those specifically stated above as family responsibilities.

SECTION VI.

POLICIES FOR PARTICIPATION

A. Unit Occupancy

1. Change in Family Size

- a. When a family size increases to the extent that there are more than two persons per living/sleeping area, the family will be determined to be overcrowded for the unit. In this event, a notice of Housing Assistance Payment contract termination will be provided to the family and the landlord at least thirty days in advance of the termination of the HAP Contract. Assuming the family remains eligible for the program, the family will then be issued a Voucher of appropriate size and will be required to move to an appropriately sized unit in order to retain HCV eligibility.
- b. When the family size decreases to the extent that the current Voucher size is no longer appropriate, the family is over housed. Effective the next annual recertification following the decrease in family size, Voucher holders will have their payment calculated based on the appropriate payment standard for the family size at that time.
- c. The family must not allow anyone to move into the assisted unit without prior approval by both the Housing Authority and the landlord. During the initial year of a HAP Contract and Lease, no new household members will be approved by the Housing Authority unless due to birth, adoption, foster care placement or marriage or as a reasonable accommodation for a disabled household member. At the discretion of the Housing Authority, it may be allowed for a biological parent of a child in the family to be added during the initial year of the HAP Contract.
- d. If the landlord does not approve a person to be added to the household, the Housing Authority will not approve the person(s) to be added to the family's assistance case at that assisted unit. If the additional person(s) move into the unit without approval, termination of family assistance may result.

2. Moving within the Housing Authority's Jurisdiction:

The family's eligibility to move with continued assistance is at the discretion of the Housing Authority. Factors to consider include:

- a. the family's eligibility for continued assistance;
- b. the family's compliance with Family Obligations while participating in the HCV program;
- c. available program funding;
- d. verification that any debt due to any Housing Authority has been paid

A full reexamination of family income and composition will be completed prior to the issuance of a moving Voucher unless a full reexamination was completed not more than 60 days prior to the date of issuance of a Voucher to move. The Housing Authority reserves the right to deny a family's request to move with continued assistance if the family owes money to the Housing Authority.

The family may not move during the initial year of assisted occupancy in a unit without prior written approval from both the Housing Authority and the landlord. The Housing Authority will only approve a move in the first year of the assisted tenancy in a unit due to extenuating circumstances which are beyond the family's control including, but not limited to health issues; participants who can document that they are a victim of domestic violence, dating violence or stalking; participants who can document that they are a victim of activity which threatens the health and safety of the family members.

If the Director of the Housing Authority determines that there may be a possibility of the termination of families from the HCV program due to funding constraints, the family may be denied the right to move with continued assistance, as follows. If a participant family has already been issued a Voucher to move but the lease up process in a new unit has not yet been finalized, the Voucher may be rescinded. If a participant family is in the process of being issued a Voucher to move, the family will not be issued a Voucher until further notice. In both cases, the families will have their name added to the HCV wait list, with priority, according to their original wait list application date, so that assistance can be offered to the family once funding does become available.

3. Change of Ownership Due to Lender Foreclosure of Unit

The Housing Authority will make all reasonable efforts to determine the status of the ownership of a property when it is made known that the property is in the process of foreclosure, which includes, 1) Continuing to make payments to the original owner until ownership legally transfers in accordance with the HAP contract, 2) Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest, 3) Inform the tenant that they must continue to pay rent in accordance with the lease, 4) Inform the tenant if the Housing Authority is unable to make HAP payments to the successor in interest, due to an action or inaction by the successor that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the successor, 5) Inform the tenant of continued eligibility options should the HAP Contract terminate.

4. Change in Ownership

A change in ownership does not require execution of a new Housing Assistance Payments Contract. The Housing Authority will start to process a change in ownership with a written request from the new or previous owner.

Ownership changes will not be processed until the new owner has completed a Change of Ownership for Section 8 Contracted Units form, Tenant Reference Sheet, Owner Certification form, W-9 and provided a copy of the grant deed or other documentation showing transfer of title has occurred.

All ownership changes, not involving lender foreclosures, must take effect no later than 60 days from the date of the original request. Failure to complete the required

documentation within 60 days will result in termination of the Housing Assistance Payment Contract.

5. Voucher Disbursement at Family Separation

If a family separates, the assistance will be allocated based in order of priority as listed below.

- a. The adult member of the family who retains the primary physical custody of the majority of the minor children, with consideration of the following:
 - 1) If the family member who retains the primary physical custody of the majority of the minor children is not the head of family and was not in the home at the time the Voucher was issued, the Housing Authority will determine which adult member will retain the assistance. Circumstances to be considered will include, but are not limited to, recommendations from a child welfare agency, domestic violence reports, and criminal reports.
 - 2) If there are an equal number of children with each adult, the designated head of the family will retain the eligibility unless the head relinquishes assistance, in writing, to the other adult member.
- b. The adult member who was originally issued the Voucher.
- c. The adult member who has been in the family the longest amount of time.
- d. The adult member of the family who is elderly and/ or disabled.
- e. A non- family member, who is otherwise eligible to participate in the HCV program, who moves into the unit to care for the minors in the event of the unexpected absence of all other adult family members (i.e., death of a parent).

6. Absence from the Unit

Absence is defined as no family members residing in the unit. Such absence is allowable for no more than a 60-day period, except in extenuating circumstances, as approved, in writing, by the Housing Authority. Extenuating circumstances that may be considered include vacation and hospitalization. Absences that exceed this 60-day limit without approval by the Housing Authority will result in termination of the Housing Assistance Payment Contract and Voucher.

The means that the Housing Authority will use to determine the family's occupancy or suspected absence from the unit will include, but are not limited to: letters to the family's unit, phone calls, home visits and questions to landlords or neighbors.

7. Remaining Member of a Family:

When a family decreases in size to the extent that only one person remains, the individual remains eligible for the program under this rule.

B. Income

1. Verification of Income

- a. The Housing Authority may request third party verifications of income on all families. The Housing Authority will allow up to fourteen days for the receipt of the third party verification before processing a transaction. However, if third party verifications are not received in time for the timely completion of a transaction, the Housing Authority will use the verifications received to that date. When the third party verifications are received, an interim change to the rent shares will be processed if the change in income requires a change in rent shares, based on recertification policies.
- b. The Housing Authority will utilize both HUD's Enterprise Income Verification (EIV) System as well as the California Welfare system database (ISAWS) for verifying Social Security income and welfare benefits.
- c. If there are regular contributions to the family from an unknown source (such as miscellaneous bank deposits), these contributions will be counted as income unless the party making the contributions to the family certifies that the amounts are a loan. In this case, both parties must provide written detailed verification as to the amount of the loans, the duration they will continue and the details regarding the repayment of the loan amounts.

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, or car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries or clothing provided to a family on a regular basis.

- d. The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.
- e. In the case of the issuance of a Voucher, all income verifications must be dated within sixty days of the effective date of the Voucher. In the case of an annual recertification, all income verifications must be dated within 120 days of the annual recertification effective date.
- f. To determine business expenses that may be deducted from gross income, the Housing Authority will accept complete tax returns submitted to the Internal Revenue Service (IRS) for verification of net income. If the family does not file tax returns on a consistent basis or if the business is relatively new at time of certification, self-employment income will be based on profit/loss statements provided by the tenant, which include receipts for specified costs and spreadsheets or journals for general costs such as gas/mileage.

- g. A family with children is entitled to a deduction for child care expenses if they are necessary to enable a family member to work or further his or her education. To be deductible, child care expenses must also satisfy regulatory requirements.
- h. In some cases, HUD regulations require that a student's income eligibility must be examined along with the income eligibility of the student's parents. If, however, a student in these circumstances is determined independent from his/her parents in accordance with the Housing Authority policy, the income of the student's parents will not be considered in determining the student's eligibility. The following criteria are used to determine independence from parents for the application of the student regulation:
 - 1) The individual is of legal contract age under state law.
 - 2) The individual has established a household separate from his/her parents for at least one year prior to application for occupancy.
 - 3) The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the students' most recent tax forms.
 - 4) The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

For any student who is subject to this regulation and who does not satisfy the definition of independent student in this section, the Housing Authority will determine the income eligibility of the student's parents as follows:

- 1) If the student's parents are married and living together the Housing Authority will obtain a joint income declaration and certification of joint income from the parents.
- 2) If the student's parent is widowed or single, the Housing Authority will obtain an income declaration and certification of income from that parent.
- 3) If the student's parents are divorced or separated, the Housing Authority will obtain an income declaration and certification of income from each parent.
- 4) If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, the Housing Authority will require the student to submit a certification under penalty of perjury describing the circumstances and stating that the student does not receive financial assistance from the other parent. The Housing Authority will then obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

2. Reporting of a Change in Family Income

- a. The family is responsible to report and provide verification of changes in gross family income within 15 calendar days of the change. If the family does not report and provide verification of such changes within 15 calendar days, termination of eligibility may result.
- b. Yearly cost of living adjustments issued by the Department of Social Security, which increase the family's share of rent, will not be considered in a change in rent shares until the family's next annual recertification after the increase becomes effective. All other adjustments to Social Security benefits are required to be reported and verified by the family at the time of the adjustment and may be considered in a change in rent shares.
- c. If a family reports a change in income that the family is not required to report or a change in income which does not require a change in rent shares, no amendment to Contract and Lease will be made unless the family requests, in writing, that an amendment be processed. The verifications will be maintained in the case file for possible use at the family's next annual recertification.

C. Amount Owed to Housing Authority by the Family

1. Unreported Changes in Income and/or Household Composition

If it is determined that the family has had a change in household income or composition since the most recent certification (admission to the program or annual recertification) but did not report it in a timely manner (see Attachment B.), termination of benefits and/or an overpayment of housing assistance may occur.

Termination of eligibility in the program due to unreported income can also occur based on the number of occurrences of unreported income by the family in the past. In the event of termination for these reasons, reimbursement of the overpayment will continue to be pursued until the amount is collected in full.

Unreported income will be determined based on the difference between the income that was used to determine shares of rent versus what would have been used had the Housing Authority known of the increase in income in a timely manner. The number of months of unreported income will be determined based on when the amendment to Contract and Lease would have been initiated had the Housing Authority known of the increase in income in a timely manner versus the time the amendment was actually initiated.

2. Fraudulent Representation of Family Income and/or Household Composition

If it is determined that the family did not accurately report and verify family income and household composition at the most recent certification (admission to the program or recertification), fraudulent activity may exist, and termination of benefits and an overpayment of housing assistance may occur. In this case, an overpayment of the entire Housing Assistance Payments will be calculated for the period between when an amendment to Contract and Lease would have been initiated had the Housing Authority known of the increase in income in a timely manner through the termination date of the

family's assistance.

3. Tenant Repayment Policy

If it is determined that ~~there is an the amount of the~~ overpayment due to the Housing Authority ~~exceeds \$1000~~, the family will be required to enter into a repayment agreement in order to continue receiving assistance. If the family does not agree to enter into a repayment agreement, the family will be terminated from the program.

~~If the family owes more than \$1000, the repayment agreement will require the family to repay the amount necessary to reduce the debt to less than \$1000 within 30 days of the date the repayment agreement is signed. The remainder of the debt must be repaid within the following 12 months, as stipulated in the repayment agreement.~~

~~If the family owes less than \$1000, the additional amount of unreported income will be added to the calculations of rent shares for the period necessary to reimburse the Housing Authority for the overpayment of Housing Assistance Payment, with the following exceptions:~~

- ~~a. — If adding the additional income to the calculations causes the Housing Authority share of rent to decrease to zero, the amount of unreported income will not be added to the calculations of rent shares. Instead, the family must agree to enter into a repayment agreement in order to retain their eligibility in the HCV program.~~
- ~~b. — Any unreported income amount for a family member who is participating in the Family Self Sufficiency program will not be added to the calculations of rent shares. Instead, the family must agree to enter into a repayment agreement in order to retain their eligibility in the HCV program.~~

4. Repayment Agreement Stipulations

The term repayment agreement refers to a formal document signed by a tenant and the Housing Authority in which a tenant acknowledges a debt in a specific amount and agrees to repay the amount by a specific date. The Housing Authority may not enter into a repayment agreement if there is already a repayment agreement in place with the family. (In this event, the family may be terminated from the program.)

- a. The entire debt must be repaid in full before the family will be issued a Voucher to move from the unit.
- b. No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the repayment agreement is current: family size exceeds the HQS maximum occupancy standards; the HAP contract is terminated due to owner non-compliance or opt-out; a natural disaster.
- c. If the family does not comply with a repayment agreement as required, the Housing Authority will initiate termination of rental assistance benefits and/or deny the right to move to a new unit with continued assistance. In the event that the family is terminated/denied continued assistance, the balance of the

overpayment will continue to be pursued until the amount is collected in full.

- d. Payments will be made directly to the Housing Authority, or a third party collection agency, in a lump sum or in periodic payments in the form ~~of cashier's of cashier's check or money check, money~~ order or check until the full amount due is recovered.
- e. The Housing Authority may use a collection agency to collect debts owed.
- f. If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the Housing Authority may terminate the assistance upon notification to the family and pursue other modes of collection.

D. Family Members

1. Live-In Aides

The Housing Authority may approve a live-in aide, in accordance with HUD regulations. The Housing Authority must receive written documentation from a medical professional, which verifies that a live-in aide is necessary for the well being of the family member needing the live-in aide. The live-in aide must sign a form verifying that they acknowledge the following:

- a. A live-in aide resides with the family for the sole purpose of providing necessary care and supportive services to the disabled or elderly family member(s).
- b. A live-in aide is not considered a member of the family and is not entitled to any form of HCV rental assistance benefits

One additional bedroom will be allotted for the live-in aide. A live-in aide's family members may reside in the unit with the live-in aide as long as their presence does not overcrowd the unit (more than two persons per sleeping/living space).

The Housing Authority will not approve a person as a live-in aide if the requested person is a family member of the current household.

2. Foster Persons

- a. Foster persons temporarily out of the home of the assisted family: For purposes of subsidy standards determination, a foster person who is out of the home will be considered to be 'temporarily out of the home' if the foster care placement agency responsible for the person's placement can provide verification that there is a reasonable expectation that the person will be returned to the home within six months of the date the determination is being conducted.
- b. Foster persons living with the assisted family: Foster persons may be allowed to live with the assisted family if the addition of the foster persons does not create the condition of overcrowding. Payments received by the family for the care of foster children or foster adults are not counted in family income if the foster person is placed in the home by a foster care custodial agency and payments are made by the foster care placement agency responsible for the person's placement.

3. Co-Head

If an adult family member signs the application form or certification / recertification form as the co-head of the family, that person will be designated as co-head of the family. Also, if a head of household has a child in common with another adult in the home, the other adult will be designated as co-head of the family.

4. Verification of Social Security Number

An original social security card or written verification from the Social Security Administration office verifying a member's social security number must be provided for all household members. If a social security card is not available or unable to be copied, a receipt showing that a duplicate card has been requested will suffice until the duplicate card is issued. In this instance, written verification from the Social Security Administration office verifying a member's social security number must be provided. Additional verifications may include a copy of a Medi-cal or Medicare card, if the social security number is evident on the card or written verification from another government agency. If an applicant household member under the age of six (6) does not have a Social Security Number (SSN), the applicant family will have 90 days from the date of admission to provide written verification of the SSN for the family member under the age of six (6). In the case of a foster child, a signed and dated letter from the foster care agency verifying the social security number can be provided as evidence.

E. Family Self-Sufficiency

The Housing Authority will operate a Family Self-Sufficiency Program (FSS) in accordance with a HUD approved Action Plan. Families who choose to participate in the FSS program must be current participants in the HCV program, and will be bound by the regulations of both programs.

The Housing Authority will not terminate a family's assistance in the HCV program solely due to the family's failure to meet its obligations under the Family Self-Sufficiency program.

The FSS Action Plan is included as Attachment C and is available to Shasta County residents only.

F. Termination of Assistance

HUD regulations specify grounds for the mandatory termination of assistance. In addition, if a family violates any obligation listed on the 'Family Obligations' form or the obligations listed on the HCV Voucher, they may be terminated from the HCV program. (See Attachment B.)

If a family vacates an assisted unit while an owner eviction process is taking place, but before a court decision is made, termination of assistance may occur. The Housing Authority will base its decision regarding termination of eligibility on the preponderance of evidence surrounding the eviction and tenant compliance with Family Obligations.

The Violence against Women Act (VAWA) prohibits Housing Authorities from terminating housing assistance and/or tenancy for a family participating in the HCV program due to actual or threatened domestic violence, dating violence, sexual assault or stalking. (See Attachment F and G.)

The termination notice will include the effective date of termination of HCV assistance, a description of the specific reasons for the termination and will include copies of any documents, which support the reason for the termination. The termination notice will also include the information necessary for the family to file for an informal hearing regarding the termination of assistance, if they wish to do so.

In accordance with 24 CFR 982.553 (c) of the Federal Register, where the Housing Authority has the authority to determine denial or termination of benefits based on criminal activity, the Housing Authority will base its decision on a preponderance of the evidence, regardless of whether the household member has been arrested or convicted for such activity.

Note: The Housing Authority may consider the following factors when making its decision to terminate assistance: The seriousness of the case, especially with respect to how it would affect other nearby residents, the effects that termination of assistance may have on other members of the family who were not involved in the action or inaction, the extent of participation or culpability of individual family members.

In this case, termination may be avoided if the Housing Authority determines that it is feasible for the offending household member to vacate the unit, as a condition of continued assistance. The head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon Housing Authority's request.

A Housing Authority may terminate HAP contracts if the Housing Authority determines, in accordance with HUD requirement, that program funding is insufficient to support continued assistance for families in the program. In the event that it is determined that insufficient funding is available to support all families in the HCV and PBV -program, the Housing Authority will terminate HAP contracts, as needed to meet funding constraints, in order as follows:

1. Households living in units within a housing complex that receives or received either direct or indirect government subsidies used to finance the development or ongoing operation of affordable rental housing units for low-income households, in order by last in, first out.
2. Non-disabled, non-elderly households without minor children in order by last in, first out.
3. Non-disabled, non-elderly households with minor children in order by last in, first out.

Those families terminated from the program for this reason will have their name added to the HCV or PBV wait list, with priority, according to their original wait list application date, so that assistance can be offered to the family once funding does become available. At that time, continued eligibility will be determined in order to ensure they remain eligible to receive assistance, according to HUD regulations and Housing Authority policies. In this situation, the families will be added to the wait list whether or not the wait list is open for application at the time.

G. Informal Hearing

When the Housing Authority takes an action for which a hearing can be requested, the family will

be notified in writing of their right to request an informal hearing. The family must request the hearing, in writing, which must be received or post-marked within ten calendar days of the date of the termination letter. Housing Authority informal hearing procedures are described in Attachment E. Only the following Housing Authority determinations are subject to a hearing.

1. Family income and the use of that income to compute the housing assistance payment;
2. Appropriate utility allowance from the Housing Authority utility allowance schedule;
3. Family unit size under the Housing Authority subsidy standards or denial to an exception to subsidy standards;
4. Termination of assistance for a participant family because of the family's action or failure to act;
5. Family's absence from their assisted unit for longer than allowed under Housing Authority policy and HUD rules.

SECTION VII.

DETERMINATION OF SUBSIDY AND RECERTIFICATION OF INCOME AND ELIGIBILITY

A. Determination of Family Contribution and Housing Assistance Payment

1. Maximum Subsidy: In accordance with HUD regulations, the maximum subsidy for a unit is determined by deducting the total tenant payment for the family from the gross rent of the unit or the appropriate payment standard, whichever is less. The total tenant payment is the greatest of 10% of the family's gross monthly income, 30% of the family's adjusted monthly income or the minimum rent.
2. Family Share of rent: In accordance with HUD regulations, the family pays the difference between the contract rent and the maximum subsidy. The family may not pay more than 40% of adjusted monthly income to rent and estimated utilities at initial leasing.

B. Minimum rent

HUD regulations provide that the Housing Authority shall implement a minimum rent of zero to \$50. The minimum rent set by the Housing Authority is \$50.00.

Exemption: If a family is unable to pay the family share of rent due to a financial hardship as described below, they may request an exemption, in accordance with HUD regulations. A request for an exemption must be supported by written documentation of the hardship. A hardship may be temporary or long-term. Temporary hardship is defined as a financial hardship that is expected to last 90 days or less. Long-term hardship is defined as a financial hardship that is expected to last more than 90 days.

Financial hardship includes the following:

1. The family has lost eligibility for, or is waiting for an eligibility determination for a Federal, State or local assistance program;
2. The family would be evicted because it is unable to pay the minimum rent;
3. The income of the family decreased due to change in circumstances including loss of employment, death in the family or other circumstance determined by the Housing Authority to be out of the family's control.

C. Payment Standard

In accordance with HUD regulations, the Housing Authority may establish the payment standard amount for a unit at any level between 90-110% of the HUD-published Fair Market Rent for that unit size.

At least annually, the Housing Authority payment standard will be evaluated to determine if an adjustment is necessary. The Housing Authority will give local market factors consideration in determining the need for adjustments. Factors will include but are not limited to: local contract rents, estimated utility costs, average time for finding eligible housing, rent reasonableness data, the local vacancy rate as well as program funding.

Any adjustments to Housing Authority Payment Standards will be made in accordance with HUD regulations.

D. Certifications / Recertification

All information regarding all household income will be verified at initial admission to the program, at interim recertifications, as needed, and at annual recertifications. All income calculations are projected on an annual basis. However, if the Housing Authority determines that there is a substantial fluctuation in family income, the Housing Authority may re-verify and re-compute income on a quarterly basis until the situation stabilizes. Quarterly evaluations of income may also occur for families who report no income or whose maximum family contribution exceeds 85% of adjusted household income.

1. Interim Recertification

The family's eligibility will be recertified when a change of family income and/or family composition is reported and verification is provided by the family or is determined by the Housing Authority to have occurred.

a. Increase to family income only (no change to household composition):

- 1) Changes to the family's total tenant payment of \$100.00 or less due solely to an increase in family income will not result in an amendment to Contract and Lease until the family's next annual recertification. However, if a family requests in writing that the shares of rent be adjusted, an adjustment will be made.
- 2) If the family reports and provides verification that there has been an increase in family income which causes the total tenant payment to increase more than \$100.00 per month, an amendment to family share of rent will be made.
- 3) If a full-time student has turned 18 years old since the last annual recertification, any income earned by that student which could affect the shares of rent will not be considered until the next annual recertification. Consequently, the income earned by the student between the 18th birthday and the first annual recertification after the 18th birthday will not be considered undetected income.

b. Decrease to family income:

If the family reports and provides verifications that there has been a change in family income, which causes the family share of rent to decrease, an amendment to family share of rent will be made effective the first of the month following the receipt of verifications needed to determine the new shares of rent. If a decrease is reported and verified change is provided to the Housing Authority by the twenty fifth of the month, staff will process the decrease in the family share of rent effective the first of the next month.

c. Changes to household Composition

Changes to the family's household composition will result in an interim amendment, regardless of the change in amount of total tenant payment.

2. Annual Recertification

An annual recertification of family income, composition and circumstances will be performed at least once during each twelve-month period, in accordance with HUD regulations. This applies to all program participants without exception.

3. Notification Procedures

Shasta County Housing Authority will give the family at least 30 days advanced written notice of any future increase in the family's share of rent as a result of an annual or interim reexamination as long as all aspects of the reexamination are completed by the tenant and/or landlord in a timely manner.

However, if Shasta County Housing Authority determines that the family or the owner, by their action or inaction, has delayed the reexamination process, Shasta County Housing Authority will, without advance notice, implement any increase in the family's TTP resulting from the reexamination, retroactively to the following effective date:

1. Annual reexamination: The family's anniversary date;
2. Interim reexamination: The first day of the month following the month in which the family provides information regarding income, assets, and expenses. In this event, the family may owe the Housing Authority for overpayments made due to the tenant-caused delay of reexamination of family income. The number of months of overpayment is determined based on when the interim amendment would have been initiated had the HA known of the increase in income in a timely manner versus when the interim amendment was actually initiated.

Any overpayments must be reimbursed to the Housing Authority or termination of assistance may result. (See Section VI, B., 3.)

SECTION VIII.

MAINTAINING CONTRACTUAL RELATIONSHIP WITH OWNERS

A Housing Authority representative will explain contract terms to the owner at the time the Housing Assistance Payment contract is signed. Prospective landlords must complete, sign and submit a Form W-9, Request for Taxpayer Identification Number (TIN), Landlord Certification and a copy of the grant deed or other documentation demonstrating the prospective landlord is the owner of the unit to the Housing Authority to participate in the program. The owner's address must not be the same as the assisted unit. (The Housing Authority will not mail a payment to the owner at the participant's unit or P.O. Box address.) Contracts and leases will be negotiated with the landlords based on HUD regulations and requirements. A copy of the contract and lease will be sent to the landlord. A copy of the lease will be sent to the family.

All owners participating in the program will be required to maintain their units in decent, safe and sanitary condition. A monthly Housing Assistance Payment will be issued for units under a Housing Assistance Payment contract, for so long as the contract is in effect and the unit and owner remain in compliance with the contract.

A. Screening of Family

The Housing Authority does not screen the family for behavior or suitability as tenants. Such screening is the landlord's responsibility.

B. Information to Landlords

Upon request, the Housing Authority will provide the following information to a prospective landlord: the name and addresses of owners at the family's current and prior addresses, if known to the Housing Authority.

C. Encouraging Landlord Participation

The Housing Authority encourages landlord participation in the program. Landlords are provided with general information packets when inquiring about the program. Flyers informing landlords that they may contact the Housing Authority regarding any available units in the area, which may be available to program clients, are sent along with recertification packets. When landlords provide information regarding such units, the unit is added to an 'available units listing' which is maintained for the purpose of assisting eligible HCV families in locating housing. This list is only provided to families who have been issued a Voucher of eligibility.

D. Amount Owed to the Housing Authority by the Owner

An owner may owe money due to a Housing Authority overpayment. The owner will be responsible for repaying the Housing Authority for any overpayments made. The owner will be advised as to the method for repayment of any overpayment.

E. Denial of Owner Participation

HUD regulations require mandatory denial of owner participation when directed by HUD. This applies to owners subject to federal sanctions for violation of the Fair Housing Act or other federal equal opportunity requirements.

The Housing Authority may also choose to deny participation to owners who have committed fraud, bribery, or any other corrupt or criminal act with any federal housing program; who fail to pay state or local real estate taxes, fines, or assessments; or who have a history of practice of violating housing quality standards. Deliberate violation of program regulations for financial gain, such as collecting more rent from the family than authorized by the Housing Authority, may be grounds of denial of future owner participation. Landlords or owners who threaten or engage in abusive or violent behavior toward Housing Authority staff will be denied participation in the program.

When the Housing Authority decides not to execute HAP contracts with an owner, the decision affects only prospective (future) contracts. Participants residing in units belonging to the identified owner will not be asked to move solely because of a decision to disapprove the owner. If there is a change in ownership during the term of the HAP Contract, the Housing Authority will process the change after the new owner has been verified and approved by the Housing Authority.

F. Expanding Housing Opportunities

The Shasta County Housing Authority implements an Equal Opportunity Plan which details the Housing Authority's efforts to increase housing opportunities to low-income families. One of the objectives of the Plan is to promote greater housing opportunities for families outside areas of low income and minority concentration.

1. The Shasta County Housing Authority jurisdiction for administering the Housing Choice Voucher program includes: the unincorporated areas within Shasta County, the cities of Anderson and Shasta Lake in Shasta County and the counties of Modoc, Siskiyou, and Trinity.
2. The Housing Authority considers census tracts with poverty rates exceeding 20% to be areas of poverty concentration. Due to the low percentage of minority populations in the Housing Authority jurisdiction, the Housing Authority has no areas it considers to be an area of minority concentration.

SECTION IX.

ADMINISTRATIVE FEE RESERVE

A. Required Use

The Administrative Fee Reserve will be used to pay program administrative expenses that exceed program receipts for the Housing Authority fiscal year.

B. Other Permitted Use

If funds in the Administrative Fee Reserve are not needed to cover Housing Authority program administrative expenses to the end of the last expiring funding increment under the consolidated annual contributions contract, the Housing Authority may use these funds for other housing purposes permitted by Federal, State, and local law.

C. Threshold Expenditures

The maximum amount of expenditures that the Housing Authority may charge against the Administrative Fee Reserve for other housing purposes, without prior approval of the Board, is set at \$100,000 during any one fiscal year. Such expenditures must be appropriately budgeted by the governing body.

SECTION X

MANUFACTURED HOMES

A. Introduction

A manufactured home is a manufactured structure, transportable in one or more parts that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.

1. A family can choose to rent a manufactured home already installed on a space and the SCHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided below.
2. HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space as well as certain other housing expenses.

B. Special Policies for Manufactured Home Owners Who Lease A Space

1. In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.
2. The PHA payment standard for manufactured homes is the payment standard used for the HCV program.
3. The rent for the manufactured home space (including other eligible housing expenses) is the total of:
 - a. The rent charged for the manufactured home space;
 - b. Owner maintenance and management charges for the space;
 - c. The monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
4. The applicable allowance for tenant-paid utilities.
5. Under either type of occupancy described above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Section V of this plan. In addition, the following requirement applies:
 - a. A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

SECTION XIHOMEOWNERSHIPA. Introduction

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. The SCHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

1. The family must have been admitted to the Housing Choice Voucher program and be in compliance with their Lease and Program Regulations.
2. The family must qualify as a first-time homeowner.
3. The head of household must be a member of the Section 8 Family Self Sufficiency (FSS) program and participating in the development of an Individual Training and Service Plan, and is meeting the obligations of their FSS contract. Or the family may be a former member of the FSS program who has successfully completed the program. The family will be required to meet all other obligations and pre-requirements of the Homeownership program. Elderly and disabled persons are exempt from the requirement to participate in the FSS program, but are not prohibited from participation.
4. The family must meet the Federal minimum income requirement.
5. For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
6. For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
7. The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 32 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
8. The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the SCHA must grant an exemption from the employment requirement if the SCHA determines that it is needed as a reasonable accommodation.
9. The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.

10. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

11. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.63(C).

B. Eligible Units

The unit may not be any of the following:

1. A public housing or Indian housing unit.

2. A unit receiving Section 8 project-based assistance.

3. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services.

4. A college or other school dormitory.

5. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

7. The unit may be not a yet to be under construction, under construction or already exist at the time the family enters into the contract of sale. If the unit is not yet under construction, the SCHA shall not commence homeownership assistance until either the responsible entity completes the environmental review required, HUD approves the environmental certification and request for release of funds prior to commencement of construction or HUD performs an environmental review and notifies the SCHA in writing of environmental approval of the site prior to commencement of construction. Additionally, prior to commencement of homeownership assistance the construction of the unit has been completed and the unit passes the required Housing Quality Standards (HQS) inspection and independent inspection.

8. The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.

9. The unit must have been inspected by the SCHA and by an independent inspector designated by the family.

10. The unit must meet Housing Quality Standards.

11. For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

C. Reporting

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. The family's deadline date for locating a home to purchase will be 180-days from the date the family is issued a homeownership voucher. The family will be issued a homeownership voucher once they have completed all required pre-purchase counseling and have received a mortgage pre-approval. Extensions may be granted on a case-by-case basis. If the family is unable to purchase a home within the maximum time established by the SCHA, the SCHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher. The SCHA will require periodic reports on the family's progress in finding and purchasing a home. The family will provide such reports on a monthly basis to the SCHA.

D. Homeownership Counseling

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by SCHA.

E. Home Inspections

The SCHA may not commence monthly homeownership assistance payments for a family until the unit and has passed an HQS inspection.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The SCHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

F. Contract of Sale

Before commencement of monthly homeownership assistance payments, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give a copy of the contract of sale to the SCHA. The contract of sale must:

1. Specify the price and other terms of sale by the seller to the purchaser.
2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
4. Provide that the purchaser is not obligated to pay for any necessary repairs; and
5. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.
6. Contract of Sale for Units Not Under Construction:

a. If the unit is not yet under construction at the time the family is to enter into a contract for sale, the contract for sale must also provide that:

1. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.
2. The construction will not commence until the environmental review has been completed and the seller has received written notice from the SCHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.
3. Commencement of construction in violation of environment review and approval from the SCHA voids the purchase contract and renders homeownership assistance unavailable for purchase of the unit.

G. Disapproval of a Seller

In its administrative discretion, the SCHA may deny approval of a seller for the same reasons the SCHA may disapprove an owner under the regular HCV program.

H. Financing Requirement

The family is responsible for securing financing. The SCHA has established financing requirements, listed below, and may disapprove proposed financing if determined that the debt is unaffordable. The SCHA may prohibit the following forms of financing:

1. Balloon payment mortgages.
2. Variable interest rate loans.
3. Seller financing on a case-by-case basis.
4. All mortgage payment costs cannot exceed 50% monthly gross income.
5. Loans including persons other than those listed in the assisted family household for Homeownership program participation.

I. Underwriting Guidelines

If the mortgage is not FHA-insured, the SCHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, California Housing Finance Agency (CalHFA), USDA Rural Housing Services, The Federal Home Loan Bank or other private lending institutions.

J. Down payment

The SCHA does not have a minimum family down payment requirement. Regardless the family should expect to comply with secondary mortgage market underwriting down payment requirements.

K. Family Obligations

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the SCHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund the SCHA the homeownership assistance for the month when the family moves out.

The family must comply with the following family obligations:

1. The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
2. The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
3. The family must supply information to the SCHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by HACCC or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
4. The family must submit a 30 day written notice to the SCHA before moving out of the home.
5. The family must notify the SCHA if the family defaults on the mortgage used to purchase the home.
6. No family member may have any ownership interest in any other residential property.
7. The family must comply with the obligations of a participant family.
8. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

L. Maximum Term of Homeownership

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

1. Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
2. Ten years, in all other cases.

3. Has an ownership interest in the unit during the time that homeownership payments are made; or

4. Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

The maximum term of assistance does not apply to elderly or disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

M. Compliance With the Mortgage

The family must comply with the terms of the mortgage securing debt incurred to purchase the home, and any refinancing of such debt.

The family must obtain written approval from the SCHA before securing any refinance or equity loan.

During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.

N. Prohibition Against Conveyance or Transfer of the Home

So long as the family is receiving homeownership assistance, they may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home. If the family chooses to sell the home to another family member, they must inform the SCHA of their intent prior to the sale, and receive written consent from the SCHA before commencing with any sale, refinance or transfer of interest. The family is required to provide the SCHA with applicable documentation related to any sale, refinance, or transfer.

Upon the death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of the title by operation of the law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members. The family is required to inform the SCHA of the decedent's death within fourteen (14) days of its occurrence.

SECTION XIIHCV PROJECT BASED VOUCHER PROGRAMA. Introduction

The Project-Based Voucher (PBV) program is administered by Public Housing Authorities (PHA) who also administers the tenant-based Housing Choice Voucher (HCV) program. The Shasta County Housing Authority (SCHA) will appropriate no more than 20% of the SCHA Annual Contributions Contract (ACC). PBV is assistance that is tied directly to a unit in an approved project, unlike the HCV program, where assistance is tied to the participant. The policies of the HCV program apply to the PBV program, except where they are specifically altered in this section.

In administering the Project-Based Voucher program, the goals of the Shasta County Housing Authority are to:

1. Attract more affordable developments to the Shasta County Housing Authority's jurisdiction.
2. Increase affordability of housing for families; and
3. Further HUD and the Shasta County Housing Authority goals of deconcentration.

B. Selection of Project Based Voucher Owner Proposals

The Shasta County Housing Authority may use one of the following methods to select owner proposals:

1. Request for Proposal (RFP): Shasta County Housing Authority may issue a competitive request for PBV proposals. An RFP may not be limited to a single site and may not impose restrictions that practically preclude owner submission of proposals for PBV on different sites. The Shasta County Housing Authority will publish an RFP in at least one newspaper of general circulation, as well as post the RFP on the County of Shasta website. The submission deadline will be included in the RFP and a detailed application and selection criteria will be provided to all interested parties.
2. At the discretion of the Shasta County Housing Authority, projects may be selected for PBV assistance using proposals for housing developed using federal, state, or local government housing assistance, community development, or a supportive services program that requires competitive selection of proposals (e.g., HOME, competitively-awarded Low-Income Housing Tax Credit, City of Industry Funds), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of the Shasta County Housing Authority's PBV selection date, and the earlier selection proposal did not involve any consideration that the project would receive Housing Authority PBV assistance.

The SCHA will notify the selected owner, in writing, of the owner's selection for the PBV Program. The SCHA will also notify, in writing, all owners that submitted proposals that we're not selected and advise such owners of the name of the selected owner. In addition, the SCHA will publish its notice for selection of PBV proposals in the same newspapers the SCHA

used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program.

The SCHA will make available, during normal business hours, to any interested party its rating and ranking sheets and documents that identify the SCHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The SCHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

C. Prohibition of Assistance for Certain Units

1. The following types of housing are ineligible under the PBV program:

- a. Shared housing units.
- b. Units on the grounds of a penal reformatory, medical, mental, or similar public or private institution.
- c. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities).
- d. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students.
- e. Manufactured homes.
- f. Transitional housing.
- g. Owner occupied housing.
- h. Units occupied by ineligible families.

2. The SHCA may not attach or pay PBV assistance to units in any of the following types of subsidizing housing:

- a. A public housing unit.
- b. A unit subsidized with any other form of Section 8 assistance.
- c. A unit subsidized with any governmental rent subsidy.
- d. A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing.
- e. A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments).

- f. A Section 202 project for non-elderly with disabilities.
- g. Section 811 project-based supportive housing for persons with disabilities.
- h. Section 202 supportive housing for the elderly.
- i. A Section 101 rent supplement project.
- j. A unit subsidized with any form of tenant-based rental assistance.
- k. A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

D. Number of PBV Units Per Building

The SCHA may only provide Project-Based Voucher assistance to up to 25% of the units in a selected project. Units excepted from this rule are:

- 1. Units that are exclusively for elderly families.
- 2. Units housing households eligible for supportive services available to all families' receiving PBV assistance in the project.

Approved supportive services are intended to help ensure stability and to maximize each tenant's ability to live independently. Support services must be easily accessible and available to the tenant in the PBV assisted project. Approved supportive services may include: general supportive services, education and instructional services, independent living skills, health and medical services, mental health services, substance abuse services, vocational services and services for families.

Support services do not have to be provided by the project. When supportive services are provided, whether on site or not, the following conditions apply: The statement of family responsibility in the lease must contain the family's obligation to participate in the designated service program. Failure of the family to comply is good cause to terminate the family from the program. At least one member of the family must be receiving the supportive service for the unit to remain excepted from the 25% cap.

Services monitoring participant compliance with a supportive service contract will be monitored at least annually. The SCHA will request a status update for the participant's supportive service contract at the anniversary of said contract. The SCHA may request a status update on the supportive service contract more frequently, at its discretion. Providers of supportive services must provide the SCHA any changes to the program within thirty days of when those changes occur. Providers must also immediately report to the Shasta County Housing Authority when a family fails to meet the supportive service contract requirements. When a family living in an excepted unit fails to meet the requirements of a supportive service contract, and is living in the excepted unit because of the supportive services received, the SCHA will propose termination of the contract. The family will not be issued a voucher to move. The owner and participant will be given a thirty-day notice of the proposed termination of the HAP contract. The owner may at that time terminate the lease and issue an order to vacate by the HAP contract termination date. If a family fails to meet the requirements of the supportive service contract for good cause, as

determined by the SCHA, and is qualified to become reinstated in the supportive service program within a reasonable time period, the SCHA may counsel the family on its obligations and allow reinstatement of the supportive service contract.

E. Project Section Criteria

The SCHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into an AHAP contract or HAP contract for units on the site, unless the SCHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

It is the SCHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. The SCHCA may grant exceptions, where the SCHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in a census tract where:

- a. The PBV development will be located in a HUD-designated Enterprise Zone, Economic Community or Renewal Community.
- b. The concentration of assisted units will be or has decreased as a result of public housing demolition.
- c. The neighborhood is undergoing significant revitalization.
- d. State, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement.
- e. New market rate units are being developed that will positively impact the poverty rate in the area.
- f. There has been an overall decline in the poverty rate within the last five years.
- g. There are meaningful opportunities for educational and economic advancement.
- h. The level of affordable housing units within a jurisdiction the SCHA administers due to the lack of housing availability for the Housing Choice Voucher program will increase.

2. Requirements For Selecting Existing and Rehabilitated Housing

The SCHA will select only existing and rehabilitated housing projects that meet the following criteria:

- a. The site is adequate in size, exposure, and contour to accommodate the number and type of units proposed.
- b. Have adequate utilities and streets available to service the site.

- c. Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.
- d. Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- e. Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. This requirement does not apply to senior projects.

3. Requirements for New Construction Housing

The Shasta County Housing Authority will select only new construction housing projects that meet the following criteria:

- a. The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed.
- b. Have adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- c. The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- d. The site must not be located in an area of minority concentration unless the SCHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area.
- e. The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- f. The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate.
- g. The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units.
- h. Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

F. Environmental Review

The SCHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The responsible entity is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The SCHA may not enter into an agreement to enter into an AHAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The SCHA may not enter into an agreement to enter into a AHAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The SCHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The SCHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

G. Agreement to Enter into the HAP Contract

1. If a rehabilitated or newly constructed project, as defined by regulation, is selected by the Shasta County Housing Authority to receive Project-Based Vouchers, the Shasta County Housing Authority will enter into an Agreement (AHAP) with the owner in the form required by HUD. In the AHAP the owner agrees to develop the contract units to comply with HQS, and the Shasta County Housing Authority agrees that, upon timely completion of the development in accordance with the terms of the AHAP, the Shasta County Housing Authority will enter into a HAP contract with the owner for the contract units. The Shasta County Housing Authority may not pay or enter into an agreement if commencement of construction or rehabilitation occurs after proposal submission. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing. Commencement of construction occurs when excavation of site preparation (including clearing of the land) begins. Delays in completion of rehab/construction may result in termination of the agreement. The SCHA may extend the completion deadline for unforeseen factors outside of the owner's control. The owner must obtain the SCHA approval for any changes in work. If the owner does not do so, the SCHA may set a lower initial rent.

2. The Shasta County Housing Authority may only provide assistance in accordance with HUD subsidy layering regulations and other requirements. The Shasta County Housing Authority will not enter into an AHAP with the owner until the project has successfully passed a subsidy layering review by HUD or other HUD-approved agency. The owner must certify in the HAP contract that the project has not received and will not receive any other form of public assistance during the life of the HAP contract other than that disclosed in the subsidy layering review.

H. Selection of Participants

The SCHA may select families for the PBV program from those who are participants in the SCHA tenant-based voucher program and from those who have applied for admission. Eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. The SCHA may not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

1. An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the SCHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the SCHA waiting list. Once the family's continued eligibility is determined (the SCHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the SCHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements. This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.
2. The SCHA will provide a selection preference when required by the regulation. Applicants on the PBV waiting list are subject to the tenant based voucher program local preferences. The PBV waiting list will have admission preferences that reflect the target population of each project.
3. For the VASH program, referrals will be received from the VAMC administering the VASH program in the SCHA jurisdiction. Should the referrals exceed the availability of housing units available, a VASH wait list shall be established and offered on a first come first serve basis.
4. When the Shasta County Housing Authority opens the wait list, applications will be accepted from families for whom the list is open unless there is good cause for not accepting the application. Where the family is determined to be ineligible, the Shasta County Housing Authority will notify the family in writing. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so. Applications must be submitted as indicated in the public notice. Only one application per applicant/social security number will be accepted; duplicate applications will not be accepted. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

The Shasta County Housing Authority will require families to provide the information on the wait list application that is needed to make an initial assessment of the family's eligibility for assistance and its self-certified preference category designation. Depending on its self-certified preference category designation, a family initially determined to be eligible will be placed on the wait list or in an applicant lottery pool, as specified in the notice. The family will not be required to provide all of the information necessary to

establish family eligibility and level of assistance until the family is selected from the waiting list.

If a family refuses an offer of PBV assistance or the owner rejects a family for admission to the owner's PBV units, the Shasta County Housing Authority may remove the family from the PBV waiting list. Such refusal will not affect the family's position on the tenant-based waiting list.

I. Information For Accepted Families

When a family accepts an offer of PBV assistance, the Shasta County Housing Authority will provide the family an oral briefing. Attendance at this briefing is mandatory. The oral briefing will include:

1. A description of how the program works.
2. Family and owner responsibilities.
3. Information packet that contains the following information:
 - a. How the SCHA determines total tenant payment.
 - b. Family Obligations.
 - c. Criminal Activity Policy.
 - d. Applicable fair housing information.
 - e. Housing Quality Standard Inspection information.
 - f. Annual and Interim Recertification Information.

J. Leasing of Contract Units

Owners must lease contract units only to eligible families, selected and referred by the Shasta County Housing Authority from the waiting list, during the term of the HAP contract. Owners must develop written tenant selection procedures consistent with the purpose of improving housing opportunities for very low-income families, related to program eligibility and an applicant's ability to perform lease obligations. An owner must notify the SCHA, in writing, within 15 calendar days of any rejected applicant and the grounds for rejection. Owners must follow the Shasta County Housing Authority's subsidy standards when leasing units to referred families.

K. Vacancies

The owner must notify the SCHA in writing within 5 business days of learning about any current or expected vacancy in a contract unit. After owner notice, the SCHA will promptly refer a sufficient number of families to the owner to fill the vacancy. If any contract unit has been vacant for at least 120 days, the SCHA may give notice to the owner amending the HAP contract to reduce the number of contract units by the number of units that have been vacant for that period.

L. Tenant Screening

The SCHA may take into consideration any admission criteria outlined in Section III of this Plan in order to screen applicants for eligibility; however, it is the responsibility of the owner to screen applicants for suitability for tenancy. Upon request, the SCHA will provide the owner with the tenant's current and former address, as well as the name and address of the current and/or former landlord, if known. This policy is consistent with information provided to owners under the Housing Choice Voucher program.

M. Housing Assistance Payments Contract

The SCHA must enter into a Housing Assistance Payments (HAP) contract with the owner in order to provide housing assistance payments for eligible families. The SCHA will make housing assistance payments to the owner in accordance with the HAP contract, for contract units leased and occupied by eligible families during the term of the HAP contract. The SCHA will use the most recent HUD-approved form of the HAP contract.

1. Before the HAP contract can be executed, the SCHA will inspect each contract unit in accordance with Section V of this plan. The HAP contract must be executed within 30 days of passed inspections for all units proposed under the HAP contract.

By execution of the HAP contract, the owner certifies:

- a. The owner is and will maintain all contract units in accordance with HQS.
- b. The owner will provide all services, maintenance, equipment and utilities as agreed to under the HAP contract and in the lease with assisted families.
- c. Each contract unit is leased to an eligible family and the lease complies with the HAP contract and HUD requirements.
- d. Members of the assisted family reside in the contract unit and it is their only residence.
- e. The owner is not a relative of any member of the assisted family.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed the rent charged by the owner for other comparable unassisted units.
- h. The owner will not receive any other payments beyond the tenant rent and housing assistance payments for the contract unit.
- i. The family does not own or have any interest in the contract unit.

2. The Housing Authority may enter into a HAP contract with an owner for an initial term of not less than one year and not more than fifteen years for each contract unit. The SCHA and owner may agree at any time, including during the initial contract term, to extend the term of the HAP contract for up to fifteen years. Under no circumstances may extensions exceed 15 years cumulatively. The HAP contract may be terminated by the

SCHA for insufficient funds. If it is determined there are insufficient funds available to continue to assist all contract units for the full term, the SCHA may give notice to the owner for all or any of the contract units, in accordance with HUD instructions.

3. The SCHA may amend the HAP contract to substitute a different unit with the same number of bedrooms in the same project for the previously assisted unit. Prior to the substitution, the SCHA will inspect the proposed substitution unit and determine reasonable rent.

N. Inspections

HQS inspections will be conducted in accordance with Section V of this plan.

1. The Shasta County Housing Authority will inspect PBV units at the following times:
 - a. Pre-selection – the SCHA will inspect the proposed site before the proposal selection date. For existing units, units must substantially comply with HQS before the proposal selection date. Units must fully comply before the HAP contract may be executed.
 - b. Pre-HAP contract- SCHA will not enter into a HAP contract until all the units fully comply with HQS.
 - c. Turnover – Before providing assistance to a new family in a contract unit, the SCHA must inspect the unit. The unit must fully comply with HQS before a HAP contract can be executed.
 - d. Annual/Biennial Inspections – The SCHA will conduct inspections on a random sample of at least 20% of contract units in a building every 12-24 months. Turnover inspections are not counted toward annual inspections. If more than 20% of the annual sample fails the HQS inspections, 100% of the contract units in the building must be inspected.
 - e. Other times – the SCHA will inspect PBV units at other times as necessary to insure the contract units are in compliance with HQS and that the owner is providing utilities, maintenance and other services in accordance with the HAP contract.
2. The SCHA will abate and terminate PBV HAP contract for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section V of this plan.

O. Leases

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants, the same lease must be used for assisted tenants, except that the lease for assisted units must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

The SCHA may review the owner's lease form to determine if the lease complies with state and local law. If the SCHA determines that the lease does not comply with state or local law, the SCHA may decline to approve the tenancy.

1. The lease must specify:

- a. Names of the owner and tenant.
- b. Any and all information needed to identify the leased contract unit.
- c. Term of the lease and any provision for renewal.
- d. The amount of tenant rent to owner.
- e. Specification of services, maintenance, equipment, and utilities to be provided by the owner.
- f. The amount of any charges for food, furniture, or supportive services.

2. If the tenant and owner agree to any changes in the lease, the change must be in writing and must be submitted to the SCHA sixty days prior to the effective date of the change. Such changes may only be made with approval of the SCHA. If the SCHA approves a change in responsibilities for utilities or rent increases, rent reasonableness must then be re-determined. The rent to owner will be re-calculated from the effective date of the change.

3. Grounds for owner termination and eviction reflect the policies outlined in Section VI of this Plan. Except that an owner may not terminate tenancy after the initial term of the lease for business or economic reasons, or to repossess the unit for personal, family, or nonresidential rental purpose. If an owner refuses to renew the lease without good cause, the family will be issued a tenant-based voucher and the unit will be removed from the HAP contract. The lease terminates if the owner terminates the lease for good cause, or the owner and tenant agree to terminate the lease. Owners who wish to terminate a HAP contract by either allowing it to expire or refusing to renew it must give the Shasta County Housing Authority and the tenant proper notice.

P. PHA Terminations

HUD regulations specify grounds for the mandatory termination of assistance. In addition, if a family violates any obligation listed on the Family Obligations form or Criminal Activity Policy the family may be terminated from the PBV program. (See Attachment B and D)

If a family vacates an assisted unit while an owner eviction process is taking place, but before a court decision is made, termination of assistance may occur. The Shasta County Housing Authority will base its decision regarding termination of eligibility on the preponderance of evidence surrounding the eviction and tenant compliance with Family Obligations.

The Violence against Women Act (VAWA) prohibits Housing Authorities from terminating housing assistance and/or tenancy for a family participating in the PBV program due to actual or threatened domestic violence, dating violence, sexual assault or stalking. (See Attachment F and G)

The termination notice will include the effective date of termination of PBV assistance, and or the families eligibility to the rental assistance program, description of the specific reasons for the termination. The termination notice will also include the information necessary for the family to file for an informal hearing regarding the termination of assistance, if they wish to do so.

Q. Current Participant Right to Move With Tenant-Based Voucher

Eligible families may terminate the assisted lease at any time after the first year of occupancy. Families who wish to move must first contact the Shasta County Housing Authority to request a voucher before submitting a lease termination notice to the owner. Once the Shasta County Housing Authority has received a written request for a voucher, the family will be issued a new voucher. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance. Requests to move for families wishing to port to another jurisdiction must be submitted in writing. If a tenant-based voucher is not available at the time of the family's request, the SCHA will give the family priority to receive the next available opportunity for continued tenant-based assistance.

R. Family Occupancy of Wrong Sized Accessible Unit

If the Shasta County Housing Authority determines that a family is occupying the wrong-size unit or a unit with accessibility features the family does not require, is needed by a family that requires the accessibility features, the Shasta County Housing Authority will offer the family continued assistance in another unit. The Shasta County Housing Authority may offer continued assistance either in another PBV unit or a tenant-based voucher. If the family is given a tenant-based voucher, policies under the Housing Choice Voucher program regarding voucher issuance and expiration will apply. If a family fails to lease a unit with the tenant-based voucher, eligibility and assistance will be terminated upon expiration of the voucher (and any subsequent extensions granted by the Shasta County Housing Authority). If continued assistance is offered in the form of a project-based voucher, the family will have ninety days to move to another unit. If the family fails to move or refuses the offer of continued assistance in another unit eligibility and PBV assistance to the family will be terminated.

S. Determining Rent to Owner

The amount of estimated rent to owner must be included in the Agreement for rehabilitated or newly constructed housing. The actual rent to owner must be determined at the beginning of the HAP contract term for all types of housing. The amount of rent to owner is re-determined at the owner's request for a rent increase and when there is a 10% or greater decrease in the published FMR. Except for certain tax credit units, the amount of rent to owner must not exceed the lowest of: An amount determined by the SCHA that does not exceed 110% of the FMR (or any exception payment standard approved by HUD), minus the utility allowance; the reasonable rent; or the rent requested by the owner.

T. Payment To Owner

The SCHA will make HAP payments to the owner in accordance with the HAP contract for the months in which the contracted unit is leased to and occupied by an eligible family. If a family moves out of a contract unit, the owner may keep the payment for the full calendar month in which the family moves out. The owner may not keep the payment if the SCHA determines that the vacancy is the owner's fault.

The owner may not require the family to pay charges for any meals or supportive services unless the project is an assisted living development, in which case owners may charge tenants, family members, or both for meals and supportive services. These charges may not be included in the rent to owner and may not be used to calculate rent reasonableness. Nonpayment of such charges is grounds for termination under the lease only in an assisted living development. The owner may not charge tenants or family members extra amounts for items customarily included in the rent or provided at no additional cost for unsubsidized tenants on the premises.

| SECTION XIII.

DEFINITIONS: Definitions of terms are as follows. If at any time, any definition below becomes or is determined to be inconsistent with HUD definitions, HUD definitions apply.

Adult: Person of age 18 or older, or legally emancipated with the capacity to enter into a contract in accordance with State and local law.

Applicant: A family or individual that seeks rental assistance under the program.

Bedroom:

(a) The determination will be based on the characteristics of the unit rather than the characteristics of the family. The use of the room will not be a consideration in determining the room type.

(b) A room will be classified as a bedroom if it was designed for use as a bedroom and if it meets the HQS criteria for a living/sleeping room.

Child: Person of age 17 or younger, who is not legally emancipated.

Co-head: A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

Continually assisted: A family is considered to be "continuously assisted" if the family is already receiving assistance from a Federal Housing Program when admitted to the Voucher Program.

Dependent: A family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student.

Family: The term "family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (a) A single person, who may be an elderly person, involuntarily displaced person, disabled person, near-elderly person or any other single person; or
- (b) A group of persons residing together and such group includes, but is not limited to:
 - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (ii) An elderly family;
 - (iii) A near-elderly family;

- (iv) A disabled family;
- (v) A involuntarily displaced family; and
- (vi) The remaining member of a tenant family. Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability. Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

Foster Person: Person who is in the legal guardianship of a State, county, or private adoption or foster care agency, yet are cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Gross rent: The contract rent plus the utility allowance factor.

Head of Household: The head of household is the adult member of the household who is designated by the family as head and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law may be designated as head of household.

Homelessness: A person or family who lacks a permanent, regular, adequate nighttime residence, or has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), or an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not ordinarily used as a sleeping accommodation for human beings. A homeless family does not include anyone imprisoned or detained pursuant to Federal, State, or local law or an Act of Congress.

Household: A household is comprised of the assisted family unit and all other members who have been approved by the Housing Authority to live with the family. While live-in aides, foster children and foster adults all may qualify as household members, they are not considered part of the family unit, and therefore are not entitled to benefits under the program.

Housing Quality Standards: The minimum quality standards for housing assisted under the Housing Choice Voucher program.

Involuntarily displaced family: Families who have been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Medical Expenses: The Housing Authority will define medical expenses consistent with the Internal Revenue Service (IRS) definition, per IRS Publication 502, "Medical and Dental Expenses (Including the Health Coverage Tax Credit).

Participant: A family receiving rental assistance under the HCV program.

Payment Standard: In accordance with HUD regulations, the payment standard for the family is the lesser of the payment standard allocated to the family based on family composition (subsidy

standards) or the payment standard for the size of the unit selected.

Preponderance of Evidence: A preponderance of evidence is evidence that is of greater weight or more convincing than the evidence that is offered in opposition; it is based on the more convincing evidence and its probable truth or accuracy, and not on the amount of evidence. Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Priority within Rank: Priority among families of equal rank will be determined by date and time of application. In addition, the Housing Authority may designate other local priorities that take precedence over chronology.

TTP: The total tenant payment is the greatest of 10% of the family's gross monthly income, 30% of the family's adjusted monthly income or the minimum rent.

Utility Allowance: In accordance with HUD regulations, a utility allowance schedule is maintained for purposes of establishing the estimated utility costs for utilities and services that are necessary to provide housing that complies with Housing Quality Standards. Revisions to the utility allowance schedule are made according to HUD regulations and requirements.

Visitor: A person(s) who is not a household member, who does not exhibit a pattern of inhabiting the unit on a regular basis and can provide verification of permanent housing elsewhere.

| SECTION XIV.

ATTACHMENTS

The following attachments outline Housing Authority policies and procedures, and are a part of this Administrative Plan:

- A. Family Unification Program Action Plan
- B. Family Obligations
- C. Family Self-Sufficiency Action Plan
- D. Criminal Activity Policy
- E. Informal Hearing Procedure
- F. Violence against Women Act
- G. Shasta County Housing Authority Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking
- H. Veterans Affairs Supportive Housing
- I. Code of Conduct
- J. Furthering Fair Housing

HOUSING AUTHORITY RESOLUTION NO. 2018 - _____

**A RESOLUTION OF THE HOUSING AUTHORITY
OF THE COUNTY OF SHASTA
ADOPTING REVISIONS TO THE HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN**

WHEREAS, the Housing Authority of the County of Shasta administers the Housing Choice Voucher Program in accordance with regulations and guidelines set forth by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the Housing Authority of the County of Shasta must adopt a Housing Choice Voucher Program Administrative Plan (“Administrative Plan”) that establishes local policies and procedures for implementing the Housing Choice Voucher Program; and

WHEREAS, the Housing Authority approved and adopted the Administrative Plan on, June 27, 2017 which it now wishes to amend and modify in order to establish necessary policies and procedures, including but not limited to local discretionary policies such as changes in the obligations of the family, waiting list preferences, administering Project Based Vouchers, Manufactured Home Vouchers and Homeownership Vouchers; and

WHEREAS, the Administrative Plan must comply with applicable HUD regulations set forth in Title 24 of the Code of Federal Regulations, part 982, section 982.54, and parts 903 and 983; and

WHEREAS, HUD requires the Housing Authority of the County of Shasta to adopt an Administrative Plan for continued receipt of federal funds.

NOW, THEREFORE, BE IT RESOLVED that the Housing Authority of the County of Shasta hereby approves and adopts the Housing Choice Voucher Program Administrative Plan as amended on December 11, 2018, and which is attached hereto as Exhibit A.

DULY PASSED AND ADOPTED this 11th day of December, 2018 by the Housing Authority of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LES BAUGH, CHAIRMAN
Housing Authority
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: December 11, 2018

CATEGORY: Regular - General Government-6.

SUBJECT:

Adopt a Resolution to Reappoint Rubin E. Cruse, Jr. as County Counsel to a Four-Year Term Commencing January 7, 2019

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Lawrence G. Lees, County Executive Officer (530) 225-5561

STAFF REPORT APPROVED BY: Lawrence G. Lees, County Executive Officer

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

RECOMMENDATION

Adopt a resolution, pursuant to Government Code §27640 and §27641, which reappoints Rubin E. Cruse, Jr. as County Counsel for a four-year term commencing on January 7, 2019 at Step “F” of the position classification.

SUMMARY

N/A

DISCUSSION

The Board adopted Resolution No. 2016-144 to approve the appointment of Mr. Cruse as the County Counsel for a four-year term commencing on January 3, 2017. Mr. Cruse has been an employee of the County of Shasta since 1998 and has served as County Counsel for the past eight years. Approval of the proposed resolution will extend the appointment until January 7, 2023.

ALTERNATIVES

The Board may choose not to accept the recommendation and provide further direction to staff.

OTHER AGENCY INVOLVEMENT

County Counsel approved the resolution as to form. The County Administrative Office prepared the Recommendation.

FINANCING

Associated costs are included in County Counsel’s Adopted Budget. There is no additional impact to the General Fund associated with approval of the Recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	10/31/2018	Resolution

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
REAPPOINTING RUBIN E. CRUSE, JR., AS COUNTY COUNSEL
FOR A FOUR-YEAR TERM**

WHEREAS, Government Code sections 27640 and 27641 authorize the Board of Supervisors (Board) of the County of Shasta to appoint Rubin E. Cruse, Jr., to the position of County Counsel for a four-year term; and

WHEREAS, the Board adopted Resolution No. 2016-144 on December 13, 2016 to appoint Rubin E. Cruse, Jr. to the position of County Counsel for a four-year term commencing on January 3, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Shasta that Rubin E. Cruse, Jr., be and is hereby reappointed County Counsel for the County of Shasta, for a four-year term commencing on January 7, 2019 at pay step "F" of the position classification.

BE IT FURTHER RESOLVED, that this resolution shall take precedence over Resolution No. 2016-144.

DULY PASSED AND ADOPTED this 11th day of December, 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: December 11, 2018

CATEGORY: Regular - General Government-7.

SUBJECT:

Report from Economic Development Corporation

DEPARTMENT: Administrative Office

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

Take the following actions: (1) Receive a presentation from Tony Giovaniello, President of the Shasta Economic Development Corporation, regarding a request for Shasta County's participation in a Revenue Guarantee for United Airlines to commence service from Redding to Los Angeles; and (2) provide direction to staff.

SUMMARY

N/A

DISCUSSION

Local business and community partners are working to regain airline service from Redding Municipal Airport to Los Angeles International Airport. The Shasta Economic Development Corporation (EDC) has secured a contingent commitment from United Airlines to commence this service in March 2019. The contingency is dependent on a revenue guarantee of \$1 million. If certain performance levels required by United Airlines are not reached, United Airlines may draw upon the \$1 million. If performance levels reach or exceed the established threshold, the \$1 million will not be drawn upon. Due to the number of regions already competing for similar service, the EDC stated that it is unlikely that this service will commence without a revenue guarantee in place.

The EDC has secured approximately \$784,000 from other community partners. The EDC has requested that the Board of Supervisors approve a \$50,000 contribution to the revenue guarantee fund. Funds would need to be made available on or before January 15, 2019.

ALTERNATIVES

The Board may provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

None.

FINANCING

Support for the Revenue Guarantee could have an impact on the General Fund.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Regular - Health and Human Services-8.

SUBJECT:

Agreement with Empire Hotel EHARC, Inc. dba Empire Recovery Center to Provide a Sobering Center

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Empire EHARC, Inc. dba Empire Recovery Center in the amount of \$476,200 to provide a Sobering Center Fee-For-Service program for the period date of signing through December 31, 2020.

SUMMARY

The proposed agreement will allow Empire EHARC, Inc dba Empire Recovery Center (Empire) to open and operate a Sobering Center (Center) to help individuals experiencing active intoxication in accessing a path to recovery, and as an alternative to incarceration or hospitalization.

DISCUSSION

The Whole Person Care (WPC) Grant Pilot program serves Medi-Cal beneficiaries who are high utilizers of our local hospitals and who are homeless or at risk of homelessness. One component of the program approved by the Board on December 6, 2016, was the establishment of a Sobering Center.

Critical overcrowding of the emergency departments in Redding are impacted due to housing of intoxicated individuals who require time to sober up before being discharged. The Center provided through this agreement will offer an alternative to hospitalization for individuals who are intoxicated but are not in need of further medical-attention or evaluation. The Center will also provide an alternative to local law enforcement in handling of individuals who are intoxicated but don't otherwise require incarceration.

Center services will include hydration, light meals, personal hygiene facilities, needs assessments, and monitoring and management of symptoms of intoxication. Referrals to the Center will be accepted from County designated referral sources; primarily local hospital emergency rooms and local law enforcement. Walk-in and self-referrals are not included in the proposed agreement. Individuals who receive services at the Center will also be given referrals to resources appropriate to the individual's needs and will be encouraged to seek treatment from appropriate drug and alcohol services.

The agreement was delayed in part due to the unusual nature of the grant funding, and the services being provided. There is a

need to start services as quickly as possible in order to both comply with State requirements and maximize available WPC funding including \$120,000 for delivery infrastructure set-up, also referred to as "startup" costs. This amount is available due to approval from the state to use funds for an earlier year of the grant related to the creation of a Sobering Center. This has resulted in contract development happening concurrent with program planning and development.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FINANCING

Fee-For-Service payments are based on contacts, not to exceed 650 per year, and milestone achievements. Appropriations for these services are provided through the WPC grant agreement and are included in the Fiscal Year 2018-19 Adopted Budget. Appropriations for subsequent years will be included in future Health and Human Services Agency budget requests. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Empire Recovery Agreement	12/4/2018	Empire Recovery Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
EMPIRE HOTEL, EHARC, INC. dba EMPIRE RECOVERY CENTER**

This agreement 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 Empire Hotel, EHARC, Inc. dba Empire Recovery Center ("Consultant"), a California corporation, for the purpose of providing sobering center services (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITIONS.

- A. **Client** means an individual who is intoxicated and might otherwise be detained by law enforcement and/or utilize a hospital emergency department ("ED") for issues related to intoxication and receives Center services.
- B. **Designated Referral Source** are those entities and individuals authorized by County to bring intoxicated individuals to the Center. Designated Referral Sources may include Redding Police Department, Shasta County Sheriff's Office, EDs, other emergency services personnel or designated outreach teams.
- C. **Fee-for-Service ("FFS")** is the payment model by which the Consultant will be paid for Center services rendered as delineated in Sections 2.A.5 through 2.A.10 of this agreement.
- D. **FFS Contact** means a Client who receives Center services.
- E. **Sobering Center ("Center")** is a safe, short-term location specializing in the monitoring and management of persons who are under the influence of alcohol and/or drugs as an alternative to being jailed or taken to an ED. Purpose is to minimize hospitalizations and incarcerations, helping individuals experiencing active intoxication with access to a path to recovery.
- F. **Quality Review Committee ("Committee")** consists of representatives from Consultant, County and Designated Referral Sources. The purpose of the Committee is to review timeliness and utilization of data, review adherence to contract terms and performance standards, conduct case review and care coordination, and to conduct process improvement activities.
- G. **Whole Person Care Program ("WPC")** is a program that provides each participant with connection to a patient centered health home, a case management system that is supportive in accessing medical and social non-medical services, referral to outpatient and/or residential substance use treatment services when clinically indicated, and stable housing that supports both behavioral and physical health.
- H. **WPC Pilot Team ("WPC Pilot Team")** is a committee comprised of County and Consultant or designees who design and implement the WPC Program. Sobering Center topics will focus on barrier identification and resolution, next steps for substance use disorder services treatments, housing services, and case management.

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

1. Research and document various sobering center models by visiting up to three existing sobering centers.
2. Develop Center protocols and WPC reporting forms with final approval from County, including minimum medical clearance information that Consultant will require from Designated Referral Sources for consideration and/or admission to the Center.
3. Possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, State of California, County of Shasta, and all other appropriate governmental agencies, including any staff certifications and credentials required by County.
4. Provide a minimum of two on-duty awake staff members onsite at all times to monitor Clients admitted and receiving Center services.
5. Provide Center services 24 hours per day, 365 days per year, with up to a 3-bed capacity and an average length of stay of 6 to 12 hours.
6. Accept or reject referrals from Designated Referral Sources as deemed appropriate by Center staff in accordance with admission protocols developed by Consultant pursuant to Section 2.A.2 above.
7. Assess individuals for eligibility to and appropriateness of Center services. Eligibility criteria are as follows:
 - a. 18 years of age and older,
 - b. Agreeable and non-combative,
 - c. Ambulatory and able to shower independently,
 - d. Verbally responsive and able to communicate,
 - e. Does not suffer from any sleep disorders,
 - f. Possesses written medical clearance information from a licensed medical professional that satisfies admission protocols established by Consultant indicating the individual is safe to receive Center services in a non-medical setting, and
 - g. Is not a self-referral/walk-in.
8. Ensure each Client, at any time during Client's stay, completes a **Sobering Center Client Authorization and Release, Exhibit A**, attached and incorporated herein, unless Client refuses or is otherwise unable to complete the form.
9. Ensure Clients determined eligible to Center services are referred to and/or linked with appropriate resources including, but not limited to those that address the following:
 - a. Substances of use,
 - b. Physical health issues,
 - c. Mental health issues,
 - d. Biological, psychological, and social needs,
 - e. Motivation to continue treatment,
 - f. Detoxification services, and

- g. Eligibility to WPC Program services.
- 10. Provide Clients with hydration, light meals, and access to personal hygiene facilities.
- 11. Provide monthly reports to County, no later than the 15th of the month following the month services are delivered. Reports shall be deidentified and include no less than the following information:
 - a. Total number of Clients served,
 - b. Total number of unique Clients served,
 - c. Duration of stay for each Client,
 - d. Disposition of and/or referrals made for each Client, and
 - e. Total number of Clients referred to detoxification services who stayed at least 72 hours.
- 12. Participate in monthly WPC Pilot Team meetings and quarterly Committee meetings.
- B. By signing this agreement, acknowledge that Consultant has read and understands and shall comply with all applicable terms and conditions of California Department of Health Care Services Agreement No. 16-14184-SH-45, attached to this agreement as **Exhibit B** and incorporated by this reference.
- C. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Review and approve Center protocols and reporting forms developed by Consultant.
- B. Notify Consultant of approved Designated Referral Sources.
- C. Verify Designated Referral Sources have protocols in place for the provision of written medical clearance that comply with Center's minimum medical clearance requirements as set forth in Center protocols.
- D. Convene and facilitate monthly WPC Pilot Team meetings and quarterly Committee meetings.
- E. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and monitor the outcomes achieved by Consultant.

Section 4. COMPENSATION.

- A. County shall compensate Consultant as follows:
 - 1. Research existing sobering centers completed by December 31, 2018 in accordance with Section 2.A.1., to be paid at a rate of \$5,000 per sobering center visit, in an amount not to exceed \$15,000.
 - 2. Develop Center protocols and reporting forms and begin provision of Center services by December 31, 2018, in accordance with Sections 2.A.2. and 2.A.5. through 2.A.10., in an amount not to exceed \$120,000.
 - 3. A rate of \$250 per FFS Contact shall be paid, not to exceed 650 contacts per calendar year, in an amount not to exceed \$162,500 per calendar year.
 - 4. Participate in WPC Pilot Team meetings and Committee meetings occurring on or before December 31, 2018 in accordance with Section 2.A.14. to be paid at a rate of \$500 per meeting in an amount not to exceed \$12,500.
 - 5. Onetime incentive payments to be paid at a rate of \$37.50 for each Client Consultant enrolls in the WPC program, enters into Consultant's detoxification program, and stays a minimum of 72 consecutive hours, in an amount not to exceed \$7,500.
- B. In no event shall the maximum amount payable under this agreement exceed \$476,200.
- C. Consultant's violation or breach of agreement terms may result in withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to HHSA Business & Support Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation for the items delineated in Section 4 of this agreement. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

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

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party 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 County Executive Officer, Health and Human Services Agency (HHS) Director, or any HHS Branch Director as designated by the HHS Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

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

- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and HHSA Director, or any HHSA Branch Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 11. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person

employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier

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

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

"Separation of Insureds.

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

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

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital

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

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

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

Redding, CA 96001
Phone: (530) 243-7470
Fax: (530) 243-7477

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

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

Section 25. 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 26. 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 27. CONFIDENTIALITY OF CLIENT 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. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this 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 29. USE OF COUNTY PROPERTY.

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

Section 30. FINANCIAL RECORDS.

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

Section 31. APPLICATION OF OTHER AGREEMENTS.

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Whole Person Care Agreement between the County of Shasta and the California Department of Health Care Services, Contract No. 16-14184-SH-45 (**Exhibit B**).

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: Alan B. Cox 12/4/18
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 12/04/18
Risk Management Analyst

CONSULTANT

Date: _____

James Montgomery, President

Date: _____

Anne Happ, Secretary

Tax I.D.#: On File

EMPIRE RECOVERY CENTER
SOBERING CENTER CLIENT AUTHORIZATION AND RELEASE

In consideration of being permitted to receive services at the Sobering Center (Center) on _____, I, _____, give to Empire
[date] [printed name of Client]

Recovery Center and the County of Shasta acting through its Health and Human Services Agency and their respective employees, officers, elected officials, agents, legal representatives, licensees, and assignees the following authorization and release.

I give Empire Recovery Center the unrestricted right and permission to review my medical information in order to receive services at Center as deemed necessary by Empire Recovery Center.

I hereby release, discharge and agree to save harmless Empire Recovery Center and the County of Shasta and all persons functioning under their respective permission or authority from any liability associated with receiving services at Center.

I waive any claim regarding breach of confidentiality regarding any personal information or personal health information obtained while receiving services at the Center.

I hereby affirm that I have read this authorization and release, prior to its execution, that I am at least 18 years of age, and that I fully understand the contents thereof. I am aware that this release is a full release of all liability and voluntarily execute it. This agreement is binding upon me and my heirs, legal representatives and assigns. The undersigned expressly agrees that this release is intended to be as broad and inclusive as permitted by California law.

Client Signature

Date

Staff Signature

Date

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

WHOLE PERSON CARE AGREEMENT

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

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

The parties agree:

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

Section 6: Attestations and Certification

6.1 Attestation

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

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

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

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

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

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

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

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

B. WPC Pilot Program Agreement

Notice

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

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

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

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

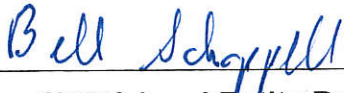
County of Shasta
Contract No. 16-14184-SH-45

1. **Nondiscrimination.** Pursuant to Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, Contractor shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not, cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through DHCS.
2. **Term and Termination.** This Agreement will be effective from the date both DHCS and Contractor have executed this Agreement and terminate on June 30, 2021 unless the application is renewed or the WPC Pilot program is extended, or the WPC pilot is terminated in accordance with procedures established pursuant to STC 120 and Attachment HH thereof.
3. **Compliance with Laws and Regulations.** Contractor agrees to, and shall also require and ensure its subcontractors to, comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code, and any applicable rules or regulations promulgated by DHCS pursuant to these chapters. Contractor agrees to, and shall also requires its subcontractors to, comply with all federal laws and regulations governing and regulating the Medicaid program.
4. **Fraud and Abuse.** Contractor agrees, and shall also require its subcontractors to agree, that it shall not engage in or commit fraud or abuse. "Fraud" means intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. "Abuse" means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.
5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
6. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matters of this Agreement.
7. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.

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

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

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

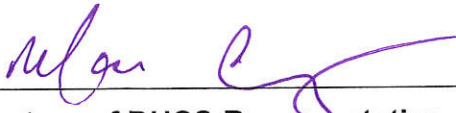


Signature of WPC Lead Entity Representative

Date November 16, 2016

FOR
Name: Pam Giacomini

Title: Chairman, Board of Supervisors County of Shasta



11/21/16

Signature of DHCS Representative

Date

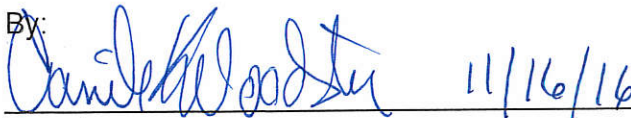
Name: Mari Cantwell

Title: Chief Deputy Director, Health Care Programs

Attest

Lawrence G. Lees, Clerk of the Board of Supervisors

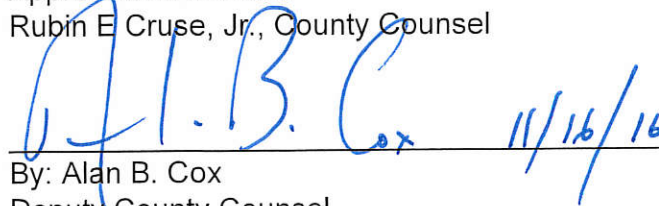
By:

 11/16/16

Deputy

Approved as to form:

Rubin E Cruse, Jr., County Counsel

 11/16/16

By: Alan B. Cox

Deputy County Counsel

Risk Management Approval

By:  11/16/16

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

Whole Person Care Agreement

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

I. Recitals

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

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

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

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

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

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

II. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

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

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

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

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

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

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

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

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

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

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

E. Business Associate's Agents and Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Obligations of DHCS

DHCS agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement

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

1. Failure to detect or

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

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

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

VI. Termination

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

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

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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

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

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

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

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

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

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

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

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

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

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

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

HIPAA BAA
Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

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

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

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

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

II. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Audit Controls

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

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

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

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

IV. Business Continuity / Disaster Recovery Controls

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

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

V. Paper Document Controls

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

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

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

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

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

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

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

Whole Person Care Pilot Application**Section 1: WPC Lead Entity and Participating Entity Information**

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

1.1 Whole Person Care Pilot Lead Entity and Contact Person

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

1.2 Participating Entities

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

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

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

1.3 Letter of Participation and Support

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

Section 2 – General Information and Target Population

2.1 Geographic Area, Community and Target Population Needs

Geographic Area

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

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

Community and Target Population Needs

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

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

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

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

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

Overview of Whole Person Care Pilot in Shasta County

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

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

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

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

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

Community Engagement in Planning

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

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

2.2 Communication Plan

Collaborative Leadership

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

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

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

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

Cross Agency Coordination

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

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

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

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

2.3 Target Population(s)

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

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

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

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

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

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

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

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

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

3.1 Services, Interventions and Care Coordination

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

Medical Services

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

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

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

Behavioral Health Services

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

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

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

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

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

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

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

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

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

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

Coordinated Entry and Housing Services

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

The strategic plan promotes Coordinated Entry as a key strategy for Shasta County. Coordinated Entry creates a centralized system for effectively prioritizing and matching people to the resources they need to regain housing or never become homeless in the first place. The planned coordinated entry approach will utilize one consolidated assessment tool that measures housing and health care, behavioral health and other needs across all provider entities included in the pilot. Through the coordinated entry approach WPC participants will be referred to housing case managers trained to assist participants in finding and maintaining stable housing. Under the WPC pilot the housing case managers would build collaborative relationships with the county agencies, Drug Medi-Cal providers and the intensive medical case managers serving WPC enrollees to ensure an efficient referral process and coordinate housing supports with the mental health and substance use treatment services and patient-centered health homes services. WPC pilot funding will be used to enhance the case management services offered to individuals, such as contracting with a local non-profit to employ a volunteer coordinator who will recruit and train volunteers as case manager extenders to make regular contact with individuals housed through the project. Collaboration between agencies will help to prioritize housing vouchers for WPC enrollees to ensure rapid re-housing of participants or help prevent homelessness before that occurs. A more comprehensive Homeless Management Information System (HMIS) computer software product will be implemented among service providers to better collect and share data about homeless individuals and case management services.

Other Social Non-Medical Services

In addition to housing services, other social non-medical services will be integrated into the services and interventions to support the WPC pilot participants. The mental health resource

center will be the primary hub for coordinating these services, which may include enrollment in CalFresh, General Assistance and other public benefit programs, employment skills training, parenting classes, and other services as identified.

3.2 Data Sharing

The WPC Pilot program will employ three primary sources of data on program participants to coordinate services, monitor progress and assess performance and outcomes on identified metrics. These sources include health plan claims data provided by Partnership HealthPlan of California (PHC), electronic health records maintained by HHSA and FQHCs for primary care and behavioral health services and outcomes, program reports from case managers and other pilot partners, and HMIS.

PHC currently provides select providers in their primary care network with information on the highest cost members through their Intensive Outpatient Care Management program. Under the WPC pilot, similar strategies to identify members that are eligible for enrollment in the pilot will be explored. Bi-directional data sharing will include:

- Partnership HealthPlan will provide lists of WPC pilot potentially eligible health plan members to FQHCs for outreach.
- FQHCs will send PHC information on WPC pilot participant for formal enrollment into WPC pilot program.
- FQHCs will track services provided to WPC pilot participants in an excel workbook (modeled after practice under the IOPCM program). Program reports will be prepared and shared with Shasta County HHSA and PHC.

PHC will also support measurement on the universal and variant metrics described in this application for the population of WPC pilot enrolled participants. HHSA will request claims data for WPC enrolled participants for identified pilot metrics for inclusion in WPC pilot program reports in accordance with requirements outlined in the STC and program reporting guidelines.

The two hospital partners will also be involved in bi-directional data sharing activities. Through collaborative data sharing activities between the hospitals, the managed care plan and the FQHCs, information on ED visits, hospital admissions and hospital discharges will be provided to FQHCs for WPC participants in a timely manner. This will assist medical case managers in their work with WPC participants to plan and achieve shared goals.

Any data sharing activities related to Personal Health Information/Personal Information (PHI/PI), mental health or substance use disorder services information, between HHSA, Partnership HealthPlan, and participating network providers will comply with all applicable state and federal law. Required patient consent to share information across provider entities will be obtained as appropriate to support data sharing activities.

The Shasta County HHSA Adult Services Branch operates the specialty mental health plan. Cerner is the electronic health record used for services provided through the County specialty

mental health clinics. As permitted by all relevant state and federal law protecting privacy, information on individuals served through county-operated specialty mental health services may be shared with the mental health resource center in order to coordinate the plan of care across service sites and teams.

The mental health resource center, which will be operated by Hill Country Health & Wellness Center, will use Centricity Practice Management Solutions, their electronic health record, to track patient activity and services. Additional data system capabilities will be needed to track resource center activities and outcomes. Identification and implementation of the system will be completed during Program Year 2 of the WPC Pilot. Shasta Community Health Center utilizes NextGen as their electronic health record and will be the primary source of clinical data on WPC participants that are assigned members. In addition to data in the health center EHR systems, Shasta County is part of a 12-county Health Information Exchange (HIE) operated by SacValley MedShare. The HIE is in early stages but will be a focus for the WPC pilot in building capacity across health systems and providers to coordinate and integrate care.

The Redding Area Homelessness Coalition Project worked with HomeBase to document the costs and impact of homelessness in Shasta County. The study finds that Shasta County's financial cost for responding to homelessness is \$34.2 million annually. The Coalition is establishing a strategic plan to respond to homelessness in Shasta County. A priority outlined in the plan is to "Implement a community-wide system for data collection and performance measurement". The WPC pilot provides the opportunity to ensure coordination of the HMIS system with the health and other social non-medical services that will be required to adequately respond to the needs of homeless individuals. Shasta County will implement an expanded HMIS, with greater participation across the County. The housing case managers will be active users of the system along with other homeless service providers. In addition, the WPC pilot staff will explore extending access as appropriate for the mental health resource center case management coordinator and clinical staff to support the continuum of services provided to WPC pilot participants.

Section 4: Performance Measures, Data Collection, Quality Improvement and Ongoing Monitoring

4.1 Performance Measures

Shasta County HHS has established performance measures that utilize both qualitative and quantitative data to monitor implementation of the pilot and achievement of pilot goals. The performance measures outline the impact of the WPC pilot interventions and services for the target population on related health outcomes and health care utilization. Variant metrics selected are currently reported under PHC Quality Improvement Program (QIP) or HEDIS reporting and therefore have gone through extensive clinical review in the region. Responsibility for collecting process and outcome data is shared among the lead entity, the Shasta County Health and Human Services Agency (HHS), and participating community

partners. Shasta County HHSA will adapt existing data collection tools and protocols for measuring performance over the five-year pilot period.

Shasta County HHSA will hire two primary personnel to provide administrative management of the pilot. The Community Development Coordinator and data analyst (Senior Agency Staff Services Analyst) will be responsible for day-to-day monitoring and management of all pilot contractors, activities, and reporting. HHSA will be responsible for collecting and aggregating pilot data related to the universal and variant metrics identified below and reporting of pilot program data to DHCS. The HHSA pilot staff members will also lead PDSA activities in collaboration with pilot partner entities to support achievement of pilot targets.

HHSA WPC Pilot staff will work with Partnership HealthPlan of California (PHC) to review claims data to support ongoing assessment of pilot program performance and reporting on identified universal and variant metrics. HHSA staff will also work with the two FQHCs to collect clinical and patient encounter data from electronic medical records to support performance measurement and report.

The Shasta County WPC Pilot includes a housing component and as such a variant metric related to housing has been identified to assess performance. HHSA staff will work with the Continuum of Care (CoC) collaborative and relevant partner entities with responsibility for the HMIS as well as with housing case managers to develop data collection and reporting processes that are aligned with the identified metric.

4.1.a Universal Metrics

Please check the boxes below to acknowledge that all WPC pilots must track and report the following universal metrics. Please list the WPC pilot goal for each metric.

- ☒ Health Outcomes Measures
- ☒ Administrative Measures

Health Outcomes Measures

1. Ambulatory Care – Emergency Department Visits [Adults] (HEDIS).
Pilot Goal: Reduce emergency department visits for the WPC target population by 10% per year.
2. Inpatient Utilization – General Hospital/Acute Care [Adults] (HEDIS).
Pilot Goal: Reduce inpatient Utilization for the WPC target population by 10% per year.
3. Follow-up After Hospitalization for Mental Illness [Adult] (HEDIS).
Pilot Goal: Increase follow-up within 7 days post-discharge for Mental Illness [Adults] for the WPC target population by 5% per year.
4. Initiation and engagement of alcohol and other drug dependence treatment [Adults] (HEDIS).

Pilot Goal: Increase initiation and engagement of AOD dependence treatment for WPC target population by 3% per year.

Administrative Measures

1. Proportion of participating beneficiaries with a comprehensive care plan, accessible by the entire care team within 30 days of enrollment in WPC pilot.

Pilot Goals:

- a) Achieve 75% of participating beneficiaries with a comprehensive care plan within 30 days of enrollment in the pilot.
- b) Achieve 50% of participating beneficiaries with a comprehensive care plan within 30 days of the beneficiary's anniversary of participation in the pilot (to be conducted annually).

2. Care coordination, case management, and referral infrastructure.

Pilot Goals:

- a) Submit documentation demonstrating the establishment of care coordination, case management and referral policies and procedures across the WPC Pilot lead and all participating entities, which provide for streamlined beneficiary case management by June 30, 2017.
- b) Establish an oversight process to review compliance across the WPC Pilot lead and all participating entities with the policies and procedures by June 30, 2017.
- c) Establish a method to compile and analyze information and findings from the monitoring procedures and a process to update policies and procedures by December 31, 2017.

3. Data and information sharing infrastructure.

Pilot Goals:

- a) Submit documentation demonstrating the establishment of data and information sharing policies and procedures across the WPC Pilot lead and all participating entities that provide for streamlined beneficiary care coordination, case management, monitoring, and strategic improvements, to the extent permitted by applicable state and federal law, by December 31, 2017.
- b) Establish monitoring procedures for oversight of how the WPC Pilot lead and all participating entities are operationalizing policies and procedures for data and information sharing – including 1) a process for regular review to determine any needed modifications, and 2) utilization of PDSA with measurement and testing necessary changes a minimum of semi-annually – by December 31, 2017.
- c) Establish a method to compile and analyze information and findings from the data and information sharing monitoring procedures, and a process to update the data and information sharing policies and procedures in a streamlined manner and within a reasonable timeframe in accordance with PDSA findings by December 31, 2017.

4.1.b Variant Metrics

Variant Metric	Numerator	Denominator	PY 1 Baseline	PY2	PY3	PY4	PY5
Variant Metric 1 Administrative: Average number of monthly contacts by WPC pilot case manager per WPC Participant.	Total number of contacts per month	Total number of WPC participants	1	Up to 300% improvement over PY1	Up to 15% improvement over PY2	Up to 10% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 2: Comprehensive diabetes care: HbA1c Poor Control <8%	Within the denominator, who had HbA1c control (<8.0%)	Members 18-75 years of age with diabetes (type 1 and type 2)	47.1%	Maintain baseline	Up to 5% improvement over PY2	Up to 5% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 3: Depression Remission at 12 Months (NQF 0710)	Adults who achieved remission at twelve months as demonstrated by a twelve month (+/- 30 days) PHQ-9 score of less than five	Adults age 18 and older with a diagnosis of major depression or dysthymia and an initial PHQ-9 score greater than nine during an outpatient encounter	15%	Maintain baseline	Up to 5% improvement over PY2	Up to 5% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 4: NQF: 0104 Suicide Risk Assessment	Patients who had suicide risk assessment completed at each visit	All patients aged 18 years and older with a new diagnosis or recurrent episode of Major Depressive Disorder	0%	Maintain baseline	Up to 5% improvement over PY2	Up to 5% improvement over PY3	Up to 5% improvement over PY4
Variant Metric 5: Housing: Permanent Housing	Number of participants in housing over 6 months	Number of participants in housing for at least 6 months	5%	Up to 5% improvement over PY1	Up to 10% improvement over PY2	Up to 15% improvement over PY3	Up to 15% improvement over PY4

4.2 Data Analysis, Reporting and Quality Improvement

Shasta County HHSA staff will develop and document data collection, reporting and analysis procedures for the WPC Pilot interventions, strategies, and participant health outcomes. To the extent possible, analysis of return on investment for the WPC Pilot will be analyzed using Partnership HealthPlan claims data and other data as identified under the pilot.

Program data related to interventions will be collected through the following sources:

- Intensive Medical Case Managers – will be required to report on all WPC Pilot activities including contacts with WPC enrolled participants, engagement in outreach activities, and related outcomes for WPC participants.
- Housing Case Managers – will be required to report on all WPC Pilot activities including contacts with WPC enrolled participants, engagement in outreach activities, and related outcomes for WPC participants.
- Mental Health Resource Center – will be required to submit data on WPC participants served and utilization of behavioral health services.
- Sobering Center – will be required to report utilization data on number of unduplicated individuals served and length of stay.

Initially, WPC Pilot data will be collected through standardized reporting templates (excel spreadsheet) developed by the HHSA Data Analyst. The reporting templates will be designed to collect data related to the metrics identified above and additional data required for pilot budget management. These processes are currently utilized to manage contractors, including Full Service Partnership (FSP) contractors. Dashboards on services provided will be produced and analyzed to monitor performance, assess gaps and evaluate impact on outcomes.

HHSA will explore during PY 2 opportunities to procure a data system that can support collection of relevant WPC pilot data across services, interventions and existing data systems (e.g. CalOMS, HMIS, EHR/HIE). This may include purchasing licenses for a software solution that can be implemented across agencies.

A Utilization Review Committee will be convened to review and inform data analysis and ongoing monitoring of performance. This committee will inform WPC pilot PDSA activities developed under the pilot to address areas for improvement. The managed care plan, Partnership HealthPlan, as well as other required project partners will participate in PDSA activities. The Utilization Review (UR) Team will review data collected from across the provider entities involved the pilot. These meetings will convene staff across all WPC pilot provider entities, including the FQHCs, Housing case managers, Hospitals, and the health plan. The Community Development Coordinator and Data Analyst (ASSA) will convene meetings monthly during PY 1 and 2 with the option to move these meetings to quarterly in PY 3- 5 once systems are established.

4.3 Participant Entity Monitoring

Shasta County HHSA is the lead entity for the WPC Pilot and will be responsible for monitoring of all contracted provider entities. The Community Development Coordinator will conduct

oversight and monitoring of all contractors in accordance with Shasta County contracting policies and procedures. A clear scope of work with all deliverables, timelines and specification of services will be developed for each contractor. The Community Development Coordinator will meet with contracted entities on a routine basis (at least annually) to assess performance, provide technical assistance when a contractor is not meeting the identified terms of the contract, and to impose corrective action if required. Shasta County maintains the right to terminate any contracted entity that is not able to meet the terms of correction actions or the agreed upon scope of work.

Section 5: Financing

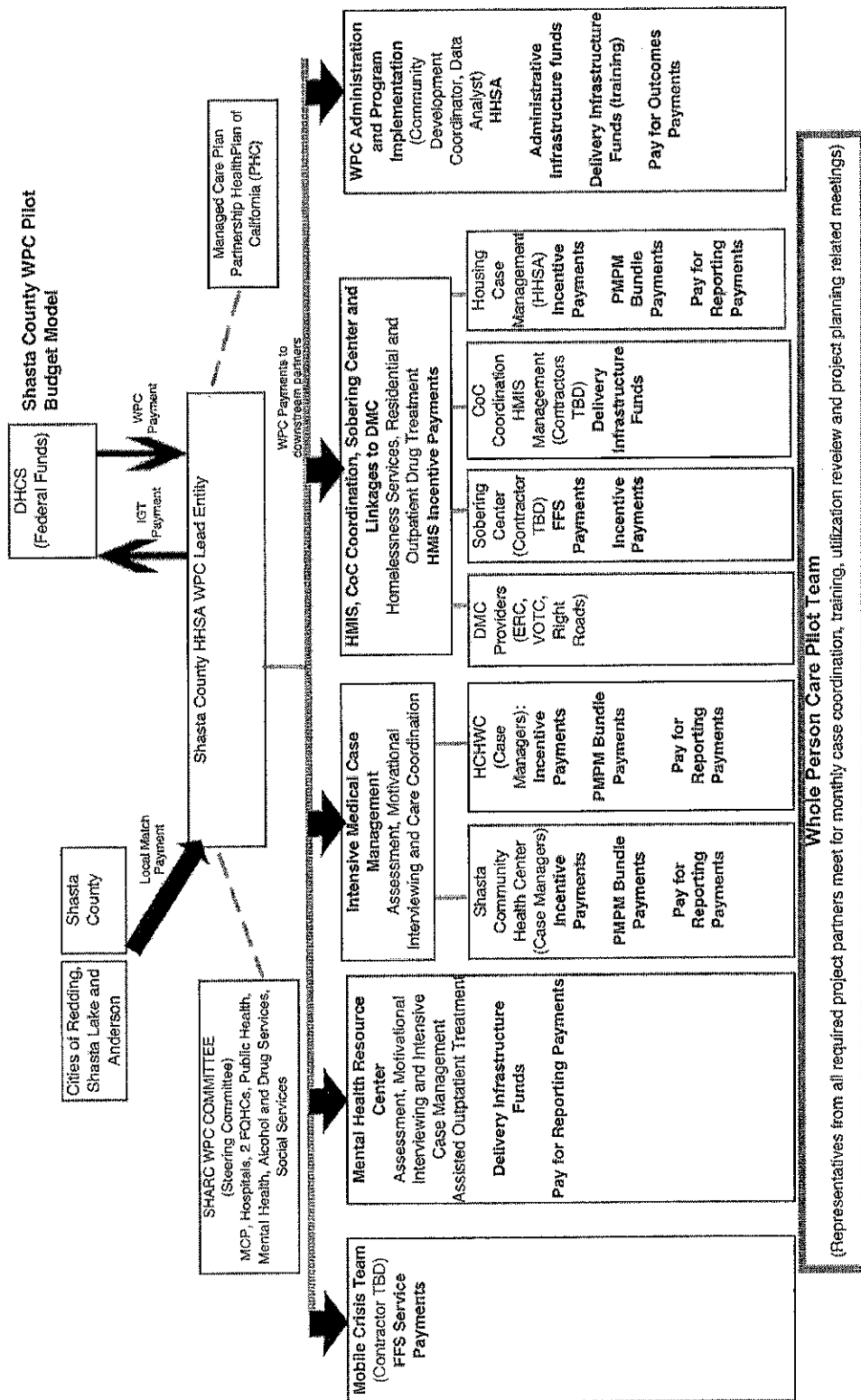
5.1 Financing Structure

Local funds for the WPC pilot will originate with the County of Shasta and the cities of Redding, Anderson, and Shasta Lake. Agreements between the County of Shasta and the three cities will be needed to transfer the city funds to the county for the pilot. The County of Shasta will conduct the procurement processes for contractors, and will develop contracts with the successful applicants. Shasta County HHS will transfer funds through the IGT process and receive the matched funds as part of the WPC payment, as illustrated in the budget model.

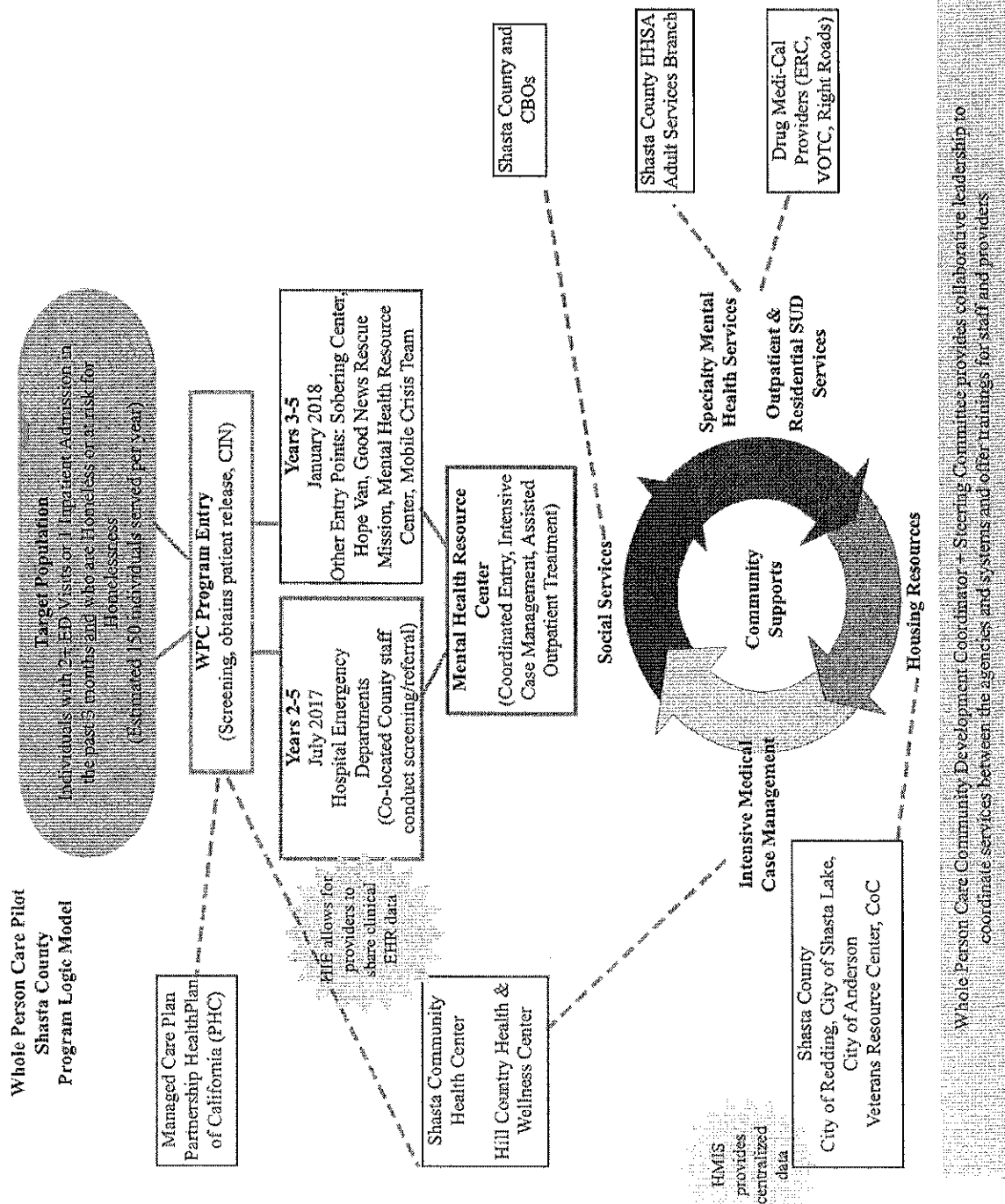
Payments to contractors will be in the form of (1) infrastructure payments based on cost, (2) fee-for-service payments, (3) Incentive payments, (4) PMPM bundled payments, and (5) Pay for Reporting. Payments will be made on a quarterly schedule based on invoices and reported deliverables. Payments will be tracked through the county's accounting system, and the capped compensation amounts in the contracts will assure that sufficient funds are available for the entire project. The county will use several local funding streams for local match, and will use revenue from year one of the pilot for cash flow until the federal match is reimbursed after PY2.

We will experiment with bundled or PMPM payment arrangements for intensive medical case management and housing case management. An important component of project management and oversight will be assisting case management teams with measuring the efficacy and cost effectiveness of various services and the impact of these services in reducing health care costs.

5.2 Funding Diagram



Managed care plan (MCP), FQHCs, Shasta County HHSA, Hospitals. Data Resources: Unique ID, PHC Claims, SacValley MedShare, HIMS, County Data Analyst



5.3 Non-Federal Share

The following entities will provide the non-federal share to Shasta County HHSA to be used for payments under the WPC pilot.

1. Shasta County Health and Human Services Agency
2. City of Redding
3. Shasta County Housing Authority
4. City of Anderson
5. City of Shasta Lake

5.4 Non-Duplication of Payments and Allowable Use of Federal Financial Participation

WPC Pilot payments shall support 1) infrastructure to integrate services among local entities that serve the target population; 2) services not otherwise covered or directly reimbursed by Medi-Cal to improve care for the target population such as housing components; and 3) other strategies to improve integration, reduce unnecessary utilization of health care services, and improve health outcomes.

Broadly speaking, the local funds and the federal WPC pilot match will be used to fund the projects described in this proposal. There will be some non-Medi-Cal clients served, and some services provided through the projects will be billable to Medi-Cal. HHSA and its contractors will track which enrolled individuals are enrolled in the WPC pilot to determine which are enrolled in Medi-Cal. Only the services rendered to Medi-Cal beneficiaries will be claimed for federal match through the WPC pilot. Only services that are not Medi-Cal billable will be claimed for federal match through the WPC pilot.

The vast majority of the activities and interactions of the care coordination teams will not duplicate Medi-Cal's targeted case management (TCM) benefit. Specifically, the medical case management and housing case management services and interventions depart significantly from the encounter-based structure of TCM, and in the vast majority of cases the counters between medical case management and housing case management teams and WPC participants would not be eligible for reimbursement under TCM. Shasta County Health and Human Services Agency does claim for Targeted Case Management (TCM), however the work is focused on families at risk of entering the child welfare system, and is conducted by a local non-profit called the Child Abuse Prevention Coordinating Council (CAPCC). CAPCC provides TCM services for parents of children three to five years of age who are enrolled in select state preschools. The vast majority of this population is quite distinct from the target population of the WPC Pilot, homeless adults with a mental illness or a substance use disorder. Any homeless families who are encountered by the CAPCC staff will be referred to the Family Stabilization program in CalWORKs, and not to the WPC Pilot. Moreover, the scope of care support and coordination activities available through WPC is intended to be more robust than available through Medi-Cal TCM. WPC teams will engage in activities such as relationship building, peer support, motivational supports, disease specific education, wellness education, and general reinforcement of health concepts, which are distinct from and outside the TCM benefit. WPC

will also provide direct social and other services that would not be recognized as TCM, such as benefits advocacy, housing transition services, and enhanced care coordination. For these reasons we have concluded that the vast majority of WPC Pilot activities will not duplicate services available through Medi-Cal TCM. However, in response to concerns of duplication of payment, we have applied a TCM budget adjustment to the medical case management to reduce our request for WPC funds. The TCM budget adjustment can be found in the corresponding service description.

5.5 Funding Request

In addition to this narrative, please see the attached WPC Pilot Application – Budget Summary document and the budget detail narrative documentation.

Funding from Shasta County's WPC pilot program is separated into the following main categories: Administrative Infrastructure, Delivery Infrastructure, Incentive Payments, PMPM Bundles, Pay for Reporting and Pay for Outcomes. Shasta County is requesting a total of \$3,898,678 per year for 5 years of the pilot program.

The funding requests for each year by budget categories are as follows:

- Program Year 1 – the requested budget amount of \$3,880,710 is for the submission of the application (\$2,910,553) and the required baseline data (\$970,178).
- Program Years 2 - 5 – the requested budget amount of \$3,880,710 is for the initial year of implementation and delivery of services under the WPC pilot program. It is anticipated the pilot will serve a total of 150 WPC participants.

Budget Category	Year 2	Year 3	Year 4	Year 5
Administrative Infrastructure	290,000	290,000	290,000	290,000
Delivery Infrastructure	2,177,291	1,518,529	1,518,529	1,518,529
Incentive Payments	55,250	55,250	55,250	55,250
FFS Services	646,088	646,088	646,088	646,088
PMPM Bundle	658,761	1,317,523	1,317,523	1,317,523
Pay for Reporting	37,800	37,800	37,800	37,800
Pay for Outcomes	15,520	15,520	15,520	15,520
Totals	\$3,880,710	\$3,880,710	\$3,880,710	\$3,880,710

The following activities are attributable to the identified budget categories:

1. **Administrative Infrastructure** includes HHSA personnel required for the day-to-day implementation, monitoring and evaluation of the WPC pilot program. The personnel included in administrative infrastructure will be responsible for data collection and program reporting, management of contract partners, management of program budgets and fiscal administration, and data analysis and PDSA activities. This category also includes costs for licensing software for HHSA personnel and partner entities to collect and analyze program

data and support reporting on pilot program metrics. Additional detail on the cost breakdown is included in the attached budget detail narrative.

2. **Delivery Infrastructure** includes funding for the mental health resource center, coordination of the Continuum of Care (CoC) for Redding and Shasta County, licensing of a new Homeless Management Information System (HMIS), and training for WPC pilot staff and partners to build capacity for cross agency coordination, educate staff on data and information sharing policies and procedures, and support data collection, reporting, and PDSA activities. Additional detail on the cost breakdown is included in the attached budget detail narrative. In PY2 50% of the costs for medical case management teams and housing case management teams are included in the delivery infrastructure line to allow for time spent developing the programs and establishing data sharing agreements across agencies.
3. **Incentive Payments** include the following:
 - HMIS incentive to input a homeless person's intake information into the Homeless Management Information System (HMIS). Estimate a total of 150 WPC participants per year and \$10 per HMIS entry. This activity will be conducted by CoC Coordinator and HHSA housing case managers. The incentive payments will be split as follows: 100 for CoC and 50 for housing case management based on completion of HMIS data entries.
 - Sobering Center incentive for each WPC enrolled participant in the sobering center who enters detox program and stays at least 72 hours. Estimate that of WPC participants served by sobering center 50 will enter detox annually.
 - Housing Support Volunteers incentive will be paid to HHSA Housing Support Volunteer Program for each 100 home visits to WPC enrolled participants completed per volunteer. Estimate 5,000 home visits per year.
 - Housing case management incentive for each WPC enrolled participant who stays in permanent housing for at least 6 consecutive months. Estimate 50 per year; 75% of incentive paid to housing case management and 25% to intensive medical case management.
 - Reduced ED utilization incentive for each WPC enrolled participant who has <2 emergency department visits for 6 consecutive months. Estimate 50 per year; 75% of incentive paid to intensive medical case management and 25% to housing case management.
4. **Fee-for-Service Payments** include two services that are part of the WPC pilot program, the Sobering Center, and the Mobile Crisis Team.
 - The **Sobering Center** will be operated by a contractor and will offer an alternative to emergency department visits for WPC participants with substance use disorders who are intoxicated in the community. The sobering center is estimated to provide 650 encounters for WPC pilot participants per year. Payments are \$250 per encounter for a WPC enrolled participant based on estimated cost. Additional cost detail is included in the attached budget detail narrative.

- The **Mobile Crisis Team (MCT)** will include 3 teams, each consisting of one clinician and one case manager. At least one MCT will be available to respond to the field/community at large from 6:00 am in the morning until 12:30 am at night, seven days a week. The MCT FFS rate will be \$134.33 based on projected cost and estimated face-to-face contacts with WPC enrolled participants of 300 per month or 3,600 annually. Additional detail on the cost breakdown is included in the attached budget detail narrative.
5. **PMPM Bundle Payments** include two services that are part of the WPC pilot program, the Intensive Medical Case Management and Housing Case Management. WPC participants are eligible to receive services from more than one service bundle (i.e., medical and housing case management) and/or FFS service as there is no duplication of services across these distinct service lines. Participants will receive services according to the eligibility criteria established for each distinct type of service as described in the Budget Narrative.
- **Intensive Medical Case Management** will be provided to WPC enrolled participants (not eligible for 2703 Health Home). A clinician case manager and patient navigator team will be developed to support the target population. Bundled services will include a comprehensive assessment, patient-centered care plan, care coordination, nursing support for management of chronic conditions, home visits, coordination with housing case manager, coordination with mental health resource center and substance use providers, and medication monitoring support. These teams will be operated out of Shasta Community Health Center and Hill Country Health & Wellness Center (Redding primary care clinic site). Costs are budgeted for the sub-set of 100 WPC enrolled participants that are estimated to be served through intensive medical case management with an estimated 1,000 member months annually. PMPM Bundle is valued at \$595.00. Additional detail on the cost breakdown is included in the attached budget detail narrative.
 - **Housing Case Management** will be provided to WPC enrolled participants that are homeless or at risk of homelessness. A team of social workers will provide case management and housing support services to assist individuals find stable housing. Social workers and volunteer peer support specialists will conduct home visits to assess barriers to maintaining housing and address identified needs. Peer support will encourage participation in substance use treatment, mental health resource center wellness programs, and other community programs to promote recovery and maintain housing. Costs are budgeted for the sub-set of 100 WPC enrolled participants that are estimated to be served through housing case management with an estimate of 885 member months annually. PMPM Bundle is valued at \$816.41. Additional detail on cost breakdown is included in the attached budget detail narrative.
 - **Targeted Case Management** The vast majority of the activities and interactions of the care coordination teams will no duplicate Medi-Cal's targeted case management (TCM) benefit. Specifically, the medical case management and housing case management services and interventions depart significantly from the encounter-

based structure of TCM, and in the vast majority of cases the counters between medical case management and housing case management teams and WPC participants would not be eligible for reimbursement under TCM. Shasta County Health and Human Services Agency does claim for Targeted Case Management (TCM), however the work is focused on families at risk of entering the child welfare system, and is conducted by a local non-profit called the Child Abuse Prevention Coordinating Council (CAPCC). CAPCC provides TCM services for parents of children three to five years of age who are enrolled in select state preschools. The vast majority of this population is quite distinct from the target population of the WPC Pilot, homeless adults with a mental illness or a substance use disorder. Any homeless families who are encountered by the CAPCC staff will be referred to the Family Stabilization program in CalWORKs, and not to the WPC Pilot. Moreover, the scope of care support and coordination activities available through WPC is intended to be more robust than available through Medi-Cal TCM. WPC teams will engage in activities such as relationship building, peer support, motivational supports, disease specific education, wellness education, and general reinforcement of health concepts, which are distinct from and outside the TCM benefit. WPC will also provide direct social and other services that would not be recognized as TCM, such as benefits advocacy, housing transition services, and enhanced care coordination. For these reasons we have concluded that the vast majority of WPC Pilot activities will not duplicate services available through Medi-Cal TCM. However, in response to concerns of duplication of payment, we have applied a TCM budget adjustment to the medical case management to reduce our request for WPC funds. The TCM budget adjustment can be found in the corresponding service description.

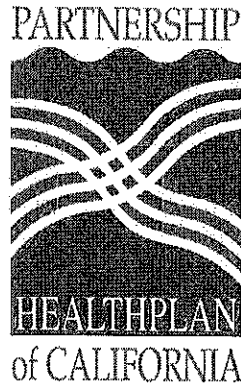
6. **Pay for Metric Reporting** includes payments to support time spent on collecting and reporting the data required under the WPC pilot program. The following pay for reporting metrics are included:
- FQHC reporting of clinical encounter data, case management services data, and other data collection related to WPC pilot enrolled participants required for WPC Pilot monthly reporting for participating entities. Also includes time for preparation of semi-annual progress reports.
 - Housing case management program reporting includes case management services data, home visits, peer support services, and other data collection related to WPC pilot enrolled participants required for WPC pilot monthly reporting. Also includes time for preparation of semi-annual progress reports.
 - Housing volunteer program pay for reporting includes 4 hours per month for data collection and reporting on volunteer peer home visits and other support services for WPC pilot enrolled participants and time to prepare 2 semi-annual reports.
 - Mental health resource center pay for reporting includes 8 hours per month for data collection on touches and outreach encounters with WPC participants (demographic information, types of services offered, participation in wellness programs, etc.) and reporting. Also includes time to prepare 2 semi-annual reports.

7. **Pay for Metric Outcome Achievement** includes payments for achievement of one outcome measure. The measure selected is Increase follow-up within 7 days post-discharge for Mental Illness [Adults] for the WPC target population. The pilot goal is to increase follow-up by 5% per year. In PY2 the metric payment is based on maintaining baseline established through reporting in PY1. For PY 3 the estimated target is 50%; PY 4 the target is 55%; and in PY 5 the target is 60%.

Section 6: Attestations and Certification

6.1 Attestation

Page intentionally left blank. See Whole Person Care Agreement Section A for Attestations and Certification.



June 22, 2016

Sarah Brooks, Deputy Director
Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Partnership HealthPlan of California (PHC) is pleased to submit this letter of support for the Shasta County Whole Person Care Pilot application. As the Medi-Cal Managed Care Plan (MCP) in Shasta County, PHC is committed to testing intensive interventions that aim to reduce emergency department visits and inpatient admissions, to control health care resource utilization, and to improve health outcomes.

PHC is committed to working in partnership with Shasta County Health and Human Services Agency and the broad collaborative of partners in Shasta County to implement the Whole Person Care Pilot initiative described in this application.

PHC is actively engaged as a member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and with our network of providers to identify needs of Medi-Cal beneficiaries and gaps in the existing service delivery system. We have been part of the planning meetings in preparation for this application and support the services, interventions, and care coordination strategies proposed to engage and support individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness in Redding and the surrounding communities.

PHC will serve on the Steering Committee for the Whole Person Care Pilot program and support the implementation, monitoring and evaluation of the program through the data sharing activities described in the application, including providing data on high utilizing patients to inform outreach and referral strategies for this initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Liz Gibboney".

Liz Gibboney
Chief Executive Officer
Partnership HealthPlan of California



Health and Human Services Agency

Donnell Ewert, MPH, Director

2650 Breslauer Way
Redding, CA 96001-4246
Phone: (530) 225-5899
Fax: (530) 225-5903
CA Relay Service: (800) 735-2922

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

June 17, 2016

Dear Ms. Brooks,

Please accept this letter of participation on behalf of the Shasta County Health and Human Services Agency for the Shasta County Whole Person Care Pilot application. The need for enhanced services and supports to coordinate medical care and social non-medical services for our most vulnerable residents is a priority and as such we would like to express our full support and participation as the lead agency in the pilot initiative.

Rural communities like ours suffer from lack of access to health care and community resources. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our community.

The Shasta County Health and Human Services Agency (HHSA) offers an array of services so that our residents can be full of healthy people in thriving and safe communities. Our agency is now made up of five branches that include the functions of Public Health, Mental Health, Alcohol and Drug Services, and Social Services. Through the Whole Person Care pilot initiative we will test strategies to coordinate services across our agency and work with our community partners, local hospital systems, federally qualified health centers, other contract providers, and Partnership HealthPlan of California to more efficiently address the needs of individuals targeted under this initiative. The local funds identified in the proposed budget demonstrate this agency's commitment to achieving the goals of this initiative.

Shasta County HHSA is an active member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and looks forward to the opportunity to work closely with our partners to implement the services, interventions, and care coordination strategies proposed in this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Donnell Ewert", is written over a horizontal line.

Donnell Ewert, MPH
Shasta County HHSA/Social Services Director
530.245.6269
dewert@co.shasta.ca.us

"Healthy people in thriving and safe communities"

www.shastahhsa.net



Shasta County

DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center
1450 Court Street, Suite 108
Redding, CA 96001-1661
Phone (530) 225-5160 Fax (530) 225-5178

RICHARD KUHNS, PSY.D., DIRECTOR
HOUSING AUTHORITY
COMMUNITY ACTION AGENCY

June 20, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks:

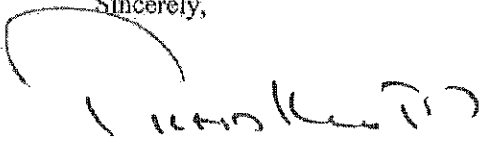
Please accept this letter of participation on behalf of the Shasta County Housing Authority for the Shasta County Whole Person Care Pilot application. Our agency is committed to addressing the needs of our residents, particularly those that are homeless or at risk of homelessness. The need for enhanced supports and resources to help individuals find and maintain safe housing is a priority and, as such, we would like to express our full support and participation in the pilot initiative.

Rural communities like ours suffer from lack of access to housing supports, health care and community resources. The opportunity to test intensive interventions to engage and coordinate housing supports and medical care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our community.

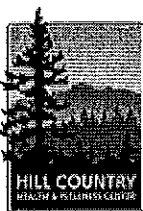
The Shasta County Housing Authority is committed to partnering with the Shasta County Health and Human Services Agency to plan and implement the housing support services described in this application including case management, housing support services, peer support, and more.

We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and the broader population of our county. We look forward to opportunities to support the goals of this initiative.

Sincerely,



Richard Kuhns, Psy.D
Director



P O Box 228
29632 Highway 299E
Round Mountain, CA 96084
530.337.5750, phone
530.337.5754, fax
www.hillcountryclinic.org

Health Care for the Whole Community

June 29, 16

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of commitment for the Shasta County Whole Person Care Pilot application on behalf of Hill Country Health and Wellness Center. We look forward to full participation in opportunities to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness.

Hill Country is a Federally Qualified Health Center whose mission is...

"With kindness, Hill Country Health and Wellness Center works in partnership with our patients and community, providing to everyone the health care services, education and support needed to live whole, healthy and satisfying lives."

This mission statement reflects our long-standing commitment to treating the whole person by addressing the social determinants of health.

We have been an integral part of the planning process in preparation for this application through the Whole Person Care committee convened by the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through collaborative planning, development and implementation of services. We will work with the Whole Person Care committee and with our Health and Human Service Agency partners to build strong linkages between primary care, intensive case management and community-based services to support the goals of this initiative. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

Lynn Dorroh, CEO



californiahealth+



P.O. Box 992790, Redding, California 96099-2790

(530) 246-5710

June 21, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413


Dear Ms. Brooks,

Please accept this letter of commitment for the Shasta County Whole Person Care Pilot application on behalf of Shasta Community Health Center. As Shasta County's largest clinic system, we look forward to full participation in opportunities to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness.

Shasta Community Health Center is a Federally Qualified Health Center. Shasta Community Health Center (SCHC) was established in 1988 and has a mission to provide high quality health care services to the medically underserved populations of our community. SCHC's primary role is prevention and improving the health of the community. SCHC provides primary and specialty medical care, dental services, mental health services in their Redding, mobile and rural satellite health centers.

We have been an integral part of the planning process in preparation for this application through the Whole Person Care committee convened by the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through collaborative planning, development and implementation of services. We will work with the Whole Person Care committee and with our Health and Human Service Agency partners to build strong linkages between primary care, intensive case management and community-based services to support the goals of this initiative. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,


C. Dean Germano, CEO

Shasta Health Assessment and Redesign Collaborative (SHARC)

2280 Benton Drive, Bldg C, Ste C
Redding, CA 96003
530-247-1560

Katrina Cantrell

Women's Health Specialists

Lynn Dorroh

Hill Country Health and Wellness Center

Donnell Ewert

Shasta County Health and Human Services

Tami Fraser

Shingletown Medical Center

Dean Germano

Shasta Community Health Centers

Cyndy Gordon

Shasta Regional Medical Center

Randall Hempling

Community Member

Dave Jones, Chair

Mountain Valleys Health Centers

Margaret Kisliuk

Partnership HealthPlan of California

Marta McKenzie

Community Member

Patrick Moriarty

Community Member

Karen Preisser

iPlan

Ron Reece, M.D., Vice-Chair

Dermatologist

Deb Schoenthaler

North Valley Medical Association

Louis Ward

Mayers Memorial Hospital

Jordan Wright

Dignity Health North State

Non-Voting Members

T Abraham

*Hospital Council of Northern
and Central California*

Chris Bayless

Planned Parenthood Northern California

David Kehoe

Shasta County Board of Supervisors

Kathy Waurig

Redding Rancheria

Dr. Richard Yoder

Public Health Advisory Board

Staff Support

Doreen Bradshaw

Health Alliance of Northern California

Jill Phillips

Health Alliance of Northern California

*Improving care and health for Shasta
County and the region by working
together to achieve the Triple Aim*

June 24, 2016

Sarah Brooks

Deputy Director, Health Care Delivery Systems

Department of Health Care Services

Director's Office, MS 0000

P.O. Box 997413

Sacramento, CA 95899-7413

Dear Ms. Brooks,

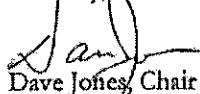
Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the Shasta Health Assessment and Redesign Collaborative. As a local health collaborative that brings together health care delivery partners across Shasta County to catalyze improvements in our local system of care, we would like to express our full support of this pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including the coordination of resources to support the needs of the whole person. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our community.

The Shasta Health Assessment and Redesign Collaborative (SHARC) has been meeting monthly since 2009 to build a more organized system of health care delivery for Shasta County. Our collaborative will partner closely with the Shasta County Health and Human Services Agency to provide leadership and support decision making for the pilot. The SHARC Whole Person Care committee will serve as the steering committee for the initiative and through monthly meetings will monitor the progress of the initiative, build opportunities for enhanced coordination of care across agencies and systems, identify and engage additional community partners to support the initiative, and raise awareness of the initiative with community stakeholders and policy leaders.

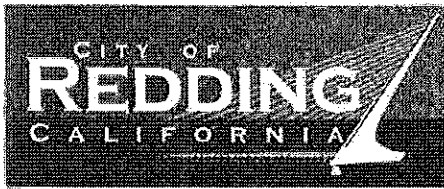
We support the efforts of the Shasta County Health and Human Services Agency and their partners to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and hope you will fund this most important initiative for our community.

Sincerely,



Dave Jones, Chair

Shasta Health Assessment and Redesign Collaborative



CITY OF REDDING

777 CYPRESS AVENUE, REDDING, CA 96001

P.O. Box 496071, REDDING, CA 96049-6071

MISSY MCARTHUR, MAYOR

530.225.4447

530.225.4463 FAX

June 15, 2016

A-050-060-450

Mari Cantwell, Chief Deputy Director
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Cantwell,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the City of Redding. The City of Redding is committed to addressing the needs of our at-risk residents, particularly those that suffer from drug and alcohol addictions.

Rural communities like ours suffer from a lack of access to health care and community resources. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions will be of great benefit to our community.

To demonstrate our support of this initiative, the City of Redding has committed \$375,000, contingent on the sale of a real property owned by the City, to the development of a sobering center. Also, the City of Redding has placed a half-cent sales tax measure on the November 2016 ballot that would generate approximately \$11 million per year. Of that revenue, the City proposes to commit an additional \$375,000 toward the development of the sobering center, for a total of \$750,000.

We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and

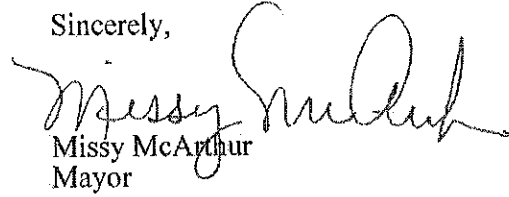


Letter to Mari Cantwell
Re: WPC Application

June 15, 2016
Page 2

the broader population of our city and county. We look forward to working with the County of Shasta and other community partners on opportunities to support the goals of this initiative.

Sincerely,



Missy McArthur
Mayor

MM.KS ls
C:\Documents and Settings\shank\My Documents\Mayor-CC\2016\06-15-16\WPC-App.doc

c: Shasta County Health and Human Services Agency

Mercy Medical Center Mt. Shasta
Mercy Medical Center Redding
St. Elizabeth Community Hospital



Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

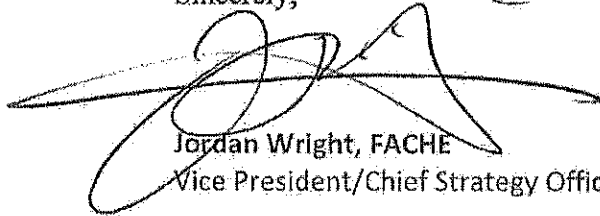
Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of Dignity Health North State. As one of the health and hospital systems serving Shasta County, we would like to express our full support and participation in the pilot initiative.

Our hospitals are at the front lines of caring for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness as many are served by our Emergency Departments. Too often patients are being housed in the Emergency Department due to lack of other options for appropriate placement to address their physical health, behavioral health, and social non-medical needs. The situation has become quite critical and is affecting the hospital in terms of safety concerns for both staff and patients and increased costs of care.

Dignity Health is a vibrant, national health care system known for service, chosen for clinical excellence, standing in partnership with patients, employees and physicians to improve the health of all communities served. Our organization is a member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through planning and coordination to help address the needs of this population of high utilizers and reduce the total cost of care through more appropriate placement in the community.

We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jordan Wright', written over a horizontal line.

Jordan Wright, FACHE
Vice President/Chief Strategy Officer

Dignity Health
North State
2175 Rosaline Ave
Redding, CA 96001
Office: 530-225-6109
Mobile: 530-941-2476
Assistant Lynn Strack: 530-225-6103
jordan.wright@dignityhealth.org



June 21, 16

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of Shasta Regional Medical Center. As one of the health and hospital systems serving Shasta County, we would like to express our full support and participation in the pilot initiative.

Our hospital is at the front lines of caring for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness as many are served by our Emergency Department. Too often patients are being housed in the Emergency Department due to lack of other options for appropriate placement to address their physical health, behavioral health, and social non-medical needs. The situation has become quite critical and is affecting the hospital in terms of safety concerns for both staff and patients and increased costs of care.

Shasta Regional Medical Center is 226-bed acute care facility and has become a regional medical center serving far Northern California. The Hospital offers a diverse range of services from emergency medicine, critical care, general/specialty surgery, cardiovascular, neurosciences to orthopedic care designed to meet the needs of the area. Our mission is to provide comprehensive, quality healthcare in a convenient, compassionate and cost effective manner.

Our organization is a member of the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through planning and coordination to help address the needs of this population of high utilizers and reduce the total cost of care through more appropriate placement in the community. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

Cyndy Gordon, RN, BSN, MBA
Chief Executive Officer



EMPIRE RECOVERY CENTER

FOR THE RESIDENTIAL TREATMENT OF SUBSTANCE ABUSE

June 17, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the Empire Recovery Center. As one of the three Drug Medi-Cal providers serving Shasta County, we extend our full support and participation in the pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including substance use disorder treatment resources. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our communities.

The Empire Hotel Alcoholic Rehabilitation Center (EHARC, Inc., dba Empire Recovery Center) is a private, nonprofit 501(c)3 organization whose mission is to provide substance use disorder treatment through its detox, intensive residential treatment, and outpatient SUD programs.

We have been part of the planning meetings in preparation for this application through the Whole Person Care committee convened by the Shasta Health Assessment and Redesign Collaborative (SHARC) and will continue to support the initiative through planning and coordination of services. We will work with the Whole Person Care committee and with our Health and Human Service Agency partners to build strong linkages between the mental health resource center, the sobering center, and our community-based services to support the goals of this initiative. We look forward to the opportunity to further build and strengthen our relationships with our county and other health system partners towards an integrated system of whole person care.

Sincerely,

Marjeanne Stone, Executive Director

1237 California Street, Redding, CA 96001-6018 • (530) 243-7470

E-Mail: empirerecovery@att.net • Fax (530) 243-7477

www.empirerecoverycenter.org

Page 523 of 727



Member Agency
of the United Way

VOTC, Inc.

*California State Licensed & Certified Alcohol & Drug Residential and Outpatient Treatment Facility
with Transitional Housing*

June 22, 16

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

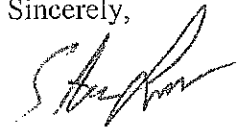
Dear Ms. Brooks,

This letter is being sent in support of the Shasta County Whole Person Care Pilot application on behalf of VOTC, Inc., d.b.a., Vision Of The Cross, one of the Drug Medi-Cal providers serving Shasta County. Recognizing the overwhelming need that communities such as ours have for access to health care resources, including substance use disorder treatment resources, Visions Of The Cross fully supports and desires to participate in this innovative pilot initiative. Being able to offer intensive interventions that will involve and coordinate services for individuals who are homeless or at risk of homelessness and who have manifold behavioral and physical health issues has the potential to significantly improve our communities.

Visions Of The Cross is a private, nonprofit organization whose mission is to improve the quality of life in Shasta County through lowering the impact and incidence of alcohol and other drug use, misuse, and abuse. Visions offers both state licensed and certified perinatal and non-perinatal residential and outpatient SUD treatment as well as providing multiple sober living environments for those in recovery.

As a participant in planning meetings for the preparation for this application through the Whole Person Care committee organized by the Shasta Health Assessment and Redesign Collaborative (SHARC), Visions Of The Cross is committed to continuing support of the initiative through planning and coordination of services. With the Whole Person Care committee and with our local Health and Human Service Agency partners we will work to build strong connections between existing community-based services, the mental health resource center, and the sobering center to support the objectives of this initiative. We look forward to the opportunity to further build and enhance our relationships with our county and other health system partners in creating an integrated system of whole person care.

Sincerely,



Steve Lucarelli
Executive Director

◆ 3648 El Portal, Redding, CA 96002 ◆ Office (530) 722-1114 ◆ Fax (530) 722-1115 ◆
visionsofthecross@charter.net



June 23, 16

Mari Cantwell
Chief Deputy Director
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Cantwell,

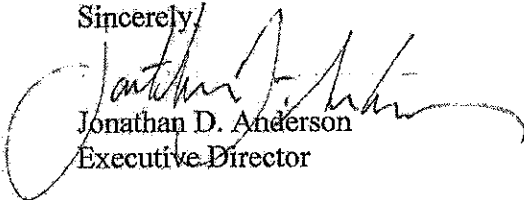
Please accept this letter of support for the Shasta County Whole Person Care Pilot application on behalf of the Good News Rescue Mission. As a community organization serving Shasta County, we would like to express our full support of the pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including the coordination of resources to support the needs of the whole person. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our communities.

Good News Rescue Mission is a private, nonprofit organization whose mission is to provide emergency shelter and sustenance to the homeless and needy of Shasta County while also providing a variety of supportive services designed to help people break the cycle of poverty through mental health, educational, physical, emotional and spiritual avenues.

We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and the broader population of our county.

Sincerely,



Jonathan D. Anderson
Executive Director



United Way of
Northern California

June 14, 2016

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
Director's Office, MS 0000
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Ms. Brooks,

Please accept this letter of support for the Shasta County Whole Person Care Pilot application. As a community organization serving Shasta County, we would like to express our full support of the pilot initiative.

Rural communities like ours suffer from lack of access to health care resources, including the coordination of resources to support the needs of the whole person. The opportunity to test intensive interventions to engage and coordinate care for individuals with complex behavioral and physical health conditions who are homeless or at risk of homelessness will be of great benefit to our communities.

United Way of Northern California is a private, nonprofit organization whose mission is to improve lives by mobilizing community resources in the areas of Education, Financial Stability, and Health. United Way raises funds for local non-profit agencies; operates 2-1-1, a 24-hour human services helpline; and connects volunteers to agencies through volunteernorcal.org. You can find out more about us by visiting www.norcalunitedway.org.

United Way has found the County of Shasta to be a strong partner in efforts to improve lives in our community. We support the efforts of the Shasta County Health and Human Services Agency and the Shasta Health Assessment and Redesign Collaborative (SHARC) to redesign services, interventions, and care coordination strategies to improve the health and outcomes of the target population and the broader population of our county.

Best,

A handwritten signature in dark ink, appearing to read "Larry Olmstead".

Larry Olmstead
President & CEO
530-241-7521 / lolmstead@norcalunitedway.org

Shasta County Whole Person Care Pilot Budget Justification

The following provides a justification of annual budgeted costs for the Whole Person Care (WPC) Pilot. Costs represent strategies, interventions and services that will be directed to individuals who meet the eligibility criteria described in the application and are enrolled in the WPC Pilot. Services included in the budget are those that are not reimbursed directly by Medi-Cal.

Infrastructure Development

Administrative Infrastructure - \$290,000

Item	Salary	Benefits*	Operating* *	FTE	Budgeted Costs
<i>Shasta County IHSA – WPC Pilot Administration</i>					
Community Development Coordinator (to be hired)- responsible for day-to-day management of all pilot contractors, activities, and reporting.	60,721	39,029	250	1.00	100,000
Data Analyst / Senior Agency Staff Services Analyst (to be hired)- responsible for collecting and aggregating pilot data for universal and variant metrics, evaluation metrics, and reporting of program data to DHCS. Leads PDSA activities to support achievement of pilot targets. Works with PHC, FQHCs and other partners to review claims data and clinical data to assess pilot program performance.	45,220	34,530	250	1.00	80,000
Fiscal and Contract Administrative Services – 0.25 FTE Accountant-Auditor, 0.25 FTE contract analyst, and 0.25 FTE Account Clerk will be needed to develop contracts, track expenditures, and pay claims	33,815	26,185	250	0.75	60,000
Software for tracking program metrics – software to track client encounters, as well as program process and outcome measures, will be needed to meet the metric reporting obligations of the WPC Pilot. Anticipated that this will be purchase of software licenses for WPC lead and participating entity staff. During PY 2 will explore and identify software solution.					50,000
TOTAL WPC Pilot Administration					290,000

*Benefits: Are composed of FICA at 7.650%, PERS at 16.975%, Health and Life Insurance at 22.7%, Workers Compensation at 1.38%

** Operating: includes costs per FTE for communications (phone) and computer equipment, facilities, and office supplies.

Delivery Infrastructure*Behavioral Health***Mental Health Resource Center: \$789,279**

To be operated by Hill Country Health & Wellness Center

The Mental Health Resource Center will serve as a hub for the WPC Pilot in Shasta County. This innovative program will offer behavioral health services, wellness classes, and access to a range of community resources available through drop-in or referral. The center will also operate Assisted Outpatient Treatment Services. Costs associated with the program are detailed below. Costs are budgeted for an annual total of 150 individuals served through the mental health resource center.

Item	Salary	Benefits*	FTE	Budgeted Costs
<i>Mental Health Resource Center</i>				
WPC Case Management Coordinator	44,837	11,209	1	56,046
Licensed Clinical Social Worker / MFT	75,000	18,750	1.75	164,063
Case Manager	44,837	11,209	2.6	145,720
Office Staff	32,000	8,000	1.75	70,000
Outreach Staff	32,000	8,000	1.75	70,000
Information Analyst	49,782	12,446	0.46	28,625
TOTAL PERSONNEL			9.31	534,454
Item	Unit Cost	Units	Budgeted Costs	
<i>Mental Health Resource Center</i>				
Contracted Services – costs for outside contractors to support program operations				4,900
Rent & Lease Expense / Utilities – facility costs for contractor to operate program (Reflects 80% of total expense to account for use of facility for clients served that are not enrolled WPC Participants)				22,360
Supplies – office supplies and general supplies for contractor staff to operate program				23,045
Small Equipment (Reflects 80% of total expense to account for use of facility for clients served that are not enrolled WPC Participants)				4,200
Training (to support clinicians in integrating evidence-based practices such as motivational interviewing)				23,500
Travel & Transportation for contractor staff to operate program				4,400
TOTAL OPERATING COSTS				82,405
Other Expenses – facility improvements, fixed assets for contractor facility to operate program				134,835
Indirect	5%			37,585
TOTAL Mental Health Resource Center				\$789,279

Assisted Outpatient Treatment: \$484,250

To be operated by Hill Country Health & Wellness Center

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

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

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

Assisted Outpatient Treatment - Position	Salary	Benefits*	FTE	Budgeted Costs
Licensed Clinical Social Worker / MFT	75,000	18,750	1.0	93,750
Case Manager	44,837	11,209	2.0	112,093
Office Staff	32,000	8,000	1.0	40,000
Outreach Staff	32,000	8,000	1.0	40,000
TOTAL PERSONNEL			5.0	285,843
Assisted Outpatient Treatment - Item	Unit Cost	Units	Budgeted Costs	
Enhanced care coordination	433	150	65,000	
Contracted Services – costs for external contract services for contractor to operate program			2,500	
Rent & Lease Expense / Utilities – facility costs for contractor to operate program (Reflects 40% of total expense to account for use of facility for services that will not be funded through the WPC pilot such as Medi-Cal covered ACT services and services to non-WPC Pilot Participants)			8,000	

Supplies – office supplies and general supplies for contractor staff to operate program (per month)	1,666	12	19,995
Small equipment (Reflects 40% of total expense to account for use of facility for services that will not be funded through the WPC pilot such as Medi-Cal covered ACT services and services to non-WPC Pilot Participants)			2,000
Travel & Transportation for contractor staff to conduct outreach and care coordination to operate program			15,510
TOTAL OPERATING COSTS			113,005
Other Expenses – facility improvements, fixed assets for contractor facility to operate program			62,343
Indirect	5.0%		23,060
Total cost Assisted Outpatient Treatment			\$484,250

Note: Hill Country Health & Wellness Center is contracted by Shasta County HHSA to operate the Mental Health Resource Center and the Assisted Outpatient Treatment services. This partner is also an FQHC and will provide medical case management services through a distinct line of service at their Primary Care Clinic site in Redding, CA. The Mental Health Resource Center facility will be not be utilized for providing Medical Case Management PMPM bundle services.

Infrastructure Development in PY2

In PY2 50% of the costs for medical case management teams are included in Delivery Infrastructure to account for the time these teams will spend developing internal systems for referral, data collection and reporting, and service model development. In addition, this allows these individuals to participate in activities in PY2 to develop data sharing agreements with pilot partners to coordinate care for WPC participants across the distinct agencies.

Position	Salary	Units	Budgeted Costs
<i>Medical Case Management Program Development - Hill Country and Shasta Community</i>			
Intensive Case Manager - RN provides intensive case management for PHC members in the WPC pilot.	81,347	1.89	153,745
Patient Navigators - supports engagement and management of chronic conditions and access to social non-medical services for PHC members in the WPC pilot.	41,000	2.00	82,000
Fringe Benefits (25%)			58,936
WPC Project Management Supplies			2,819
TOTAL Intensive Medical Case Management Team PY2			297,500

Item	Salary	Benefits*	Operating **	FTE	Budgeted Costs
<i>Shasta County HHSA Housing Case Management</i>					
Housing Support Volunteer Program Coordinator (to be hired) - responsible for recruiting and supporting	34,192	15,558	125	0.5	25,000

volunteer peers to work with WPC participants once they are placed in housing.					
Housing Supervising Social Worker (to be hired) - responsible for day-to-day management of housing case managers (social workers)	60,817	41,097	125	0.5	51,082
Assistant Housing Social Workers (to be hired) - provides case management services to WPC participants who are homeless or at risk of homelessness. Approximate caseload is 1:20 with an estimate of 100 individuals served annually.	39,058	35,014	125	2.5	185,305
WPC Pilot project management supplies					99,875
TOTAL Housing Case Management Program Development					361,262

Additional Infrastructure

Additional strategies and interventions to support the behavioral health care needs of the target population will be developed under the WPC Pilot, including the following.

Item	Budgeted Costs
Continuum of Care (CoC) Coordination – Procurement process to be determined. Represents increased investment (over historic costs) to facilitate the CoC for Redding and Shasta County. The investment to enhance Continuum of Care Coordination will provide necessary infrastructure to develop a County-wide Coordinated Entry system for Homeless services that currently is lacking, but is critical to the success of the WPC Pilot program. Coordinated Entry systems help people move through the system faster, which reduces the amount of time people spend moving from program to program before finding the right match. The approach also reduces new entries into homelessness by offering diversion resources up front and improves data collection and quality by providing accurate information on what kind of assistance consumers need. Coordinated entry is the best strategy to serve the target population for this pilot. This system will ensure that WPC participants served by the WPC pilot project are receiving the housing resources from the most appropriate agency. Specific activities will include convening of local housing service providers to better coordinate services, sharing information about the WPC pilot program to enhance community buy-in and referrals, building relationships and trust across providers in the county, evaluating coordinated entry tools and identifying those that will work best in Shasta County, collecting and reporting program data to support the project, and informing selection, implementation and training on the HMIS system.	120,000
HMIS System Infrastructure - Procurement process to be determined. Implement new HMIS data system to manage homelessness services and data collection.	100,000
Training for WPC Pilot Staff – monthly trainings (non-clinical) to be offered across services and agencies for case managers, clinicians, and other staff to build capacity for coordination and support data collection, reporting, and PDSA activities.	25,000

Incentive Payments

- HMIS incentive to input a homeless person's intake information into the Homeless Management Information System (HMIS). Estimate total 150 WPC participants per year \$10 per HMIS entry. This activity will be conducted by CoC Coordinator, Drug Medi-Cal providers, homeless services providers, and HHSA housing case managers.
- Sobering Center incentive for each WPC participant in the sobering center who enters detox program and stays at least 72 hours. Estimate that of WPC participants served by sobering center 50 will enter detox annually.
- Housing Support Volunteers incentive will be paid to HHSA Housing Support Volunteer Program for each 100 home visits to WPC participants completed per volunteer. Estimate 5,000 home visits per year.
- Housing case management incentive for each WPC enrolled participant who stays in permanent housing for at least 6 consecutive months. Estimate 50 per year @ \$500 for \$25,000 total:
 - 75% of incentive paid to housing case management (HHSA) – (\$18,750)
 - 25% to intensive medical case management. Of the 50 WPC participant successes per year it is estimated that 40 will be case managed by SCHC (\$5,000) and 10 will be case managed by HCHWC (\$1,250) based on projected case loads.
- Reduced ED utilization incentive for each WPC enrolled participant who has <2 emergency department visit for 6 consecutive months. Estimate 50 per year @ \$500 for \$25,000 total:
 - 25% of incentive paid to housing case management (HHSA) – (\$6,250)
 - 75% to intensive medical case management. Of the 50 WPC participant successes per year it is estimated that 40 will be case managed by SCHC (\$15,000) and 10 will be case managed by HCHWC (\$3,750) based on projected caseloads.

Discrete Services

WPC participants are eligible to receive services from more than one service bundle (i.e., medical and housing case management) and/or FFS service as there is no duplication of services across these distinct service lines. Participants will receive services according to the eligibility criteria established for each distinct type of service as described in the application.

FFS Services**Sobering Center – \$ 162,500**

Procurement process to be determined. Operates a 24-hour facility for intoxicated individuals as an alternative to ED. Costs are estimated at the average rate per day for residential drug and alcohol treatment services. Estimated the sobering center will serve 2 individuals per day. Supports achievement of reducing ED visits goal for the WPC pilot.

Item	Unit Cost	Units	Budgeted Costs
Sobering Center	250 / day	650	162,500

Mobile Crisis Team (MCT) - \$483,588

The Mobile Crisis Team will serve to divert individuals experiencing acute mental health crisis away from the ED and law enforcement and into treatment by providing timely professional intervention in the field. A contractor will be identified through a request for proposal process to operate this program. There will be 3 teams, each consisting of one clinician and one case manager. At least one MCT will be available to respond to the field/community at large seven days a week. Estimated costs associated with the program are detailed

below. Costs are budgeted for 300 face-to-face contacts in the field per month for a total of 3,600 contacts annually.

Item	Salary	Benefits*	FTE	Budgeted Costs
Licensed Clinical Social Worker / MFT	75,000	18,750	3.0	281,250
Case Manager	44,837	11,209	3.0	168,138
TOTAL PERSONNEL				\$449,388
Item	Unit Cost	Units	Budgeted Costs	
MCT local mileage reimbursement (50,000 mi annually @ avg. 14 mi per encounter)	\$0.54	50,000	27,000	
MCT communication reimbursement (6 staff cell phones @ \$100/mo for 12 mo.)	\$100	72	72,000	
TOTAL DIRECT COSTS			\$34,200	
TOTAL BUDGETED COSTS			\$483,588	
Fee for Service Payments		3,600	\$134.33	

PMPM Bundle

Medical Services – Intensive medical case management will be provided to WPC enrolled participants (not eligible for 2703 Health Home). A clinician case manager and patient navigator or health coach team will be developed to support the target population. These teams will be operated out of Shasta Community Health Center and Hill Country Health & Wellness Center.

The nursing support (RN Case Manager) included in the Intensive Medical Case Management PMPM Bundle do not overlap with services currently covered by Medi-Cal in the FQHCs. The services provided by the nurse case manager will be restricted to outreach, care coordination, referral management that currently are not Medi-Cal billable services. The services that will be offered to WPC Participants as part of the Medical Case Management PMPM Bundle include:

- Outreach: develops trusting relationship with patient; Serves as a link to primary, specialty and ancillary services. This outreach will be done in coordination with any outreach conducted by the mental health resource center to ensure there is no duplication of service
- Assessment: identify acuity level using standard scale, identify medical and social risks, identify substance use (diagnosed or not), assess level of self-care and patient activation
- Care Coordination and Patient Empowerment: Works with WPC participant and care team to develop and adhere to shared action plan and meets with care team to support coordination of plan of care; home visits (frequency based on acuity level) to support achievement of goals
- Education: Provides coaching in self-management skills and behavior change
- Reduce Cost and Utilization: Reviews admissions, discharges, ED visits from last 24 hours and conducts follow-up

The PMPM budgeted costs include nurse case managers, patient navigators and Intensive health coach that make up the teams providing the described bundle of services. The PMPM bundle cost is \$595 and is based on the sub-set of 100 WPC Participants estimated to be served per year with an estimated 10 months on service. For a total of 1,000 member months (detail for estimated provided below). In PY2 50% of the costs for medical case management are included in Delivery Infrastructure to account for the time these teams will spend developing internal systems for referral, data collection and reporting, and service model development. In

addition, this allows these individuals to participate in activities in PY2 to develop data sharing agreements with pilot partners to coordinate care for WPC participants across the distinct agencies. The PMPM bundle cost will remain consistent in PY2 at \$595 but will be calculated based on an estimate of 50 WPC participants served and 500 member months.

PY2 Budgeted Costs

Position	Salary	Units	Budgeted Costs
<i>Medical Case Management - Hill Country and Shasta Community</i>			
Intensive Case Manager - RN provides intensive case management for PHC members in the WPC pilot.	81,347	2.00	162,695
Patient Navigators - supports engagement and management of chronic conditions and access to social non-medical services for PHC members in the WPC pilot.	41,000	2.00	82,000
Fringe Benefits (25%)			61,955
TCM Budget Adjustment (3% reduction)			-9,150
TOTAL Intensive Medical Case Management Team PY2			297,500
PMPM Payments PY2 (based on 500 member months)		500	\$595.00

The table below provides the estimated costs and PMPM bundle cost for PY 3-5. This assumes that there is a full case load for all teams – serving the sub-set of 100 WPC Participants estimated to be served with an average of 10 months on service per participant for a total of 1,000 member months. The PMPM Bundle costs in PY3-5 is \$595.

Position	Salary	Units	Budgeted Costs
<i>Medical Case Management - Hill Country and Shasta Community</i>			
Intensive Case Manager - RN provides intensive case management for PHC members in the WPC pilot.	81,347	4.00	325,388
Patient Navigators - supports engagement and management of chronic conditions and access to social non-medical services for PHC members in the WPC pilot.	41,000	4.00	164,000
Fringe Benefits (25%)			122,347
TCM Budget Adjustment (3% reduction)			-16,735
TOTAL Intensive Medical Case Management Team			595,000
PMPM Payments PY 3-5 (based on 1,000 member months)		1,000	\$595.00

Eligibility, Intensity and Discontinuation of PMPM Bundle Services:

WPC Pilot Participants will be referred to the Medical Case Manager by the County staff stationed at the Emergency Department (Year 2) as well as other community providers (Years 3-5). The Medical Case Manager will assess the individual and enroll them into the WPC Pilot Program. Eligibility criteria for Medical Case Management PMPM Bundle Services include 2 or more visits to the ED or an inpatient admission in the past 3

months. In addition, WPC participants may have one or more risk factors including SMI or SUD diagnosis or an undiagnosed opioid addiction. The case manager will also review whether the individual is eligible for 2703 Health Home Program. If the individual is determined not to be eligible for the 2703 Health Home program they will be enrolled into WPC Medical Case Management PMPM Bundle service. The program will be modeled after the Intensive Outpatient Care Management Program that both Shasta Community Health Center and Hill Country Health & Wellness have piloted in collaboration with Partnership HealthPlan. Patient assessments will help determine acuity scores and assist teams in planning the intensity of services to WPC Participants. It is anticipated that once WPC Participants are enrolled in medical case management services they will remain in service for as long as they are deemed eligible for the PMPM bundle service and/or the WPC pilot.

The approximate caseload for a medical case management team (RN case manager + patient navigator) is between 20 to 25 WPC Participants based on their assessed acuity score and level of intensity of service. Individuals with the highest level of acuity (Level 5) may require weekly home visits and daily phone calls to support their adherence to the shared action plan. Individuals that are stabilizing to some degree (Level 3) may only require a monthly home visit and weekly phone call. Budget projections are based on the sub-set of 100 WPC Participants estimated to be served in medical case management and a total of 1,000 member months.

Housing Case Management -- Housing case management will be provided to WPC enrolled participants that are homeless or have unstable housing and at risk of homelessness. A team of social workers within the Shasta County HHSA housing case management program will support the WPC pilot population.

The PMPM bundle was calculated based on the all-inclusive costs of housing case management services. The client services bundle includes:

- Assistance Level Triage assessment, which is a tenancy barriers assessment. This assessment provides guidance as to the amount of time the client will be enrolled in the program as well as the intensity of interactions with staff and volunteers.
- Case planning,
- Housing identification and landlord relationship establishment,
- Credit repair, financial planning and education,
- Landlord and tenant rights and responsibilities education, and resolution of landlord and tenant issues,
- Basic tenancy skills building, resolution of landlord and tenant issues, and
- Individual housing transition services.

The PMPM bundle includes staff salaries for social workers, social worker supervisor, volunteer coordinator, operating costs, and direct costs for rent and deposit assistance. The costs are detailed in the table below. The PMPM bundle cost is \$816.41 and is based on the sub-set of 100 WPC Participants estimated to be served per year with a total of 885 member months (detail for estimate described below). In PY2 50% of the costs for housing case management are included in Delivery Infrastructure to account for the time these teams will spend developing internal systems for referral, data collection and reporting, and service model development. In addition, this allows these individuals to participate in activities in PY2 to develop data sharing agreements with pilot partners to coordinate care for WPC participants across the distinct agencies. The PMPM bundle cost will remain consistent in PY2 at \$816.41 but will be calculated based on an estimate of 50 WPC participants served and 442 member months.

PY2 Budgeted Costs

Item	Salary	Benefits*	Operating**	FTE	Budgeted Costs
<i>Shasta County HHSA Housing Case Management</i>					

Housing Support Volunteer Program Coordinator (to be hired) - responsible for recruiting and supporting volunteer peers to work with WPC participants once they are placed in housing.	34,192	15,558	125	0.5	25,000
Housing Supervising Social Worker (to be hired) - responsible for day-to-day management of housing case managers (social workers)	60,817	41,097	125	0.5	51,082
Assistant Housing Social Workers (to be hired) - provides case management services to WPC participants who are homeless or at risk of homelessness. Approximate caseload is 1:20 with an estimate the sub-set of 100 individuals served annually.	39,058	35,014	125	2.5	185,305
Individual housing transition services – support for one-time costs to assist WPC Participants transition into new housing placement (may include identifying and securing services to establish a basic household such as first month utilities; no room and board costs will be covered).					99,875
TOTAL Housing Case Management					361,262
PMPM Payments PY2 (based on 442 member months)				442	816.41

The table below provides the estimated costs and PMPM bundle cost for PY 3-5. This assumes that there is a full case load for all teams – serving the sub-set of 100 WPC Participants with an average of 885 member months on service. The PMPM Bundle costs in PY3-5 is \$816.41.

Item	Salary	Benefits*	Operating**	FTE	Budgeted Costs
<i>Shasta County HHSA Housing Case Management</i>					
Housing Support Volunteer Program Coordinator (to be hired) - responsible for recruiting and supporting volunteer peers to work with WPC participants once they are placed in housing.	34,192	15,558	250	1.00	50,000
Housing Supervising Social Worker (to be hired) - responsible for day-to-day management of housing case managers (social workers)	60,817	41,097	250	1.00	102,164
Assistant Housing Social Workers (to be hired) - provides case management services to WPC	39,058	35,014	250	5.00	371,609

participants who are homeless or at risk of homelessness. Approximate caseload is 1:20 with an estimate of the sub-set 100 individuals served annually.					
Individual housing transition services – support for one-time costs to assist WPC Participants transition into new housing placement (may include identifying and securing services to establish a basic household such as first month utilities; no room and board costs will be covered).					198,750
TOTAL Housing Case Management					722,523
PMPM Payments (based on 885 member months)					816.41

*Benefits: Are composed of FICA at 7.650%, PERS at 16.975%, Health and Life Insurance at 22.7%, Workers Compensation at 1.38%

** Operating: includes costs per FTE for communications (phone) and computer equipment, facilities, and office supplies.

Eligibility, Intensity and Discontinuation of PMPM Bundle Services:

WPC Participants will be referred to housing case management after enrollment in the WPC pilot if they have had 2 or more visits to the ED or an inpatient admission in the past 3 months and are found to be at risk of homelessness or are currently homeless. Brief assessments will be conducted at the Emergency Department or by Intensive Medical Case Managers and referrals will be made to HHSA Housing. This referral of enrolled WPC Participants will serve as the eligibility determination for Housing Case Management PMPM bundle services. HHSA believes that many potential WPC Participants are currently on a waiting list for housing assistance. At the start of the pilot, individuals on this wait list will be assessed for eligibility for the WPC pilot program.

Based on current experience within HHSA housing programs an average of 104 hours of case management time is estimated per client. The range is expected to be from 15 hours to 200 hours per client depending on the "Assistance Level" determined at the time of enrollment into the service. The housing case manager will assess the WPC participant and determine their level of need as the first activity within the PMPM Bundle by the case manager using a standardized assessment tool. The breakdown of estimated months that WPC participants will be eligible for housing case management by Assistance Level includes:

- Level 1 –3 months (approx. 15 hours)
- Level 2 –6 months (approx.50 hours)
- Level 3 – 9 months (approx. 100 hours)
- Level 4 – 12 months (approx. 200 hours)

The case will be closed when the established case plan goals have been successfully achieved. For most WPC participants this will include achievement of goals including housing has been secured and a financial plan has been established and implemented to sustain the housing that was secured. The WPC Pilot program target population includes participants that have very complex psycho-social needs. Housing case managers will meet participants where they are at and work with them based on their needs and goals. The concepts of harm reduction and rapport building will be considered as measures of success as well as the actual placement of the client in housing.

Estimates for numbers of WPC Participants served (the sub-set of 100 WPC Participants estimated to be served) per level per year include:

- Level 1 – 5 clients
- Level 2 – 30 clients
- Level 3 – 40 clients
- Level 4 – 25 clients

The number of hours and client mix result in an estimated need of five full time Social Workers to provide Housing Case Management services and a total of 885 member months annually. In addition to the bundled costs of the personnel, HHSA Housing estimates an average of \$1,987 per client for individual housing transition services.

Pay for Reporting

Description	Amount per Unit	Units	Max. Incentive
FQHC pay for reporting, 2 clinics includes 8 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (8 hrs/each) (112 hrs per clinic)	\$75	224	\$16,800
Housing case management program pay for reporting includes 8 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (8 hours each). (112 hrs)	\$75	112	\$8,400
Housing volunteer program pay for reporting includes 4 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (4 hrs/each). (56 hrs)	\$75	56	\$4,200
Mental health resource center pay for reporting includes 8 hours per month for data collection and reporting and time to prepare 2 semi-annual reports (8 hrs/each). (112 hrs)	\$75	112	\$8,400

Pay for Metric Outcome Achievement

The Shasta County WPC Pilot budget includes one pay for metric outcome measure. The measure selected and the identified annual targets are identified below. Pay for Metric Outcome Achievement incentives will only include enrolled WPC Participants in the measurement of performance on the measure.

Metric	PY 1	PY 2	PY 3	PY 4	PY 5
Follow-up After Hospitalization for Mental Illness	Baseline	Maintain Baseline	50%	55%	60%
Budgeted payments for metric achievement		15,520	15,520	15,520	15,520

This measure was selected given the high proportion of individuals in the target population presenting in the emergency department for reasons related to a serious mental illness and the number being admitted to inpatient hospitalization for mental illness. Shasta County currently has a number of individuals who fall into this category who are cycling in and out of hospitals without receiving the necessary case management, resources and supports to stabilize them upon release and maintain their health in the community.

This metric was selected as achievement of increased follow-up for enrolled WPC participants will contribute significantly to cost savings through reduced emergency department visits and reduced inpatient admissions. It is also believed that follow-up after hospitalization for mental illness will contribute to a reduction in “administrative” days where individuals in the WPC target population are kept in the hospital for lack of an appropriate and safe setting for their discharge.

WPC Budget Template: Summary and Top Sheet

WPC Applicant Name:

Shasta County Health and Human Services Agency

	Federal Funds (Not to exceed 90M)	IGT	Total Funds
Annual Budget Amount Requested	1,940,355	1,940,355	3,880,710

PY 1 Budget Allocation (Note PY 1 Allocation is predetermined)

PY 1 Total Budget	3,880,710
Approved Application (75%)	2,910,533
Submission of Baseline Data (25%)	970,178
PY 1 Total Check	OK

PY 2 Budget Allocation

PY 2 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	2,177,291
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	658,761
Pay For Reporting	37,800
Pay for Outcomes	15,520
PY 2 Total Check	OK

PY 3 Budget Allocation

PY 3 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	1,518,529
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	1,317,523
Pay For Reporting	37,800
Pay for Outcomes	15,520
PY 3 Total Check	OK

PY 4 Budget Allocation

PY 4 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	1,518,529
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	1,317,523
Pay For Reporting	37,800
Pay for Outcomes	15,520
PY 4 Total Check	OK

PY 5 Budget Allocation

PY 5 Total Budget	3,880,710
Administrative Infrastructure	290,000
Delivery Infrastructure	1,518,529
Incentive Payments	55,250
FFS Services	646,088
PMPM Bundle	1,317,523
Pay For Reporting	37,800
Pay for Outcomes	15,520
PY 5 Total Check	OK

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Regular - Law and Justice-10.

SUBJECT:

Community Forum Concerning ICE Access

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Eric Magrini, Undersheriff (530) 245-6167

STAFF REPORT APPROVED BY: Eric Magrini, Undersheriff

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

RECOMMENDATION

Receive a presentation from the Sheriff’s Office and conduct a community forum, pursuant to Government Code section 7283.1(d), to: (1) Provide information to the public; and (2) receive and consider public comment regarding federal Immigration and Customs Enforcement (ICE) access to individuals for civil immigration enforcement that was given by County law enforcement departments in 2017.

SUMMARY

N/A

DISCUSSION

In 2016, the Governor signed into law the Transparent Review of Unjust Transfers and Holds Act, also known as the "TRUTH Act." The TRUTH Act, at Government Code section 7283.1(d) states:

Beginning January 1, 2018, the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment. As part of this forum, the local law enforcement agency may provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted.

The TRUTH Act defines a “local law enforcement agency” as any agency of a city, county, city and county, special district, or other political subdivision of the state that is authorized to enforce criminal statutes, regulations, or local ordinances; or to operate jails or to maintain custody of individuals in jails; or to operate juvenile detention facilities or to

maintain custody of individuals in juvenile detention facilities; or to monitor compliance with probation or parole conditions.

Under the TRUTH Act, "ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

1. Responding to an ICE hold, notification, or transfer request.
2. Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.
3. Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
4. Allowing ICE to interview an individual.
5. Providing ICE information regarding dates and times of probation or parole check-ins.

A "hold request" means a federal Immigration and Customs Enforcement (ICE) request that a local law enforcement agency maintain custody of an individual currently in its custody beyond the time he or she would otherwise be eligible for release in order to facilitate transfer to ICE and includes, but is not limited to, Department of Homeland Security (DHS) Form I-247D.

A "notification request" means an Immigration and Customs Enforcement request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247N.

A "transfer request" means an Immigration and Customs Enforcement request that a local law enforcement agency facilitate the transfer of an individual in its custody to ICE, and includes, but is not limited to, DHS Form I-247X.

It has been determined that a community forum is necessary. The TRUTH Act provides that the community forum be scheduled with a thirty-day advance notice to the public. On November 7, 2018, the Record Searchlight, a newspaper of general circulation within Shasta County, published formal notice of the community forum in compliance with the thirty-day public notice requirement.

ALTERNATIVES

The TRUTH Act community forum is required to be held by the governing board of a local agency pursuant to Government Code section 7283.1(d). No other alternative is available.

OTHER AGENCY INVOLVEMENT

The Shasta County Probation Department and the Shasta County District Attorney's Office were consulted during the preparation of this report. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

None.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Regular - Public Works-11.

SUBJECT:

CSA No. 25-Keswick – LAFCO Dissolution Application

DEPARTMENT: Public Works

County Service Area No. 25-Keswick Water

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

On behalf of County Service Area (CSA) No. 25-Keswick Water, adopt a Resolution of Application which requests the Shasta Local Agency Formation Commission (LAFCO) initiate proceedings for dissolution.

SUMMARY

A merger is proposed to annex the CSA into the Shasta Community Services District.

DISCUSSION

County Service Area No. 25-Keswick Water (CSA) serves 209 customers. Shasta Community Services District (CSD) operates a parallel system with approximately 770 customers. The Carr Fire destroyed all but 24 of the homes in the CSA and a majority of those in the CSD.

CSA and CSD operations are funded through customer fees. Vacant parcels are billed at standby rates which do not fully recover fixed operational costs. Economies of scale may be realized by merging the two systems. A Preliminary Engineering Report (attached) has determined that consolidation is feasible and federal funding is available. The CSD has applied to LAFCO to annex the CSA territory and a concurrent application is proposed on behalf of the CSA.

ALTERNATIVES

The Board may decline to apply to LAFCO at this time. The CSA and the CSD would remain separate and parallel. User rates may rise sharply in both districts to balance revenues with expenditures.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The CSA had a negative cash balance when the Carr Fire broke out and will be addressed in a future hearing. There is no current General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
PACE Preliminary Engineering Report	11/20/2018	PACE Preliminary Engineering Report
LAFCO Application Resolution	11/19/2018	LAFCO Application Resolution
LAFCO Application Resolution (Exhibit A-Legal Description)	11/20/2018	LAFCO Application Resolution (Exhibit A-Legal Description)

PRELIMINARY ENGINEERING REPORT

FOR

**SHASTA COMMUNITY SERVICES DISTRICT
SHASTA CSD & KESWICK INTERTIE PROJECT**



OCTOBER 2018

JOB No. 149.51





October 24, 2018

149.51

SENT BY MAIL AND EMAIL

ckoeper@shastacsd.org

Chris Koeper, General Manager
Shasta Community Services District
P. O. Box 2520
Shasta, CA 96087

Dear Chris,

Subject: Shasta Community Services District and Keswick Intertie Project
Preliminary Engineering Report

The Carr Fire occurred from July 23 to August 30, 2018, burned approximately 229,651 acres, and destroyed 1,079 residences, 22 commercial structures, and 503 outbuildings. The Shasta Community Services District (Shasta CSD or District) lost over 500 homes within their service area boundary, reducing their active customers by 62%. Shasta County Service Area No. 25 (CSA 25 or Keswick) lost all but 10 of their 209 active customers. Therefore, it is no longer feasible for these agencies to operate two independent water systems. The severe wildland fire will have a long-term impact to the watershed, thus impacting raw water quality and quantity for the two agencies for years.

Shasta CSD and CSA 25 anticipate that their water treatment facilities are not adequate to treat highly turbid water expected from Whiskeytown Lake nor is it economically sustainable for CSA 25 to continue operating their WTP for 10 connections. The plan is to work together to produce safe drinking water for Shasta CSD and CSA 25 by using the District's WTP and, if necessary, resort to an emergency intertie with the City of Redding (COR). If Whiskeytown Lake becomes untreatable, COR plans to pump groundwater from the east to the west side of town, which will feed groundwater to SCSD and CSA 25 customers. The proposed CSA 25 and Shasta CSD intertie will reduce operation and maintenance costs and provide both agencies with reliable emergency water.

The District and CSA 25 are both rural communities with only 2,200 linear feet of pipe separating them. The State Water Resources Control Board Division of Drinking Water and numerous customers from both communities would like to see Shasta CSD annex CSA 25 and become one agency. While consolidation brings an economy of scale to two financially impacted communities, the first step in this process is to physically connect the two systems so that adequate water quality and quantity can be provided. This intertie will also allow the water agencies to operate one WTP, which will reduce costs significantly as the communities rebuild. It is expected it will take several years for the communities to return to normal operations.

Shasta Community Services District
Page 2

October 24, 2018
149.51

The District, acting as lead agency, needs to obtain emergency funding for this project through USDA Rural Development (RD) Emergency Community Water Assistance Grant (ECWAG). The attached Preliminary Engineering Report (PER) describes the project that will provide the necessary distribution system interties to provide safe drinking water and reduce the financial hardship to the communities. PACE appreciates the able assistance of the District and County staff in preparation of this PER. Please let us know if you would like to meet to discuss the findings and recommendations.

Sincerely,



Thomas W. Warnock
Principal Engineer



Jessica L. Chandler
Staff Engineer

TWW/JC
Enclosures

c: Pat Minturn, Shasta County, pminturn@co.shasta.ca.us

Mike Colbert, USDA Rural Development, mike.colbert@ca.usda.gov

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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1 PROJECT PLANNING	1
A. Location	1
B. Population Trends	1
C. Environmental Resources Present	4
2 EXISTING FACILITIES	5
A. Condition of Existing Facilities	5
B. Location Map	8
C. Water System Demand	8
D. Past Water Quality & Quantity Decline	11
E. Water Quality & Quantity Anticipated	11
F. Well Depth – N/A	15
G. Water Quality Regulatory Compliance	15
3 NEED FOR PROJECT	16
A. Need for Additional Water Treatment/Distribution	16
B. Fire Impact	16
C. Water Conservation	17
4 ALTERNATIVES CONSIDERED	18
A. Description	18
B. Design Criteria	20
C. Feasibility	20
5 SELECTION OF AN ALTERNATIVE	21
A. Alternatives Analysis	21
B. Non-Monetary Factors Analysis	21
6 PROPOSED PROJECT	22
A. Description	22
B. Total Project Cost Estimate	22
7 CONCLUSIONS AND RECOMMENDATIONS	26

TABLE OF CONTENTS (CONTINUED)

APPENDICES

END OF REPORT

A Water Quality Testing Reports

TABLES

PAGE

1	Storage Tank Summary	7
2	Pump Station Summary	7
3	Alternative Weighted Matrix Rating	21
4	Construction Cost Estimate	22
5	Total Project Cost Estimate	25

FIGURES

1	Shasta CSD District Boundary Map	2
2	Keswick District Boundary Map	3
3	Hydraulic Grade Lines	9
4	Shasta CSD System Pressure at Hidden Forest Trail	10
5	Carr Fire Map.....	14
6	Proposed Pipeline Alignment.....	23
7	Proposed PRV Location.....	24

PHOTOS

1	Benson Drive Pump Station at Spring Creek Conduit.....	6
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ABBREVIATIONS

AC	Asbestos Cement
ADD	Average Day Demand
AMR	Automatic Meter Reader
BMPs	Best Management Practices
CAP	Cryptosporidium Action Plan
CEQA	California Environmental Quality Act
CFS	Cubic Feet per Second
CI	Cast Iron
COR	City of Redding
CSA 25	Shasta County Service Area No. 25
CSD	Community Services District
CVP	Central Valley Project
DDW	Division of Drinking Water
DI	Ductile Iron
District	Shasta Community Services District
GPM	Gallons per Minute
GS	Galvanized Steel
HDPE	High Density Polyethylene
HE	Household Equivalents
Keswick	Shasta County Service Area No. 25
MDD	Maximum Day Demand
PRV	Pressure Reducing Valve
PVC	Polyvinyl Chloride
TOC	Total Organic Carbon
TTHM	Total Trihalomethanes
USBR	United States Bureau of Reclamation
VOC	Volatile Organic Compounds
WRMS	Water Resource Managers of Shasta
WTP	Water Treatment Plant

PRELIMINARY ENGINEERING REPORT

FOR

SHASTA COMMUNITY SERVICES DISTRICT SHASTA CSD & KESWICK INTERTIE PROJECT

OCTOBER 2018

JOB No. 149.51



**SHASTA CSD & KESWICK INTERTIE PROJECT
PROJECT ENGINEERING REPORT
October 2018**

**SECTION 1
PROJECT PLANNING**

A. LOCATION

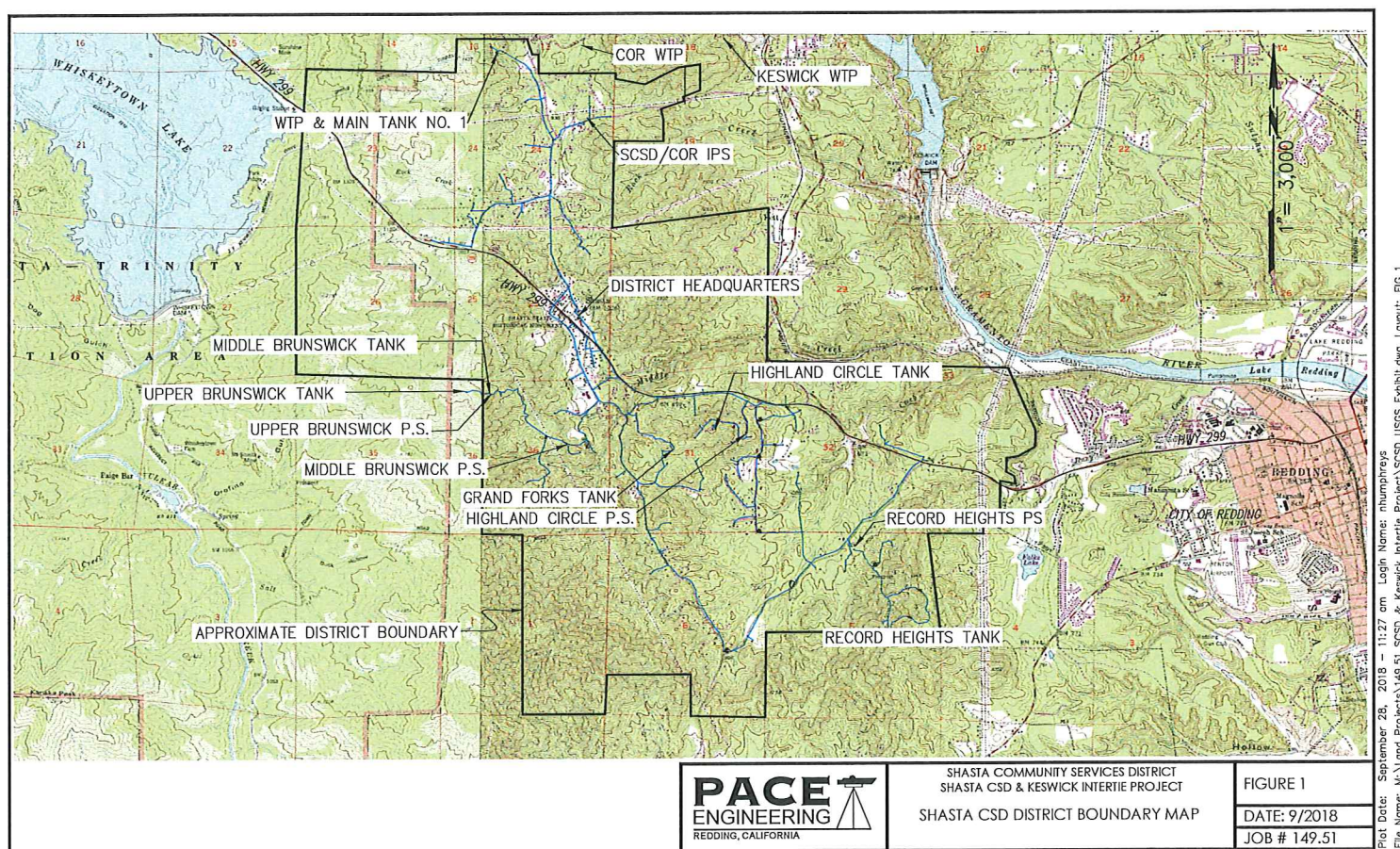
The Shasta Community Services District (District or Shasta CSD) is located in Shasta County approximately 2 miles west of the COR. The existing District Service Area Boundary shown on Figure 1 encompasses approximately 11.5 square miles (7,389 acres). Figure 1 also shows the District's critical water components.

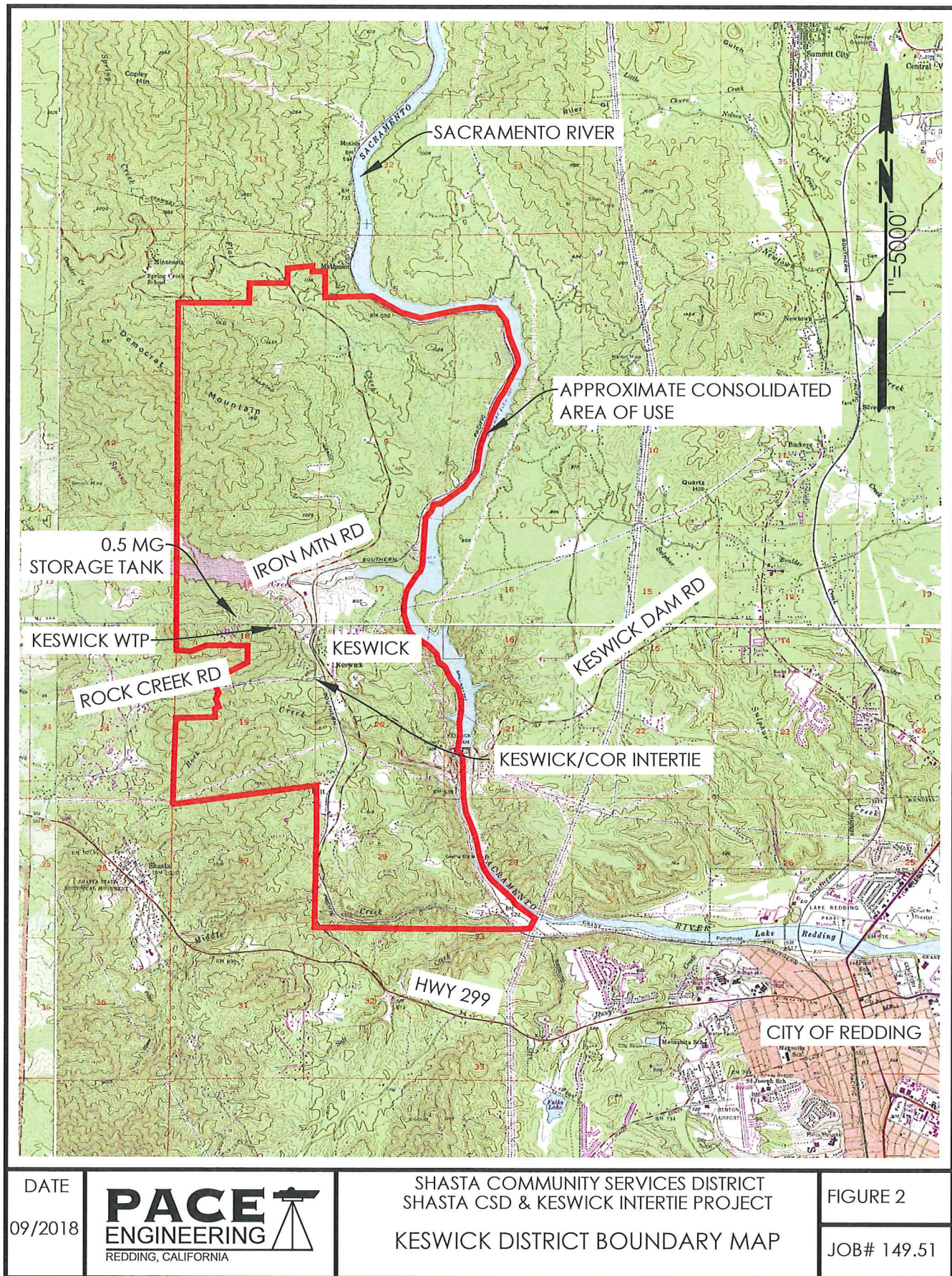
The Shasta County Service Area No. 25 - Keswick (Keswick or CSA 25) is located north of Highway 299W on Iron Mountain Road, approximately 3 miles northwest of Redding in Shasta County, California. Keswick's "consolidated area of use" as defined by the United States Bureau of Reclamation (USBR) is shown in Figure 2 and is approximately 5,360 acres.

B. POPULATION TRENDS

There were 725 active connections and 149 inactive/future connections serving a population of 1,771 people in Shasta CSD prior to the Carr Fire that occurred from July 23 to August 30, 2018. The District lost over 500 homes within their service area boundary, reducing their active customers by 62%. Prior to the fire, the District had a fairly consistent 0.9% annual growth rate in service connections.

Keswick had 209 active connections serving a population of 660 people prior to the Carr Fire. The community lost 96% of their homes within the consolidated area of use, leaving behind 10 active users. Fortunately, the agency reports customers are moving back to their vacant lots with recreational vehicles and using water. Prior to the fire, Keswick was operating at 96% of allocated connections, and CSA 25 had not expanded its boundary since it was formed in 1990.





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C. ENVIRONMENTAL RESOURCES PRESENT

Project elements consist of replacing infrastructure or construction of new facilities on previously disturbed sites and as such, do not appear to have any lasting, significant impact on land resources, historic sites, wetlands, flood plain, endangered species, or critical habitat. The proposed pipeline will be constructed in an existing roadway and in some areas in the shoulder of Rock Creek Road. Based on this, the District anticipates obtaining a California Environmental Quality Act (CEQA) Statutory Exemption for the project. The project design will include best management practices (BMPs) so as not to impact natural resources. These BMPs will need to be implemented and monitored during construction.

SECTION 2 EXISTING FACILITIES

A. CONDITION OF EXISTING FACILITIES

WATER SUPPLY: The District receives all of its water through the Central Valley Project (CVP) as administered by the USBR. The District has a post-1914 water contract obligation of 1,000 acre-feet of CVP water to be used only for municipal, domestic, and industrial purposes. Under the contract, the District is obligated a maximum of 1,000 acre-feet per year at a maximum rate of 1,750 GPM. The contract was issued in 1964 and was valid for 40 years to 2004. The USBR and District signed a new agreement in 2010.

INTAKE FACILITY: Water from the Whiskeytown Lake is drawn from the Spring Creek Conduit. An underground vault located off Benson Drive, at the northern boundary of the District, contains a 12-inch tap to the conduit and the USBR meter measures the volume of water taken by the District. Located next to the vault is the District's Benson Drive Pump Station, which is used more often than ever before because of low pressure in the Spring Creek Conduit during high demands.

BENSON DRIVE PUMP STATION: During low-pressure periods and when the water treatment plant (WTP) is called into backwash, the Benson Drive Pump Station is automatically called into service to add about 47 feet of total dynamic head to a flow of 1,400 gallons per minute (GPM) per pump.

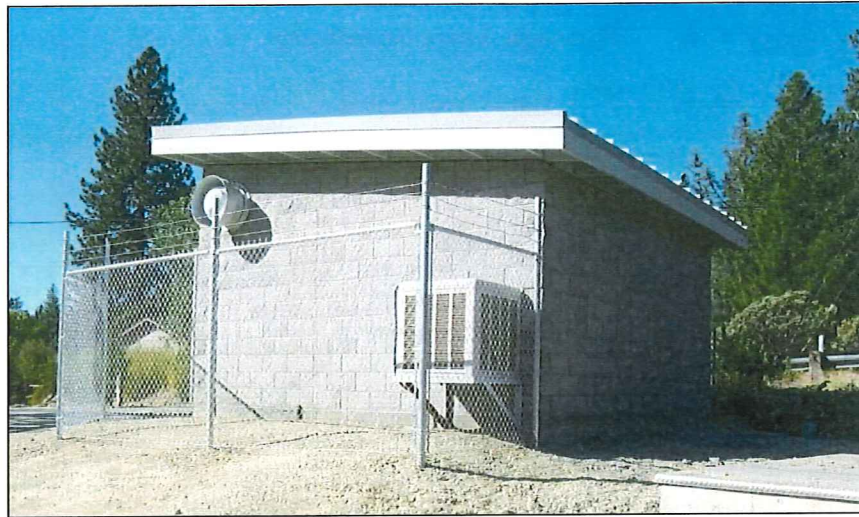


Photo 1 - Benson Drive Pump Station at Spring Creek Conduit

WATER TREATMENT PLANT: In 2008-2009, the District constructed \$2.3M of improvements to the WTP including replacement of Main Tank 1 from 0.15 MG to 0.38 MG, addition of the 0.12 MG backwash tank, SCADA, and filter reconstruction.

DISTRIBUTION SYSTEM: The District's primary transmission main begins at the WTP and consists of a 12-inch-diameter cast iron (CI) pipe that travels along Benson Drive to Rock Creek Road, then south to McComb Hill through the town of Shasta to the Grand Forks Tank. The distribution system is illustrated in Figure 1. The entire distribution system consists of approximately 23.5 miles of 2- to 12-inch-diameter pipes. Water mains are primarily made of cement-lined CI, asbestos cement (AC), ductile iron (DI), polyvinyl chloride (PVC), and galvanized steel (GS) pipe.

Storage Tanks

The District is currently 70% complete with a \$5.2M improvement project to replace eight storage tanks and four pump stations that were in poor condition with four new welded steel tanks and four new pump stations. Table 1 summarizes the District's existing tanks. The Whispering Woods subdivision has been under construction since 2004, and the developer anticipates completing the water infrastructure within the next year, so it is not included in the District's total storage capacity.

Table 1 Storage Tank Summary				
Reservoir Name	Type	Date Constructed	Volume (MG)	Pressure Zone
Main Tank #1	Bolted Steel	2009	0.38	Main
Main Tank #2	Welded Steel	1987	0.15	Main
Grand Forks	Welded Steel	1997	0.5	Main
Upper Brunswick	Welded Steel	2018	0.077	Upper Brunswick
Middle Brunswick	Welded Steel	Under Construction	0.137	Middle Brunswick
Highland Circle	Welded Steel	2018	0.127	Highland Circle
Record Heights	Welded Steel	Under Construction	0.094	Record Heights
Whispering Woods	Welded Steel	2004	0.16	Not in Service
Total Storage Capacity After Construction:			1.465 MG	

Pump Stations

Shasta CSD controls 12 pressure zones using a combination of tanks, pressure reducing valves (PRVs), and pump stations. Four new pump stations are currently under construction as part of the Tanks and Pump Stations Replacement Project and are expected to be operating by the end of 2018. The new pump stations were designed to supply up to 500 GPM of water from the higher pressure zone to the lower pressure zone when a low suction pressure is identified. In 2015, the District constructed an intertie pump station with the COR, so the Bureau of Reclamation could complete maintenance on the Spring Creek Conduit. The District's pump stations are summarized in Table 2.

Table 2 Pump Station Summary					
Name	Type of Pump	Date Constructed	No. of Pumps	Rate Capacity per Pump (GPM)	Pressure Zone
Benson Drive	Vertical Turbine	2009	2	1400	Main
COR Intertie Pump Station	Vertical Turbine	2015	2	600	Main
Middle Brunswick	Submersible	2018	2	25	Upper Brunswick
Lower Brunswick	Submersible	2018	2	110	Middle Brunswick
Highland Circle	Submersible	2018	2	97	Highland Circle
Record Heights	Submersible	2018	2	50	Record Heights
Whispering Woods	TBD	TBD	TBD	TBD	Not in Service

Meters

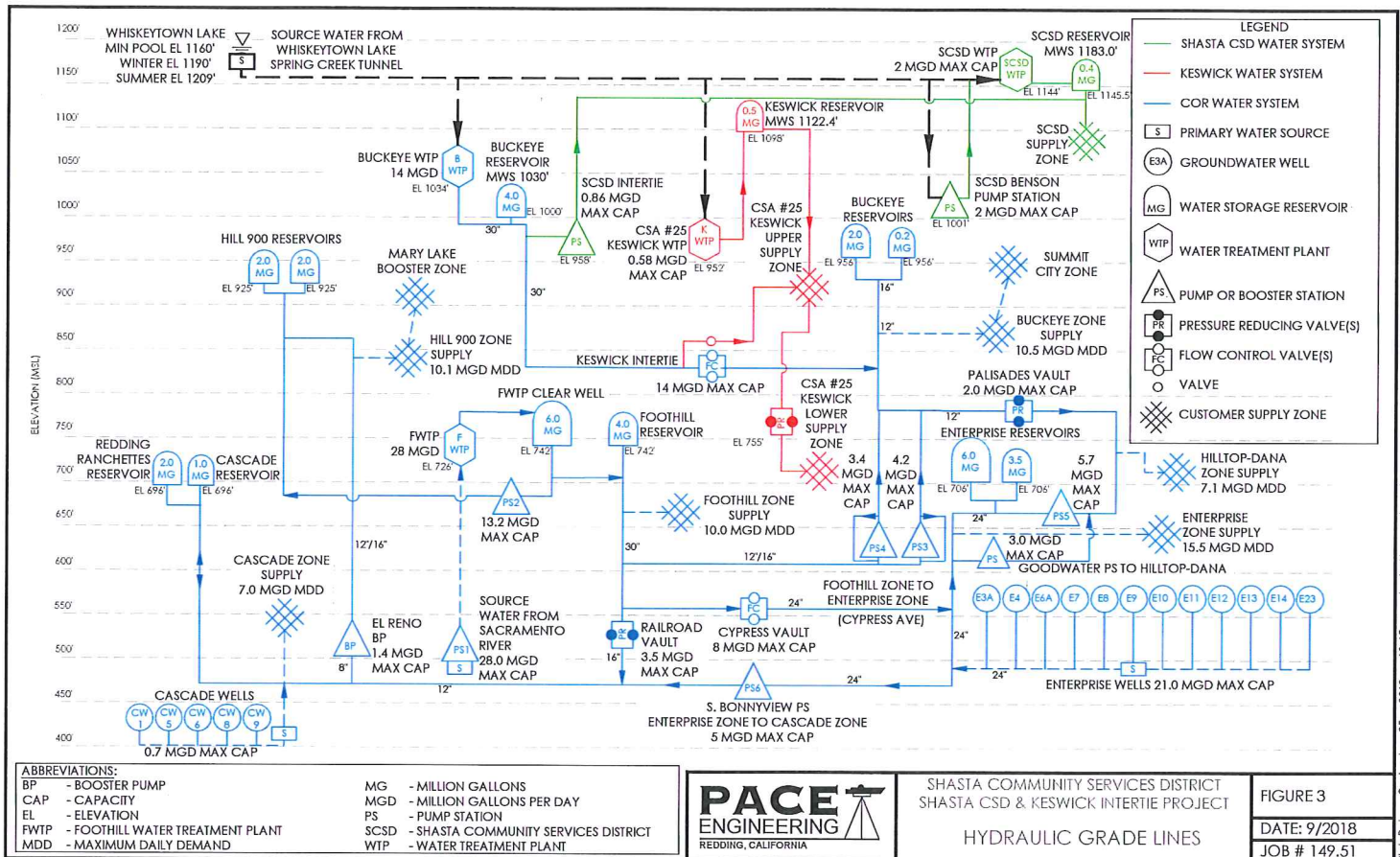
Shasta CSD replaced all manual read meters to automatic meter readers (AMRs) in 2013. The District has indicated about 20 meters and appurtenances were damaged in the fire. CSA 25 is still using manual meters. Replacing meters for active CSA 25 customers with AMRs would reduce monthly operating costs and work with Shasta CSD's current billing software. CSA 25 has reported 23 customers are now using water.

B. LOCATION MAP

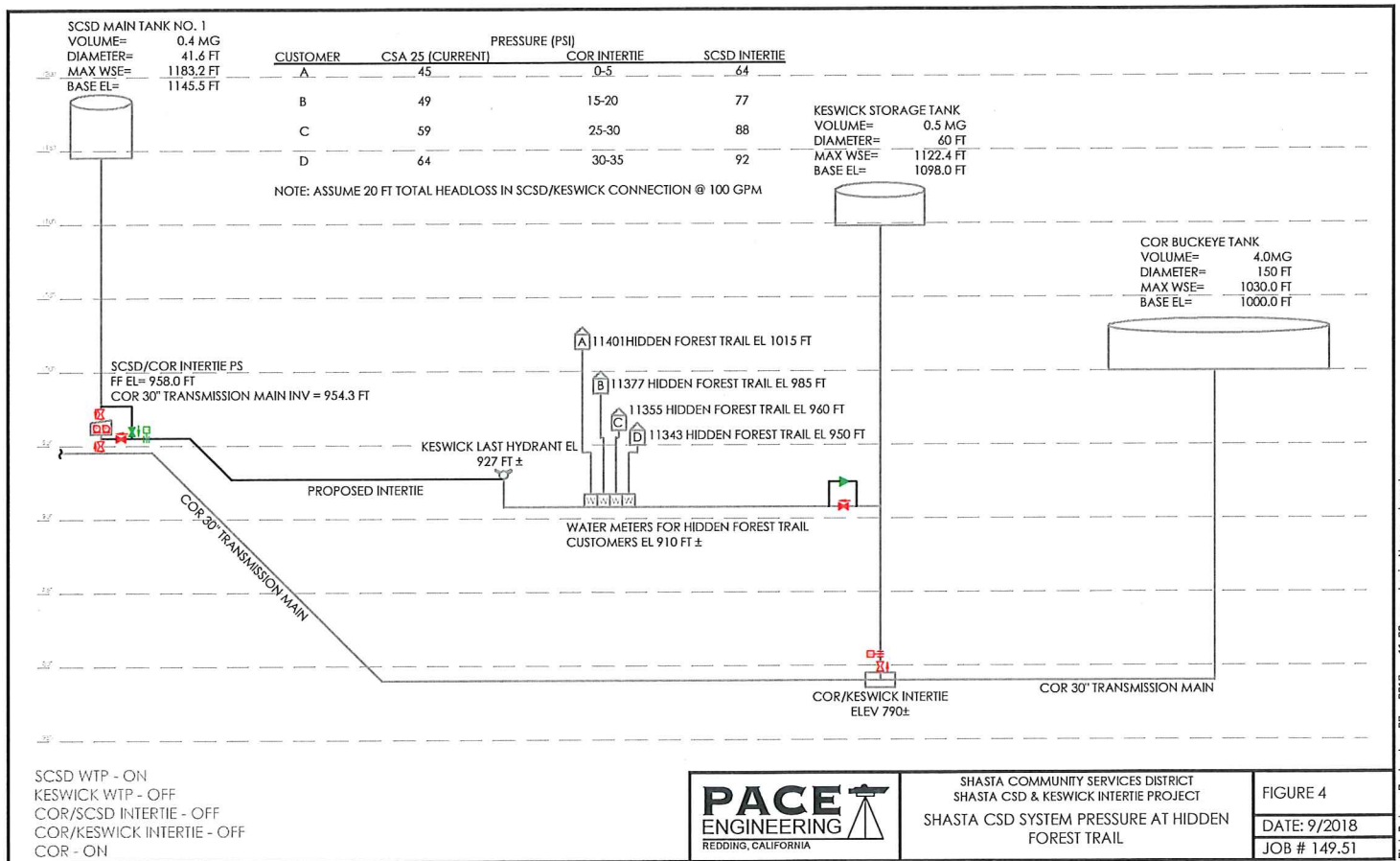
Figures 1 and 2 show the location of the primary features of each water system, including the service area boundary, water treatment plants, and storage tanks. Figure 3 shows the hydraulic grade lines connecting Shasta CSD, CSA 25, and COR water systems. Both Shasta CSD and CSA 25 have emergency interties with the COR. Figure 4 indicates four homes in CSA 25 that cannot be provided adequate water pressure when CSA 25 is operating the COR intertie.

C. WATER SYSTEM DEMAND

From a regulatory standpoint, Section §64554, New and Existing Source Capacity, Title 22 California Code of Regulations, requires the following: At all times, a public water system's water source(s) shall have the capacity to meet the system's maximum day demand (MDD). For systems with less than 1,000 service connections, the system shall have storage capacity equal to or greater than MDD, unless the system can demonstrate that it has an additional source of supply or has an emergency source connection that can meet the MDD requirement. Both MDD and peak hour demand (PHD) requirements shall be met in the system as a whole and in each individual pressure zone. The greatest recorded production MDD in the last 10 years was 1.92 MG in 2010, which is approximately 2,400 GPD/HE, using 801 household equivalents (HEs). Based upon 2015 records, the average day demand (ADD) and MDD were approximately 380 and 1,012 GPD/HE, respectively, most likely reflecting the recent cost increase in water and cutbacks due to the drought. Shasta CSD has 1.465 MG in storage and COR intertie pump station provides an additional 600 GPM. Per the District's 2015 Division of Drinking Water (DDW) inspection report, Shasta CSD will meet this requirement once the Tank Replacement Project is complete.



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File Name: M:\Land Projects\149.51 SCSD & Keswick Intertie Project\Foresee Diagram.dwg, Layout: ELEVATION DIA 51

D. PAST WATER QUALITY & QUANTITY DECLINE

Shasta CSD experienced a significant decline in water quality and quantity during the fire and a few weeks following the event. At the peak of the fire, the District had no choice but to bypass their WTP and send non-potable water into the distribution system. Unfortunately, the District was still unable to keep up with demands. In a matter of days, 500 homes in Shasta CSD were destroyed, which resulted in leaks throughout the distribution system and inadequate distribution pressures. The District discovered several service lines, meters, fire hydrants, and pump stations were destroyed by the fire. The Tanks and Pump Stations Replacement Project was under construction during the fire, and the new facilities were not operating. The existing Lower and Middle Brunswick Pump Stations were burned to the ground and communications were lost, leaving Middle Brunswick Tank and Upper Brunswick Tank empty. Highland Circle Tank communication cable and service panel were destroyed during the fire, and the Highland Circle Tank drained as communication failed. The District rented generators and requested the contractor get the new Lower and Middle Brunswick Pump Stations operating as soon as possible to return pressure and storage to the distribution system.

Shasta CSD issued a boil water notice to customers on July 26, 2018, which was lifted on August 15, 2018. The DDW worked with Shasta CSD during the fire to keep customers informed regarding water quality in the area. The District reported a lot of debris was observed during hydrant flushing. DDW requested the District collect water samples in the heavily damaged areas and test for volatile organic compounds (VOCs). These results are attached in Appendix A and it appears total trihalomethanes was the only constituent that exceeded the MCL.

E. WATER QUALITY & QUANTITY ANTICIPATED

The District was able to return water quality and storage to all pressure zones by mid-August. However, all the damage that resulted from the fire (meters, hydrants, and communications) are still not restored to pre-fire conditions. Meters and hydrants are not covered under the District's insurance as they are not specific sites, and the District will need to replace these components with reserves and hope for FEMA reimbursement. The District operators report

several hydrants can no longer be opened as the valves are stuck and/or broken. The number of meters reported as damaged in this report are estimated based on visual observation. The District's AMR equipment was in their office that was lost in the fire. Once a new handheld device is received, the operators will be able to determine if the remaining meters are operating correctly.

Shasta CSD and CSA 25 lost over 700 homes combined in the Carr Fire and are now realizing the financial hardship of losing a majority of their water customers. CSA 25 and Shasta CSD lost 96% and 62% of their water consumers, respectively. This will result in a significant decline in water use, which causes water quality concerns in addition to financial hardship. Both agencies are expecting a considerable decline in their operating and maintenance budgets for several years as a majority of their customers lost their homes and are now inactive and paying a reduced monthly fee. Therefore, the agencies are proposing to join forces by connecting the two water systems and operate one WTP for both communities. In addition to decreased budgets, the operators will likely be faced with more water quality challenges this winter. It is expected the WTP will require more coagulant dosing and backwashing to keep up with the raw water quality anticipated. Therefore, the District will likely have increased chemical and pumping costs this winter.

Shasta CSD and CSA 25 have historically had issues with disinfection by-products during low demand months. This significant reduction in customers will cause the water age in the tanks and mainlines to increase, which will likely result in stagnant water. With increased detention time and increased Total Organic Carbon (TOC), the operators will need to dose the water with more chlorine to maintain a residual in the distribution system, which may increase disinfection by-products for both systems. To maintain water quality in the distribution system, operators will need to flush mains and keep relatively low levels in the tank.

The District has already seen a significant reduction in water demand since the fire. Operators expect the demand will continue to drop over the next several months as cleanup efforts subside this winter. The District can adjust tank setpoints this winter to encourage water turnover, but it is expected water may become stagnant in the upper pressure zones. A hydrant flushing program will be developed to reduce water stagnation as several mainlines

will have low to no demand for years. Operators will need to identify if sections of mainline can be isolated from the system to reduce areas of stagnant water.

Shasta CSD has a backwash rate 12-15 GPM/SF. If the turbidity in Whiskeytown Lake increases, the filters will get blinded quicker and require more frequent backwash. The District has a 0.12 MG backwash tank and would normally return to the raw water stream per the Cryptosporidium Action Plan (CAP) goal of 10% or less. DDW has indicated this is a goal and not an enforceable action; therefore, the District may be required to return at more than 10% if needed. However, if the backwash water is also high in turbidity, this may lead to more backwashing and/or exceedance in the filtered water turbidity standard of 0.2 NTU.

After several meetings with the local Water Resource Managers of Shasta (WRMS), Shasta CSD, CSA 25, COR, and DDW, it has become evident that there is major water quality concern for agencies that use Whiskeytown Lake as their raw water source. As shown in Figure 5, the Carr Fire burned around the entire lake leaving behind ash, debris, chemicals, and no vegetation for bank stabilization. The COR Buckeye WTP, Clear Creek CSD, Centerville CSD, CSA 25, and Shasta CSD all rely on Whiskeytown Lake for their raw water source. Unfortunately, only COR and Clear Creek CSD have alternative water sources that can provide adequate water supply in the low-demand months. The remaining agencies are anticipating their surface water plants will be unable to meet water quality requirements this winter if Whiskeytown Lake is inundated with debris and ash. Therefore, DDW is urging these communities to work together and provide a plan to use alternative water sources and/or interties with adjacent agencies to maintain water quality requirements. Centerville CSD has three interties with the COR to provide emergency water to their community when needed. CSA 25 and Shasta CSD each have an emergency intertie with the COR. However, the COR intertie with CSA 25 is unable to provide the minimum 20 PSI to about four homes along Rock Creek Road. This was determined during the 2014 Keswick WTP Improvement Project. To complete these improvements, CSA 25 installed temporary high density polyethylene (HDPE) piping along Rock Creek to provide water to these customers from Shasta CSD. This pipe provided adequate pressures to these customers for several months while the WTP improvements were under construction. This temporary piping was stored at the CSA 25 WTP but was burned up during the fire. This project will provide both SCSD and CSA 25 with

a backup plan this winter, which DDW is encouraging. It is anticipated all water systems previously mentioned, with the exception of Clear Creek CSD, will be served by COR through interties if Whiskeytown Lake water quality becomes too difficult to treat.

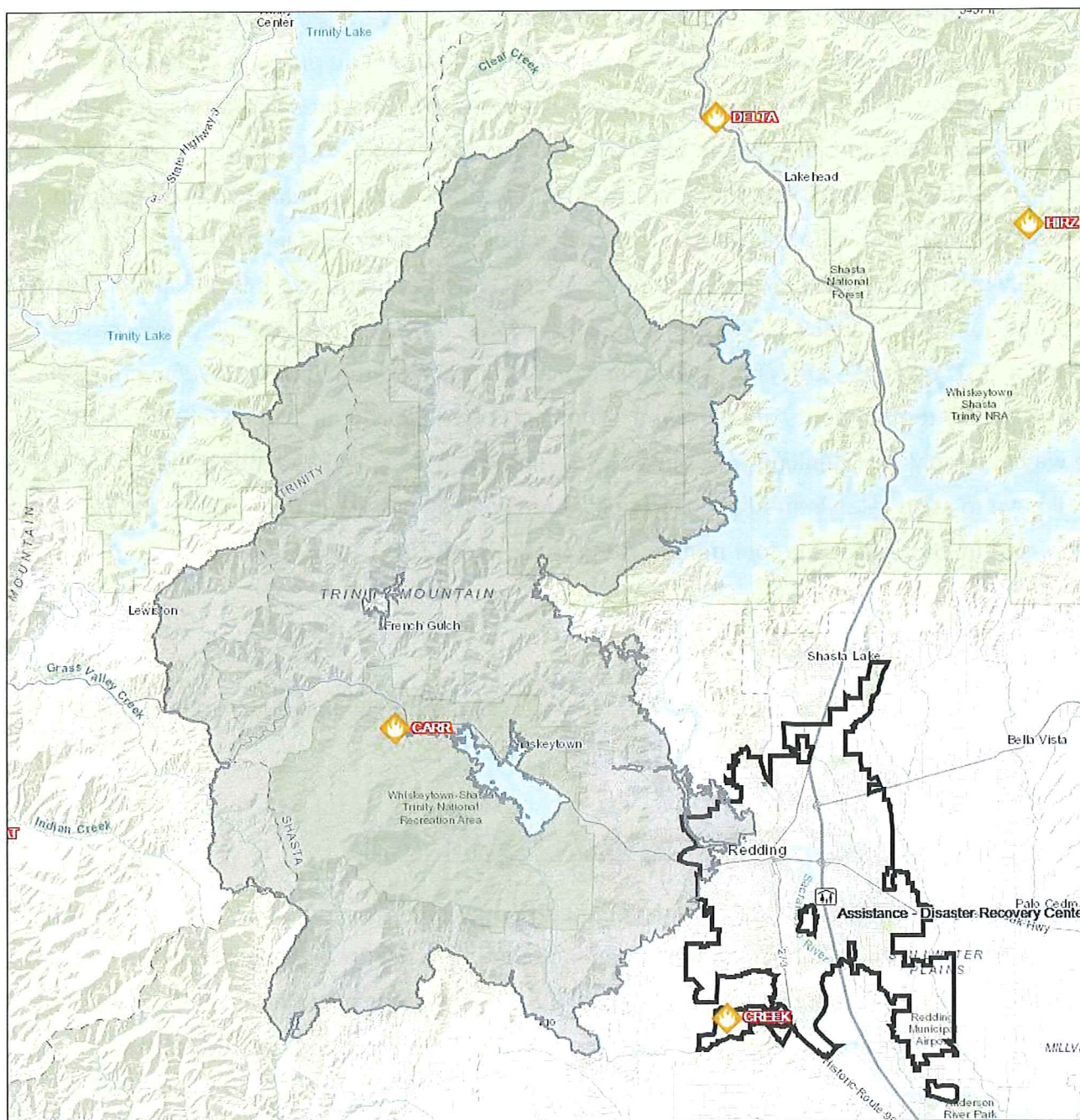


Figure 5 – Carr Fire Map

A combination of the previously described water quality concerns is expected to result in a significant decline in water quality this winter and an increase in operating expenses. In 2008, PACE completed a particle study for Shasta CSD that indicated an average raw water turbidity of 7 NTU would result in a filtered effluent turbidity of 0.2 NTU. Per Shasta CSD's 2015 DDW Inspection Report, the District is required to achieve a filtered water turbidity of 0.2 NTU or less in 95% of the measurements. A typical winter can produce a raw water turbidity peak of 3 to 4 NTU. Based on a brief literature review of fires similar in magnitude, extreme raw water turbidities have been observed in excess of 4,200 NTU (Hohner et al, 2016). Clear Creek CSD operators indicated in 1983, raw water turbidities in Whiskeytown Lake exceeded 400 NTU following a nearby landslide, which resulted in filtered water effluent turbidity of 80 NTU, far in exceedance of the 0.5 NTU limit at that time. It is difficult to predict the level of turbidity that will be experienced this winter; however, we can confidently say Shasta CSD and CSA 25 WTPs are not designed to treat extreme turbidity levels and meet water quality requirements or objectives. This project will allow both Shasta CSD and CSA 25 a way to supply safe drinking water to all remaining customers. Without this project, CSA 25 will have to raise rates immediately to bring in additional staff to man the WTP at least full-time and truck water to the four homes along Rock Creek Rd.

F. WELL DEPTH – N/A

Shasta CSD's water supply is strictly surface water. No groundwater wells are within the District. Therefore, no well depths are available.

G. WATER QUALITY REGULATORY COMPLIANCE

Shasta CSD and CSA 25 have both experienced issues with disinfection by-products during low demand, specifically total trihalomethanes (TTHMs). CSA 25 recently installed a post-chlorination system and implemented new tank level setpoints to reduce TTHMs. The CSA 25 operator has indicated these new practices have reduced their TTHM issues.

SECTION 3 NEED FOR PROJECT

A. NEED FOR ADDITIONAL WATER TREATMENT/DISTRIBUTION

The Spring Creek Conduit, which feeds CSA 25, Shasta CSD, and COR Buckeye WTPs, draws water from Whiskeytown Lake at a flow upwards of 4,000 cubic feet per second (CFS) to generate power at the Spring Creek Powerhouse. It is expected this high flow rate will stir up the already turbid water in Whiskeytown Lake, and the water agencies using this conduit will have much higher turbidity than their surface WTPs were designed to treat. COR's Buckeye plant is a conventional WTP, which means they have a sedimentation tank and are permitted to provide a turbidity limit of 0.3 NTU. CSA 25 and Shasta CSD are both inline filtration plants and are required to meet a turbidity limit of 0.2 NTU in at least 95% of the samples.

Debris removal crews are using a substantial volume of water in Shasta CSD and CSA 25 in a rush to clean up the burned lots prior to winter. Once these crews de-mobilize, it is expected the water demand in both Shasta CSD and CSA 25 will become stagnant in several areas. The proposed project would intertie CSA 25 and Shasta CSD and utilize one WTP during the low demand periods. By connecting the two systems, the agencies can reduce energy costs and water stagnation issues while operating one WTP at an optimized loading rate. Shasta CSD, still having the largest demand out of the two agencies, would operate their WTP and feed CSA 25 through 2,200 feet of 8-inch mainline. This intertie would also provide flexibility if Shasta CSD WTP could no longer treat the raw water and the agencies needed to operate using the CSA 25 WTP. Most likely, both WTPs will be unable to treat the high turbidity expected, and they will rely on COR to supply water to their customers through Shasta CSD's intertie. The COR/Shasta CSD intertie will provide adequate pressures to all homes in both CSA 25 and Shasta CSD through the proposed waterline when COR water is provided.

B. FIRE IMPACT

The Carr Fire impacted the north state in many ways including financially, emotionally, and now poses a threat to several communities' water quality. The Carr Fire that started on the

northwest side of Whiskeytown Lake burned through the forest impacting several watersheds that feed our drinking water sources, as shown in Figure 5. In addition, to damaging the watersheds, the fire impacted water quality and quantity in Shasta CSD and CSA 25. It is expected both Shasta CSD and CSA 25 will struggle with disinfection by-products and water stagnation issues in the distribution system given the significant reduction in demand.

Clear Creek CSD did a preliminary study using ash from the fire to create turbid water in a 250-gallon container. The results of this study indicated the ash material will settle but could also impact turbidity and pH of the lake. Clear Creek CSD operators also noticed the ash has no measurable positive or negative charge, which could affect coagulant dosing for facilities like Shasta CSD and CSA 25 that doses coagulant based on the water's charge measured with a streaming current controller. An online raw water turbidity meter and controller is recommended for this project to facilitate operations when ash reaches the raw water.

C. WATER CONSERVATION

Shasta CSD and CSA 25 implemented water conservation requirements required by the State of California. These requirements are still in place for both agencies. However, operators will have to flush hydrants and tanks more frequently as certain pressure zones have little to no demand.

SECTION 4 ALTERNATIVES CONSIDERED

A. DESCRIPTION

The impending impacts of the 2018 fire season to the watersheds feeding Shasta CSD and CSA 25 and the need for this project are described in Section 3 of this report. Alternatives to address impacts to water quality and quantity include:

- Alternative 1 – Interconnect with an adjacent system
- Alternative 2 – Modify the existing water supply system
- Alternative 3 – Additional groundwater supply
- Alternative 4 – Groundwater treatment
- Alternative 5 – Additional surface water supply
- Alternative 6 – CSA 25 Booster Pump Station
- Alternative 7 – No project

Alternative 1 – Interconnect with an adjacent system: This alternative would consist of installing 2,200 linear feet of 8-inch pipe along Rock Creek Road, PRV on Tanstaafi Road, telemetry at the CSA 25 WTP, and replacement of meters and hydrants where no longer functional. There is approximately 2,200 feet of pipeline that separates Shasta CSD from supplying CSA 25 customers by gravity. This pipeline would eliminate the need to operate two WTPs this winter and provide adequate water pressure to homes in the CSA 25 high pressure zone when the COR intertie is in operation. The PRV is required because Shasta CSD operates at approximately 26 PSI higher than CSA 25 and would overflow the CSA 25 tank. This alternative would not eliminate the risk of stagnant water but would greatly reduce it by supplying higher quality water from COR's Buckeye WTP and/or COR's groundwater sources.

Alternative 2 – Modify the existing water supply system: This alternative would consist of installing a sedimentation tank at CSA 25 WTP and Shasta CSD WTP to provide conventional treatment with flocculation. This alternative does not address the stagnant water issue nor

could it be completed prior to this winter to treat the expected high raw water turbidities. Therefore, this alternative was not feasible to address immediate concerns. The agencies may want to evaluate this alternative as part of a long-term capital improvement project.

Alternative 3 – Additional Groundwater supply: This alternative is not feasible as the District has not found an adequate groundwater supply within the agency service area boundary.

Alternative 4 – Groundwater Treatment: This alternative can be eliminated for the same reason as indicated in Alternative 3.

Alternative 5 – Additional Surface Water Supply: The nearest alternative surface water supply is the Spring Creek Arm of the Keswick Reservoir, which is located approximately 3 miles away. This alternative would have a much larger environmental impact than Alternative 1, as the pipeline would route through mountainous terrain and require several easements. This section of the Keswick Reservoir is heavily impacted by Iron Mountain Mine and would likely have poor water quality. Whiskeytown Lake typically has clean water and low turbidity; therefore, several agencies have been able to manage operating with inline filtration plants. If the District changes their surface water supply, additional WTP improvements would likely be required to meet drinking water quality standards. This alternative does not address the stagnant water issue, nor could it be completed prior to this winter to treat the expected high raw water turbidities. Therefore, the high-pressure zone in CSA 25 would still not have adequate water pressures in the event the agency needed to use their COR intertie.

Alternative 6 – CSA 25 Booster Pump Station: This alternative would include installation of a booster pump immediately downstream of the COR Buckeye Transmission Main intertie with the CSA 25 distribution system. The booster pump would increase pressure in the distribution system so that it could serve properties higher in elevation in Keswick. This alternative would not include the intertie with Shasta CSD and thus does not further potential consolidation of Shasta CSD and CSA 25. In addition, design and construction of the booster pump station would take additional time and would likely not be completed by the 2018-19 winter when extreme turbidity events are anticipated and a fully functional intertie with COR is required.

Alternative 7 – No project: This alternative can be eliminated as responsible agencies including the State Water Resources Control Board DDW are recommending these two water agencies work together to develop a plan to supply drinking water prior to this winter's poor water quality. Alternative 1 is the least expensive and most environmentally friendly option to meet the immediate drinking water quality and quantity concerns.

B. DESIGN CRITERIA

The design criteria used for evaluation of alternatives was generated from available historical data as well as industry recognized design standards adopted by local regulatory agencies, including DDW.

C. FEASIBILITY

Proposed project alternatives do not appear to have any lasting, significant impacts on land resources, historic sites, wetlands, flood plain, endangered species, or critical habitat. The recommended project design and construction will need to take into account specific BMPs for short-term construction-related activities so as not to cause any long-term environmental impacts. Project BMPs will need to be monitored during active phases of the project.

SECTION 5

SELECTION OF AN ALTERNATIVE

A. ALTERNATIVES ANALYSIS

Cost feasibility is determined by life cycle (Net Present Worth) cost analysis in order to compare technically feasible alternatives for each project alternative. The Net Present Worth is a basic evaluation of alternative costs utilizing Present Worth Factors [(P/A) and (P/F)]. Alternative 1 was the only feasible alternative that could be completed by this winter to address the immediate concern of water quality. While Alternatives 2 and 3 would address water quality concern, these alternatives would take years to get through permitting and construction.

B. NON-MONETARY FACTORS ANALYSIS

Non-monetary factors can be considered when evaluating alternatives if the range between present worth values is small. Non-monetary factors include ability to meet environmental impacts, obtain easements, meet future regulations, maintain the facilities with the skill set locally available, and simplicity of operation. A matrix of weighted non-monetary factors is presented in Table 3.

TABLE 3 Shasta Community Services District Shasta CSD & Keswick Intertie Project Alternative Weighted Matrix Ranking					
Non-Monetary Factor	Alternative				
	1	2	5	6	7
Area disturbed	8	6	4	9	10
Ability to obtain easements & permits	8	9	4	2	10
Flexibility of system control	10	10	8	6	0
Immediate compliance with water quality	10	2	2	2	0
Able to be maintained by District staff	10	8	5	4	10
Total:	46	35	23	23	30
Notes: 1. Weighting based upon a scale from 1-10. 2. The higher the number, the more preferred the alternative.					

SECTION 6

PROPOSED PROJECT

A. DESCRIPTION

Recommended Project – Alternative 1:

Alternative 1 includes the following construction items:

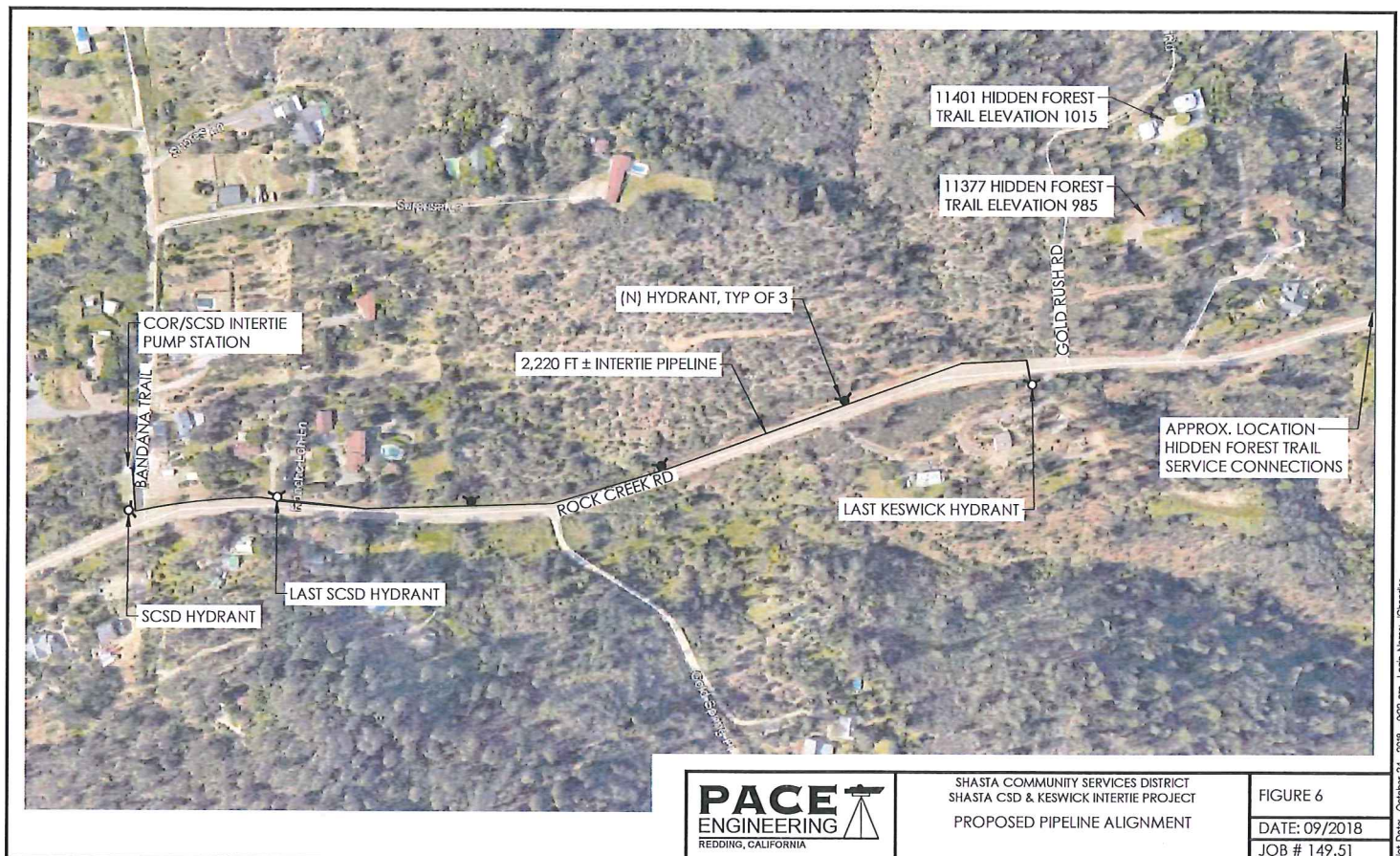
- Install 2,200 feet of 8-inch water main pipe with hydrants every 450 feet.
- Install raw water turbidity meter and controller.
- Install PRV to control CSA 25 tank level and reduce Keswick water pressures.
- Install telemetry at CSA 25 to communicate with Shasta CSD WTP.
- Replace meters and hydrants damaged in CSA 25 and Shasta CSD.
- Resurface disturbed area.

Figures 6 and 7 show the proposed improvements.

B. TOTAL PROJECT COST ESTIMATE

The total construction cost estimate for the recommended Alternative 1 for installing an intertie between CSA 25 and Shasta CSD is \$507,000 as summarized in Table 4.

TABLE 4 Shasta Community Services District Shasta CSD & Keswick Intertie Project Construction Cost Estimate					
No.	Item	Quantity	Unit	Unit Cost¹	Total Cost
1	Raw Water Turbidity Meter and Controller	1	LS	\$10,000	\$10,000
2	8-inch Intertie Piping	2,200	LF	\$125	\$275,000
3	PRV Vault	1	LS	\$50,000	\$50,000
4	Telemetry	1	LS	\$50,000	\$50,000
5	Meters ²	50	EA	\$1,000	\$50,000
6	Hydrants ²	12	EA	\$6,000	\$72,000
TOTAL CONSTRUCTION COST:					\$507,000
¹ . All costs in September 2018 dollars at an ENR index of 11170. ² . Quantities of meters and hydrants may decrease if the District is successful in obtaining FEMA funding.					



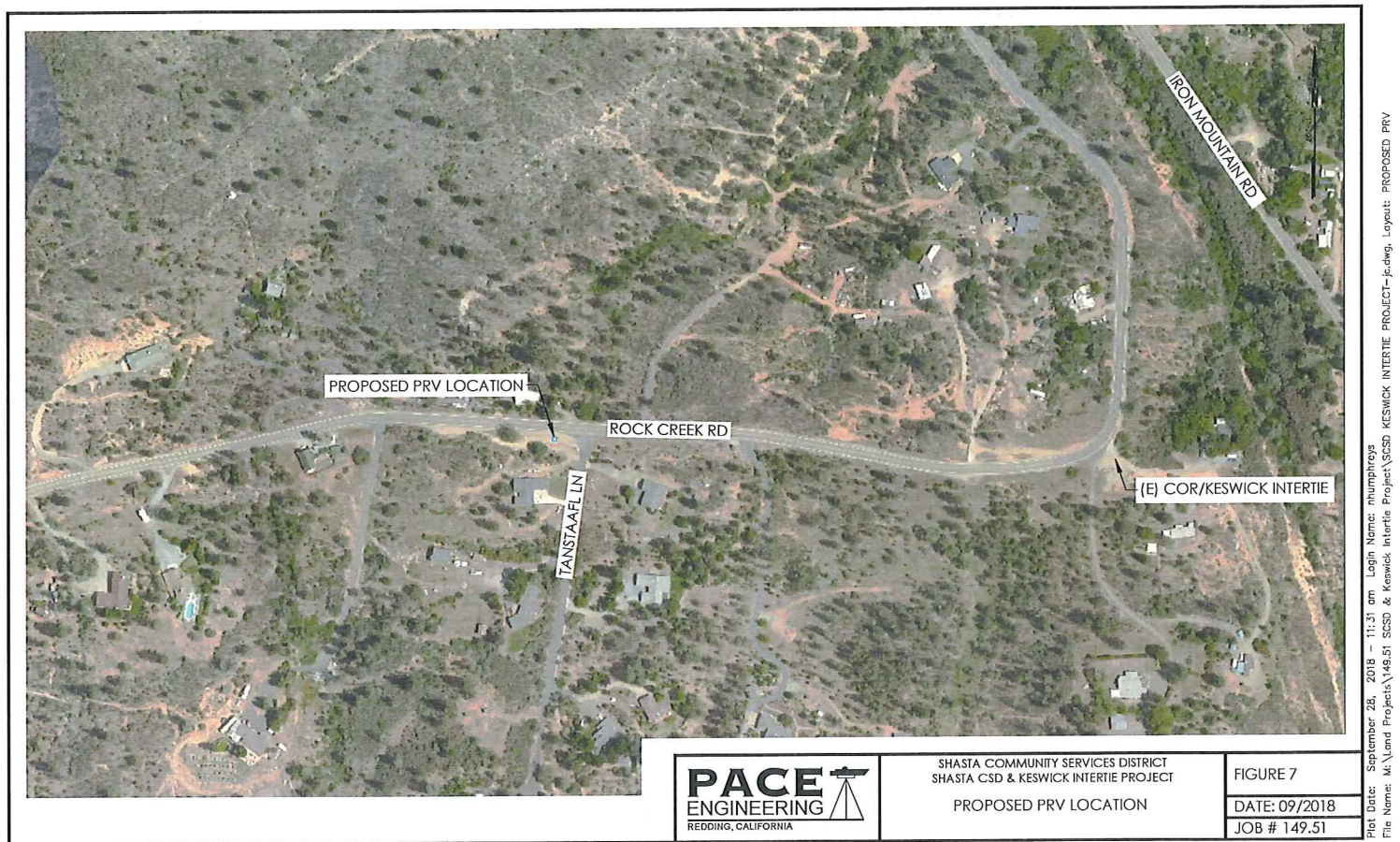


Table 5 provides a Total Project Cost including construction and indirect costs.

TABLE 5			
Shasta Community Services District			
Shasta CSD & Keswick Intertie Project			
Total Project Cost Estimate			
No.	Item		Total
INDIRECT COST			
1	Property Purchase/Lease Agreements		\$0
2	Easement Acquisition/Rights-of-Way/Water Rights		\$0
3	Legal Counsel Agreements between Agencies		\$20,000
4	Engineering Services	Subtotal	
5	Preliminary Engineering Report (PER)	\$15,000	
6	Preliminary and Final Design Phase Services	\$50,700	
7	Bidding/Contract Award Phase Services	\$15,000	
8	Construction and Post-Construction Phase Services	\$30,000	
9	Resident Project Representative Services (Resident Inspector)	\$50,000	
10	Operation & Maintenance Manual(s)	\$5,000	
11	Hydrogeologist Services	\$0	
12	Other Engineering Services – Rate Study	\$45,000	
13	TOTAL ENGINEERING SERVICES:		\$210,700
14	Equipment/Materials (direct purchase using USDA approved methods, separate from the construction bid/cost)	\$0	
15	Construction Cost Estimate – See Table 4 for Construction Cost Breakdown ²		\$507,000
16	Construction Contingency		\$50,700
TOTAL CONSTRUCTION COST:			\$788,400
1. All costs in September 2018 dollars at an ENR index of 11170.			
2. Construction Cost Estimate is based on using American-made iron and steel products as required.			

SECTION 7

CONCLUSIONS AND RECOMMENDATIONS

Shasta CSD and CSA 25 are public water systems that serve small rural disadvantaged communities. The Carr Fire so devastated both agencies such that they will need to raise rates, ask for loan forgiveness, and/or defer payments for several years as projected budgets will not be adequate to operate and maintain their water facilities. Shasta CSD's General Manager and the Shasta County Public Works Director are considering the option of connecting the two agencies as a form of surviving the next several years. If the proposed intertie is constructed, the agencies could work together and share the costs of treating and supplying water to their remaining active customers.

Shasta CSD has two full-time operators dedicated to the WTP and distribution system. CSA 25 has one part-time employee that checks the WTP daily and Shasta County Public Works maintains CSA 25's distribution system, along with eight other water/wastewater facilities. Shasta CSD, being the larger community, is equipped with the staff and WTP capacity to serve Shasta CSD and CSA 25 customers. CSA 25 lost 96% of their customer base, and it is no longer feasible for them to operate as an independent water system. Based on a review of this information and DDW's recommendation, the District and CSA 25 are proposing to combine efforts and run one WTP to serve both communities. This project is recommended so these agencies can be prepared with an emergency intertie to provide drinking water that meets water quality standards when their WTPs cannot.

As previously described, this project is being prioritized given the predictions of this winter's water quality in Whiskeytown Lake. It is our professional opinion that it is imminent that the communities of Shasta CSD and Keswick will experience a significant decline in the quality of water if winter storms bring heavy precipitation to the burned watershed along Whiskeytown Lake and that such a significant decline is likely to occur within one year. It is also our opinion that the proposed project is necessary to alleviate this upcoming problem at wintertime demands.

Recommended upgrades to the District's existing water distribution system include the following:

- Install 2,200 feet of 8-inch water main along Rock Creek Road.
- Install a PRV to feed Keswick system from Shasta CSD.
- Replace 50 meters damaged during the fire.
- Install telemetry system at Keswick Tank and WTP to operate with Shasta CSD WTP.
- Install raw water turbidity meter and controller.
- Replace meters and hydrants damaged in CSA 25 and Shasta CSD.

The estimated project cost is approximately \$788,400, including construction and indirect costs.

APPENDIX A



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voice 530.894.8966
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August 28, 2018

Lab ID: 18H0934

CHRIS KOEPER
SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087
RE: DRINKING WATER MONITORING


Dear CHRIS KOEPER,

Enclosed are the analysis results for Work Order number 18H0934. All analyses were performed under strict adherence to our established Quality Assurance Plan. Any abnormalities are listed in the qualifier section of this report.

If you have any questions regarding these results, please feel free to contact us at any time. We appreciate the opportunity to service your environmental testing needs.

Sincerely,


For



Ricky D. Jensen

Laboratory Director

California ELAP Certification Number 1677



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Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Attention: CHRIS KOEPER
Project: DRINKING WATER MONITORING

Description: 15075 BRUNSWICK HYDRANT

Matrix: Drinking Water

Lab ID: 18H0934-01

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Sampled: 08/20/18 12:35

Received: 08/20/18 14:18

Volatile Organic Compounds

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
Benzene	ug/l	ND			0.50	EPA 524.2	08/21/18	08/21/18	B8H1339
Bromobenzene	"	ND			0.50	"	"	"	"
Bromochloromethane	"	ND			0.50	"	"	"	"
Bromodichloromethane	"	3.16			1.00	"	"	"	"
Bromoform	"	ND			1.00	"	"	"	"
Bromomethane	"	ND			0.50	"	"	"	"
n-Butylbenzene	"	ND			0.50	"	"	"	"
sec-Butylbenzene	"	ND			0.50	"	"	"	"
tert-Butylbenzene	"	ND			0.50	"	"	"	"
Carbon tetrachloride	"	ND			0.50	"	"	"	"
Chlorobenzene	"	ND			0.50	"	"	"	"
Chloroethane	"	ND			0.50	"	"	"	"
2-Chloroethylvinyl ether	"	ND			0.50	"	"	"	"
Chloroform	"	72.5			1.00	"	08/23/18	"	"
Chloromethane	"	ND			0.50	"	08/21/18	"	"
2-Chlorotoluene	"	ND			0.50	"	"	"	"
4-Chlorotoluene	"	ND			0.50	"	"	"	"
Dibromochloromethane	"	ND			1.00	"	"	"	"
1,2-Dibromo-3-chloropropane (DBCP)	"	ND			0.50	"	"	"	"
Dibromomethane	"	ND			0.50	"	"	"	"
1,2-Dichlorobenzene (o-DCB)	"	ND			0.50	"	"	"	"
1,3-Dichlorobenzene (m-DCB)	"	ND			0.50	"	"	"	"
1,4-Dichlorobenzene (p-DCB)	"	ND			0.50	"	"	"	"
Dichlorodifluoromethane (CFC 12)	"	ND			0.50	"	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	ND			0.50	"	"	"	"
1,2-Dichloroethane (1,2-DCA)	"	ND			0.50	"	"	"	"
cis-1,2-Dichloroethene (c-1,2-DCE)	"	ND			0.50	"	"	"	"
trans-1,2-Dichloroethene (t-1,2-DCE)	"	ND			0.50	"	"	"	"
1,1-Dichloroethene (1,1-DCE)	"	ND			0.50	"	"	"	"
Dichloromethane (Methylene Chloride)	"	ND			0.50	"	"	"	"
1,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,3-Dichloropropane	"	ND			0.50	"	"	"	"
2,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,1-Dichloropropene	"	ND			0.50	"	"	"	"
1,3-Dichloropropene (total)	"	ND			0.50	"	"	"	"
Di-Isopropyl Ether (DIPE)	"	ND			0.50	"	"	"	"
Ethylbenzene	"	ND			0.50	"	"	"	"
Ethyl tert-Butyl Ether (ETBE)	"	ND			0.50	"	"	"	"
Hexachlorobutadiene	"	ND			0.50	"	"	"	"
Isopropylbenzene	"	ND			0.50	"	"	"	"
p-Isopropyltoluene	"	ND			0.50	"	"	"	"
Methyl tert-Butyl Ether (MTBE)	"	ND			0.50	"	"	"	"
Naphthalene	"	ND			0.50	"	"	"	"
n-Propylbenzene	"	ND			0.50	"	"	"	"
Styrene	"	ND			0.50	"	"	"	"
1,1,1,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
tert-Amyl Methyl Ether (TAME)	"	ND			0.50	"	"	"	"

Kathy Jan
Approved By

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Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Attention: CHRIS KOEPER
Project: DRINKING WATER MONITORING

Description: 15075 BRUNSWICK HYDRANT

Matrix: Drinking Water

Lab ID: 18H0934-01

Sampled: 08/20/18 12:35

Received: 08/20/18 14:18

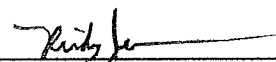
Lab No: 18H0934

Reported: 08/28/18

Phone: 241-6264

Volatile Organic Compounds

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
tert-Butyl Alcohol (TBA)	"	ND			5.00	"	"	08/21/18	"
1,1,2,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
Tetrachloroethene (PCE)	"	ND			0.50	"	"	"	"
Toluene	"	ND			0.50	"	"	"	"
1,2,3-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,2,4-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	ND			0.50	"	"	"	"
1,1,2-Trichloroethane (1,1,2-TCA)	"	ND			0.50	"	"	"	"
Trichloroethene (TCE)	"	ND			0.50	"	"	"	"
Trichlorotrifluoroethane (Freon 113)	"	ND			0.50	"	"	"	"
Trichlorofluoromethane (Freon 11)	"	ND			0.50	"	"	"	"
1,2,4-Trimethylbenzene	"	ND			0.50	"	"	"	"
1,3,5-Trimethylbenzene	"	ND			0.50	"	"	"	"
Vinyl chloride	"	ND			0.50	"	"	"	"
m,p-Xylene	"	ND			1.00	"	"	"	"
o-Xylene	"	ND			0.50	"	"	"	"
Xylenes (total)	"	ND			1.00	"	"	"	"
Total Trihalomethanes	"	75.7			1.00	"	"	"	"


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fax 530.894.5143

Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Attention: CHRIS KOEPER**Project:** DRINKING WATER MONITORING**Description:** 15075 BRUNSWICK**Matrix:** Drinking Water**Lab ID:** 18H0934-02**Sampled:** 08/20/18 12:48**Received:** 08/20/18 14:18**Lab No:** 18H0934**Reported:** 08/28/18**Phone:** 241-6264**Volatile Organic Compounds**

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
Benzene	ug/l	ND			0.50	EPA 524.2	08/21/18	08/21/18	B8H1339
Bromobenzene	"	ND			0.50	"	"	"	"
Bromochloromethane	"	ND			0.50	"	"	"	"
Bromodichloromethane	"	1.57			1.00	"	"	"	"
Bromoform	"	ND			1.00	"	"	"	"
Bromomethane	"	ND			0.50	"	"	"	"
n-Butylbenzene	"	ND			0.50	"	"	"	"
sec-Butylbenzene	"	ND			0.50	"	"	"	"
tert-Butylbenzene	"	ND			0.50	"	"	"	"
Carbon tetrachloride	"	ND			0.50	"	"	"	"
Chlorobenzene	"	ND			0.50	"	"	"	"
Chloroethane	"	ND			0.50	"	"	"	"
2-Chloroethylvinyl ether	"	ND			0.50	"	"	"	"
Chloroform	"	36.8			1.00	"	"	"	"
Chloromethane	"	ND			0.50	"	"	"	"
2-Chlorotoluene	"	ND			0.50	"	"	"	"
4-Chlorotoluene	"	ND			0.50	"	"	"	"
Dibromochloromethane	"	ND			1.00	"	"	"	"
1,2-Dibromo-3-chloropropane (DBCP)	"	ND			0.50	"	"	"	"
Dibromomethane	"	ND			0.50	"	"	"	"
1,2-Dichlorobenzene (o-DCB)	"	ND			0.50	"	"	"	"
1,3-Dichlorobenzene (m-DCB)	"	ND			0.50	"	"	"	"
1,4-Dichlorobenzene (p-DCB)	"	ND			0.50	"	"	"	"
Dichlorodifluoromethane (CFC 12)	"	ND			0.50	"	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	ND			0.50	"	"	"	"
1,2-Dichloroethane (1,2-DCA)	"	ND			0.50	"	"	"	"
cis-1,2-Dichloroethene (c-1,2-DCE)	"	ND			0.50	"	"	"	"
trans-1,2-Dichloroethene (t-1,2-DCE)	"	ND			0.50	"	"	"	"
1,1-Dichloroethene (1,1-DCE)	"	ND			0.50	"	"	"	"
Dichloromethane (Methylene Chloride)	"	ND			0.50	"	"	"	"
1,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,3-Dichloropropane	"	ND			0.50	"	"	"	"
2,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,1-Dichloropropene	"	ND			0.50	"	"	"	"
1,3-Dichloropropene (total)	"	ND			0.50	"	"	"	"
Di-Isopropyl Ether (DIPE)	"	ND			0.50	"	"	"	"
Ethylbenzene	"	ND			0.50	"	"	"	"
Ethyl tert-Butyl Ether (ETBE)	"	ND			0.50	"	"	"	"
Hexachlorobutadiene	"	ND			0.50	"	"	"	"
Isopropylbenzene	"	ND			0.50	"	"	"	"
p-Isopropyltoluene	"	ND			0.50	"	"	"	"
Methyl tert-Butyl Ether (MTBE)	"	ND			0.50	"	"	"	"
Naphthalene	"	ND			0.50	"	"	"	"
n-Propylbenzene	"	ND			0.50	"	"	"	"
Styrene	"	ND			0.50	"	"	"	"
1,1,1,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
tert-Amyl Methyl Ether (TAME)	"	ND			0.50	"	"	"	"

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Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Attention: CHRIS KOEPER

Project: DRINKING WATER MONITORING

Description: 15075 BRUNSWICK

Lab ID: 18H0934-02

Sampled: 08/20/18 12:48

Matrix: Drinking Water

Received: 08/20/18 14:18

Volatile Organic Compounds

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
tert-Butyl Alcohol (TBA)	"	ND			5.00	"	"	08/21/18	"
1,1,2,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
Tetrachloroethene (PCE)	"	ND			0.50	"	"	"	"
Toluene	"	ND			0.50	"	"	"	"
1,2,3-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,2,4-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	ND			0.50	"	"	"	"
1,1,2-Trichloroethane (1,1,2-TCA)	"	ND			0.50	"	"	"	"
Trichloroethene (TCE)	"	ND			0.50	"	"	"	"
Trichlorotrifluoroethane (Freon 113)	"	ND			0.50	"	"	"	"
Trichlorofluoromethane (Freon 11)	"	ND			0.50	"	"	"	"
1,2,4-Trimethylbenzene	"	ND			0.50	"	"	"	"
1,3,5-Trimethylbenzene	"	ND			0.50	"	"	"	"
Vinyl chloride	"	ND			0.50	"	"	"	"
m,p-Xylene	"	ND			1.00	"	"	"	"
o-Xylene	"	ND			0.50	"	"	"	"
Xylenes (total)	"	ND			1.00	"	"	"	"
Total Trihalomethanes	"	38.4			1.00	"	"	"	"

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Chico, California 95928 fax 530.894.5143

Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Attention: CHRIS KOEPER

Project: DRINKING WATER MONITORING

Description: 16444 VALPERASO

Matrix: Drinking Water

Lab ID: 18H0934-03

Sampled: 08/20/18 11:34

Received: 08/20/18 14:18

Lab No: 18H0934

Reported: 08/28/18

Phone: 241-6264

Volatile Organic Compounds

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
Benzene	ug/l	ND			0.50	EPA 524.2	08/21/18	08/21/18	B8H1339
Bromobenzene	"	ND			0.50	"	"	"	"
Bromochloromethane	"	ND			0.50	"	"	"	"
Bromodichloromethane	"	1.48			1.00	"	"	"	"
Bromoform	"	ND			1.00	"	"	"	"
Bromomethane	"	ND			0.50	"	"	"	"
n-Butylbenzene	"	ND			0.50	"	"	"	"
sec-Butylbenzene	"	ND			0.50	"	"	"	"
tert-Butylbenzene	"	ND			0.50	"	"	"	"
Carbon tetrachloride	"	ND			0.50	"	"	"	"
Chlorobenzene	"	ND			0.50	"	"	"	"
Chloroethane	"	ND			0.50	"	"	"	"
2-Chloroethylvinyl ether	"	ND			0.50	"	"	"	"
Chloroform	"	33.4			1.00	"	"	"	"
Chloromethane	"	ND			0.50	"	"	"	"
2-Chlorotoluene	"	ND			0.50	"	"	"	"
4-Chlorotoluene	"	ND			0.50	"	"	"	"
Dibromochloromethane	"	ND			1.00	"	"	"	"
1,2-Dibromo-3-chloropropane (DBCP)	"	ND			0.50	"	"	"	"
Dibromomethane	"	ND			0.50	"	"	"	"
1,2-Dichlorobenzene (o-DCB)	"	ND			0.50	"	"	"	"
1,3-Dichlorobenzene (m-DCB)	"	ND			0.50	"	"	"	"
1,4-Dichlorobenzene (p-DCB)	"	ND			0.50	"	"	"	"
Dichlorodifluoromethane (CFC 12)	"	ND			0.50	"	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	ND			0.50	"	"	"	"
1,2-Dichloroethane (1,2-DCA)	"	ND			0.50	"	"	"	"
cis-1,2-Dichloroethene (c-1,2-DCE)	"	ND			0.50	"	"	"	"
trans-1,2-Dichloroethene (t-1,2-DCE)	"	ND			0.50	"	"	"	"
1,1-Dichloroethene (1,1-DCE)	"	ND			0.50	"	"	"	"
Dichloromethane (Methylene Chloride)	"	ND			0.50	"	"	"	"
1,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,3-Dichloropropane	"	ND			0.50	"	"	"	"
2,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,1-Dichloropropene	"	ND			0.50	"	"	"	"
1,3-Dichloropropene (total)	"	ND			0.50	"	"	"	"
Di-Isopropyl Ether (DIPE)	"	ND			0.50	"	"	"	"
Ethylbenzene	"	ND			0.50	"	"	"	"
Ethyl tert-Butyl Ether (ETBE)	"	ND			0.50	"	"	"	"
Hexachlorobutadiene	"	ND			0.50	"	"	"	"
Isopropylbenzene	"	ND			0.50	"	"	"	"
p-Isopropyltoluene	"	ND			0.50	"	"	"	"
Methyl tert-Butyl Ether (MTBE)	"	ND			0.50	"	"	"	"
Naphthalene	"	ND			0.50	"	"	"	"
n-Propylbenzene	"	ND			0.50	"	"	"	"
Styrene	"	ND			0.50	"	"	"	"
1,1,1,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
tert-Amyl Methyl Ether (TAME)	"	ND			0.50	"	"	"	"

Ruby
Approved By

Basic Laboratory Inc
California ELAP Cert #1677 and #2718



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Report To: SHASTA COMMUNITY SERVICE DIST
 POST OFFICE BOX 2520
 SHASTA, CA 96087

Attention: CHRIS KOEPER
Project: DRINKING WATER MONITORING

Description: 16444 VALPERASO
Matrix: Drinking Water

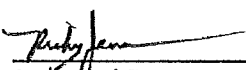
Lab ID: 18H0934-03

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Sampled: 08/20/18 11:34
Received: 08/20/18 14:18

Volatile Organic Compounds

<u>Analyte</u>	<u>Units</u>	<u>Results</u>	<u>Qualifier</u>	<u>MDL</u>	<u>RL</u>	<u>Method</u>	<u>Analyzed</u>	<u>Prepared</u>	<u>Batch</u>
tert-Butyl Alcohol (TBA)	"	ND			5.00	"	"	08/21/18	"
1,1,2,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
Tetrachloroethene (PCE)	"	ND			0.50	"	"	"	"
Toluene	"	ND			0.50	"	"	"	"
1,2,3-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,2,4-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	ND			0.50	"	"	"	"
1,1,2-Trichloroethane (1,1,2-TCA)	"	ND			0.50	"	"	"	"
Trichloroethene (TCE)	"	ND			0.50	"	"	"	"
Trichlorotrifluoroethane (Freon 113)	"	ND			0.50	"	"	"	"
Trichlorofluoromethane (Freon 11)	"	ND			0.50	"	"	"	"
1,2,4-Trimethylbenzene	"	ND			0.50	"	"	"	"
1,3,5-Trimethylbenzene	"	ND			0.50	"	"	"	"
Vinyl chloride	"	ND			0.50	"	"	"	"
m,p-Xylene	"	ND			1.00	"	"	"	"
o-Xylene	"	ND			0.50	"	"	"	"
Xylenes (total)	"	ND			1.00	"	"	"	"
Total Trihalomethanes	"	34.9			1.00	"	"	"	"


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3860 Morrow Lane, Suite F
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Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Attention: CHRIS KOEPER

Project: DRINKING WATER MONITORING

Description: 16444 VALPERASO HYDRANT

Matrix: Drinking Water

Lab ID: 18H0934-04

Lab No: 18H0934

Reported: 08/28/18

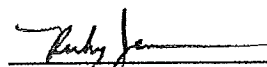
Phone: 241-6264

Sampled: 08/20/18 11:20

Received: 08/20/18 14:18

Volatile Organic Compounds

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
Benzene	ug/l	ND			0.50	EPA 524.2	08/21/18	08/21/18	B8H1339
Bromobenzene	"	ND			0.50	"	"	"	"
Bromochloromethane	"	ND			0.50	"	"	"	"
Bromodichloromethane	"	3.46			1.00	"	"	"	"
Bromoform	"	ND			1.00	"	"	"	"
Bromomethane	"	ND			0.50	"	"	"	"
n-Butylbenzene	"	ND			0.50	"	"	"	"
sec-Butylbenzene	"	ND			0.50	"	"	"	"
tert-Butylbenzene	"	ND			0.50	"	"	"	"
Carbon tetrachloride	"	ND			0.50	"	"	"	"
Chlorobenzene	"	ND			0.50	"	"	"	"
Chloroethane	"	ND			0.50	"	"	"	"
2-Chloroethylvinyl ether	"	ND			0.50	"	"	"	"
Chloroform	"	93.7			1.00	"	08/23/18	"	"
Chloromethane	"	ND			0.50	"	08/21/18	"	"
2-Chlorotoluene	"	ND			0.50	"	"	"	"
4-Chlorotoluene	"	ND			0.50	"	"	"	"
Dibromochloromethane	"	ND			1.00	"	"	"	"
1,2-Dibromo-3-chloropropane (DBCP)	"	ND			0.50	"	"	"	"
Dibromomethane	"	ND			0.50	"	"	"	"
1,2-Dichlorobenzene (o-DCB)	"	ND			0.50	"	"	"	"
1,3-Dichlorobenzene (m-DCB)	"	ND			0.50	"	"	"	"
1,4-Dichlorobenzene (p-DCB)	"	ND			0.50	"	"	"	"
Dichlorodifluoromethane (CFC 12)	"	ND			0.50	"	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	ND			0.50	"	"	"	"
1,2-Dichloroethane (1,2-DCA)	"	ND			0.50	"	"	"	"
cis-1,2-Dichloroethene (c-1,2-DCE)	"	ND			0.50	"	"	"	"
trans-1,2-Dichloroethene (t-1,2-DCE)	"	ND			0.50	"	"	"	"
1,1-Dichloroethene (1,1-DCE)	"	ND			0.50	"	"	"	"
Dichloromethane (Methylene Chloride)	"	ND			0.50	"	"	"	"
1,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,3-Dichloropropane	"	ND			0.50	"	"	"	"
2,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,1-Dichloropropene	"	ND			0.50	"	"	"	"
1,3-Dichloropropene (total)	"	ND			0.50	"	"	"	"
Di-Isopropyl Ether (DIPE)	"	ND			0.50	"	"	"	"
Ethylbenzene	"	ND			0.50	"	"	"	"
Ethyl tert-Butyl Ether (ETBE)	"	ND			0.50	"	"	"	"
Hexachlorobutadiene	"	ND			0.50	"	"	"	"
Isopropylbenzene	"	ND			0.50	"	"	"	"
p-Isopropyltoluene	"	ND			0.50	"	"	"	"
Methyl tert-Butyl Ether (MTBE)	"	ND			0.50	"	"	"	"
Naphthalene	"	ND			0.50	"	"	"	"
n-Propylbenzene	"	ND			0.50	"	"	"	"
Styrene	"	ND			0.50	"	"	"	"
1,1,1,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
tert-Amyl Methyl Ether (TAME)	"	ND			0.50	"	"	"	"


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Report To: SHASTA COMMUNITY SERVICE DIST
 POST OFFICE BOX 2520
 SHASTA, CA 96087

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Attention: CHRIS KOEPER
Project: DRINKING WATER MONITORING
Description: 16444 VALPERASO HYDRANT**Lab ID:** 18H0934-04**Sampled:** 08/20/18 11:20**Matrix:** Drinking Water**Received:** 08/20/18 14:18**Volatile Organic Compounds**

<u>Analyte</u>	<u>Units</u>	<u>Results</u>	<u>Qualifier</u>	<u>MDL</u>	<u>RL</u>	<u>Method</u>	<u>Analyzed</u>	<u>Prepared</u>	<u>Batch</u>
tert-Butyl Alcohol (TBA)	"	ND			5.00	"	"	08/21/18	"
1,1,2,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
Tetrachloroethene (PCE)	"	ND			0.50	"	"	"	"
Toluene	"	ND			0.50	"	"	"	"
1,2,3-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,2,4-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	ND			0.50	"	"	"	"
1,1,2-Trichloroethane (1,1,2-TCA)	"	ND			0.50	"	"	"	"
Trichloroethene (TCE)	"	ND			0.50	"	"	"	"
Trichlorotrifluoroethane (Freon 113)	"	ND			0.50	"	"	"	"
Trichlorofluoromethane (Freon 11)	"	ND			0.50	"	"	"	"
1,2,4-Trimethylbenzene	"	ND			0.50	"	"	"	"
1,3,5-Trimethylbenzene	"	ND			0.50	"	"	"	"
Vinyl chloride	"	ND			0.50	"	"	"	"
m,p-Xylene	"	ND			1.00	"	"	"	"
o-Xylene	"	ND			0.50	"	"	"	"
Xylenes (total)	"	ND			1.00	"	"	"	"
Total Trihalomethanes	"	97.2			1.00	"	"	"	"

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Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Attention: CHRIS KOEPER

Project: DRINKING WATER MONITORING

Description: 15758 HIGHLAND PARK

Matrix: Drinking Water

Lab ID: 18H0934-05

Sampled: 08/20/18 13:39

Received: 08/20/18 14:18

Lab No: 18H0934

Reported: 08/28/18

Phone: 241-6264

Volatile Organic Compounds

<u>Analyte</u>	<u>Units</u>	<u>Results</u>	<u>Qualifier</u>	<u>MDL</u>	<u>RL</u>	<u>Method</u>	<u>Analyzed</u>	<u>Prepared</u>	<u>Batch</u>
Benzene	ug/l	ND			0.50	EPA 524.2	08/21/18	08/21/18	B8H1339
Bromobenzene	"	ND			0.50	"	"	"	"
Bromochloromethane	"	ND			0.50	"	"	"	"
Bromodichloromethane	"	1.75			1.00	"	"	"	"
Bromoform	"	ND			1.00	"	"	"	"
Bromomethane	"	ND			0.50	"	"	"	"
n-Butylbenzene	"	ND			0.50	"	"	"	"
sec-Butylbenzene	"	ND			0.50	"	"	"	"
tert-Butylbenzene	"	ND			0.50	"	"	"	"
Carbon tetrachloride	"	ND			0.50	"	"	"	"
Chlorobenzene	"	ND			0.50	"	"	"	"
Chloroethane	"	ND			0.50	"	"	"	"
2-Chloroethylvinyl ether	"	ND			0.50	"	"	"	"
Chloroform	"	44.2			1.00	"	"	"	"
Chloromethane	"	ND			0.50	"	"	"	"
2-Chlorotoluene	"	ND			0.50	"	"	"	"
4-Chlorotoluene	"	ND			0.50	"	"	"	"
Dibromochloromethane	"	ND			1.00	"	"	"	"
1,2-Dibromo-3-chloropropane (DBCP)	"	ND			0.50	"	"	"	"
Dibromomethane	"	ND			0.50	"	"	"	"
1,2-Dichlorobenzene (o-DCB)	"	ND			0.50	"	"	"	"
1,3-Dichlorobenzene (m-DCB)	"	ND			0.50	"	"	"	"
1,4-Dichlorobenzene (p-DCB)	"	ND			0.50	"	"	"	"
Dichlorodifluoromethane (CFC 12)	"	ND			0.50	"	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	ND			0.50	"	"	"	"
1,2-Dichloroethane (1,2-DCA)	"	ND			0.50	"	"	"	"
cis-1,2-Dichloroethene (c-1,2-DCE)	"	ND			0.50	"	"	"	"
trans-1,2-Dichloroethene (t-1,2-DCE)	"	ND			0.50	"	"	"	"
1,1-Dichloroethene (1,1-DCE)	"	ND			0.50	"	"	"	"
Dichloromethane (Methylene Chloride)	"	ND			0.50	"	"	"	"
1,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,3-Dichloropropane	"	ND			0.50	"	"	"	"
2,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,1-Dichloropropene	"	ND			0.50	"	"	"	"
1,3-Dichloropropene (total)	"	ND			0.50	"	"	"	"
Di-Isopropyl Ether (DIPE)	"	ND			0.50	"	"	"	"
Ethylbenzene	"	ND			0.50	"	"	"	"
Ethyl tert-Butyl Ether (ETBE)	"	ND			0.50	"	"	"	"
Hexachlorobutadiene	"	ND			0.50	"	"	"	"
Isopropylbenzene	"	ND			0.50	"	"	"	"
p-Isopropyltoluene	"	ND			0.50	"	"	"	"
Methyl tert-Butyl Ether (MTBE)	"	ND			0.50	"	"	"	"
Naphthalene	"	ND			0.50	"	"	"	"
n-Propylbenzene	"	ND			0.50	"	"	"	"
Styrene	"	ND			0.50	"	"	"	"
1,1,1,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
tert-Amyl Methyl Ether (TAME)	"	ND			0.50	"	"	"	"

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Report To: SHASTA COMMUNITY SERVICE DIST
 POST OFFICE BOX 2520
 SHASTA, CA 96087

Attention: CHRIS KOEPER

Project: DRINKING WATER MONITORING

Description: 15758 HIGHLAND PARK

Matrix: Drinking Water

Lab No: 18H0934

Reported: 08/28/18

Phone: 241-6264

Lab ID: 18H0934-05**Sampled:** 08/20/18 13:39**Received:** 08/20/18 14:18**Volatile Organic Compounds**

<u>Analyte</u>	<u>Units</u>	<u>Results</u>	<u>Qualifier</u>	<u>MDL</u>	<u>RL</u>	<u>Method</u>	<u>Analyzed</u>	<u>Prepared</u>	<u>Batch</u>
tert-Butyl Alcohol (TBA)	"	ND			5.00	"	"	08/21/18	"
1,1,2,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
Tetrachloroethene (PCE)	"	ND			0.50	"	"	"	"
Toluene	"	ND			0.50	"	"	"	"
1,2,3-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,2,4-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	ND			0.50	"	"	"	"
1,1,2-Trichloroethane (1,1,2-TCA)	"	ND			0.50	"	"	"	"
Trichloroethene (TCE)	"	ND			0.50	"	"	"	"
Trichlorotrifluoroethane (Freon 113)	"	ND			0.50	"	"	"	"
Trichlorofluoromethane (Freon 11)	"	ND			0.50	"	"	"	"
1,2,4-Trimethylbenzene	"	ND			0.50	"	"	"	"
1,3,5-Trimethylbenzene	"	ND			0.50	"	"	"	"
Vinyl chloride	"	ND			0.50	"	"	"	"
m,p-Xylene	"	ND			1.00	"	"	"	"
o-Xylene	"	ND			0.50	"	"	"	"
Xylenes (total)	"	ND			1.00	"	"	"	"
Total Trihalomethanes	"	45.9			1.00	"	"	"	"

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Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Attention: CHRIS KOEPER**Project:** DRINKING WATER MONITORING**Description:** 15758 HIGHLAND PARK HYDRANT**Lab ID:** 18H0934-06**Sampled:** 08/20/18 13:49**Matrix:** Drinking Water**Received:** 08/20/18 14:18**Volatile Organic Compounds**

<u>Analyte</u>	<u>Units</u>	<u>Results</u>	<u>Qualifier</u>	<u>MDL</u>	<u>RL</u>	<u>Method</u>	<u>Analyzed</u>	<u>Prepared</u>	<u>Batch</u>
Benzene	ug/l	ND			0.50	EPA 524.2	08/21/18	08/21/18	B8H1339
Bromobenzene	"	ND			0.50	"	"	"	"
Bromochloromethane	"	ND			0.50	"	"	"	"
Bromodichloromethane	"	3.13			1.00	"	"	"	"
Bromoform	"	ND			1.00	"	"	"	"
Bromomethane	"	ND			0.50	"	"	"	"
n-Butylbenzene	"	ND			0.50	"	"	"	"
sec-Butylbenzene	"	ND			0.50	"	"	"	"
tert-Butylbenzene	"	ND			0.50	"	"	"	"
Carbon tetrachloride	"	ND			0.50	"	"	"	"
Chlorobenzene	"	ND			0.50	"	"	"	"
Chloroethane	"	ND			0.50	"	"	"	"
2-Chloroethylvinyl ether	"	ND			0.50	"	"	"	"
Chloroform	"	77.4			1.00	"	08/23/18	"	"
Chloromethane	"	ND			0.50	"	08/21/18	"	"
2-Chlorotoluene	"	ND			0.50	"	"	"	"
4-Chlorotoluene	"	ND			0.50	"	"	"	"
Dibromochloromethane	"	ND			1.00	"	"	"	"
1,2-Dibromo-3-chloropropane (DBCP)	"	ND			0.50	"	"	"	"
Dibromomethane	"	ND			0.50	"	"	"	"
1,2-Dichlorobenzene (o-DCB)	"	ND			0.50	"	"	"	"
1,3-Dichlorobenzene (m-DCB)	"	ND			0.50	"	"	"	"
1,4-Dichlorobenzene (p-DCB)	"	ND			0.50	"	"	"	"
Dichlorodifluoromethane (CFC 12)	"	ND			0.50	"	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	ND			0.50	"	"	"	"
1,2-Dichloroethane (1,2-DCA)	"	ND			0.50	"	"	"	"
cis-1,2-Dichloroethene (c-1,2-DCE)	"	ND			0.50	"	"	"	"
trans-1,2-Dichloroethene (t-1,2-DCE)	"	ND			0.50	"	"	"	"
1,1-Dichloroethene (1,1-DCE)	"	ND			0.50	"	"	"	"
Dichloromethane (Methylene Chloride)	"	ND			0.50	"	"	"	"
1,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,3-Dichloropropane	"	ND			0.50	"	"	"	"
2,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,1-Dichloropropene	"	ND			0.50	"	"	"	"
1,3-Dichloropropene (total)	"	ND			0.50	"	"	"	"
Di-Isopropyl Ether (DIPE)	"	ND			0.50	"	"	"	"
Ethylbenzene	"	ND			0.50	"	"	"	"
Ethyl tert-Butyl Ether (ETBE)	"	ND			0.50	"	"	"	"
Hexachlorobutadiene	"	ND			0.50	"	"	"	"
Isopropylbenzene	"	ND			0.50	"	"	"	"
p-Isopropyltoluene	"	ND			0.50	"	"	"	"
Methyl tert-Butyl Ether (MTBE)	"	ND			0.50	"	"	"	"
Naphthalene	"	ND			0.50	"	"	"	"
n-Propylbenzene	"	ND			0.50	"	"	"	"
Styrene	"	ND			0.50	"	"	"	"
1,1,1,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
tert-Amyl Methyl Ether (TAME)	"	ND			0.50	"	"	"	"

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Report To: SHASTA COMMUNITY SERVICE DIST
 POST OFFICE BOX 2520
 SHASTA, CA 96087

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Attention: CHRIS KOEPER
Project: DRINKING WATER MONITORING

Description: 15758 HIGHLAND PARK HYDRANT

Lab ID: 18H0934-06

Sampled: 08/20/18 13:49

Matrix: Drinking Water

Received: 08/20/18 14:18

Volatile Organic Compounds

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
tert-Butyl Alcohol (TBA)	"	ND			5.00	"	"	08/21/18	"
1,1,2,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
Tetrachloroethene (PCE)	"	ND			0.50	"	"	"	"
Toluene	"	ND			0.50	"	"	"	"
1,2,3-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,2,4-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	ND			0.50	"	"	"	"
1,1,2-Trichloroethane (1,1,2-TCA)	"	ND			0.50	"	"	"	"
Trichloroethene (TCE)	"	ND			0.50	"	"	"	"
Trichlorotrifluoroethane (Freon 113)	"	ND			0.50	"	"	"	"
Trichlorofluoromethane (Freon 11)	"	ND			0.50	"	"	"	"
1,2,4-Trimethylbenzene	"	ND			0.50	"	"	"	"
1,3,5-Trimethylbenzene	"	ND			0.50	"	"	"	"
Vinyl chloride	"	ND			0.50	"	"	"	"
m,p-Xylene	"	ND			1.00	"	"	"	"
o-Xylene	"	ND			0.50	"	"	"	"
Xylenes (total)	"	ND			1.00	"	"	"	"
Total Trihalomethanes	"	80.5			1.00	"	"	"	"

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Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Attention: CHRIS KOEPER**Project:** DRINKING WATER MONITORING**Description:** TRIP BLANK**Lab ID:** 18H0934-07**Sampled:** 08/20/18 00:00**Matrix:** Blank**Received:** 08/20/18 14:18**Volatile Organic Compounds**

<u>Analyte</u>	<u>Units</u>	<u>Results</u>	<u>Qualifier</u>	<u>MDL</u>	<u>RL</u>	<u>Method</u>	<u>Analyzed</u>	<u>Prepared</u>	<u>Batch</u>
Benzene	ug/l	ND			0.50	EPA 524.2	08/21/18	08/21/18	B8H1339
Bromobenzene	"	ND			0.50	"	"	"	"
Bromochloromethane	"	ND			0.50	"	"	"	"
Bromodichloromethane	"	ND			1.00	"	"	"	"
Bromoform	"	ND			1.00	"	"	"	"
Bromomethane	"	ND			0.50	"	"	"	"
n-Butylbenzene	"	ND			0.50	"	"	"	"
sec-Butylbenzene	"	ND			0.50	"	"	"	"
tert-Butylbenzene	"	ND			0.50	"	"	"	"
Carbon tetrachloride	"	ND			0.50	"	"	"	"
Chlorobenzene	"	ND			0.50	"	"	"	"
Chloroethane	"	ND			0.50	"	"	"	"
2-Chloroethylvinyl ether	"	ND			0.50	"	"	"	"
Chloroform	"	ND			1.00	"	"	"	"
Chloromethane	"	ND			0.50	"	"	"	"
2-Chlorotoluene	"	ND			0.50	"	"	"	"
4-Chlorotoluene	"	ND			0.50	"	"	"	"
Dibromochloromethane	"	ND			1.00	"	"	"	"
1,2-Dibromo-3-chloropropane (DBCP)	"	ND			0.50	"	"	"	"
Dibromomethane	"	ND			0.50	"	"	"	"
1,2-Dichlorobenzene (o-DCB)	"	ND			0.50	"	"	"	"
1,3-Dichlorobenzene (m-DCB)	"	ND			0.50	"	"	"	"
1,4-Dichlorobenzene (p-DCB)	"	ND			0.50	"	"	"	"
Dichlorodifluoromethane (CFC 12)	"	ND			0.50	"	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	ND			0.50	"	"	"	"
1,2-Dichloroethane (1,2-DCA)	"	ND			0.50	"	"	"	"
cis-1,2-Dichloroethene (c-1,2-DCE)	"	ND			0.50	"	"	"	"
trans-1,2-Dichloroethene (t-1,2-DCE)	"	ND			0.50	"	"	"	"
1,1-Dichloroethene (1,1-DCE)	"	ND			0.50	"	"	"	"
Dichloromethane (Methylene Chloride)	"	ND			0.50	"	"	"	"
1,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,3-Dichloropropane	"	ND			0.50	"	"	"	"
2,2-Dichloropropane	"	ND			0.50	"	"	"	"
1,1-Dichloropropene	"	ND			0.50	"	"	"	"
1,3-Dichloropropene (total)	"	ND			0.50	"	"	"	"
Di-Isopropyl Ether (DIPE)	"	ND			0.50	"	"	"	"
Ethylbenzene	"	ND			0.50	"	"	"	"
Ethyl tert-Butyl Ether (ETBE)	"	ND			0.50	"	"	"	"
Hexachlorobutadiene	"	ND			0.50	"	"	"	"
Isopropylbenzene	"	ND			0.50	"	"	"	"
p-Isopropyltoluene	"	ND			0.50	"	"	"	"
Methyl tert-Butyl Ether (MTBE)	"	ND			0.50	"	"	"	"
Naphthalene	"	ND			0.50	"	"	"	"
n-Propylbenzene	"	ND			0.50	"	"	"	"
Styrene	"	ND			0.50	"	"	"	"
1,1,1,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
tert-Amyl Methyl Ether (TAME)	"	ND			0.50	"	"	"	"

Approved By

Basic Laboratory Inc

California ELAP Cert #1677 and #2718



basic
laboratory

www.basiclab.com

2218 Railroad Avenue voice 530.243.7234
Redding, California 96001 fax 530.243.7494

3860 Morrow Lane, Suite F voice 530.894.8966
Chico, California 95928 fax 530.894.5143

Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087

Attention: CHRIS KOEPER

Project: DRINKING WATER MONITORING

Description: TRIP BLANK

Matrix: Blank

Lab ID: 18H0934-07

Sampled: 08/20/18 00:00

Received: 08/20/18 14:18

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Volatile Organic Compounds

Analyte	Units	Results	Qualifier	MDL	RL	Method	Analyzed	Prepared	Batch
tert-Butyl Alcohol (TBA)	"	ND			5.00	"	"	08/21/18	"
1,1,2,2-Tetrachloroethane	"	ND			0.50	"	"	"	"
Tetrachloroethene (PCE)	"	ND			0.50	"	"	"	"
Toluene	"	ND			0.50	"	"	"	"
1,2,3-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,2,4-Trichlorobenzene	"	ND			0.50	"	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	ND			0.50	"	"	"	"
1,1,2-Trichloroethane (1,1,2-TCA)	"	ND			0.50	"	"	"	"
Trichloroethene (TCE)	"	ND			0.50	"	"	"	"
Trichlorotrifluoroethane (Freon 113)	"	ND			0.50	"	"	"	"
Trichlorofluoromethane (Freon 11)	"	ND			0.50	"	"	"	"
1,2,4-Trimethylbenzene	"	ND			0.50	"	"	"	"
1,3,5-Trimethylbenzene	"	ND			0.50	"	"	"	"
Vinyl chloride	"	ND			0.50	"	"	"	"
m,p-Xylene	"	ND			1.00	"	"	"	"
o-Xylene	"	ND			0.50	"	"	"	"
Xylenes (total)	"	ND			1.00	"	"	"	"
Total Trihalomethanes	"	ND			1.00	"	"	"	"

Approved By

Basic Laboratory Inc
California ELAP Cert #1677 and #2718



www.basiclab.com

2218 Railroad Avenue
Redding, California 96001

voice 530.243.7234
fax 530.243.7494

3860 Morrow Lane, Suite F
Chico, California 95928

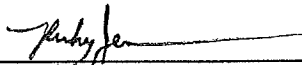
voice 530.894.8966
fax 530.894.5143

Report To: SHASTA COMMUNITY SERVICE DIST
POST OFFICE BOX 2520
SHASTA, CA 96087
Attention: CHRIS KOEPER
Project: DRINKING WATER MONITORING

Lab No: 18H0934
Reported: 08/28/18
Phone: 241-6264

Notes and Definitions

DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the detection limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
<	Less than reporting limit
≤	Less than or equal to reporting limit
>	Greater than reporting limit
≥	Greater than or equal to reporting limit
MDL	Method Detection Limit
RL/ML	Minimum Level of Quantitation
MCL/AL	Maximum Contaminant Level/Action Level
mg/kg	Results reported as wet weight
TTL	Total Threshold Limit Concentration
STLC	Soluble Threshold Limit Concentration
TCLP	Toxicity Characteristic Leachate Procedure
Note 1	Received Temperature - according to EPA guidelines, samples for most chemistry methods should be held at ≤6 degrees C after collection, including during transportation, unless the time from sampling to delivery is <2 hours. Regulating agencies may invalidate results if temperature requirements are not met.
Note 2	According to 40 CFR Part 136 Table II, the following tests should be analyzed in the field within 15 minutes of sampling: pH, chlorine, dissolved oxygen, and sulfite.


Approved By

Basic Laboratory Inc
California ELAP Cert #1677 and #2718

1

LAB #:
18H 0934

INSTRUCTIONS, TERMS AND CONDITIONS ON BACK. *Regulated DW Only - Bacteria Sample Type: 1 = Routine, 2 = Repeat, 3 = Replacement, 4 = Special, 5 = Raw, 6 = Other

RESOLUTION NO. 2018-

**A RESOLUTION OF APPLICATION BY THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REQUESTING THE SHASTA LOCAL AGENCY FORMATION COMMISSION
INITIATE PROCEEDINGS FOR DISSOLUTION OF
COUNTY SERVICE AREA #25-KESWICK**

RESOLVED, by the Shasta County Board of Supervisors, that:

WHEREAS, the Shasta County Service Area #25-Keswick (herein referred to as "CSA #25-Keswick") provides community water services and park services pursuant to Community Services District Law (Government Code Section 25210 et al); and

WHEREAS, on December 19, 2018, the Shasta Community Services District (Shasta CSD) did adopt a resolution to annex CSA #25-Keswick; and

WHEREAS, the Shasta County Board of Supervisors desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with California Government Code Section 56000, for CSA #25-Keswick dissolution; and

WHEREAS, the authority of CSA #25-Keswick to provide water services is proposed to be transferred to the Shasta CSD entirely, and the Shasta CSD would be designated as the "successor agency" to CSA #25-Keswick with respect to such water services. The Shasta CSD would be conveyed all licenses, permits and authorities and all obligations and responsibilities of CSA #25-Keswick; and

WHEREAS, the authority of CSA #25-Keswick to provide park services is proposed to be rescinded and all park services assets including real property (APN 065-140-028) are proposed to be transferred to Shasta County; and

WHEREAS, fire services to the CSA #25-Keswick area will continue to be provided by County Service Area #1 Shasta County Fire; and

WHEREAS, the proposed dissolution would also include the elimination of the CSA #25-Keswick sphere of influence; and

WHEREAS, the reasons for the proposed change of organization are related to the Carr Fire which destroyed over ninety percent of customer residences in CSA #25-Keswick and burned the watershed upstream. The immediate impacts as follows:

1. Loss of revenue as destroyed residences do not currently require water service;
2. Loss of water demand with attendant water treatment difficulties;
3. Degraded source water quality with attendant water treatment difficulties; and

WHEREAS, the California State Water Resources Control Board highly encourages consolidation of small community water systems serving disadvantaged communities to reduce costs associated with duplicative testing, treatment and other services provided by the two adjoining districts; and

WHEREAS, the territory subject to the proposed change(s) of organization is inhabited, and a description of the external boundary of the territory is set forth in **Exhibit "A"** attached hereto and by this reference incorporated herein; and

Resolution No. 2018-
December 11, 2018
Page 2 of 2

WHEREAS, the proposed transfer from CSA #25-Keswick to the Shasta CSD be subject to the following terms and conditions:

1. Transfer of Fire Hall Parcel (APN 065-140-023) after cleanup of fire debris;
2. Transfer of adjoining vacant parcel (APN 065-140-033);
3. Transfer of all CSA #25-Keswick water treatment and distribution systems; and

WHEREAS, the proposed intertie between the Shasta CSD and the CSA 25-Keswick meets the definition of a Statutory Exemption. State Code Number: Section 15282 Other Statutory Exemptions (k) and Section 15269 Emergency Projects (b) apply as the installation of new pipeline does not exceed one mile in length and is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines. Notices of Exemption have been filed with the State Clearinghouse (SCH#2018098638) and the County of Shasta; and

WHEREAS, notice of intent to adopt this resolution of application has been given, and this Board has conducted a public hearing based upon this notification.

NOW, THEREFORE, this Resolution of Application is hereby approved and adopted by the Shasta County Board of Supervisors.

The Local Agency Formation Commission of Shasta County is hereby requested to initiate proceedings for the proposed change(s) of organization that include(s) the territory as described in **Exhibit "A"** according to the terms and conditions stated above and in the manner provided by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000.

Passed and adopted by the Shasta County Board of Supervisors at a regular meeting thereof held on December 11, 2018, 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

Exhibit A

LEGAL DESCRIPTION

County Service Area No. 25 – Keswick Water

All that portion of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28 and 29, T. 32 N. R. 5 West, M.D.M., County of Shasta, State of California, described as follows:

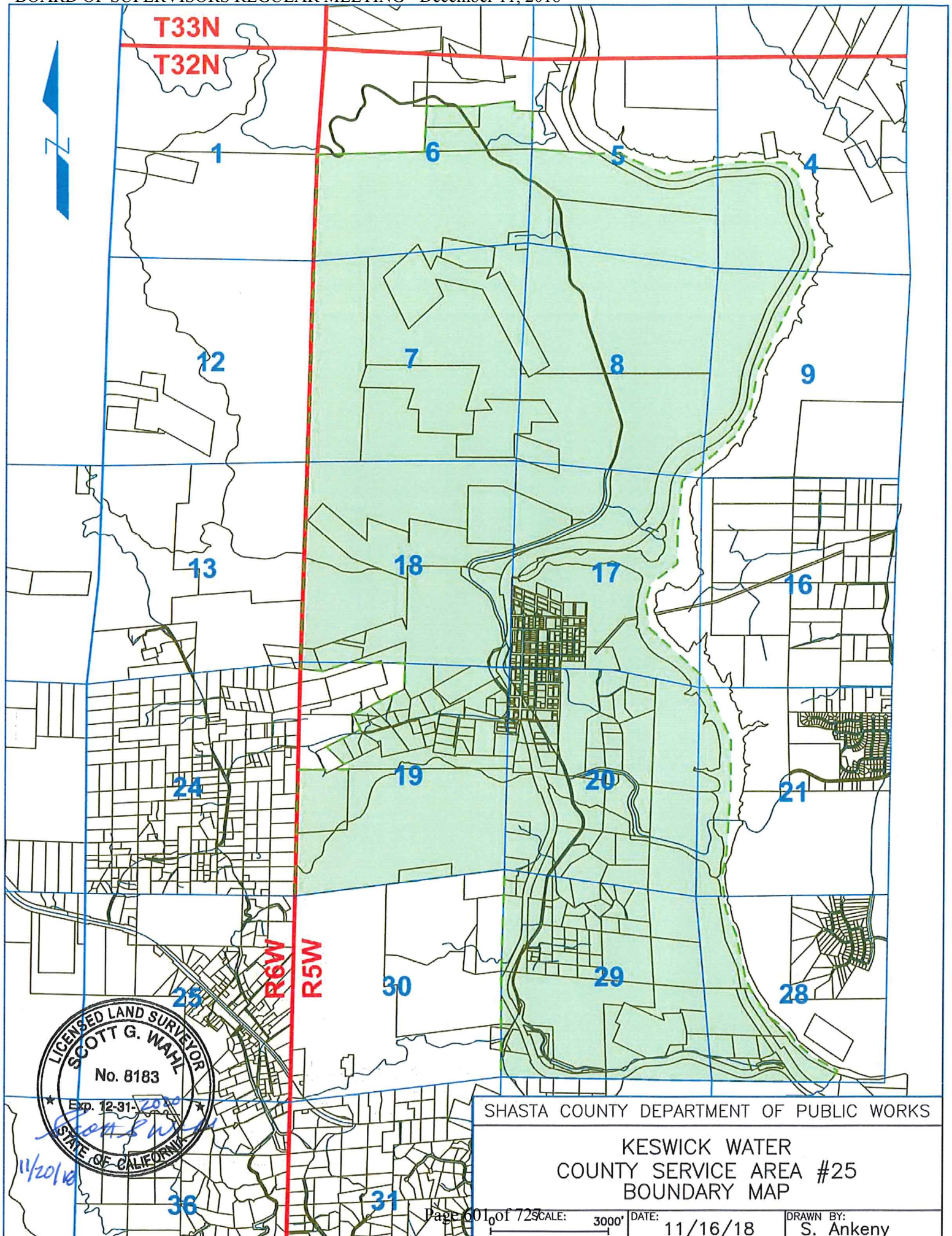
Beginning at the northwest corner of said Section 19; thence along the west line of said Section 19, southerly 187 feet to the southerly line of the Shasta and Dunn Bros. Lode Claims, being portions of the Dunn Bros. Consolidated Quartz Mining Claim, designated by the United States Surveyor General as Lot No. 3737, more particularly described in the patent recorded in Book 7 of Patents, Page 123, Shasta County Records; thence along said southerly line South 85° 45' East 552.32 feet, thence North 71° 31' East 1,498.20 feet to the north line of said Section 19; thence along said north line South 89° 15' 59" East 625.50 feet to the north quarter corner of said Section 19; thence South 00° 49' 56" West 642.84 feet along the east line of the northwest quarter of said section to the northerly line of Parcel 2 as shown on Parcel Map No. 365-73 filed June 12, 1973 in Book 3 of Parcel Maps, Page 62, Shasta County Records; thence South 62° 50' 36" West 991.86 feet to the northwest corner of Parcel 1 of said Parcel Map; thence continuing on the same line, South 62° 50' 36" West 500 feet to the northwest corner of Parcel 1 as recorded on March 15, 1979 in Book 17 of Parcel Maps, Page 137, Shasta County Records; thence along the west line of Parcel 1 and Parcel 4 on said map South 27° 04' 22" East 436.47 feet to most northerly corner of Parcel 4 as shown on Land Survey for Joyce G. Tucker recorded July 29, 1968 in Book 33 of Land Surveys, Page 18, Shasta County Records; thence along the north line of said parcel South 63° 12' 30" West 970 feet, thence South 47° 14' 35" East 632.87 feet to the south line of said Parcel 4; thence along said south line North 62° 57' 55" East 221.36 feet to the east line of Lot 2 in the Northwest quarter of said Section 19; thence South 00° 43' 32" West 675.95 feet along said east line to the south line of the north half of said Section 19; thence along said south line South 86° 49' 22" West 1,357.10 feet to the west quarter corner of said Section 19; thence southerly along the west line of said Section 19 to the southwest corner thereof; thence easterly along the south line of said Section 19 to the southeast corner thereof; thence southerly along the west line of Section 29 to the southwest corner of said Section 29; thence easterly along

CSA No. 25 – Keswick Water
Legal Description
Page 2 of 2

the south line of said Section 29 and the south line of said Section 28 to the center of Salt Creek; thence northeasterly along the centerline of Salt Creek and it's northeasterly projection to the centerline of the Sacramento River; thence northerly along the centerline of the Sacramento River to the east-west midsection line of said Section 5; thence westerly along said midsection line to the west quarter corner of said Section 5; thence northerly along the west line of said Section 5 to the south line of the Pershing Lode Mining Claim, designated by the United States Surveyor General as Lot No. 5832, described in the patent recorded April 28, 1927 in Book 28 of Patents, page 282, Shasta County Records; thence west along the south line of said Pershing Lode to the southwest corner thereof; thence north along the west line of said Pershing Lode 240 feet; thence South 82° 20' West 1,124 feet; thence West 1,077.9 feet to the north-south midsection line of said Section 6; thence southerly along said midsection line to the center of said Section 6; thence westerly along the east-west midsection line of said Section 6 to the west one-quarter corner of said Section 6; thence southerly along section lines to the Point of Beginning.

11-19-18





REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Regular - Public Works-12.

SUBJECT:

CSA No. 23-Crag View Water Repeal Urgency Ordinance

DEPARTMENT: Public Works

County Service Area No. 23-Crag View

Supervisory District No. : 4

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Introduce and waive the reading of An Ordinance of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 742 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act in County Service Area No. 23-Crag View Water; and (2) direct the Public Works Director to stay shutoff of water service for accounts that are in arrears in penalty payments.

SUMMARY

Water use restrictions may be rescinded in the CSA once a path to solvency has been established.

DISCUSSION

CSA No. 23 provides water service to approximately 70 customers in Crag View. Water is pumped out of Little Castle Creek, filtered, chlorinated and conveyed to customers. Operating expenses have exceeded revenues. A four-year rate increase was proposed but was rejected due to a majority protest pursuant to Proposition 218 and, therefore, the Board was legally prohibited from adopting the rate increase. On June 5, 2018, the Board enacted Ordinance No. 742 limiting water use to 300 gallons per day for each connection. These steps were taken to minimize monetary losses to the CSA and thereby maintain operations for basic health and safety needs. New water rates are anticipated to be adopted to recover operating costs and eventually restore solvency. It is recommended that the Board repeal the water use restrictions and re-establish the CAB.

ALTERNATIVES

The Board may decline to repeal the water conservation measures. The fiscal emergency has abated so water conservation and other austerity measures are no longer necessary.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the ordinance as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

The CSA is presently insolvent. As long as the CSA remains financially self-sufficient, there is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA No. 23-Crag View Water Repeal Urgency Ordinance	12/6/2018	CSA No. 23-Crag View Water Repeal Urgency Ordinance

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING ORDINANCE NO. 742 DECLARING A WATER SHORTAGE
EMERGENCY AND A NECESSITY FOR A WATER CONSERVATION PROGRAM,
ADOPTING A WATER CONSERVATION PROGRAM AND FINDING THAT THE
ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
IN COUNTY SERVICE AREA NO. 23-CRAG VIEW WATER**

WHEREAS, on June 5, 2018, the Shasta County Board of Supervisors adopted Ordinance No. 742 declaring a water shortage emergency and a necessity for a water conservation program, adopting a water conservation program and finding that the actions are exempt from the California Environmental Quality Act in County Service Area- No. 23-Crag View Water; and

WHEREAS, due to the change in the previously impending financial inability to provide potable water with the adoption of a water rate increase effective December 11, 2018 and operative January 1, 2019, and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, *et. seq.*) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment pursuant to CEQA Guidelines §15061(b)(3). This ordinance is also exempt pursuant to CEQA Guidelines 15301 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), and there are no unusual circumstances under CEQA Guideline 15300.2(c).

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. Repeal

Ordinance Number 742 is hereby repealed in its entirety.

SECTION 2. Operative Date

This ordinance shall be operative November 1, 2018.

SECTION 3. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

Ordinance No.
December 11, 2018
Page 2 of 2

SECTION 4. Savings Clause

The adoption of this ordinance shall not in any manner affect any action or prosecution for violations of Ordinance No. 742, which violations were committed prior to the operative date hereof, or be construed as a waiver of any fee, charge, penalty or fine required by or resulting from any such violations of Ordinance No. 742.

SECTION 5. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.).

SECTION 6. Effective Date

This ordinance shall take effect and be in full force and effect 30 days after passage. The Clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 11th day of December, 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: December 11, 2018

CATEGORY: Scheduled Hearings - Public Works-15.

SUBJECT:

County Service Area No. 23-Crag View Water Rate Increase

DEPARTMENT: Public Works

County Service Area No. 23-Crag View

Supervisory District No. : 4

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Conduct a public hearing to consider increasing the bi-monthly water rates; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 23-Crag View Water and report back to the Board with the results; and (4) in the absence of a majority protest, introduce, waive the reading of, and enact An Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 23-Crag View Water, Repealing Ordinance No. 710 and Setting Forth the Charges, Rates, and Fees for Water and Related Services.

SUMMARY

Operational and infrastructure costs exceed revenues in County Service Area No. 23-Crag View Water.

DISCUSSION

County Service Area No. 23 provides water service in Crag View. Expenses are incurred to operate the system, make repairs and meet water quality objectives. A rate study has been prepared (attached). On October 23, 2018, a Proposition 218 Notice was mailed to all property owners and tenants per Article XIID, Section 6, of the California Constitution (attached).

ALTERNATIVES

The Board may decline to revisit rates at this time. Water is being sold for less than the cost of production.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the Notice of Public Hearing and proposed ordinance as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

The CSA is presently insolvent. As long as the CSA remains financially self-sufficient, there is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA No. 23-Crag View Water Rate Report (January 2018)	11/26/2018	CSA No. 23-Crag View Water Rate Report (January 2018)
CSA No. 23-Crag View Water Prop 218 Notice	11/26/2018	CSA No. 23-Crag View Water Prop 218 Notice
CSA No. 23-Crag View Water Rate Increase Ordinance	11/27/2018	CSA No. 23-Crag View Water Rate Increase Ordinance

County Service Area #23 – Crag View Water

Rate Report

January 31, 2018



INTRODUCTION

County Service Area No. 23 – Crag View Water (CSA) is located in northern Shasta County along the I-5 corridor and near Siskiyou County. It currently has 69 active meters and 6 standby accounts. Crag View Community Services District (CSD) was formed in the early 1970's. By 1991, the CSD had difficulty maintaining a full Board of Directors and retaining licensed operating staff. In 1992 the CSD became a county service area.

At a public hearing on September 15, 2015, the Board of Supervisors adopted Ordinance No. 710, which established rates for water use. At a public hearing on July 25, 2017, the Board of Supervisors adopted an Ordinance No. 728 establishing fees in order to recover the cost to the CSA of certain services such as processing late payments, collecting unpaid balances, shut-offs for failure to pay, backflow prevention testing, and other similar services.

EXISTING OPERATIONAL FUND

Financial information for the three most recent Fiscal Years (FY) years is available. Complete financials for FY 2014-15, FY 2015-16 and FY 2016-17 are included in **Exhibit A**. This period was selected because it matches with assumption of regulatory oversight by the State Water Resources Control Boards, Division of Drinking Water (DoDW). Regulatory requirements drive water treatment costs.

This period includes some events not related to ongoing maintenance. For instance, in FY 2015-16, there was a hydrant failure which led to an emergency response. **Exhibit B** makes changes to **Exhibit A** to remove some of the unexpected expenses and provides end notes to highlight financial anomalies.

Table 1 shows revenue and expense as modified in **Exhibit B**.

Table 1 – Water Revenue and Expense

	FY 2014-15	FY 2015-16	FY 2016-17	Average
Revenue	\$43,855	\$49,668	\$57,623	\$50,382
Expense	\$58,227	\$72,034	\$50,044	\$60,101
Difference	-\$14,372	-\$22,366	\$7,579	-\$9,720

Depreciation is not shown in **Table 1**.

Revenues and expenses reflect reduced use during two years of drought (2014 and 2015) and two wetter years (2016 was slightly drier than average and 2017 is the wettest year on record for the Northern California Eight Station Index). Water years, calendar years and fiscal years do not align, but, dry year revenue shortfalls are roughly double wet year revenue surpluses. California experiences large variations in annual precipitation. The CSA cannot rely on four more wet years in a row to restore lost revenue.

FINANCIAL NEEDS

Financial needs fall into three broad categories: operations and maintenance, utilities and contingency.

Operations and Maintenance

Average operating expenses over the last three years were \$60,000. **Exhibit A** and **Exhibit B** show the single largest expense is Professional Maintenance Services. This is utility staff time.

Division of Drinking Water (DoDW) provides regulatory oversight of the CSA. It is a regulatory requirement that the plant be visited by staff every day. To control costs, this is currently achieved with lower paid, part-time help whenever possible. Responding to national and local events, DoDW has increased testing requirements which, for many tests, must be completed by water plant operators with higher levels of licensing than the part time staff. In addition to the time gathering and delivering samples, there are increased testing costs (more tests) and more time spent reviewing results.

Utilities

The CSA uses electricity from Pacific Power. The largest part of this cost is to maintain pressure in the water system. There is a direct correlation between the amount of water pumped and power use. Long term rates are likely to rise, but recent California Public Utilities Commission filings indicate that rates will remain stable in the short term.

The CSA pays others for the privilege of diverting out of Little Castle Creek. These wholesale water purchase costs are significant and have been highly variable.

Water rights are administered by the State Water Resources Control Board, Division of Water Rights. The CSD obtained the CSA's water right in 1971. That water right is generally junior (inferior) to all pre-1971 water rights. Senior water rights holders in the Sacramento Valley had already appropriated

all available summer flows prior to 1971 so the CSA must find other supplies from July 1 through August 31 every year. The CSA's water right also contains "Standard Water Right Permit Term 91." The July and August window may be extended when there is not enough water in the system to meet senior needs elsewhere in the Sacramento-San Joaquin Delta. In 2014 and 2015, Term 91 was enacted early (April 30 at the earliest) and extended late (December 15 at the latest). When Term 91 is in effect, CSA water must be replaced in the same manner as it is for the July-August restriction.

The CSA is often able to purchase Central Valley Project (CVP) replacement water for the summer months. CVP water is purchased and released from storage downstream so that senior downstream water right holders are kept whole. CVP supplies were curtailed to 50% of average use in 2014 and 25% in 2015. The balance of summer demand had to be met with supplies purchased on the open market, which was expensive.

The Division of Water Rights charges a flat fee annually to administer the water right, regardless of the amount used. Water Rights cost \$153 in FY 2016-17. CVP water cost about \$55 per acre-foot at that time. Transferred water cost \$260 per acre-foot. **Table 2** shows the variability of utilities costs.

Table 2 – Variable Utility Costs

	FY 2014-15	FY 2015-16	FY 2016-17	Average
Total Utilities Expense	\$8,439	\$11,622	\$7,323	\$9,128
Electric Expense	\$5,160	\$4,951	\$6,069	\$5,393
Water Expense	\$3,279	\$6,671	\$1,254	\$3,735

Depreciation

Financial solvency enables the CSA to deliver water to its users. Revenue collected must cover all operating costs, overhead and some depreciation. Depreciation is collected to offset the cost of future equipment replacement and repairs. Thompson-Reuters assigns a fifty year useful life to water systems as a whole, though individual components may wear out sooner. Full annual depreciation, as determined by standard accounting practices, is \$30,976.

OTHER FINANCIAL CONSIDERATIONS

Ordinance 710 does not contain a specific mechanism to recover extra costs associated with water transfers which are required from time to time when drought conditions exists. Because these costs cannot be recovered immediately, additional reserve funding should be set aside.

On July 25, 2017, the Board of Supervisors adopted an ordinance establishing fees in order to recover the cost to the CSA of certain services such as processing late payments, collecting unpaid balances, shut-offs for failure to pay, backflow prevention testing, and other similar services. This CSA has historically had a low rate of late payments and requires few other services. Fees established on July 25, 2017, are not expected to change revenues appreciably in the long term.

Raw Water Pumps

The system begins with a pair of 150 GPM, 7.5 HP pumps that lift water from Little Castle Creek to the treatment plant. Thompson-Reuters assigns a fifteen year useful life to pumps. The current pumps

were installed in 2012, so have about nine years of planned life in them. To ensure adequate funds are available for their replacement at the end of their useful lives, additional funds should be collected.

Filter Media Replacement

Water is pumped from Little Castle Creek is filtered to remove impurities. This is accomplished with three filter tanks containing layers of graded gravel, sand and anthracite coal. Their estimated life is fifteen years. The current filter media was installed in 2012, so have about nine years of planned life in them. To ensure adequate funds are available for media replacement, additional funds should be collected.

EXISTING WATER USE PATTERNS

The treatment and distribution systems are adequately sized to serve the current district.

During development of this rate report, individual meter use from bi-monthly billings for the service period from July 1, 2014, through June 30, 2017, was examined. Part of this period coincided with a drought. Non-zero average and median use is shown in **Table 3**. The “Aggregate” column considers all of the data together; because different fiscal years contain different numbers of non-zero transactions, the average is different than the average of the fiscal year averages.

Table 3 – Non-Zero Average and Median Use in Cubic Feet

	FY 2014-15	FY 2015-16	FY 2016-17	Aggregate
Average	5,217	3,868	5,183	4,763
Median	1,802	2,000	2,000	2,000

Fiscal years split summers. The averages indicate an increase in use in late summer, probably due to high outdoor demand. Average use decreased during FY 2015-16 reflecting low use in late 2015. Median use shows that most billing periods, most metered use is at or below the base quantity established in Rate Ordinance 710. Median use likely reflects seasonal meter-reading difficulties; when a meter cannot be read, 2,000 cubic feet is assumed. Quantities are normalized in the next billing cycle.

REVENUE GOALS

The CSA had average annual expenses of \$60,101 during the study period. During that period, an average of \$5,345 in pre-Proposition 13 property and other taxes were annually received, so total, break-even income needs are \$54,756. Average utility costs were \$9,128 during that time. So, average annual fixed costs are about \$45,628.

The rate structure is designed to recover fixed costs in the base rate and variable costs in the volumetric (per-hundred cubic foot) rate.

PROPOSED WATER RATES

Rate Ordinance 710 went into effect on September 15, 2015. It established the bi-monthly charge for the first 2,000 cubic feet of water at \$90.00 and \$0.60 per 100 cubic feet thereafter.

The new rate structure more closely matches recurring fixed costs to the base rate and variable costs to the volumetric charge. Fixed costs are those that occur independent of the quantity of water produced. For instance, an operator must check the plant daily and meters must be read bi-monthly as long as the system is operating. The most obvious variable cost is for utilities; chemical costs and a certain amount of maintenance is also based on the amount of water produced. Standby and vacation rates are unchanged and are set at \$36 per billing cycle and treated as fixed.

Based on the three years examined, a rate structure using a simple meter fee (no water use) of \$107.10 and a per-hundred cubic feet rate of \$0.63 would cover the basic cost of providing service provided there is not another water supply curtailment or electrical rate increase. However, this overlooks the need to maintain minimum turnover in the system for water quality and other reasons. CSA customers have historically preferred a base water use quantity. This rate structure will not be further examined.

Based on the three years examined, a rate structure allowing 2,000 cubic feet of base use could work with a \$111.35 base rate and a per-hundred cubic feet rate of \$0.63. That would cover the basic cost of providing service until there is another water shortage, electrical rate increase or other unexpected expense. No money is set aside for future emergencies or equipment replacement needs. Phasing in future rates will help prepare for the future.

Additional funds should be collected to ensure replacement of the intake pumps and filter media.

Raw Water Pumps

Two raw water pumps were installed in 2012 for a total cost of approximately \$22,000. Using the average quantity of water sold annually over the study period (1,664,008 cubic feet) and the average customer use under the 2,000 cubic foot base quantity (1,057 cubic feet) adds \$1.55 to the base rate and \$0.15 per 100 cubic feet to the variable rate. This revenue would equate to replacement in nine years.

Filter Media Replacement

The graded gravel, sand and anthracite coal filter media in three tanks was installed in 2012 for a total cost of approximately \$20,000. Using the average quantity of water sold annually over the study period (1,664,008 cubic feet) and the average customer use under the 2,000 cubic foot base quantity (1,057 cubic feet) adds \$1.41 to the base rate and \$0.14 per 100 cubic feet to the variable rate. This revenue would equate to replacement in nine years.

Table 4 shows a rate proposal which meets the short-term financial needs of the CSA.

Table 4 – Four Year Proposal – 2,000 Cubic Foot Base Quantity

	Current	Year 1	Year 2	Year 3	Year 4
Base Rate	\$90.00	\$114.31	\$118.76	\$123.41	\$128.26
Per 100 Cubic Feet	\$0.60	\$0.92	\$0.96	\$1.00	\$1.04
Average Bi-Monthly	\$109.20	\$143.75	\$149.48	\$155.41	\$161.54
Percent Increase	-	31.6	3.1	4.0	3.9
Median Bi-Monthly	\$90.00	\$114.31	\$118.76	\$123.41	\$128.26
Percent Increase	-	27.0	3.9	3.9	3.9
Model Revenue	\$45,568	\$59,372	\$61,682	\$64,074	\$66,550

The base rate increases annually to generate revenue against general maintenance and regulatory needs. The variable rate increases four cents annually to generate revenue against future water shortages when larger quantities of water must be purchased occasionally at higher prices.

CONCLUSION

The rate structure and schedule proposed in **Table 4** recovers current operating costs in the first year and begins accruing funds against the eventual replacement of the intake pumps and media filters. Money is set aside for other future operating needs beginning in the second year, barring a return of drought conditions or infrastructure failure. After the planning horizon (or sooner, if operational circumstances demand), the rate structure should be reconsidered in order to maintain the long-term ability to provide water in the CSA.

Attachment:

Exhibit A: Expense and Revenue Statement

Exhibit B: Revised Expense and Revenue Statement

EXHIBIT A

Shasta County DPW CSA #23 Cragview Water Admin. Organization Code 00396				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
EXPENSES:				
<u>SERVICES AND SUPPLIES</u>				
032500	COMMUNICATIONS	357	408	307
033103	INSURANCE EXP MISC	24	24	20
033500	MAINTENANCE OF EQUIPMENT	4,507	1,571	1,337
033900	MEDICAL DENTAL LAB SUPPLIES	460	0	0
034100	MEMBERSHIPS	153	163	161
034310	MISC XP PRIOR PERIOD EXP ADJ	0	0	0
034500	OFFICE EXPENSE	0	0	0
034591	CHGS OC POSTAGE SVS	563	545	400
034800	PROF & SPECIAL SERVICES	0	653	0
034802	PROF ADMIN SERVICES	3,076	12,937	1,750
034826	PROF LAB SVS	2,691	3,510	3,010
034829	PROF MAINTENANCE SVS	23,731	35,325	24,685
034893	CHGS AUD PROP TAX SVS	151	161	142
034900	PUB & LEGAL NOTICES	0	180	112
035500	SMALL TOOLS & EQUIPMENT	29	0	0
035700	SPECIAL DEPARTMENTAL EXPENSE	2,241	1,167	610
035743	SPECIAL DEPT EXP PERMITS/LICENSES	0	0	0
035900	TRANS/TRAVEL	6,296	6,116	6,257
036100	UTILITIES	8,439	11,622	7,323
	TOTAL SERVICES AND SUPPLIES	52,718	74,381	46,115
<u>OTHER CHARGES</u>				
050001	CENTRAL SERVICE COST A-87	5,514	2,089	3,931
050900	DEPRECIATION	30,976	30,976	30,976
051100	BAD DEBTS	(4)	(9)	(2)
096630	TRANS OUT CSA #23 CRAGVIEW S/A	244	0	0
	TOTAL OTHER CHARGES	36,729	33,056	34,904
TOTAL EXPENDITURES				
		89,447	107,438	81,020
REVENUE:				
<u>TAXES</u>				
101000	CURRENT SECURED TAXES	4,471	4,828	4,912
101001	CURRENT UNITARY TAXES	219	219	221
101011	CURR SEC TAX DEL ADV TEETER	75	80	77
101100	SUPPLEMENTAL TAXES CURRENT	41	48	55

Shasta County DPW CSA #23 Cragview Water Admin. Organization Code 00396				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
101111	SUPPLEMENTAL TAXES CURR	15	5	6
102000	CURRENT UNSECURED TAXES	248	257	249
104000	PRIOR YEAR UNSECURED TAXES	2	3	2
	TOTAL CHARGES FOR SERVICES	5,072	5,441	5,522
REVENUE FROM MONEY & PROPERTY				
420000	INTEREST	144	9	(19)
	TOTAL REVENUE FROM MONEY & PROPERTY	144	9	(19)
INTERGOVERNMENTAL REVENUES				
546000	STATE HOMEOWNERS EXEMPTION	86	88	85
	TOTAL INTERGOVERNMENTAL REVENUES	86	88	85
CHARGES FOR SERVICES				
668132	S/A CURR NON OPER	0	0	0
668194	S/A DEL WATER CURR	436	72	517
693020	WATER SERVICE COLLECTIONS	38,117	44,058	51,518
	TOTAL CHARGES FOR SERVICES	38,553	44,129	52,034
MISCELLANEOUS REVENUES				
799300	MISCELLANEOUS REVENUE	0	12	0
799391	PRIOR PERIOD REV ADJUSTMENT	238,428	0	0
795000	AUDITOR VOID/STALE DATED CHECK	0	0	0
806356	TRAN IN CSA #23 CRAGVIEW	53	0	0
	TOTAL MISCELLANEOUS REVENUES	238,481	12	0
	TOTAL REVENUES	282,336	49,680	57,623
	EXPENSES (OVER) UNDER REVENUES	192,889	(57,758)	(23,397)

Shasta County DPW CSA #23 Cragview Water Admin. Organization Code 00396				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
EXPENSES:				
<u>SERVICES AND SUPPLIES</u>				
032500	COMMUNICATIONS	357	408	307
033103	INSURANCE EXP MISC	24	24	20
033500	MAINTENANCE OF EQUIPMENT	4,507	1,571	1,337
033900	MEDICAL DENTAL LAB SUPPLIES	460	0	0
034100	MEMBERSHIPS	153	163	161
034310	MISC XP PRIOR PERIOD EXP ADJ	0	0	0
034500	OFFICE EXPENSE	0	0	0
034591	CHGS OC POSTAGE SVS	563	545	400
034800	PROF & SPECIAL SERVICES	0	653	0
034802	PROF ADMIN SERVICES ¹	3,076	8,509	1,750
034826	PROF LAB SVS	2,691	3,510	3,010
034829	PROF MAINTENANCE SVS ²	23,731	35,325	24,685
034893	CHGS AUD PROP TAX SVS	151	161	142
034900	PUB & LEGAL NOTICES	0	180	112
035500	SMALL TOOLS & EQUIPMENT	29	0	0
035700	SPECIAL DEPARTMENTAL EXPENSE	2,241	1,167	610
035743	SPECIAL DEPT EXP PERMITS/LICENSES	0	0	0
035900	TRANS/TRAVEL	6,296	6,116	6,257
036100	UTILITIES ³	8,439	11,622	7,323
	TOTAL SERVICES AND SUPPLIES	52,718	69,953	46,115
<u>OTHER CHARGES</u>				
050001	CENTRAL SERVICE COST A-87 ⁴	5,514	2,089	3,931
050900	DEPRECIATION ⁵	0	0	0
051100	BAD DEBTS	(4)	(9)	(2)
096630	TRANS OUT CSA #23 CRAGVIEW S/A ⁶	0	0	0
	TOTAL OTHER CHARGES	5,509	2,080	3,928
	TOTAL EXPENDITURES	58,227	72,034	50,044
REVENUE:				
<u>TAXES⁷</u>				
101000	CURRENT SECURED TAXES	4,471	4,828	4,912
101001	CURRENT UNITARY TAXES	219	219	221
101011	CURR SEC TAX DEL ADV TEETER	75	80	77
101100	SUPPLEMENTAL TAXES CURRENT	41	48	55

Shasta County DPW CSA #23 Cragview Water Admin. Organization Code 00396				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
101111	SUPPLEMENTAL TAXES CURR	15	5	6
102000	CURRENT UNSECURED TAXES	248	257	249
104000	PRIOR YEAR UNSECURED TAXES	2	3	2
	TOTAL REVENUE FROM TAXES	5,072	5,441	5,522
<u>REVENUE FROM MONEY & PROPERTY</u>				
420000	INTEREST	144	9	(19)
	TOTAL REVENUE FROM MONEY & PROPERTY	144	9	(19)
<u>INTERGOVERNMENTAL REVENUES</u>				
546000	STATE HOMEOWNERS EXEMPTION	86	88	85
560502	FED WATER SYSTEM IMPROVE GRANT	0	0	0
	TOTAL INTERGOVERNMENTAL REVENUES	86	88	85
<u>CHARGES FOR SERVICES</u>				
668132	S/A CURR NON OPER	0	0	0
668194	S/A DEL WATER CURR	436	72	517
693020	WATER SERVICE COLLECTIONS	38,117	44,058	51,518
	TOTAL CHARGES FOR SERVICES	38,553	44,129	52,034
<u>MISCELLANEOUS REVENUES</u>				
799300	MISCELLANEOUS REVENUE	0	0	0
799391	PRIOR PERIOD REV ADJUSTMENT ⁸	0	0	0
795000	AUDITOR VOID/STALE DATED CHECK	0	0	0
806356	TRAN IN CSA #23 CRAGVIEW ⁹	0	0	0
	TOTAL MISCELLANEOUS REVENUES	0	0	0
	TOTAL REVENUES	43,855	49,668	57,623
	EXPENSES (OVER) UNDER REVENUES	(14,372)	(22,366)	7,579

EXHIBIT B

ENDNOTES

1. Professional Administrative Services jumped in 2015-16. The increase can be attributed to drought response, preparation of Rate Study and subsequent additional work after the proposed rate increase was rejected in a Proposition 218 vote. A second Rate Study and Proposition 218 process were completed. Periodic rate studies and Proposition 218 processes must be completed and these should be developed thoughtfully. Periodic droughts are inevitable. Development and customer questions are referred to professional staff. 50% of professional staff time after the protest ballot is removed (\$4,428) from FY 2015-16.
2. FY2015-16 staff time is high due to a leak repair. Leaks and repairs are expected.
3. "Utilities" shows the cost of electricity to keep the system pressurized and the cost of raw water when Term 91 is in effect. During 2014 and 2015, drought water purchases drove utility costs to increase. The period of Term 91 restriction on water right use was greatly increased and Central Valley Project water was not available to backfill the full amount of need, so more expensive water was purchased on the open market. Periodic water supply restrictions and additional water costs are to be expected. It is expected that energy costs will also rise, though recent filings with the California Public Utilities Commission indicate that they will be stable for the next year or so.
4. A-87 is the cost of services provided to the CSA by County Departments other than Public Works. For instance, the Auditor does not bill time directly to the CSA, but accrues costs when materials and services are purchased for the CSA, and when funds are maintained and audited. The formula is state mandated, so the A-87 values will not be changed.
5. Depreciation is a non-cash item and is not shown. Depreciation reflects aging of the system equipment and pipes, all of which will eventually need replacement and many will need repairs during their useful life. Ideally, the full annual depreciation value would be set aside. The actual amount set aside to cover depreciation, though, based on confidence in the availability of future grants and perceived increases in operating costs.
6. Prior to FY 2015-2016, the County's practice was to run loan and bond payments through the operational finances. In FY 2014-15 \$244 passed through this account to repay a loan.
7. The Crag View Community Services District (CSD) was formed in 1971. In 1978, California's voters passed Proposition 13, changing the way taxes are calculated and distributed. Because the CSD received some tax revenue prior to passage of the Proposition, the CSA receives revenue from it now. The other tax income is small, but the average total amount will be deducted from the revenue goal when rates are considered.

8. Prior to FY 2015-2016, the County's practice was to run loan and bond payments through the operational finances. In FY 2015-16, the Auditor separated operations from debt. \$238,428 reserved for debt payments was transferred accordingly. It is not a regular source of income and so is removed.
9. \$53 remaining in an account used to pay off an existing loan was transferred into the CSA's revenues.



CSA #23 — CRAG VIEW WATER RATE INCREASE

PROPOSITION 218 NOTICE OF PROPOSED WATER RATE INCREASE

TO AFFECTED PROPERTY OWNER(S):

YOU ARE HEREBY NOTIFIED THAT THE SHASTA COUNTY BOARD OF SUPERVISORS WILL BE CONSIDERING A WATER RATE INCREASE FOR COUNTY SERVICE AREA (CSA) #23 – CRAG VIEW WATER. THIS RATE INCREASE IS TO COVER INCREASED EXPENSES IN THE PRODUCTION, TREATMENT AND DELIVERY OF WATER TO PROPERTIES WITHIN THE CSA. THIS NOTICE IS GIVEN IN ACCORDANCE WITH PROPOSITION 218 AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION.

THE PROPOSED RATES ARE LISTED BELOW:

CURRENT BI-MONTHLY BILL

	Existing
Base Rate (0-2,000 Cubic Feet)	\$90.00
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$0.60

EFFECTIVE DATE: 1/1/2019 BI-MONTHLY BILL

	Proposed – Year 1
Base Rate (0-2,000 Cubic Feet)	\$114.31
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$0.92

EFFECTIVE DATE: 1/1/2020 BI-MONTHLY BILL

	Proposed – Year 2
Base Rate (0-2,000 Cubic Feet)	\$118.76
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$0.96

EFFECTIVE DATE: 1/1/2021 BI-MONTHLY BILL

	Proposed – Year 3
Base Rate (0-2,000 Cubic Feet)	\$123.41
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$1.00

EFFECTIVE DATE: 1/1/2022 BI-MONTHLY BILL

	Proposed – Year 4
Base Rate (0-2,000 Cubic Feet)	\$128.28
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$1.04

A DETAILED ACCOUNTING SHOWING THE BASIS OF THE FEES MAY BE VIEWED AND OBTAINED AT THE SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS AT 1855 PLACER STREET, REDDING, CALIFORNIA.

A PUBLIC HEARING IS SCHEDULED ON DECEMBER 11, 2018, IN THE SHASTA COUNTY BOARD OF SUPERVISORS CHAMBERS, LOCATED AT 1450 COURT STREET, ROOM 263, REDDING, CALIFORNIA, AT 9:00 A.M., OR AS SOON THEREAFTER AS MAY BE HEARD, TO CONSIDER THE PROPOSED WATER RATE INCREASE AND ANY PROTESTS.

Protest Information:

The Shasta County Board of Supervisors will consider the proposed water service rate increase at a public hearing at 9:00 a.m., or as soon thereafter as can be heard, on December 11, 2018, at the Board of Supervisors Chambers located at 1450 Court Street, Room 263, Redding, California. Under State law, if you are the owner of record of, or a tenant at, a parcel or parcels subject to the proposed rate changes, you may submit a protest against the proposed rate changes by filing a written protest with the Clerk of the Board at or before the time set for the public hearing. Only one protest per parcel will be counted. If there is no majority protest the Board will consider and may adopt the increased water service rate. A majority protest exists if written protests against the proposed rate increase are presented by a majority of the affected parcels.

A written protest must contain a description of the parcel or parcels in which the party signing the protest has an interest, sufficient to identify the parcel(s). If the party signing the protest is not shown on the last equalized assessment role of Shasta County as the owner of the parcel(s), the protest must contain or be accompanied by written evidence that such party is the owner of the parcel(s) or is a tenant on the parcel(s). Written protests regarding the proposed rate changes may be mailed to: County of Shasta, Clerk of the Board, 1450 Court Street, Suite 308B, Redding, California 96001. Written protests may also be personally delivered to the Clerk of the Board at this address. To be valid, a protest must be in writing and received by the Clerk of the Board at or before the time of the protest hearing.

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA,
COUNTY SERVICE AREA NO. 23-CRAG VIEW WATER,
REPEALING ORDINANCE NO. 710 AND SETTING FORTH THE CHARGES,
RATES, AND FEES FOR WATER AND RELATED SERVICES**

The Board of Supervisors of the County of Shasta ordains as follows:

WHEREAS, on October 23, 2018, a written notice describing the proposed rates, fees, and charges to be imposed for water and related services was mailed to the affected property owners in accordance with the provisions of Cal. Const., art. XIII D, §6; and

WHEREAS, on December 11, 2018, a public hearing was held to provide an opportunity to protest the proposed rates, fees, and charges to be imposed for water and related services in accordance with Cal. Const., art XIII D, §6; and

WHEREAS, the proposed rates, fees, and charges are necessary in providing water services, including an appropriate level of reserves, and will not produce revenues in excess of the costs of such service; and

WHEREAS, there was not a majority protest to the proposed rates, fees, and charges to be imposed for water and related services; and

WHEREAS, this ordinance complies with the legal and procedural requirements for setting the charges and rates for water and related services including, but not limited to, Cal. Const., art XIII D, §6 and Government Code section 53750 *et seq.*

Now therefore, the Board of Supervisors of the County of Shasta hereby and ordains as follows:

Section 1. Water Rate Schedule: The rates, fees, and charges to be imposed for water and related services in County Service Area No. 23 (Crag View Water) shall be as follows:

Basic Bi-monthly Charge Effective January 1, 2019

In-District Customer

- (1) A basic Bi-monthly Charge of \$114.31, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$0.92 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Out-of-District Customer

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);

Ordinance No.
December 11, 2018
Page 2 of 5

- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Basic Bi-monthly Charge Effective January 1, 2020

In-District Customer

- (1) A basic Bi-monthly Charge of \$118.76, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$0.96 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Out-of-District Customer

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Basic Bi-monthly Charge Effective January 1, 2021

In-District Customer

- (1) A basic Bi-monthly Charge of \$123.41, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.00 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Out-of-District Customer

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Ordinance No.
December 11, 2018
Page 3 of 5

Basic Bi-monthly Charge Effective January 1, 2022

In-District Customer

- (1) A basic Bi-monthly Charge of \$128.28, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.04 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Out-of-District Customer

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

In-District Customer with Multiple Household Equivalents

Customers will be assigned household equivalents (HEs) based on the Crag View Water System Assessment District No. 2010-1 and charged the basic Bi-monthly rate multiplied by the number of HEs assigned. The quantity of water available at the basic charge is multiplied by the number of HEs assigned. The consumption charge of \$0.92 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after January 1, 2019. The consumption charge of \$0.96 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after January 1, 2020. The consumption charge of \$1.00 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after January 1, 2021. The consumption charge of \$1.04 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after January 1, 2022. The Public Works Director shall have the discretion to adjust the number of HEs assigned to a parcel based on a change in use, as requested by the property owner.

Out-of-District Customer with Multiple Household Equivalents

Customers connected to Crag View Water System but outside of the boundary of the Crag View Water System Assessment District No. 2010-1 shall be assigned HEs based on average annual water use between July 1, 2011 and June 30, 2014. One HE shall equal one acre-foot of water used. HE's assigned shall be rounded upward to the nearest whole integer. The basic Bi-monthly Charge of \$158.70 is multiplied by the number of HEs assigned. The quantity of water available at the basic charge is multiplied by the number of HEs assigned. The consumption charge of \$1.59 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used. The Public Works Director shall have the discretion to adjust the number of HEs assigned to a parcel based on a change in use, as requested by the property owner.

Ordinance No.
December 11, 2018
Page 4 of 5

- Section 2. **Vacation Status:**** \$25.00 (Bi-monthly). Pursuant to the Shasta County Service Area Ordinance, customers with a meter may be charged the applicable standby fee during the months the property is vacant, upon request, if the property is to receive regular water service for less than three (3) consecutive months per year.
- Section 3. **Standby Charge:**** A standby charge of \$25.00 shall be paid by the owner of each parcel in the service area for which delivery of water service has not been initiated, whether structures are present on the property or not. Parcels which are determined not to be suitable for residential or commercial development may not be charged a stand-by fee. This determination will include factors such as size of the property, the topography of the property, and the shape of the property. This determination will be made by the Director of Public Works.
- Section 4. **Annexation fees and/or Payment in lieu of Past Parcel Charge for Newly Created Parcels:**** The service area levies an annual parcel charge that is used to repay the loan used to construct the water system. This charge is collected with the property taxes. A fee shall be paid for each newly created or annexed parcel, prior to annexation or recording the map that creates the lots, in an amount equal to the parcel had it been in the District when said charges were levied on other parcels in the District.
- Section 5. **Water Sales to Out-of-District Users (Short-Term Usage):**** Persons who are not residents or property owners in County Service Area No. 23-Crag View Water may purchase water where and when available at the rate of twice the amount charged to regular customers for the same usage in a two-month period.
- County Service Area No. 23-Crag View Water will provide a meter to record water usage upon receipt of a \$500.00 deposit. A permit will be issued outlining the conditions of use.
- Section 6. This ordinance supersedes any prior ordinance or resolution setting water rate fees for County Service Area No. 23-Crag View Water. Ordinance No. 710 is repealed.**
- Section 7. This ordinance shall take effect and be in full force and effect from and after 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.**
- Section 8. If any section, subsection, clause, phrases, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.**

Ordinance No.
December 11, 2018
Page 5 of 5

DULY PASSED AND ADOPTED this 11th day of December, 2018 by the Board of Supervisors of the County of Shasta, State of California, County Service Area No. 23-Crag View Water 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: December 11, 2018

CATEGORY: Scheduled Hearings - Other Departments-16.

SUBJECT:

An Ordinance of the Board of Supervisors of the County of Shasta Setting and Identifying Fees to be Charged by the County of Shasta

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Take the following actions: (1) Conduct a public hearing to consider enacting an ordinance which establishes or imposes new or increased fees for certain permits and other services provided by the County; (2) close the public hearing; and (3) introduce, waive the reading of, and enact the Ordinance of the Board of Supervisors of the County of Shasta Setting and Identifying Fees to be Charged by the County of Shasta.

SUMMARY

The proposed ordinance establishes or imposes new or adjusted fees for certain permits and other services provided by County. Some fees apply countywide and other fees are charged by the following County Departments: County Clerk, Mental Health, Public Health, Resource Management and Sheriff.

DISCUSSION

With the exception of fees specified by State law, fees cannot exceed the actual cost of providing a service. The basic concept of fees is to charge the actual user of the services for the cost. In cases where there is no fee or where the fee does not fully cover costs, other citizens who pay taxes, either directly or indirectly, subsidize the cost to provide services.

Resolution 2017-01, approved by the Board of Supervisors on September 19, 2017, directs departments to recover the full cost of providing services to individuals and agencies outside the County of Shasta organization to the extent allowed by law. Departments have analyzed fees charged for their services and the calculation of actual cost has been reviewed by staff in the Auditor-Controller's office. It is recommended that the Board adopt the fees as submitted.

The recommended Opportunity Center fees do not reflect full cost recovery in all categories due to the nature of the program. To provide as many employment opportunities for clients as possible, some fees need to be based on market prices (e.g.;

shredding, janitorial, etc.) rather than full cost. It is recommended that these fees be adopted as submitted.

Documentation concerning fee calculations has been available in the Clerk of the Board and Auditor-Controller’s office since November 27, 2018.

ALTERNATIVES

As provided in Resolution 2017-01, the Board could choose not to approve fee adjustments and designate the funding source to subsidize the services provided.

OTHER AGENCY INVOLVEMENT

Agriculture/Weights and Measures, County Fire, Health and Human Services Agency, Resource Management, and the Treasurer/Tax Collector support the recommendation. County Counsel and the County Administrative Office reviewed the recommendation.

FINANCING

The County would recover an estimated \$50,000 annually with the application of Full Cost Recovery policies in relation to the listed fees.

ATTACHMENTS:

Description	Upload Date	Description
Proposed Fee Ordinance	11/29/2018	Proposed Fee Ordinance
Proposed Fee Ordinance Attachment A	11/16/2018	Proposed Fee Ordinance Attachment A
New or Revised Fees	11/16/2018	New or Revised Fees
Resolution 2017-01 and Admin Policy 202-2	10/31/2018	Resolution 2017-01 and Admin Policy 202-2

ORDINANCE NO. 2018-xx

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
SETTING AND IDENTIFYING FEES TO BE CHARGED BY THE COUNTY OF SHASTA

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. The purpose of this ordinance is to establish fees in reasonable amounts to cover the costs of providing certain services and supplies furnished by the County of Shasta.

SECTION 2. The authority for the fees established herein is found in Government Code sections 54985, 54986, 66016, 66018; Revenue and Taxation Code sections 2821, 2922, 4151, 4531; California Business and Professions Code sections 12210, 12210.5 and 12240; Health and Safety Code Section 25404.5; and Shasta County Code Chapter 8.41.

SECTION 3. The fees set forth in Attachment A and adopted by this ordinance are not a tax as defined by section 1(e) of Article XIII C of the California Constitution and are exempt from voter approval under section 1(e)(1)-(3). These fees are imposed for a specific government service provided directly to the applicant that is not provided to those not charged, are imposed as the reasonable regulatory costs to the County and the administrative enforcement thereof, or do not exceed the reasonable costs to the County of providing these services.

SECTION 4. The fees set forth in Column A of Attachment A ("Requested County Fee") are fees set by the County of Shasta. The fees set forth in the Column B of Attachment A ("Required Other Entity Fee") are fees set by other entities over which the Board of Supervisors has no discretion in the amount charged or in the setting of the fee. The fees identified in Column B of Attachment A may be modified by the entity setting those fees and the total fee collected by the County of Shasta may be modified in accordance with those changes without further action by the Board of Supervisors. The fee amount in Column C of Attachment A reflects the total amount to be collected. Those fees set forth in Column A of Attachment A and as reflected as part of the total to be collected (Column C) are hereby adopted.

SECTION 5. This ordinance is not intended to contain all fees that are or may be charged by the County of Shasta for services and supplies and to the extent that other fees are customarily charged or are established elsewhere and are not listed below, all such fees, charges, and rates shall remain in full force and effect.

SECTION 6. Notice of the public hearing for considering the adoption of the fees in this ordinance has been given in accordance with applicable law.

SECTION 7. Should any fee herein established be held to be invalid or otherwise unenforceable, such determination shall not affect the validity of the remainder of this ordinance or the remaining fee provisions. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 8: The adoption of this ordinance shall not in any manner affect any action or be construed as a waiver of any fee, charge, penalty or fine required by or resulting from any previous ordinance imposing a fee, charge, penalty or fine.

SECTION 9: To the extent any action, whether by resolution or ordinance, was adopted by the Board of Supervisors to set or impose a fee, to the extent that resolution or ordinance is inconsistent with the provisions of this ordinance, that portion of the previous resolution or ordinance that is inconsistent with the terms of this ordinance are superseded by this ordinance. The adoption of this ordinance shall not amend or affect the remaining portions of any such previously adopted ordinance or resolution.

SECTION 10. This ordinance shall be in full force and effect from and after 30 days after its passage. The clerk shall cause this ordinance to be published as required by law.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

LAWRENCE. G. LEES
Clerk of the Board of Supervisors

By:_____

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
Agriculture/Weights and Measures				
	Issuance of phytosanitary certificate	\$ 84.00		84.00
	Device Registration fee for computing scales	\$ 23.00	1.10	24.10
	Weights & Measures Service Fees			-
	Small Capacity (0-50 pounds) per Hour	\$ 110.00		110.00
	Small Capacity (0-50 pounds) Additional Travel Fee	\$ 110.00 trip fee or \$1.50 per mile, whichever is greater	110.00 trip fee or \$1.50 per mile, whichever is greater	
	Medium Capacity (Greater than 50 - 5,000 pounds) per Hour	\$ 125.00		125.00
	Medium Capacity (Greater than 50 - 5,000 pounds) Additional Travel Fee	\$ 125.00 trip fee or \$1.50 per mile, whichever is greater	125.00 trip fee or \$1.50 per mile, whichever is greater	
	Large Capacity (Greater than 5,000 pounds) per Hour	\$ 135.00		135.00
	Large Capacity (Greater than 5,000 pounds) Additional Travel Fee	\$ 165.00 trip fee or \$1.50 per mile, whichever is greater	165.00 trip fee or \$1.50 per mile, whichever is greater	
	Retail Motor Fuel Dispenser and Diesel Exhaust Fluid (DEF) Dispenser per Hour	\$ 80.00		80.00
	Retail Motor Fuel Dispenser and Diesel Exhaust Fluid (DEF) Dispenser Additional Travel Fee	\$ 85.00 trip fee or \$1.00 per mile, whichever is greater	85.00 trip fee or \$1.00 per mile, whichever is greater	
	Wholesale Liquid Measuring Devices per Hour	\$ 85.00		85.00
	Wholesale Liquid Measuring Devices Additional Travel Fee	\$ 85.00 trip fee or \$1.00 per mile, whichever is greater	85.00 trip fee or \$1.00 per mile, whichever is greater	
	Liquefied Petroleum Gas Meters Per Hour	\$ 125.00 per hour or \$310 per meter, whichever is greater	125.00 per hour or \$310 per meter, whichever is greater	
	Liquefied Petroleum Gas Meters Additional Travel Fee	\$ 150.00 trip fee or \$1.00 per mile, whichever is greater	150.00 trip fee or \$1.00 per mile, whichever is greater	
	Electric Submeter per Hour	\$ 400.00		400.00

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
	Electric Submeter Additional Travel Fee	\$ 150.00 per hour of travel time, per person		150.00 per hour of travel time, per person
	Hydrogen Dispensers per Hour	\$ 150.00		150.00
		\$ 150.00 per day vehicle + \$750 test tank fee +		150.00 per day vehicle + \$750 test tank fee +
	Hydrogen Dispensers Additional Travel Fee	\$150 per hour of travel time, per person		\$150 per hour of travel time, per person
	All other Commercial Devices per Hour	\$ 100.00		100.00
		\$ 100.00 trip fee or \$1.50 per mile, whichever is greater		100.00 trip fee or \$1.50 per mile, whichever is greater
	All other Commercial Devices Additional Travel Fee			
County Fire				
	Staff Time Charges - Hourly			
	Fire Marshal	Annually calculated		Annually calculated
	Fire Inspector	Productive Hourly Rate		Productive Hourly Rate
	Clerical			
Health & Human Services - Opportunity Center				
	8.5 x 11 or Envelopes one sided, black ink	\$ 0.10		0.10
	8.5 x 11 or Envelopes one sided, color ink	\$ 0.11		0.11
	8.5 x 11 or Envelopes two sided, black ink	\$ 0.14		0.14
	8.5 x 11 or Envelopes two sided, color ink	\$ 0.17		0.17
	11 x 17 one sided, black ink	\$ 0.13		0.13
	11 x 17 one sided, color ink	\$ 0.14		0.14
	11 x 17 two sided, black ink	\$ 0.16		0.16
	11 x 17 two sided, color ink	\$ 0.19		0.19
	8.5 x 14 one sided, black ink	\$ 0.12		0.12
	8.5 x 14 one sided, color ink	\$ 0.13		0.13
	8.5 x 14 two sided, black ink	\$ 0.15		0.15
	8.5 x 14 two sided, color ink	\$ 0.18		0.18
	Address Label Supplied	\$ 0.03		0.03
	Address Label Affixed	\$ 0.05		0.05
	Card Stock 8.5 x 11 one sided, black ink	\$ 0.15		0.15

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY		OTHER ENTITY FEE	TOTAL FEE
		FEE		(in addition to Requested Fee)	
	Card Stock 8.5 x 11 one sided, color ink	\$	0.17		0.17
	Card Stock 8.5 x 11 two sided, black ink	\$	0.19		0.19
	Card Stock 8.5 x 11 two sided, color ink	\$	0.22		0.22
	Collating, first 2 items	\$	0.03		0.03
	Collating, additional	\$	0.02		0.02
	Comb Binding <250 pages	\$	2.50		2.50
	Comb Binding >251 pages	\$	3.00		3.00
	Cutting	\$	0.04		0.04
	Drilling (Hole Punch)	\$	0.03		0.03
	Envelope Sealing	\$	0.03		0.03
	Fold, 1/2	\$	0.05		0.05
	Fold, Accordion or Z	\$	0.05		0.05
	Fold, Brochure	\$	0.05		0.05
	Fold, Double	\$	0.08		0.08
	Fold, Letter	\$	0.08		0.08
	Laminating 8.5 x 11	\$	1.41		1.41
	Laminating 8.5 x 14	\$	1.56		1.56
	Laminating 8.5 x 17	\$	1.70		1.70
	Laminating 8.5 x 5.5	\$	1.15		1.15
	NCR 8.5 x 11 color ink (per set)	\$	0.12		0.12
	NCR 8.5 x 11, 2 part	\$	0.17		0.17
	NCR 8.5 x 11, 2 part & 2 sided	\$	0.18		0.18
	NCR 8.5 x 11, 3 part	\$	0.14		0.14
	NCR 8.5 x 11, 3 part & 2 sided	\$	0.18		0.18
	NCR 8.5 x 14 color ink (per set)	\$	0.13		0.13
	NCR 8.5 x 14, 2 part	\$	0.13		0.13
	NCR 8.5 x 14, 3 part	\$	0.11		0.11
	Padding (binded cardboard backing)	\$	0.30		0.30
	Pick up / Delivery Charges for mail services	\$	10.00		10.00
	Pick up shred jobs	\$	30.00		30.00
	OC Supplied tabs/seals- supply cost per tab/seal	\$	0.03		0.03
	Sealing with tabs: affix	\$	0.06		0.06
	Shredding- hand sorting, purge: Bankers Box size	\$	15.00		15.00
	Shredding- hand sorting, purge: Grey Slim Jim size	\$	46.00		46.00

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY		OTHER ENTITY FEE	TOTAL FEE
		FEE		(in addition to Requested Fee)	
	Shredding- hand sorting, purge: Rolling Bin size	\$	68.00		68.00
	Shredding- hand sorting, reg: Bankers Box size	\$	10.00		10.00
	Shredding- hand sorting, reg: Grey Slim Jim size	\$	30.00		30.00
	Shredding- hand sorting, reg: Rolling Bin size	\$	45.00		45.00
	Shrink Wrapping - in 100 pc bundles	\$	0.10		0.10
	Stamping	\$	0.05		0.05
	Stapling	\$	0.04		0.04
	Stuff, >1 piece	\$	0.05		0.05
	Stuffing, per piece	\$	0.05		0.05
	ZIP Sorting (bundling pieces by specific Zip Codes)	\$	0.04		0.04
Health & Human Services - Public Health					
	New Patient Minimal Visit	\$	64.00		64.00
	New Patient Limited Visit	\$	97.00		97.00
	New Patient General Visit	\$	126.00		126.00
	New Patient Extended Visit	\$	158.00		158.00
	Established Patient Minimal Visit	\$	36.00		36.00
	Established Patient Brief Visit	\$	60.00		60.00
	Established Patient Limited Visit	\$	81.00		81.00
	Established Patient General Visit	\$	105.00		105.00
	Established Patient Extended Visit	\$	142.00		142.00
	Blood Drawing Fee	\$	22.00		22.00
	Sputum Induction	\$	119.00		119.00
	Tuberculosis (TB) Work Clearance	\$	66.00		66.00
	TB Work Clearance School District	\$	25.00		25.00
	TB Skin Test	\$	13.00 + Cost of Vaccine		13.00 + Cost of Vaccine
	All State Supplied Vaccine	\$	13.00 + Cost of Vaccine		13.00 + Cost of Vaccine
	International Travel Immunizations	\$	20.00 + Cost of Vaccine		20.00 + Cost of Vaccine
	Non-State Supplied Flu Vaccine	\$	13.00 + Cost of Vaccine		13.00 + Cost of Vaccine
	Other Non-State Supplied Vaccine	\$	13.00 + Cost of Vaccine		13.00 + Cost of Vaccine

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
	TB X-Ray Interpretation	\$ 45.00		45.00
	Medical Review of Mobile Home Permit	\$ 23.00		23.00
	Duplicate Copy of Immunization Record	\$ 6.00		6.00
	Copy of Medical Records: Minimum (up to 10 pages)	\$ 12.00		12.00
	Copy of Medical Records: More than 10 pages.	\$ 12.00 + .25/page over 10		12.00 + .25/page over 10
	Court/Prob.-Ordered AIDS Education Session	\$ 99.00		99.00
	Breast Pump Rental (per month)	\$ 47.00		47.00
	Preventative Medicine Counseling (15 minutes)	\$ 44.00		44.00
	Preventative Medicine Counseling (30 minutes)	\$ 64.00		64.00
	Preventative Medicine Counseling (45 minutes)	\$ 97.00		97.00
	Preventative Medicine Counseling (60 minutes)	\$ 117.00		117.00
	Rabies Titer	\$ 109.00		109.00
	Hepatitis B Titer	\$ 38.00		38.00
	Acid Fast Bacilli (AFB) Smear, Stain, & Examine	\$ 15.00		15.00
	Acid Fast Bacilli (AFB) Isolated Culture Identification (If culture Positive)	\$ 74.00		74.00
	Acid Fast Bacilli (AFB) Concentration	\$ 93.00		93.00
	Culture & Isolation	\$ 51.00		51.00
	Quantiferon	\$ 47.00		47.00
	Gonococcal Culture (GC), Screening	\$ 15.00		15.00
	Gonococcal Culture (GC), Definitive Identification	\$ 58.00		58.00
	Chlamydia Trachomatis (CT) Identification (Nucleic Acid Amplification Test (NAAT))	\$ 28.00		28.00
	Gonococcal Culture (GC) Identification (Nucleic Acid Amplification Test (NAAT))	\$ 28.00		28.00
	Combined Chlamydia Trachomatis (CT)/Gonococcal Culture (GC) (Nucleic Acid Amplification Test (NAAT))	\$ 56.00		56.00
	Rapid Plasma Reagin (RPR), Qualitative (Serum or Plasma)	\$ 16.00		16.00
	Enteric Culture & ID of Pathogens	\$ 68.00		68.00
	Enteric Culture Typing	\$ 30.00		30.00

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
	Misc. Bacteriology ID	\$ 73.00		73.00
	Gram Stain	\$ 16.00		16.00
	Pertussis Polymerase Chain Reaction (PCR)	\$ 91.00		91.00
	Tick Testing	\$ 46.00		46.00
	Urine Drugs of Abuse Testing (6 Panel)	\$ 58.00		58.00
	Urine Drugs of Abuse Testing (7 Panel)	\$ 59.00		59.00
	Urine Drugs of Abuse Testing (Full Panel)	\$ 62.00		62.00
	Rabies - Does not include vet charges for brain removal	\$ 119.00		119.00
	Varicella Zoster Virus	\$ 84.00		84.00
	Herpes Simplex Virus	\$ 84.00		84.00
	Influenza Polymerase Chain Reaction (PCR) 87502	\$ 64.00		64.00
	Influenza Polymerase Chain Reaction (PCR) 87503	\$ 64.00		64.00
	Norovirus Polymerase Chain Reaction (PCR)	\$ 51.00		51.00
	Drinking Water, Qualitative (Colisure)	\$ 38.00		38.00
	Drinking Water, 51-Well Quanti-Tray	\$ 39.00		39.00
	Surface Water, Quanti-Tray/2000	\$ 40.00		40.00
	Molecular Diagnostic Assay (Polymerase Chain Reaction (PCR))	\$ 69.00		69.00
	Laboratory Hourly Rate	\$ 117.00		117.00
Resource Management - Environmental Health				
Land Use Major or Minor Subdivision				
	Land Divisions: All Proposed lots served by public water/sewer - Based on (1) hour	\$ 129.83		129.83
	Land Divisions: All Proposed lots served by individual domestic well and/or Onsite Wastewater Treatment System - Based on (4) hours	\$ 520.00 + \$65.00 per proposed lot		520.00 + \$65.00 per proposed lot
	Land Divisions: All Proposed lots created for uses which will not generate wastes - Based on (1) hour	\$ 129.83		129.83
	Use Feasibility Request (Formerly "Land Appraisal") - Based on (3) hours	\$ 390.00 + \$65.00 per proposed lot		390.00 + \$65.00 per proposed lot
	Property Line Adjustment	\$ 194.75		194.75

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
Water				
	Permit Waiver Water Field Review - Based on (2) hours	\$ 259.66		259.66
Liquid Waste				
	Standard Onsite Wastewater Treatment System New, Replace, Repair, and Failing Systems. Based on (5) hours	\$ 649.15		649.15
	Leach Line Addition to Existing System Based on (2) hours	\$ 259.66		259.66
	Leach Field Replacement and Repair (Based on (4) Hours	\$ 519.32		519.32
	Tank Replacement and Repair - Based on (2) hours	\$ 259.66		259.66
	Mobile Home Park/Multi-family Onsite Wastewater Treatment System New and Repair - Based on (1.25) hours	Permit type fee + \$65.00 per connection	Permit type fee + \$65.00 per connection	
	Non-Standard Onsite Wastewater Treatment System with Alternate Dispersal - New, Replace, Repair, and Failing Systems. Based on (7) hours	\$ 908.81		908.81
	Permit Waiver Onsite Wastewater Treatment System Field Review - Based on (2) hours	\$ 259.66		259.66
	Permit Waiver Onsite Wastewater Treatment System & Water Field Review - Based on (2.5) hours	\$ 325.00		325.00
	Non-Standard Onsite Wastewater Treatment System w/ Supplemental Treatment and Alternate Dispersal - New, Replacement, Repair and Failing Systems. Based on (8) Hours	\$ 1,038.64		1,038.64
	Operating Permit - Based on (1) hour Biannual Fee	\$ 129.83		129.83
	Distribution Box Replacement and Repair - Based on (1.25) hours	\$ 162.29		162.29
	Sewage Disposal System Abandonment - Based on (1) hour	\$ 130.00		130.00
	Permit Renewal/Extension Based on (1) hour	\$ 129.83		129.83

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
	Greywater System Review of Building Permit and Inspection - Based on (1.5) hours	\$ 194.75		194.75
	Additional/Special Inspection Onsite Wastewater Treatment System Inspection Fee - Based on (1) hour	\$ 129.83/hr		129.83/hr
		\$		
	Hazardous Waste Generators			
	CESQG (Conditionally Exempt Small Quantity Generator <100 kg/mth)	\$ 119.01		119.01
	SQG (Small Quantity Generator >100 kg/mth<1000 kg/mth)	\$ 133.29		133.29
	LQG (Large Quantity Generator >1000 kg/mth, or > 1kg/mth, Acutely Hazardous Material/Extremely Hazardous Material)	\$ 154.93		154.93
	Aboveground Petroleum Storage Act (APSA)			
	APSA Qualified Tier 1 (Business facilities that store >1320 gallons of petroleum in aggregate containers of 55 gallons or larger, but <10,000 gallons of petroleum, and have no tank greater than 5,000 gal)	\$ 194.75	\$26 APSA State Surcharge per APSA facility	220.75
	APSA Qualified Tier 2 (Business facilities that store >1320 gallons of petroleum in aggregate containers of 55 gallons or larger, but <10,000 gallons of petroleum, and have one tank larger than 5,000 gal)	\$ 227.20	\$26 APSA State Surcharge per APSA facility	253.20
	APSA Non-Qualified Category I (Business facilities that store >10,000 gallons of petroleum in aggregate containers of 55 gallons or larger, <50,000 gallons of petroleum)	\$ 281.30	\$26 APSA State Surcharge per APSA facility	307.30
	APSA Non-Qualified Category II (Business facilities that store >50,000 gallons of petroleum in aggregate containers of 55 gallons or larger, <500,000 gallons of petroleum)	\$ 335.39	\$26 APSA State Surcharge per APSA facility	361.39
	APSA Non-Qualified Category III (Business facilities that store >500,000 gallons of petroleum in aggregate containers of 55 gallons or larger)	\$ 389.49	\$26 APSA State Surcharge per APSA facility	415.49

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
Hazardous Waste Treatment				
		\$ 151.04	\$49 State Oversight Surcharge. Only paid once per facility.	200.04
	TP-CE (Tiered Permit, Conditionally Exempt)	\$ 292.12	\$49 State Oversight Surcharge. Only paid once per facility.	341.12
	TP-CA (Tiered Permit, Conditional Authorization)	\$ 389.49	\$49 State Oversight Surcharge. Only paid once per facility.	438.49
	TP-PBR/HHW (Tiered Permit, Permit By Rule, Household Hazardous Waste)	\$ 108.19	\$49 State Oversight Surcharge. Only paid once per facility.	157.19
	TP-Additional PBR or CA Units (Tiered Permit, Permit By Rule or Conditional Authorization)			
Hazardous Material Business Plans				
		\$ 158.39	\$49 State Oversight Surcharge. Only paid once per facility.	207.39
	HMBP (Hazardous Material Business Plan) Base Fee			
	HMBP Per material charge (materials 1-10)	\$ 15.00		15.00
	HMBP Per material charge (materials 11-20)	\$ 12.00		12.00
	HMBP Per material charge (materials 21 and over)	\$ 8.00		8.00
CALARP				
	Program 1	302.94	\$270 State Surcharge per CalARP facility. Paid once by a business or agency with multiple CalARP facilities in same CUPA jurisdiction.	572.94

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
	Program 2	454.41	\$270 State Surcharge per CalARP facility. Paid once by a business or agency with multiple CalARP facilities in same CUPA jurisdiction.	724.41
	Program 3	595.05	\$270 State Surcharge per CalARP facility. Paid once by a business or agency with multiple CalARP facilities in same CUPA jurisdiction.	865.05
	Additional Non-Contiguous Program 2 Sites (<2,000lbs chlorine)	194.75		194.75
	Underground Storage Tanks			
		\$ 389.49	\$20 Underground Storage Tank State Surcharge per tank	409.49
	Annual Tank Permit Fee	\$ 194.75	\$20 Underground Storage Tank State Surcharge per tank	214.75
	Annual Tank Permit Fee (Per tank after 1st)	\$ 1,298.30	\$20 Underground Storage Tank State Surcharge per tank	1,318.30
	New Tank Installation - First Tank	\$ 194.75	\$20 Underground Storage Tank State Surcharge per tank	214.75
	New Tank Installation - Each Additional Tank			
	Tank Closure - Plan Review (site)	\$ 194.75		194.75
	Tank Closure Inspection - First Tank	\$ 259.66		259.66
	Tank Closure Inspection - Each Additional Tank	\$ 129.83		129.83
	Temporary Closure Inspection (site)	\$ 259.66		259.66

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	REQUESTED COUNTY FEE	OTHER ENTITY FEE (in addition to Requested Fee)	TOTAL FEE
	Major Modification Permit (Major Modification Permit is \$ required for work including, but not limited to, the following: <input type="checkbox"/> Piping replacement and any piping repairs <input type="checkbox"/> Lining repairs/installations/inspections <input type="checkbox"/> Tank shell repairs <input type="checkbox"/> Sump replacements <input type="checkbox"/> Under-dispenser containment replacements)	519.32		519.32
	Minor Modification Permit (Minor Modification Permit is \$ required for work including, but not limited to, the following: <input type="checkbox"/> Replacement of a direct-bury spill container <input type="checkbox"/> Installation of a new monitoring system of console <input type="checkbox"/> Replacement of any monitoring equipment that is not a like-for-like replacement <input type="checkbox"/> Repair/replacement of cathodic protection equipment <input type="checkbox"/> Installation of new overfill prevention system)	259.66		259.66
Treasurer/Tax Collector/Public Administrator				
	Secured Tax			
	Pay Plan Set Up Fee	\$ 45.00		45.00
	Separate Valuation	\$ 35.00		35.00
	Unsecured Delinquent Tax			
	Bulk Transfer Fee	\$ 45.00		45.00
	Cost of Collections- Level 1	\$ 8.50		8.50
	Cost of Collections- Level 2	\$ 24.00		24.00
	Cost of Collections- Level 3	\$ 25.00		25.00
	DMV Hold	\$ 10.00		10.00
	Duplicate Tax Clearance	\$ 22.00		22.00
	Miscellaneous Fees			
	Electronic Tax Roll	\$ 39.00		39.00
	Research Fee Per Quarter Hour	\$ 12.50		12.50

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
Agriculture/Weights and Measures					
	Issuance of phytosanitary certificate	\$ 78.00	84.00		Time Study
	Device Registration fee for computing scales	\$ 20.00	23.00	1.10	Business & Professions Code Section 12240 allows for the Board of Supervisors to charge an annual device registration fee for commercial devices. Passage of AB 347, among other items, amended 12240(n) allowed for increase of device registration fee for computing scales, up to \$23.00 per device, not to exceed actual cost of the inspections. The legislation is effective January 1, 2019. State Admin fee of \$1.10 per CCR Title 4, Division 9, Chapter 3, Article 3.
Weights & Measures Service Fees					
	Service Request Plus Specialized Equipment Rate				Current Fees being replaced by requested fees below
	Commercial Device Per Hour	\$ 64.12			Current Fees being replaced by requested fees below
	Non-Commercial Device Per Hour	\$ 64.12			Current Fees being replaced by requested fees below
	Specialized Equipment Rate				Current Fees being replaced by requested fees below
	Weight Truck (for scales 2,000 lbs or more Per Mile)	\$ 4.00			Current Fees being replaced by requested fees below
	Retail Motor Fuel Devices Per Mile	\$ 1.65			Current Fees being replaced by requested fees below
	LPG Testing Prover Per Mile	\$ 1.65			Current Fees being replaced by requested fees below
	All other Weights & Measures Vehicles	Current IRS			Current Fees being replaced by requested fees below
	Small Capacity (0-50 pounds) per Hour	\$	110.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Small Capacity (0-50 pounds) Additional Travel Fee	\$	110.00 trip fee or \$1.50 per mile, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Medium Capacity (Greater than 50 - 5,000 pounds) per Hour	\$	125.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Medium Capacity (Greater than 50 - 5,000 pounds) Additional Travel Fee	\$	125.00 trip fee or \$1.50 per mile, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Large Capacity (Greater than 5,000 pounds) per Hour	\$	135.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Large Capacity (Greater than 5,000 pounds) Additional Travel Fee	\$	165.00 trip fee or \$1.50 per mile, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Retail Motor Fuel Dispenser and Diesel Exhaust Fluid (DEF) Dispenser per Hour	\$	80.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Retail Motor Fuel Dispenser and Diesel Exhaust Fluid (DEF) Dispenser Additional Travel Fee	\$	85.00 trip fee or \$1.00 per mile, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Wholesale Liquid Measuring Devices per Hour	\$	85.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Wholesale Liquid Measuring Devices Additional Travel Fee	\$	85.00 trip fee or \$1.00 per mile, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Liquefied Petroleum Gas Meters Per Hour	\$	125.00 per hour or \$310 per meter, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Liquefied Petroleum Gas Meters Additional Travel Fee	\$	150.00 trip fee or \$1.00 per mile, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Electric Submeter per Hour	\$	400.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Electric Submeter Additional Travel Fee	\$	150.00 per hour of travel time, per person		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Hydrogen Dispensers per Hour	\$	150.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	Hydrogen Dispensers Additional Travel Fee	\$	150.00 per day vehicle + \$750 test tank fee + \$150 per hour of travel time, per person		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	All other Commercial Devices per Hour	\$	100.00		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5
	All other Commercial Devices Additional Travel Fee	\$	100.00 trip fee or \$1.50 per mile, whichever is greater		Schedule of Uniform Fees Required by California Business and Professions Code 12210.5

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
County Fire					
	Staff Time Charges - Hourly				
	Fire Marshal	\$ 32.00	Annually calculated Productive Hourly Rate		Productive Hourly Rate
	Fire Inspector	\$ 28.00			Productive Hourly Rate
	Clerical	\$ 15.00			Productive Hourly Rate
Health & Human Services - Opportunity Center					
	8.5 x 11 or Envelopes one sided, black ink	\$ 0.03	0.10		Time Study
	8.5 x 11 or Envelopes one sided, color ink	\$ 0.25	0.11		Time Study
	8.5 x 11 or Envelopes two sided, black ink	\$ 0.06	0.14		Time Study
	8.5 x 11 or Envelopes two sided, color ink	\$ 0.50	0.17		Time Study
	11 x 17 one sided, black ink	\$ 0.06	0.13		Time Study
	11 x 17 one sided, color ink	\$ 0.50	0.14		Time Study
	11 x 17 two sided, black ink	\$ 0.12	0.16		Time Study
	11 x 17 two sided, color ink	\$ 1.00	0.19		Time Study
	8.5 x 14 one sided, black ink	\$ 0.04	0.12		Time Study
	8.5 x 14 one sided, color ink	\$ 0.28	0.13		Time Study
	8.5 x 14 two sided, black ink	\$ 0.07	0.15		Time Study
	8.5 x 14 two sided, color ink	\$ 0.56	0.18		Time Study
	Address Label Supplied	\$ 0.02	0.03		Time Study
	Address Label Affixed	\$ 0.02	0.05		Time Study
	Card Stock 8.5 x 11 one sided, black ink	\$ 0.11	0.15		Time Study
	Card Stock 8.5 x 11 one sided, color ink	\$ 0.35	0.17		Time Study
	Card Stock 8.5 x 11 two sided, black ink	\$ 0.22	0.19		Time Study
	Card Stock 8.5 x 11 two sided, color ink	\$ 0.70	0.22		Time Study
	Collating, first 2 items	\$ 0.02	0.03		Time Study
	Collating, additional	\$ 0.01	0.02		Time Study
	Comb Binding <250 pages	\$ 1.95	2.50		Time Study
	Comb Binding >251 pages	\$ 2.95	3.00		Time Study
	Cutting	\$ 0.03	0.04		Time Study
	Drilling (Hole Punch)	\$ 0.01	0.03		Time Study
	Envelope Sealing	\$ 0.02	0.03		Time Study
	Fold, 1/2	\$ 0.03	0.05		Time Study
	Fold, Accordion or Z	\$ 0.05	0.05		Time Study
	Fold, Brochure	\$ 0.05	0.05		Time Study
	Fold, Double	\$ 0.08	0.08		Time Study
	Fold, Letter	\$ 0.05	0.08		Time Study
	Laminating 8.5 x 11	\$ 1.56	1.41		Time Study
	Laminating 8.5 x 14	\$ 1.79	1.56		Time Study
	Laminating 8.5 x 17	\$ 2.21	1.70		Time Study
	Laminating 8.5 x 5.5	\$ 0.08	1.15		Time Study
	No Carbon Required (NCR) 8.5 x 11 color ink (per set)	\$ 0.16	0.12		Time Study
	NCR 8.5 x 11, 2 part	\$ 0.14	0.17		Time Study
	NCR 8.5 x 11, 2 part & 2 sided	\$ 0.20	0.18		Time Study
	NCR 8.5 x 11, 3 part	\$ 0.24	0.14		Time Study
	NCR 8.5 x 11, 3 part & 2 sided	\$ 0.33	0.18		Time Study
	NCR 8.5 x 14 color ink (per set)	\$ 0.18	0.13		Time Study
	NCR 8.5 x 14, 2 part	\$ 0.18	0.13		Time Study
	NCR 8.5 x 14, 3 part	\$ 0.24	0.11		Time Study
	Padding (binded cardboard backing)	\$ 0.26	0.30		Time Study
	Pick up / Delivery Charges for mail services	\$ 7.00	10.00		Time Study
	Pick up shred jobs	\$ 25.00	30.00		Time Study
	OC Supplied tabs/seals- supply cost per tab/seal	\$ 0.02	0.03		Time Study
	Sealing with tabs: affix	\$ 0.03	0.06		Time Study
	Shredding- hand sorting, purge: Bankers Box size	\$ 11.67	15.00		Time Study
	Shredding- hand sorting, purge: Grey Slim Jim size	\$ 35.00	46.00		Time Study
	Shredding- hand sorting, purge: Rolling Bin size	\$ 52.50	68.00		Time Study
	Shredding- hand sorting, reg: Bankers Box size	\$ 5.00	10.00		Time Study
	Shredding- hand sorting, reg: Grey Slim Jim size	\$ 15.00	30.00		Time Study

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
	Shredding- hand sorting, reg: Rolling Bin size	\$ 22.50	45.00		Time Study
	Shrink Wrapping - in 100 pc bundles	\$ 0.00	0.10		Time Study
	Stamping	\$ 0.03	0.05		Time Study
	Stapling	\$ 0.02	0.04		Time Study
	Stuff, >1 piece	\$ 0.03	0.05		Time Study
	Stuffing, per piece	\$ 0.01	0.05		Time Study
	ZIP Sorting (bundling pieces by specific Zip Codes)	\$ 0.03	0.04		Time Study
Health & Human Services - Public Health					
	New Patient Minimal Visit	\$ 58.00	64.00		Time Study exact calculation = \$64.67
	New Patient Limited Visit	\$ 88.00	97.00		Time Study exact calculation = \$97.36
	New Patient General Visit	\$ 122.00	126.00		Time Study exact calculation = \$126.88
	New Patient Extended Visit	\$ 145.00	158.00		Time Study exact calculation = \$158.43
	Established Patient Minimal Visit	\$ 32.00	36.00		Time Study exact calculation = \$36.35
	Established Patient Brief Visit	\$ 55.00	60.00		Time Study exact calculation = \$60.78
	Established Patient Limited Visit	\$ 73.00	81.00		Time Study exact calculation = \$81.26
	Established Patient General Visit	\$ 96.00	105.00		Time Study exact calculation = \$105.69
	Established Patient Extended Visit	\$ 130.00	142.00		Time Study exact calculation = \$142.33
	Blood Drawing Fee	\$ 19.00	22.00		Time Study exact calculation = \$22.28
	Sputum Induction	\$ 107.00	119.00		Time Study exact calculation = \$119.20
	Tuberculosis (TB) Work Clearance	\$ 60.00	66.00		Time Study exact calculation = \$66.53
	TB Work Clearance School District	\$ 22.00	25.00		Time Study exact calculation = \$25.58
	TB Skin Test	\$ 12.00 + Cost of Vaccine	13.00 + Cost of Vaccine		Time Study exact calculation = \$13.89
	All State Supplied Vaccine	\$ 12.00 + Cost of Vaccine	13.00 + Cost of Vaccine		Time Study exact calculation = \$13.85
	International Travel Immunizations	\$ 18.00 + Cost of Vaccine	20.00 + Cost of Vaccine		Time Study exact calculation = \$20.60
	Non-State Supplied Flu Vaccine	\$ 12.00 + Cost of Vaccine	13.00 + Cost of Vaccine		Time Study exact calculation = \$13.85
	Other Non-State Supplied Vaccine	\$ 12.00 + Cost of Vaccine	13.00 + Cost of Vaccine		Time Study exact calculation = \$13.85
	TB X-Ray Interpretation	\$ 41.00	45.00		Time Study exact calculation = \$45.71
	Medical Review of Mobile Home Permit	\$ 21.00	23.00		Time Study exact calculation = \$23.43
	Duplicate Copy of Immunization Record	\$ 5.00	6.00		Time Study exact calculation = \$6.47
	Copy of Medical Records: Minimum (up to 10 pages)	\$ 11.00	12.00		Time Study exact calculation = \$12.23
	Copy of Medical Records: More than 10 pages.	\$ 11.00 + .25/page over 11	12.00 + .25/page over 10		Time Study exact calculation = \$12.55
	Court/Prob.-Ordered AIDS Education Session	\$ 88.00	99.00		Time Study exact calculation = \$99.11
	Breast Pump Rental (per month)	\$ 45.00	47.00		Time Study exact calculation = \$47.23
	Preventative Medicine Counseling (15 minutes)	\$ 40.00	44.00		Time Study exact calculation = \$44.70
	Preventative Medicine Counseling (30 minutes)	\$ 57.00	64.00		Time Study exact calculation = \$64.96
	Preventative Medicine Counseling (45 minutes)	\$ 86.00	97.00		Time Study exact calculation = \$97.45
	Preventative Medicine Counseling (60 minutes)	\$ 103.00	117.00		Time Study exact calculation = \$117.71
	Rabies Titer	\$ 107.00	109.00		Time Study exact calculation = \$109.77
	Hepatitis B Titer	\$ 35.00	38.00		Time Study exact calculation = \$38.15
	Acid Fast Bacilli Smear, Stain, & Examine	\$ 29.00	15.00		Time Study exact calculation = \$15.46
	Acid Fast Bacilli Isolated Culture Identification (If culture Positive)	\$ 80.00	74.00		Time Study exact calculation = \$74.23
	Acid Fast Bacilli Concentration	\$ 104.00	93.00		Time Study exact calculation = \$93.16
	Culture & Isolation	\$ 56.00	51.00		Time Study exact calculation = \$51.76
	Quantiferon	\$ 50.00	47.00		Time Study exact calculation = \$47.93

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
	Gonococcal Culture, Screening	\$ 16.00	15.00		Time Study exact calculation = \$15.90
	Gonococcal Culture, Definitive Identification	\$ 63.00	58.00		Time Study exact calculation = \$58.08
	Chlamydia Trachomatis Identification (Nucleic Acid Amplification Test)	\$ 54.00	28.00		Time Study exact calculation = \$28.29
	Gonococcal Culture Identification (Nucleic Acid Amplification Test)	\$ 54.00	28.00		Time Study exact calculation = \$28.29
	Combined Chlamydia Trachomatis/Gonococcal Culture (Nucleic Acid Amplification Test)	\$ 50.00	56.00		Time Study exact calculation = \$26.58
	Rapid Plasma Reagin, Qualitative (Serum or Plasma)	\$ 17.00	16.00		Time Study exact calculation = \$16.95
	Enteric Culture & ID of Pathogens	\$ 72.00	68.00		Time Study exact calculation = \$68.52
	Enteric Culture Typing	\$ 32.00	30.00		Time Study exact calculation = \$30.71
	Misc. Bacteriology ID	\$ 76.00	73.00		Time Study exact calculation = \$73.39
	Gram Stain	\$ 17.00	16.00		Time Study exact calculation = \$16.64
	Pertussis Polymerase Chain Reaction	\$ 89.00	91.00		Time Study exact calculation = \$91.11
	Tick Testing	\$ 51.00	46.00		Time Study exact calculation = \$46.64
	Urine Drugs of Abuse Testing (6 Panel)	\$ 41.00	58.00		Time Study exact calculation = \$58.53
	Urine Drugs of Abuse Testing (7 Panel)	\$ 42.00	59.00		Time Study exact calculation = \$59.45
	Urine Drugs of Abuse Testing (Full Panel)	\$ 50.00	62.00		Time Study exact calculation = \$62.93
	Rabies - Does not include vet charges for brain removal	\$ 132.00	119.00		Time Study exact calculation = \$119.07
	Varicella Zoster Virus	\$ 89.00	84.00		Time Study exact calculation = \$84.35
	Herpes Simplex Virus	\$ 89.00	84.00		Time Study exact calculation = \$84.35
	Influenza Polymerase Chain Reaction 87502	\$ 68.00	64.00		Time Study exact calculation = \$64.33
	Influenza Polymerase Chain Reaction 87503	\$ 68.00	64.00		Time Study exact calculation = \$64.33
	Norovirus Polymerase Chain Reaction	\$ 54.00	51.00		Time Study exact calculation = \$51.43
	Drinking Water, Qualitative (Colisure)	\$ 27.00	38.00		Time Study exact calculation = \$38.83
	Drinking Water, 51-Well Quanti-Tray	\$ 35.00	39.00		Time Study exact calculation = \$39.63
	Surface Water, Quanti-Tray/2000	\$ 36.00	40.00		Time Study exact calculation = \$40.18
	Molecular Diagnostic Assay (Polymerase Chain Reaction)	\$ NEW	69.00		Time Study exact calculation = \$69.46
	Laboratory Hourly Rate	\$ 133.00	117.00		Time Study exact calculation = \$117.88
Resource Management - Environmental Health					
Land Use Major or Minor Subdivision					
OLD NAME	All proposed lots served by public water/sewer	\$ 110.95			Current Fee being replaced by requested fee below
NEW NAME	Land Divisions: All Proposed lots served by public water/sewer - Based on (1) hour		129.83		Chapter 8.41, Shasta County Ordinance
OLD NAME	All proposed lots to be served by individual or common septic system or individual well	\$ 295.86 Plus \$36.98 Per Proposed Lot			Current Fee being replaced by requested fee below
NEW NAME	Land Divisions: All Proposed lots served by individual domestic well and/or Onsite Wastewater Treatment System - Based on (4) hours		520.00 + \$65.00 per proposed lot		Chapter 8.41, Shasta County Ordinance
OLD NAME	All proposed lots created for uses which will not generate liquid wastes	\$ 103.55			Current Fee being replaced by requested fee below
NEW NAME	Land Divisions: All Proposed lots created for uses which will not generate wastes - Based on (1) hour		129.83		Chapter 8.41, Shasta County Ordinance
OLD NAME	Land Appraisal Fee	\$ 73.98 Plus \$7.39 Per Proposed Lot			Current Fee being replaced by requested fee below
NEW NAME	Use Feasibility Request (Formerly "Land Appraisal") - Based on (3) hours		390.00 + \$65.00 per proposed lot		Chapter 8.41, Shasta County Ordinance
	Property Line Adjustment	\$ 103.55	194.75		Chapter 8.41, Shasta County Ordinance
Water					
OLD NAME	Request for water supply waiver	\$ 177.54			Current Fee being replaced by requested fee below

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
NEW NAME	Permit Waiver Water Field Review - Based on (2) hours	\$	259.66		Chapter 8.41, Shasta County Ordinance
	Liquid Waste				
OLD NAME	Conventional system	\$ 647.97			Current Fees being replaced by requested fees below
NEW NAMES	Standard Onsite Wastewater Treatment System New, Replace, Repair, and Failing Systems. Based on (5) hours		649.15		Chapter 8.41, Shasta County Ordinance
NEW NAMES	Leach Line Addition to Existing System Based on (2) hours		259.66		Chapter 8.41, Shasta County Ordinance
NEW NAMES	Leach Field Replacement and Repair (Based on (4) Hours		519.32		Chapter 8.41, Shasta County Ordinance
NEW NAMES	Tank Replacement and Repair - Based on (2) hours		259.66		Chapter 8.41, Shasta County Ordinance
NEW NAMES	Mobile Home Park/Multi-family Onsite Wastewater Treatment System New and Repair - Based on (1.25) hours		Permit type fee + \$65.00 per connection		Chapter 8.41, Shasta County Ordinance
OLD NAME	Non-conventional/special design system or Non-conventional/alternative system	\$ 758.91			Current Fee being replaced by requested fee below
NEW NAME	Non-Standard Onsite Wastewater Treatment System with Alternate Dispersal - New, Replace, Repair, and Failing Systems. Based on (7) hours	\$	908.81		Chapter 8.41, Shasta County Ordinance
OLD NAME	Request for septic waiver	\$ 177.54			
NEW NAME	Permit Waiver Onsite Wastewater Treatment System	\$	259.66		Chapter 8.41, Shasta County Ordinance
OLD NAME	Request for septic and water waiver	\$ 221.92			
NEW NAME	Permit Waiver Onsite Wastewater Treatment System & Water Field Review - Based on (2.5) hours	\$	325.00		Chapter 8.41, Shasta County Ordinance
	Non-conventional septic inspection	\$ 22.18	REMOVED NO NEW FEE		
	Non-Standard Onsite Wastewater Treatment System w/ Supplemental Treatment and Alternate Dispersal - New, Replacement, Repair and Failing Systems. Based on (8) Hours	\$ NEW	1,038.64		Chapter 8.41, Shasta County Ordinance
	Operating Permit - Based on (1) hour Biannual Fee	\$ NEW	129.83		Chapter 8.41, Shasta County Ordinance
	Distribution Box Replacement and Repair - Based on (1.25) hours	\$ NEW	162.29		Chapter 8.41, Shasta County Ordinance
	Sewage Disposal System Abandonment - Based on (1)	\$ NEW	130.00		Chapter 8.41, Shasta County Ordinance
	Permit Renewal/Extension Based on (1) hour	\$ NEW	129.83		Chapter 8.41, Shasta County Ordinance
	Greywater System Review of Building Permit and Inspection - Based on (1.5) hours	\$ NEW	194.75		Chapter 8.41, Shasta County Ordinance
	Additional/Special Inspection Onsite Wastewater Treatment System Inspection Fee - Based on (1) hour	\$ NEW	129.83/hr		Chapter 8.41, Shasta County Ordinance
	Aboveground Petroleum Storage Act (APSA)				
OLD NAME	No existing APSA Fee	\$ 0.00		\$26 APSA State Surcharge per APSA facility	New fees being proposed as requested below
NEW NAME	APSA Qualified Tier 1 (Business facilities that store >1320 gallons of petroleum in aggregate containers of 55 gallons or larger, but <10,000 gallons of petroleum, and have no tank greater than 5,000 gal)	\$	194.75	\$26 APSA State Surcharge per APSA facility	H&SC Chapter 6.11 §25404.5
NEW NAME	APSA Qualified Tier 2 (Business facilities that store >1320 gallons of petroleum in aggregate containers of 55 gallons or larger, but <10,000 gallons of petroleum, and have one tank larger than 5,000 gal)	\$	227.20	\$26 APSA State Surcharge per APSA facility	H&SC Chapter 6.11 §25404.5
NEW NAME	APSA Non-Qualified Category I (Business facilities that store >10,000 gallons of petroleum in aggregate containers of 55 gallons or larger, <50,000 gallons of petroleum)	\$	281.30	\$26 APSA State Surcharge per APSA facility	H&SC Chapter 6.11 §25404.5
NEW NAME	APSA Non-Qualified Category II (Business facilities that store >50,000 gallons of petroleum in aggregate containers of 55 gallons or larger, <500,000 gallons of petroleum)	\$	335.39	\$26 APSA State Surcharge per APSA facility	H&SC Chapter 6.11 §25404.5

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
NEW NAME	APSA Non-Qualified Category III (Business facilities that store >500,000 gallons of petroleum in aggregate containers of 55 gallons or larger)	\$	389.49	\$26 APSA State Surcharge per APSA facility	H&SC Chapter 6.11 §25404.5
	Hazardous Waste Generators				
OLD NAME	Generator Facility (no treatment) with Hazardous Materials Business Plan on file with EHD	\$ 44.38		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
OLD NAME	Generator Facilities which handle less than reportable quantities of hazardous materials/waste and are therefore not required to submit a Hazardous Materials Business Plan	\$ 133.15		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
NEW NAME	CESQG (Conditionally Exempt Small Quantity Generator <100 kg/mth)	\$	119.01	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
NEW NAME	SQG (Small Quantity Generator >100 kg/mth<1000 kg/mth)	\$	133.29	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
NEW NAME	LQG (Large Quantity Generator >1000 kg/mth, or > 1kg/mth, Acutely Hazardous Material/Extremely Hazardous Material)	\$	154.93	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
NEW	Hazardous Waste Treatment				
OLD NAME	Facilities which treat hazardous waste	\$ 133.15		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
NEW NAME	TP-CE (Tiered Permit, Conditionally Exempt)	\$	151.04	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
NEW NAME	TP-CA (Tiered Permit, Conditional Authorization)	\$	292.12	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
NEW NAME	TP-PBR/HHW (Tiered Permit, Permit By Rule, Household Hazardous Waste)	\$	389.49	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
NEW NAME	TP-Additional PBR or CA Units (Tiered Permit, Permit By Rule or Conditional Authorization)	\$	108.19	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
OLD	Hazardous Material Business Plans				

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
OLD NAME	Range 1 - As permitted by Shasta County Environmental Health	\$ 73.98		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
OLD NAME	Range 2 - 0-5,000 lbs solid, 0-1,100 gal liquid, or 0-2,000 cu ft gas at STP (Standard Temperature and Pressure)	\$ 332.87 Plus \$7.38/inventoried hazardous material		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
OLD NAME	Range 3 - 5,001-10,000 lbs solid, 1,101-5,000 gal liquid, or 2,001-10,000 cu ft compressed gas at STP	\$ 517.78 Plus \$7.38/inventoried hazardous material		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
OLD NAME	Range 4 - 10,001-15,000 lbs solid, 5,101-10,000 gal liquid, or 10,001-15,000 cu ft compressed gas at STP	\$ 739.69 Plus \$7.38/inventoried hazardous material		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
OLD NAME	Range 5* - 15,001 or more lbs solid, 10,001 or more gal liquid, or 15,001 or more cu ft compressed gas at STP	\$ 1,479.38 Plus \$7.38/inventoried hazardous material		\$49 State Oversight Surcharge. Only paid once per facility.	Current Fees being replaced by requested fees below
NEW NAME		\$	158.39	\$49 State Oversight Surcharge. Only paid once per facility.	H&SC Chapter 6.11 §25404.5
	HMBP (Hazardous Material Business Plan) Base Fee				
NEW NAME	HMBP Per material charge (materials 1-10)	\$	15.00		H&SC Chapter 6.11 §25404.5
NEW NAME	HMBP Per material charge (materials 11-20)	\$	12.00		H&SC Chapter 6.11 §25404.5
NEW NAME	HMBP Per material charge (materials 21 and over)	\$	8.00		H&SC Chapter 6.11 §25404.5
NEW NAME	CALARP	The 50%			H&SC Chapter 6.11 §25404.5
NEW NAME	Program 1	additional fee they pay on HMBP fee due to storage of acutely hazardous material acts as the CalARP fee.	302.94	\$270 State Surcharge per CalARP facility. Paid once by a business or agency with multiple CalARP facilities in same CUPA jurisdiction.	H&SC Chapter 6.11 §25404.5
NEW NAME	Program 2	This amount is based on the HMBP fee range they are in and not the program type they	454.41	\$270 State Surcharge per CalARP facility. Paid once by a business or agency with multiple CalARP facilities in same CUPA jurisdiction.	H&SC Chapter 6.11 §25404.5

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
NEW NAME	Program 3	are. i.e. Range 2=+\$166.44 ; Range 3=+\$258.89 ; Range 4=+\$369.85 ; Range 5=+\$739.69	595.05	\$270 State Surcharge per CalARP facility. Paid once by a business or agency with multiple CalARP facilities in same CUPA jurisdiction.	H&SC Chapter 6.11 §25404.5
NEW NAME	Additional Non-Contiguous Program 2 Sites (<2,000lbs chlorine)		194.75		H&SC Chapter 6.11 §25404.5
Underground Storage Tanks					
OLD NAME	New Installation Per Tank	\$ 221.92			Current Fees being replaced by requested fees below
OLD NAME	Existing Tanks			\$20 Underground Storage Tank State Surcharge per tank	
OLD NAME	First Tank	\$ 221.92			Current Fees being replaced by requested fees below
OLD NAME	Each Additional Tank	\$ 118.35			Current Fees being replaced by requested fees below
OLD NAME	Abandonment Per Tank	\$ 3.98			Current Fees being replaced by requested fees below
OLD NAME	Plan Checks Per Tank	\$ 147.93			Current Fees being replaced by requested fees below
NEW NAME	Annual Tank Permit Fee	\$	389.49	\$20 Underground Storage Tank State Surcharge per tank	H&SC Chapter 6.11 §25404.5
NEW NAME	Annual Tank Permit Fee (Per tank after 1st)	\$	194.75		H&SC Chapter 6.11 §25404.5
NEW NAME	New Tank Installation - First Tank	\$	1,298.30		H&SC Chapter 6.11 §25404.5
NEW NAME	New Tank Installation - Each Additional Tank	\$	194.75		H&SC Chapter 6.11 §25404.5
NEW NAME	Tank Closure - Plan Review (site)	\$	194.75		H&SC Chapter 6.11 §25404.5
NEW NAME	Tank Closure Inspection - First Tank	\$	259.66		H&SC Chapter 6.11 §25404.5
NEW NAME	Tank Closure Inspection - Each Additional Tank	\$	129.83		H&SC Chapter 6.11 §25404.5
NEW NAME	Temporary Closure Inspection (site)	\$	259.66		H&SC Chapter 6.11 §25404.5
NEW NAME	Major Modification Permit (Major Modification Permit is required for work including, but not limited to, the following: <input type="checkbox"/> Piping replacement and any piping repairs <input type="checkbox"/> Lining repairs/installations/inspections <input type="checkbox"/> Tank shell repairs <input type="checkbox"/> Sump replacements <input type="checkbox"/> Under-dispenser containment replacements)	\$	519.32		H&SC Chapter 6.11 §25404.5
NEW NAME	Minor Modification Permit (Minor Modification Permit is required for work including, but not limited to, the following: <input type="checkbox"/> Replacement of a direct-bury spill container <input type="checkbox"/> Installation of a new monitoring system of console <input type="checkbox"/> Replacement of any monitoring equipment that is not a like-for-like replacement <input type="checkbox"/> Repair/replacement of cathodic protection equipment <input type="checkbox"/> Installation of new overfill prevention system)	\$	259.66		H&SC Chapter 6.11 §25404.5

NEW OR REVISED FEE SUMMARY

DEPARTMENT	DESCRIPTION OF FEE	CURRENT FEE	REQUESTED FEE	OTHER ENTITY FEE (in addition to Requested Fee)	AUTHORITY OR BASIS (such as Code section or actual cost by time study)
	Pay Plan Set Up Fee	\$ 40.00	45.00		RTC 4217(b), RTC 4837.5, GC 54985(a)
	Separate Valuation	\$ 30.00	35.00		RTC 2821, RTC 4151, GC 54985(a)
	Unsecured Delinquent Tax				
	Bulk Transfer Fee	\$ 40.00	45.00		RTC 2922(e) GC 54985(a)
	Cost of Collections- Level 1	\$ 8.00	8.50		RTC 2922(e) GC 54985(a)
	Cost of Collections- Level 2	\$ 23.00	24.00		RTC 2922(e) GC 54985(a)
	Cost of Collections- Level 3	\$ 21.00	25.00		RTC 2922(e) GC 54985(a)
	DMV Hold	\$ 9.00	10.00		RTC 3205, GC 54985(a)
	Duplicate Tax Clearance	\$ 20.00	22.00		RTC 4531(a), RTC 5832(a)
	Miscellaneous Fees				
	Electronic Tax Roll	\$ 36.00	39.00		GC 54985(a)
	Research Fee Per Quarter Hour	\$ 10.00	12.50		GC 54985(a)

POLICY RESOLUTION NO. 2017-01

**A POLICY RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ESTABLISHING ADMINISTRATIVE POLICY 2-202,
*DEPARTMENT RESPONSIBILITY FOR COST RECOVERY***

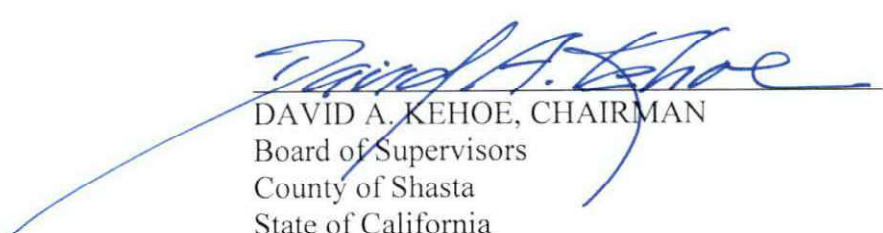
WHEREAS, periodically the Board of Supervisors of the County of Shasta, upon recommendation of staff, establishes the policies and provisions of the Shasta County Administrative Policy Manual to update its provisions, ensure compliance with state and federal laws, and conform its provisions to actual County practice; and

WHEREAS, the Auditor-Controller has recommended establishment of a policy to designate the departments as responsible to recover the full cost of services provided to individuals and agencies outside the County of Shasta organization to the extent allowed by law.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of the County of Shasta hereby establishes Administrative Policy 2-202, *Department Responsibility for Cost Recovery*, attached and incorporated herein.

DULY PASSED AND ADOPTED this 19th day of September, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisors Kehoe, Moty, Rickert, and Morgan.
NOES: None
ABSENT: Supervisor Baugh
ABSTAIN: None
RECUSE: None



DAVID A. KEHOE, 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		Number
ADMINISTRATIVE MANUAL		2-202
SECTION:	Finance and Budget	Department Responsibility for Cost Recovery
INITIAL ISSUE DATE:	September 19, 2017	
LATEST REVISION DATE:	September 19, 2017	
PAGE NO:	Page 1 of 3	

PURPOSE

To establish department responsibility to recover full cost, to the extent allowed by law, for services provided to agencies or individuals outside the County of Shasta organization through fees and to inform the Board of Supervisors of the full cost of new or proposed services and the reason for any difference between full cost and anticipated recovery.

BACKGROUND

The Shasta County Board of Supervisors recognizes that, generally, as a matter of equity whenever possible the cost of county services should be charged to the agencies or individuals that receive a direct benefit and not to all taxpayers. This policy provides guidelines for departments to follow when setting fees for services.

POLICY

A. GENERAL

1. Departments will seek to recover the full cost of all services they provide to agencies or individuals outside the County of Shasta organization.
 - a. In the case of the County providing contract services to cities pursuant to Government Code 51350, unless otherwise provided by law, the County will recover all those costs incurred in providing the services so contracted or authorized. Costs that are attributable to services made available to all portions of the County (where the Board of Supervisors determines by resolution that such services are made available to all portions of the County), shall not be charged to cities as direct or indirect overhead charges. County overhead, as defined in Code of Federal Regulations (CFR) Title 2, Subtitle a, Chapter 2, Part 200 (formerly Federal Budget Circular A-87), will not be charged to cities.
2. When setting fees, funding sources that will require a revenue match from the County General Fund shall be limited to the designated match level mandated as a condition of funding.
3. Approval for initiation or revision of fees and charges must be done in accordance with applicable law and generally requires approval by the Board of Supervisors. Fees whose amounts are fixed by statute with no Board of Supervisors discretion as to amount do not require approval of

COUNTY OF SHASTA		Number
ADMINISTRATIVE		2-202
SECTION:	Finance and Budget	Department Responsibility for Cost Recovery
INITIAL ISSUE DATE:	September 19, 2017	
LATEST REVISION DATE:	September 19, 2017	
PAGE NO:	Page 2 of 3	

the Board of Supervisors. Board of Supervisors approval is not required to reduce fees if reduction of the fee is compelled by State law.

4. Full cost is defined as the sum of direct costs plus departmental overhead costs plus external indirect costs as calculated pursuant to the CFR Title 2, Subtitle a, Chapter 2, Part 200 cost plan (the "A-87 Cost Plan").

B. FEES

Departments shall:

1. Establish all fees or charges, and subsequent changes to fees or charges, by ordinance. Unless otherwise provided by law, there is generally a minimum 30 day waiting period between adoption of a fee or fee increase, and its effective date. The Clerk of the Board shall issue all public notices required by law.
2. Maintain a documented record of all fees or charges established and collected including a brief description of each type of fee, authority for establishing the fee or charge, the data for the amount of the fee or charge, revenue account code, amount of fee or charge, date of last revision and other data as required by the Auditor-Controller.
3. Provide a copy of all fee calculation worksheets and substantiation to the Auditor-Controller.
4. Review all fee schedules annually, or more frequently if warranted, and make recommendations to the Board of Supervisors for changes to recover full cost.

PROCEDURE

1. The department providing the service, after meeting the policy or other review requirements of the CEO and Auditor-Controller, shall complete and submit an Auditor and Controller Rate/Fee Packet including sufficient documentation to support the calculation of all costs to the Auditor-Controller at least three weeks prior to the anticipated Board of Supervisors' meeting date.
2. The Board of Supervisors shall review all proposed fee changes at a properly noticed public meeting and, in those cases where it determines that no fee or a reduced fee is

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		2-202
SECTION:	Finance and Budget	Department Responsibility for Cost Recovery
INITIAL ISSUE DATE:	September 19, 2017	
LATEST REVISION DATE:	September 19, 2017	
PAGE NO:	Page 3 of 3	

appropriate, advise the CEO of the revenue source to be used to offset the loss of fee income.

3. Departments shall pursue the prompt collection of all fee revenues and collect and report revenue within the guidelines established by law and policies set by the Board of Supervisors, and in accordance with the standards and procedures established by the Auditor-Controller. Departments may not waive the collection of fees once fees are set by the Board of Supervisors.
4. At least annually, the Auditor-Controller shall bring a report of proposed new or revised fees to the Board of Supervisors. However if an emergent need arises, a department may take new fees to the Board of Supervisors directly at an earlier interval, provided the Rate/Fee Packet including sufficient supporting documentation to support the calculation of all costs, is provided to the Auditor-Controller at least three weeks prior to the anticipated Board of Supervisors' meeting date.

REFERENCES

Government Code §51350

Government Code §54985 through §54988

Government Code §66016 through §66019

Code of Federal Regulations Title 2, Subtitle a, Chapter 2, Part 200

Government Finance Officers Association Best Practice: Establishing Government Charges and Fees

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Scheduled Hearings - Resource Management-17.

SUBJECT:

General Plan Amendment GPA18-0005, a Resolution amending the Safety Element of the Shasta County General Plan.

DEPARTMENT: Resource Management

Supervisory District No. : All

DEPARTMENT CONTACT: Paul Hellman, Director of Resource Management (530) 225-5789

STAFF REPORT APPROVED BY: Paul Hellman, Director of Resource Management

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

RECOMMENDATION

Take the following actions regarding General Plan Amendment GPA18-0005, which proposes to incorporate the *Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan* (HMP) into the Safety Element of the Shasta County General Plan: (1) Conduct a public hearing; (2) close the public hearing; (3) find that GPA18-0005 is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines sections 15060(c)(2), 15061(b)(3), 15307, and 15308; and (4) adopt a resolution amending the Safety Element of the Shasta County General Plan pursuant to General Plan Amendment GPA18-0005.

SUMMARY

The proposal to incorporate the *Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan* (HMP) into the Safety Element of the Shasta County General Plan is necessary in order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire.

DISCUSSION

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the HMP (see attached instructions for accessing the 438-page HMP online). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California for expenses incurred as a result of the Carr Fire, State law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan.

Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference. Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP.

Pursuant to State law, certain State and local agencies, must be afforded either a 45-day or 90-day review period for proposed safety element amendments. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, staff requested an expedited review by the applicable State and local agencies, all of whom have either provided comments or have indicated in writing that they have no comments (see attached comments). The only substantive comments received were provided by the State Board of Forestry and Fire Protection (BFFP). The BFFP's comments identify the deficiencies in the existing Safety Element with respect to the mandatory fire safety requirements for safety elements under current State general plan law. Since the Shasta County General Plan was most recently updated in 2004, the adopted Safety Element does not comply with all current requirements of State general plan law. The BFFP did not have any comments specifically addressing the HMP.

Pursuant to State law, with the adoption of Shasta County's 2014-2019 Housing Element (anticipated to be adopted on December 11, 2018), the Safety Element as a whole will be required to be updated to comply with current State general plan law. Therefore, the preparation of a comprehensive update of the Safety Element is scheduled for 2019, at which time BFFP's comments will be addressed. However, in the meantime, it is imperative that the proposed amendment to the Safety Element be adopted in order for the County to be eligible for certain reimbursements from the State of California for expenses incurred as a result of the Carr Fire.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

The Planning Commission held a public hearing at a Special Meeting on November 28, 2018, and recommended that the Board of Supervisors (1) find that GPA 18-0005 is exempt from CEQA for the reasons previously stated and (2) approve General Plan Amendment GPA18-0005 (see attached Planning Commission Resolution). The proposed amendment to the Safety Element was made available to the public at least ten days prior to the Board of Supervisors' meeting, and a notice of the public hearing was published in the *Redding Record-Searchlight*.

ALTERNATIVES

The Board may direct staff to modify all or any part of the proposed amendment to the Safety Element.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the proposed amendment to the Safety Element and approved the resolution as to form. The County Administrative Office reviewed this recommendation.

FINANCING

No additional General Fund impact would result from the approval of the proposal.

ATTACHMENTS:

Description	Upload Date	Description
Draft Resolution	11/30/2018	Draft Resolution
Proposed Safety Element Amendment	11/30/2018	Proposed Safety Element Amendment
Reviewing Agency Comments	11/30/2018	Reviewing Agency Comments
Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan	11/30/2018	Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan
Planning Commission Resolution	11/30/2018	Planning Commission Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA THAT (1) FINDS GENERAL PLAN AMENDMENT GPA 18-0005 EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND (2) APPROVES GENERAL PLAN AMENDMENT GPA18-0005 AMENDING THE SAFETY ELEMENT OF THE SHASTA COUNTY GENERAL PLAN TO INCORPORATE BY REFERENCE THE ADOPTED SHASTA COUNTY AND ANDERSON MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the State of California requires all local jurisdictions to adopt a Safety Element and to revise this document as appropriate, as one of seven mandated elements required in the General Plan; and

WHEREAS, on November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP), which was subsequently approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017; and

WHEREAS, in order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, State law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan; and

WHEREAS, General Plan Amendment GPA18-0005 consists of an amendment to the Safety Element of the General Plan to incorporate the HMP by reference; and

WHEREAS, pursuant to State law the following State and local agencies were afforded either a 45-day or 90-day review period and either provided comments or indicated in writing that they have no comments:

1. State of California Department of Conservation, California Geological Survey
2. State of California Board of Forestry and Fire Protection
3. Anderson Fire Protection District
4. Buckeye Fire Protection District
5. Burney Fire Protection District
6. Castella Fire Protection District
7. Cottonwood Fire Protection District
8. Fall River Mills Fire Protection District

9. Happy Valley Fire Protection District
10. McArthur Fire Protection District
11. Millville Fire Protection District
12. Mountain Gate Fire Department
13. City of Redding Fire Department
14. Shasta Fire Protection District
15. Shasta County Fire Department
16. Shasta Lake Fire Protection District; and

WHEREAS, for the following reasons General Plan Amendment GPA18-0005 is exempt from the California Environmental Quality Act (CEQA):

1. Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2).
2. In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3).
3. Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

WHEREAS, the Shasta County Planning Commission held a public hearing at a Special Meeting on November 28, 2018, and recommended that the Board of Supervisors approve General Plan Amendment GPA18-0005.

NOW, THEREFORE BE IT RESOLVED by the Shasta County Board of Supervisors:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Board makes the following findings with regard to General Plan Amendment GPA18-0005:
 - A. General Plan Amendment GPA18-0005 is exempt from CEQA in accordance with CEQA Guidelines sections 15060(c)(2), 15061(b)(3), 15307, and 15308.

- B. Amending the Safety Element to incorporate the adopted Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan is consistent with State policies relating to the Safety Element of a General Plan and is necessary in order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire.

3. The Board of Supervisors of the County of Shasta hereby approves General Plan Amendment GPA18-0005.

DULY PASSED this 11th day of December, 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

5.0 PUBLIC SAFETY GROUP

The Public Safety Group encompasses General Plan elements concerned with aspects of Shasta County's natural and man-made environment which pose potential threats to human life or property.

The individual elements contained in the Public Safety Group are listed below:

- Seismic and Geologic Hazards
- Flood Protection
- Dam Inundation
- Fire Safety and Sheriff Protection
- Noise
- Hazardous Materials

These elements are grouped together because collectively they define basic constraints on land use that will affect community development patterns. They are presented first because an understanding of their limitations is essential to formulating a development pattern which adequately provides for human safety.

It is also important to understand the interrelationships of the three element groups. Elements contained in the Public Safety Group place limits on the use of the County's physical resources in order to reduce the risks of loss or damage to life and property to acceptable levels. Elements contained in the Resources Group describe the opportunities available due to the County's resource base, and then define the limits within which these resources may be used on a long-term, sustainable basis. Elements in the Community Development Group in turn respond to risks posed by natural and man-made hazards and to the opportunities presented by the resource base.

Responding to these risks and opportunities in a responsible manner will ensure that both present and future generations of County residents will be able to enjoy the quality of life which Shasta County now offers.

Section 322 of the federal Disaster Mitigation Act of 2000 (DMA) specifically addresses mitigation planning at the state and local levels. The DMA identifies new requirements that allow Hazard Mitigation Grant Program (HMGP) funds to be used for planning activities, and increases the amount of HMGP funds available to states that have developed a comprehensive, enhanced mitigation plan prior to a disaster. States and communities must have an approved mitigation plan in place prior to receiving post-disaster HMGP funds.

On November 7, 2017, the County of Shasta Board of Supervisors and the City of Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017. The HMP was prepared with input and assistance from County and City residents, responsible officials, consultants, and the California Governor's Office of Emergency Services (Cal OES).

The County of Shasta recognizes the consequences of disasters and the need to reduce the impacts of natural hazards. The emphasis of the HMP is on the assessment and avoidance of identified risks, implementing loss reduction measures for existing exposures, and ensuring critical services and facilities survive a disaster. Hazard mitigation strategies and measures avoid losses by limiting new exposures in identified hazard areas, altering the hazard by eliminating or reducing the frequency of occurrence, and averting the hazard by redirecting the impact by means of a structure or adapt to the hazard by modifying structures or standards.

The current HMP, which was adopted by the County of Shasta Board of Supervisors on November 7, 2017, and approved by FEMA on November 16, 2017, is hereby incorporated by reference into the Public Safety Group of the Shasta County General Plan, and is given retroactive effect to November 7, 2017.

BOARD OF FORESTRY AND FIRE PROTECTION

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



Paul Hellman, Director
Department of Resource Management
County of Shasta
1855 Placer Street
Redding, CA 96001

November 8, 2018

Dear Mr. Hellman,

The State Board of Forestry and Fire Protection (Board) is required to review and provide recommendations to the safety element of county and local government general plans when such plans are being amended. This review is in accordance with Government Code (GC) § 65302.5, which requires the Board to review the fire safety elements when the general plans contains State Responsibility Areas or Very High Fire Hazard Severity Zones.

Enclosed is the final review and recommendations for the Shasta County General Plan Safety Element submitted to the Board for review on October 4, 2018. The Board has prepared this document in cooperation with members of the CAL FIRE Land Use Planning Program.

Thank you for the opportunity to participate in your planning process and we look forward to working with you on these recommendations. We hope this input leads to greater protection and reduced cost and losses from wildfires to Shasta County and adjacent wildlands.

Sincerely,



J. Keith Gilles
Chairman, Board of Forestry and Fire Protection

CC, via email:

Shane Vargas, Captain, CAL FIRE Land Use Planning
Carmel Mitchell, Battalion Chief, CAL FIRE Land Use Planning

Attachment:

Board of Forestry and Fire Protection Safety Element Assessment

General Plan Safety Element Assessment

Board of Forestry and Fire Protection



Table of Contents

Purpose and Background	1
Methodology for Review and Recommendations	2
Safety Element Assessment.....	3
Sample Safety Element Recommendations	6
Fire Hazard Planning in Other Elements of the General Plan	8

Purpose and Background

Upon the next revision of the housing element on or after January 1, 2014, the safety element is required to be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas and land classified as very high fire hazard severity zones. (Gov. Code, § 65302, subd. (g)(3).)

The safety element is required to include:

- Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.
- Any historical data on wildfires available from local agencies or a reference to where the data can be found.
- Information about wildfire hazard areas that may be available from the United States Geological Survey.
- The general location and distribution of existing and planned uses of land in very high fire hazard severity zones (VHFHSZs) and in state responsibility areas (SRAs), including structures, roads, utilities, and essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.
- The local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services. (Gov. Code, § 65302, subd. (g)(3)(A).)

Based on that information, the safety element shall include goals, policies, and objectives that protect the community from the unreasonable risk of wildfire. (Gov. Code, § 65302, subd. (g)(3)(B).) To carry out those goals, policies, and objectives, feasible implementation measures shall be included in the safety element, which include but are not limited to:

- Avoiding or minimizing the wildfire hazards associated with new uses of land.
- Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in the SRA or VHFHSZ.
- Designing adequate infrastructure if a new development is located in the SRA or VHFHSZ, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.
- Working cooperatively with public agencies with responsibility for fire protection. (Gov. Code, § 65302, subd. (g)(3)(C).)

The safety element shall also attach or reference any fire safety plans or other documents adopted by the city or county that fulfill the goals and objectives or contains the information required above. (Gov. Code, § 65302, subd. (g)(3)(D).) This might include Local Hazard Mitigation Plans, Unit Fire Plans, Community Wildfire Protection Plans, or other plans.

There are several reference documents developed by state agencies to assist local jurisdictions in updating their safety elements to include wildfire safety. The Fire Hazard Planning, General Plan Technical Advice Series from the Governor's Office of Planning and Research, referenced in Government Code section 65302, subdivision (g)(3) and available at

1400 Tenth Street
Sacramento, CA 95814
(916) 322-2318

https://www.opr.ca.gov/docs/Final_6.26.15.pdf

provides policy guidance, information resources, and fire hazard planning examples from around California that shall be considered by local jurisdictions when reviewing the safety element of its general plan.

The Board of Forestry and Fire Protection (Board) utilizes this Safety Element Assessment in the Board's

review of safety elements under Government Code section 65302.5. At least 90 days prior to the adoption or amendment of their safety element, counties that contain SRAs and cities or counties that contain VHFHSZs shall submit their safety element to the Board. (Gov. Code, § 65302.5, subd. (b).) The Board shall review the safety element and respond to the city or county with its findings regarding the uses of land and policies in SRAs or VHFHSZs that will protect life, property, and natural resources from unreasonable risks associated with wildfires, and the methods and strategies for wildfire risk reduction and prevention within SRAs or VHFHSZs. (Gov. Code, § 65302.5, subd. (b)(3).)

The CAL FIRE Land Use Planning team provides expert fire protection assistance to local jurisdictions statewide. Fire captains are available to work with cities and counties to revise their safety elements and enhance their strategic fire protection planning.

Methodology for Review and Recommendations

Utilizing staff from the CAL FIRE Land Use Planning team, the Board has established a standardized method to review the safety element of general plans. The methodology includes

- 1) reviewing the safety element for the requirements in Government Code section 65302, subdivision (g)(3)(A),
- 2) examining the safety element for goals, policies, objectives, and implementation measures that mitigate the wildfire risk in the planning area (Gov. Code, § 65302, subd. (g)(3)(B) & (C)), and
- 3) making recommendations for methods and strategies that would reduce the risk of wildfires (Gov. Code, § 65302.5, subd. (b)(3)(B)).

The safety element will be evaluated against the attached Assessment, which contains questions to determine if a safety element meets the fire safety planning requirements outlined in Government Code, section 65302. The reviewer will answer whether or not a submitted safety element addresses the required information, and will recommend changes to the safety element that will reduce the wildfire risk in the planning area. These recommended changes may come from the list of sample goals, policies, objectives, and implementation measures that is included in this document after the Assessment, or may be based on the reviewer's knowledge of the jurisdiction in question and their specific wildfire risk. By answering the questions in the Assessment, the reviewer will determine if the jurisdiction's safety element has adequately addressed and mitigated their wildfire risk. If it hasn't, any specific recommendations from the reviewer will assist the jurisdiction in revising the safety element so that it does.

Once completed, the Assessment should provide clear guidance to a city or county regarding any areas of deficiency in the safety element as well as specific goals, policies, objectives, and implementation measures the Board recommends adopting in order to mitigate or reduce the wildfire threat in the planning area.

General Plan Safety Element Assessment

Jurisdiction: Shasta County	Notes: Final Review	CAL FIRE Unit: SHU	Date Received: 10-2-18
County: Shasta	LUPP Reviewer: Shane Vargas	UNIT CONTACT: Chief Hebrard	Date Reviewed: 10-3-18

Background Information Summary			
Specific background information about fire hazards in each jurisdiction. Indicate whether the safety element includes the specified information. If YES, indicate in the comments where that information can be found; if NO, provide recommendations to the jurisdiction regarding how best to include that information in their revised safety element.			
	Yes	No	Comments/Recommendations
Are Fire Hazard Severity Zones Identified? CAL FIRE or Locally Adopted Maps		X	***Referenced in the LHMP under 4.3.2.3 Risk Assessment where a locally adopted map was used in figure 4.3-2.C. There is no direct information referencing that the correct data set was utilized to create this map. It is recommended that there is a reference to the CAL FIRE FRAP Maps, so that when these maps are updated in the future, you will not have to update the Safety Element again when this occurs.
Is historical data on wildfires or a reference to where the data can be found, and information about wildfire hazard areas that may be available from the United States Geological Survey, included?		X	***You will be able to accomplish this by referencing the Local Hazard Mitigation Plan (LHMP) 4.3.2.2 History of Wildfires
Has the general location and distribution of existing and planned uses of land in very high fire hazard severity zones (VHFHSZs) and in state responsibility areas (SRAs), including structures, roads, utilities, and essential public facilities, been identified?		X	Include a map or description of the location of existing and planned land uses in SRAs and VHFHSZs, particularly habitable structures, roads, utilities, and essential public facilities.
Have local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services, been identified?	X		They are listed in the SE. ***It would be beneficial to reference the LHMP 4-32 Shasta County DPA Agency Map
Are other fire protection plans, such as Community Wildfire Protection Plans, Local Hazard Mitigation Plans, CAL FIRE Unit or Contract County Fire Plans, referenced or incorporated into the Safety Element?		X	1.) Identify or reference a fire plan that is relevant to the geographic scope of the general plan, including the Unit/Contract County Fire Plan, Local Hazard Mitigation Plan, and any applicable Community Wildfire Protection Plans. 2.) Align the goals, policies, objectives, and implementation measures for fire hazard mitigation in the safety element with those in existing fire plans, or make plans to update fire plans to match the safety element. Or

			3.) Align the goals, policies, objectives, and implementation measures for fire hazard mitigation in the safety element with those in existing fire plans, or make plans to update fire plans to match the safety element.
			***The County Local Hazard Mitigation Plan is now referenced.
Any other relevant information regarding fire hazards in SRAs or VHFHSZs?			

Goals, Policies, Objectives, and Feasible Implementation Measures				
A set of goals, policies, and objectives based on the above information to protect the community from unreasonable risk of wildfire and implementation measures to accomplish those stated goals, policies, and objectives.				
Critically examine the submitted safety element and determine if it is adequate to address the jurisdiction's unique fire hazard. Answer YES or NO appropriately for each question below. If the recommendation is irrelevant or unrelated to the jurisdiction's fire hazard, answer N/A. For NO, provide information in the Comments/Recommendations section to help the jurisdiction incorporate that change into their safety element revision. This information may utilize example recommendations from <u>Sample Safety Element Recommendations</u> and <u>Fire Hazard Planning in Other Elements of the General Plan</u> below, may indicate how high of a priority this recommendation is for a jurisdiction, or may include other jurisdiction-specific information or recommendations.				
Avoiding or minimizing the wildfire hazards associated with new uses of land.				
Land Use	Yes	No	N/A	Comments/Recommendations
Does local ordinance require development standards that meet or exceed title 14, CCR, division 1.5, chapter 7, subchapter 2, articles 1-5 (commencing with section 1270) (SRA Fire Safe Regulations) and title 14, CCR, division 1.5, chapter 7, subchapter 3, article 3 (commencing with section 1299.01) (Fire Hazard Reduction Around Buildings and Structures Regulations) for SRAs and/or VHFHSZs?	X			The County received their Ordinance Certification from the CA Board of Forestry and Fire Protection in 2017.
Are there goals and policies to avoid or minimize new residential development in VHFHSZs?	X			
Has fire safe design been incorporated into future development requirements?	X			
Are new essential public facilities located outside high fire risk areas, such as VHFHSZs, when feasible?		X		
Are there plans or actions identified to mitigate existing non-conforming development to contemporary fire safe standards, in terms of road standards and vegetative hazard?		X		Identify existing development that does not meet or exceed the SRA Fire Safe Regulations or certified local ordinances. Develop mitigation measures for existing development that does not meet or exceed the SRA Fire Safe Regulations or certified local ordinances or identify a policy to do so.

Does the plan include policies to evaluate re-development after a large fire?				X		Suggest a new policy in the Safety Element to evaluate re-development after a large fire event.
Fuel Modification						
Is fuel modification around homes and subdivisions required for new development in SRAs or VHFHSZs?				X		
Are fire protection plans required for new development in VHFHSZs?				X		
Does the plan address long term maintenance of fire hazard reduction projects, including community fire breaks and private road and public road clearance?				X		
Access						
Is there adequate access (ingress, egress) to new development in VHFHSZs?	X					
Are minimum standards for evacuation of residential areas in VHFHSZs defined?				X		Identify multi-family housing, group homes, or other community housing in SRAs or VHFHSZs and develop a policy to create evacuation or shelter in place plans.
If areas exist with inadequate access/evacuation routes, are they identified? Are mitigation measures or improvement plans identified?				X		
Are there policies or programs promoting public outreach about defensible space or evacuation routes? Are there specific plans to reach at-risk populations?				X		
Fire Protection						
Does the plan identify future water supply for fire suppression needs?				X		
Does new development have adequate fire protection?				X		
Develop adequate infrastructure if a new development is located in SRAs or VHFHSZs.						
	Yes	No	N/A			Comments/Recommendations
Does the plan identify adequate infrastructure for new development related to:						
Water supply and fire flow?		X				
Location of anticipated water supply?		X				
Maintenance and long-term integrity of water supplies?		X				
Evacuation and emergency vehicle access?	X					This is met under the certification of the County Ordinances to meet or exceed the CAL FIRE SRA Fire Safe Regulations.
Fuel modification and defensible space?		X				
Vegetation clearance maintenance on public and private roads?		X				

Visible home and street addressing and signage?	X			This is met under the certification of the County Ordinances to meet or exceed the CAL FIRE SRA Fire Safe Regulations.
Are community fire breaks identified in the plan? Is there a discussion of how those fire breaks will be maintained?		X		Incorporate any work being done local fire safe councils. Is this identified in CWPP's, Unit Fire Plan, etc. If so, reference those documents.
Working cooperatively with public agencies responsible for fire protection.				
	Yes	No	N/A	Comments/Recommendations
Is there a map or description of existing emergency service facilities and areas lacking service, specifically noting any areas in SRAs or VHFHSZs?		X		Include a map in the Safety Element or provide a reference if it exists in another document.
Does the plan include an assessment and projection of future emergency service needs?		X		
Are goals or standards for emergency services training described?		X		Coordinate with local, state and federal fire protection agencies with respect to fire suppression, rescue, mitigation, training and education.
Does the plan outline inter-agency preparedness coordination and mutual aid multi-agency agreements?		X		Coordinate with local, state and federal fire protection agencies with respect to fire suppression, rescue, mitigation, training and education.

Sample Safety Element Recommendations

These are examples of specific policies, objectives, or implementation measures that may be used to meet the intent of Government Code sections 65302, subdivision (g)(3) and 65302.5, subdivision (b). Safety element reviewers may make recommendations that are not included here.

A. Maps, Plans and Historical Information	
1.	Include or reference CAL FIRE Fire Hazard Severity Zone maps or locally adopted wildfire hazard zones.
2.	Include or reference the location of historical information on wildfires in the planning area.
3.	Include a map or description of the location of existing and planned land uses in SRAs and VHFHSZs, particularly habitable structures, roads, utilities, and essential public facilities.
4.	Identify or reference a fire plan that is relevant to the geographic scope of the general plan, including the Unit/Contract County Fire Plan, Local Hazard Mitigation Plan, and any applicable Community Wildfire Protection Plans.
5.	Align the goals, policies, objectives, and implementation measures for fire hazard mitigation in the safety element with those in existing fire plans, or make plans to update fire plans to match the safety element.
6.	Create a fire plan for the planning area.
B. Land Use	
1.	Develop fire safe development codes to use as standards for fire protection for new development in SRAs or VHFHSZs that meet or exceed the statewide minimums in the SRA Fire Safe Regulations.
2.	Adopt and have certified by the Board of Forestry and Fire Protection local ordinances which meet or exceed the minimum statewide standards in the SRA Fire Safe Regulations.
3.	Identify existing development that do not meet or exceed the SRA Fire Safe Regulations or certified local ordinances.
4.	Develop mitigation measures for existing development that does not meet or exceed the SRA Fire Safe Regulations or certified local ordinances or identify a policy to do so.
C. Fuel Modification	
1.	Develop a policy to communicate vegetation clearance requirements to seasonal, absent, or vacation rental owners.
2.	Identify a policy for the ongoing maintenance of vegetation clearance on public and private roads.
3.	Include fuel breaks in the layout/siting of subdivisions.
4.	Identify a policy for the ongoing maintenance of existing or proposed fuel breaks.
5.	Identify and/or map existing development that does not conform to current state and/or locally adopted fire safety standards for access, water supply and fire flow, signing, and vegetation clearance in SRAs or VHFHSZs.
6.	Identify plans and actions for existing non-conforming development to be improved or mitigated to meet current state and/or locally adopted fire safety standards for access, water supply and fire flow, signing, and vegetation clearance.
D. Access	
1.	Develop a policy that approval of parcel maps and tentative maps in SRAs or VHFHSZs is conditional based on meeting the SRA Fire Safe Regulations and the Fire Hazard Reduction Around Buildings and Structures Regulations, particularly those regarding road standards for ingress, egress, and fire equipment access. (See Gov. Code, § 66474.02.)
2.	Develop a policy that development will be prioritized in areas with an adequate road network and associated infrastructure.
3.	Identify multi-family housing, group homes, or other community housing in SRAs or VHFHSZs and develop a policy to create evacuation or shelter in place plans.

4. Include a policy to develop pre-plans for fire risk areas that address civilian evacuation and to effectively communicate those plans.
5. Identify road networks in SRAs or VHFHSZs that do not meet title 14, CCR, division 1.5, chapter 7, subchapter 2, articles 2 and 3 (commencing with section 1273.00) or certified local ordinance and develop a policy to examine possible mitigations.
E. Fire Protection
1. Develop a policy that development will be prioritized in areas with adequate water supply infrastructure.
2. Plan for the ongoing maintenance and long-term integrity of planned and existing water supply infrastructure.
3. Map existing emergency service facilities and note any areas lacking service, especially in SRAs or VHFHSZs.
4. Project future emergency service needs for the planned land uses.
5. Include information about emergency service trainings or standards and plans to meet or maintain them.
6. Include information about inter-agency preparedness coordination or mutual aid agreements.

Fire Hazard Planning in Other Elements of the General Plan

When updating the General Plan, here are some ways to incorporate fire hazard planning into other elements. Wildfire safety is best accomplished by holistic, strategic fire planning that takes advantage of opportunities to align priorities and implementation measures within and across plans.

Land Use Element
Goals and policies include mitigation of fire hazard for future development or limit development in very high fire hazard severity zones.
Disclose wildland urban-interface hazards, including fire hazard severity zones, and/or other vulnerable areas as determined by CAL FIRE or local fire agency.
Design and locate new development to provide adequate infrastructure for the safe ingress of emergency response vehicles and simultaneously allow citizen egress during emergencies.
Describe or map any Firewise Communities or other fire safe communities as determined by the National Fire Protection Association, Fire Safe Council, or other organization.
Housing Element
Incorporation of current fire safe building codes.
Identify and mitigate substandard fire safe housing and neighborhoods relative to fire hazard severity zones.
Consider diverse occupancies and their effects on wildfire protection (group housing, seasonal populations, transit-dependent, etc).
Open Space and Conservation Elements
Identify critical natural resource values relative to fire hazard severity zones.
Include resource management activities to enhance protection of open space and natural resource values.
Integrate open space into fire safety planning and effectiveness.
Mitigation for unique pest, disease and other forest health issues leading to hazardous situations.
Circulation Element
Provide adequate access to very high fire hazard severity zones.
Develop standards for evacuation of residential areas in very high fire hazard severity zones.
Incorporate a policy that provides for a fuel reduction maintenance program along roadways.



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director

Dale J. Fletcher, CBO
Assistant Director

September 27, 2018

Dr. John Parrish, State Geologist
California Geological Survey
State of California Department of Conservation
801 K Street, MS 12-30
Sacramento, CA 95814

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Dr. Parrish:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 45-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

☒ The undersigned agency has no comments. *JP*

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

California Geological Survey, State of California Department of Conservation

John Parrish
Dr. John Parrish, State Geologist

Dec 1st 2018
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,

Paul A. Hellman

Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Steve Lowe, Fire Chief
Anderson Fire Protection District
1925 Howard Street
Anderson, CA 96007

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Lowe:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 90-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Anderson Fire Protection District



Steve Lowe, Fire Chief

Date

10-3-18

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,



Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Cullen Kreider, Fire Chief
Buckeye Fire Protection District
1345 Lake Boulevard
Redding, CA 96003

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Kreider:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 90-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Buckeye Fire Protection District


Cullen Kreider, Fire Chief

11/17/18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Monty Keady, Fire Chief
Burney Fire Protection District
37072 Main Street
Burney, CA 96013

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Keady:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 90-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

☐ Suite 101
AIR QUALITY MANAGEMENT DISTRICT
(530) 225-5674
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FAX (530) 225-5413


☐ Suite 200
ADMINISTRATION & COMMUNITY EDUCATION
(530) 225-5789
FAX (530) 225-5807

☐ The undersigned agency has no comments.

☒ The undersigned agency has the following comments (attach extra sheets if more space is needed):

see attached

Burney Fire Protection District


Monty Keady, Fire Chief

10/2/18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



BURNLEY FIRE PROTECTION DISTRICT

October 3, 2018

Paul A. Hellman, Director
Shasta County Department of Resource Management
1855 Placer Street
Redding, CA 96001

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Mr. Hellman:

This plan is valid and has no need of updating as it relates to Burney Fire Protection District. However, all plans, no matter how well they are written, can become outdated. Below are some dated references and an identified typo.:

1. [Page 4-4-25] The box lists Burney Fire Protection District under: Wildland fire protection areas are administered by the following districts/agencies:
 - As 100% of our Fire District is SRA, Burney Fire now only assists in response to wildland fires; Burney Fire is not an administrator of wildland protection area.
2. [Page 5-41] The second phase of the Burney fuel break travels south from Highway 299 along Jack Rabbit Flat Road, then east along the Z line road to an unnamed spur road and ends at the R line. It is approximately 2.2 miles long, 200' wide and 53 acres.
 - I believe that this project is complete; also it states that the project will use SRA funds which are no longer being collected.
3. [Page 5-41] Extreme Weather section:
 - A typo with several superimposed words over the top of each other. The actual document may not have this, but the link to the website does.

Sincerely,


Monte B. Keady
Fire Chief



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Dan Padilla, Fire Chief
Castella Fire Protection District
29372 Main Street
Castella, CA 96017

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Padilla:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 90-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Castella Fire Protection District



Dan Padilla, Fire Chief

10/03/2018
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,



Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Bill Morgan, Fire Chief
Cottonwood Fire Protection District
3271 Brush Street
Cottonwood, CA 96022

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Morgan:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

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☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Cottonwood Fire Protection District

Bill Morgan
Bill Morgan, Fire Chief

10-3-18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,

Paul A. Hellman

Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Jason Egy, Fire Chief
Fall River Mills Fire Protection District
43155 State Highway 299 E
Fall River Mills, CA 96028

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Egy:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

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FAX (530) 225-5413

☐ *State 200*
ADMINISTRATION & COMMUNITY EDUCATION
(530) 225-5789
FAX (530) 225-5807

Toll Free Access Within Shasta County 1-800-528-2850

☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Fall River Mills Fire Protection District


Jason Egy, Fire Chief

10/3/2018
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Randy Simmons, Fire Chief
Happy Valley Fire Protection District
17441 Palm Avenue
Anderson, CA 96007

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Simmons:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

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☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Happy Valley Fire Protection District


Randy Simmons, Fire Chief

10-9-18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Thomas Graham, Fire Chief
Millville Fire Protection District
23963 Whitmore Road
Millville, CA 96062

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Graham:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

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☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Millville Fire Protection District


Thomas Graham, Fire Chief

10-3-18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Don Kerns, Fire Chief
Mountain Gate Fire Department
14508 Wonderland Boulevard
Redding, CA 96003

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Kerns:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

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☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Mountain Gate Fire Department



Don Kerns, Fire Chief

10/3/18

Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Mark Todd, Fire Chief
Shasta Fire Protection District
10644 High Street
Shasta, CA 96087

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Todd:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

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FAX: (530) 225-5413

☐ Suite 200
ADMINISTRATION & COMMUNITY EDUCATION
(530) 225-5789
FAX: (530) 225-5807

☐ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Shasta Fire Protection District

 Asst. Chief - SFA

Mark Todd, Fire Chief

10-18-2018
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,



Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Cullen Kreider, Fire Chief
Redding Fire Department
P.O. Box 496071
Redding, CA 96001

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Kreider:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

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☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Redding Fire Department


Cullen Kreider, Fire Chief

10/17/18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,



Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director

Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Mike Hebrard, Unit Chief
Shasta County Fire Department
CAL FIRE, Shasta-Trinity Unit
875 Cypress Avenue
Redding, CA 96001

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Hebrard:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 90-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

□ Suite 101
AIR QUALITY MANAGEMENT DISTRICT
(530) 225-5674
FAX: (530) 225-5237

□ Suite 102
BUILDING DIVISION
(530) 225-5761
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☒ Suite 103
PLANNING DIVISION
(530) 225-5532
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□ Suite 201
ENVIRONMENTAL HEALTH DIVISION
(530) 225-5787
FAX: (530) 225-5413

□ Suite 200
ADMINISTRATION & COMMUNITY EDUCATION
(530) 225-5789
FAX: (530) 225-5807

☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Shasta County Fire Department
CAL FIRE, Shasta-Trinity Unit


Mike Hebrard, Unit Chief

10/4/18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Dennis Beck, Fire Chief
Shasta Lake Fire Protection District
4126 Ashby Court
Shasta Lake City, CA 96019

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Beck:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

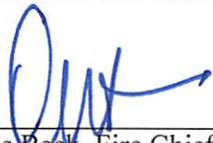
For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 90-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

Shasta Lake Fire Protection District



Dennis Beck, Fire Chief

10/3/18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,


Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Paul A. Hellman
Director
Dale J. Fletcher, CBO
Assistant Director

September 28, 2018

Jeff Oldson, Fire Chief
McArthur Fire Protection District
P.O. Box 670
McArthur, CA 96056

RE: Proposed Amendment to the Safety Element of the Shasta County General Plan

Dear Chief Oldson:

On November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP). This plan was approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017.

In order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, state law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan. Therefore, an amendment to the Safety Element of the General Plan is being proposed to incorporate the HMP into the Safety Element of the General Plan.

No revisions to the adopted HMP are proposed in conjunction with the proposed amendment to the Safety Element. The only amendment to the Safety Element is to amend the text to state that the HMP is incorporated by reference.

For the following reasons, incorporating the HMP into the Safety Element of the Shasta County General Plan is exempt from the California Environmental Quality Act (CEQA): (1) Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2); (2) In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and (3) Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

Attached is the proposed text amendment to the Safety Element as well as the previously adopted HMP. Pursuant to State law, certain State and local agencies, including your agency, must be afforded a 90-day review period for proposed amendments to safety elements. In light of the urgency of the proposed amendment associated with the Carr Fire and the absence of any revisions to the adopted HMP, I hereby request that you provide any comments as quickly as possible or indicate that your agency has no comments.

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☐ Suite 200
ADMINISTRATION & COMMUNITY EDUCATION
(530) 225-5789
FAX: (530)-225-5807

☒ The undersigned agency has no comments.

☐ The undersigned agency has the following comments (attach extra sheets if more space is needed):

McArthur Fire Protection District


Jeff Oldson, Fire Chief

10/11/18
Date

I greatly appreciate your prompt attention to the matter. Should you have any questions, please feel free to contact me directly at (530) 225-5114.

Sincerely,



Paul A. Hellman
Director

Attachments:

1. Proposed Text Amendment to the Safety Element of the Shasta County General Plan
2. Shasta County and City of Anderson Multi-Jurisdictional Hazard Mitigation Plan (adopted November 7, 2017)

To view a pdf file of the *Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan* (438 pages), please click on the following weblink:

https://www.co.shasta.ca.us/docs/libraries/public-works-docs/hmp-documents/shasta-county-hazard-mitigation-plan-november-2017.pdf?sfvrsn=b54ee689_2

If the above weblink does not work, you may go to the County of Shasta website at www.co.shasta.ca.us, then click "County Departments," "Public Works," "News & Events," "Shasta County Hazard Mitigation Plan November 2017."

RESOLUTION NO. 2018-037

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS
APPROVE GENERAL PLAN AMENDMENT GPA18-0005 (COUNTY OF SHASTA)**

WHEREAS, the State of California requires all local jurisdictions to adopt a Safety Element and to revise this document as appropriate, as one of seven mandated elements required in the General Plan; and

WHEREAS, on November 7, 2017, the Shasta County Board of Supervisors and the Anderson City Council adopted the Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan (HMP), which was subsequently approved by the Federal Emergency Management Agency (FEMA) on November 16, 2017; and

WHEREAS, in order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire, State law requires that the HMP be incorporated into the Safety Element of the Shasta County General Plan; and

WHEREAS, GPA18-0005 consists of an amendment to the Safety Element of the General Plan to incorporate the HMP by reference; and

WHEREAS, pursuant to State law the following State and local agencies were afforded either a 45-day or 90-day review period and either provided comments or indicated in writing that they have no comments:

1. State of California Department of Conservation, California Geological Survey
2. State of California Board of Forestry and Fire Protection
3. Anderson Fire Protection District
4. Buckeye Fire Protection District
5. Burney Fire Protection District
6. Castella Fire Protection District
7. Cottonwood Fire Protection District
8. Fall River Mills Fire Protection District
9. Happy Valley Fire Protection District
10. McArthur Fire Protection District

Resolution No. 2018-037

Page 2

11. Millville Fire Protection District
12. Mountain Gate Fire Department
13. Redding Fire Department
14. Shasta Fire Protection District
15. Shasta County Fire Department
16. Shasta Lake Fire Protection District; and

WHEREAS, for the following reasons GPA18-0005 is exempt from the California Environmental Quality Act (CEQA):

1. Since the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2).
2. In light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3).
3. Because the implementation of the HMP will include actions taken by regulatory agencies to maintain and protect natural resources and the environment, the project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15307 and 15308.

NOW, THEREFORE BE IT RESOLVED by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Planning Commission makes the following findings with regard to General Plan Amendment GPA18-0005:
 - A. GPA18-0005 is exempt from CEQA in accordance with CEQA Guidelines sections 15060(c)(2), 15061(b)(3), 15307, and 15308.
 - B. Review of the proposed Safety Element amendment by State and local agencies has been conducted in accordance with State general plan law.
 - C. Amending the Safety Element to incorporate the adopted Shasta County and Anderson Multi-Jurisdictional Hazard Mitigation Plan is consistent with State general plan law and is necessary in order for the County to be eligible for certain reimbursements from the State of California, for expenses incurred as a result of the Carr Fire.

Resolution No. 2018-037

Page 3

3. The Planning Commission recommends that the Shasta County Board of Supervisors take the following actions with regard to GPA18-0005:
- A. Conduct a public hearing.
 - B. Close the public hearing.
 - C. Find GPA18-0005 is exempt from CEQA in accordance with CEQA Guidelines sections 15060(c)(2), 15061(b)(3), 15307, and 15308.
 - D. Adopt a resolution approving GPA18-0005.

DULY PASSED this 28th day of November, 2018, by the following vote:

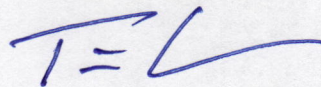
AYES: MACLEAN, CHAPIN, KERNS, WALLNER

NOES:

ABSENT: RAMSEY

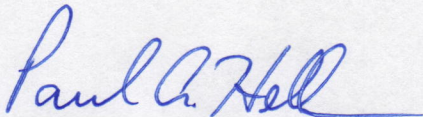
ABSTAIN:

RECUSE:



TIM MACLEAN, Chairman
Planning Commission
County of Shasta, State of California

ATTEST:



PAUL A. HELLMAN, Secretary
Planning Commission
County of Shasta, State of California

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 11, 2018

CATEGORY: Scheduled Hearings - Resource Management-18.

SUBJECT:

General Plan Amendment 13-003, a Resolution to amend the Shasta County General Plan by adopting the updated Housing Element for the 2014-2019 planning cycle.

DEPARTMENT: Resource Management

Supervisory District No. : All

DEPARTMENT CONTACT: Kim Hunter, Planning Division Manager (530) 229-8346

STAFF REPORT APPROVED BY: Paul A. Hellman, Director of Resource Management

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

RECOMMENDATION

Take the following actions regarding General Plan Amendment (GPA) 13-003 which updates the County of Shasta's Housing Element following review and comment by the California Department of Housing and Community Development: (1) Conduct a public hearing; (2) close the public hearing; (3) find that GPA13-003 (2014-2019 Housing Element) is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759 (CEQA does not apply to any proposed action necessary to comply with court order or judgement to bring an agency's general plan or relevant mandatory elements of the plan into compliance with State Law); and (4) adopt a resolution which amends the Housing Element of the Shasta County General Plan pursuant to GPA13-003.

SUMMARY

The proposal to amend the Shasta County General Plan to update the Housing Element for the 2014-2019 planning cycle is necessary for compliance with State housing law.

DISCUSSION

State requirements for Housing Elements are more detailed and exacting than for any other General Plan element. California Government Code sections 65580 through 65589 require that Housing Elements contain, among other provisions:

- An assessment of housing needs and an inventory of resources and constraints relevant to meeting those needs;
- A statement of the community's goals, quantified objectives, and policies relevant to the maintenance, improvement, and development of housing; and
- A program that sets forth a schedule of actions that the local government is undertaking or intends to undertake during the planning period to implement the policies to achieve the goals and objectives of its Housing Element.

Shasta County's most recently adopted Housing Element covers the planning period from 2009-2014. The currently proposed Housing Element update will cover a five-year period from 2014-2019. Once adopted, the final 2014-2019 Housing Element will replace the 2009-2014 Housing Element.

A revised draft version of the 2014-2019 Housing Element update was brought before the Board of Supervisors on September 18, 2018 for consideration. At that time, staff was directed to submit the revised draft Housing 2014-2019 Element to the California Department of Housing and Community Development (HCD) for review. Based on comments received from HCD during the review period, minor changes were made to the document to ensure compliance with State housing element law. On November 9, 2018, HCD issued a letter to the County indicating that with the changes, the proposed final 2014-2019 Housing Element complies with State housing element law. The proposed final proposed version include the following changes:

1. Updated Regional Housing Needs Allocation (RHNA) numbers in Section I, Section IV and throughout the document to better reflect the housing need after the previously unmet need was addressed through rezoning efforts.
2. Revised data as recommended by HCD to reflect their view that units constructed, vacant residential land and projected accessory dwelling units reduce the housing needs for each respective household income level. This results in a slightly reduced amount of 197 units affordable low and very low-income households as the remaining need for the cycle.
3. An adjustment, and language added, to Program H3-J to ensure that the future rezoning to accommodate the unmet need will be in compliance with State housing law.
4. Additional programs H3-K and H3-L to promote lot splitting and to help ensure lot access for projects that would increase the development of units at a density that would be considered affordable at all income levels.
5. Various added notes to provide clarification and consistency with State laws as requested by HCD.
6. Updated Appendix F that reflects public participation.

The proposed final 2014-2019 Housing Element document has been modified in track changes to show the various amendments from the September 18, 2018, draft version that was reviewed by the Board of Supervisors. On November 28, 2018, following a public hearing the Shasta County Planning Commission recommended that the Board approve GPA13-003. (Refer to the attachments for a weblink to the full text of the track changes final proposed 2014-2019 Housing Element.)

Public Participation – Appendix F of the proposed final 2014-2019 Housing Element summarizes and documents all of the County's efforts to reach out to the public to obtain comments. A list of responses to public comments is included in Appendix F.

Environmental Determination – This project is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759, which establish, in relevant part, that CEQA does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment.

In January 2018, LSNC and The Public Interest Law Project jointly filed a lawsuit to compel the County to bring its Housing Element into compliance with State Law and meet the unaccommodated RHNA assigned by HCD. A judgment was rendered by the Shasta County Superior Court for a Stipulation for Judgment in accordance with the terms of a settlement agreement that includes actions that must be completed by the County within a defined timeline. As a result of this judgment, in accordance with Government Code section 65759, CEQA does not apply to GPA13-003. However, the County is required to prepare an initial study to determine the environmental effects of the proposed project. The Planning Division has prepared an initial study in accordance with Government Section 65759, and determined that the project would not have a significant effect on the environment.

The Planning Commission held a public hearing at a Special Meeting on November 28, 2018, and recommended that the Board of Supervisors (1) find that GPA13-003 is exempt from CEQA for the reasons previously stated and (2) approve General Plan Amendment GPA13-003 and adopt the 2014-2019 Housing Element. The proposed final 2014-2019 Housing Element was made available to the public at least ten days prior to the Board of Supervisors' meeting, and a notice of the public hearing was published in the *Redding Record-Searchlight*.

ALTERNATIVES

The Board may direct staff to modify all or any part of the proposed amendment to the Housing Element.

OTHER AGENCY INVOLVEMENT

The preparation of the final proposed 2014-2019 Housing Element was a collaborative effort involving several Shasta County departments along with private and public agencies which have a direct interest in community development and housing programs and the development of affordable and adequate housing for various income households and special needs groups. For a complete list of participants, see Appendix D. This revised draft incorporates comments and guidance from HCD, comments from the public, and the terms of the court-ordered settlement agreement. Staff has also prepared brief responses to comments received by the County on the Draft 2014-2019 Housing Element Update, see Appendix F.

FINANCING

The timely adoption and certification of the proposed final 2014-2019 Housing Element Update will maintain the County's eligibility for a number of housing-related grants. Because the County is behind schedule, it is important to complete the adoption process as soon as possible and before the next round of grant applications for housing-related funding becomes available.

ATTACHMENTS:

Description	Upload Date	Description
Draft Board of Supervisors Resolution	12/3/2018	Draft Board of Supervisors Resolution
Planning Commission Staff Report of November 28, 2018	12/3/2018	Planning Commission Staff Report of November 28, 2018
Planning Commission Resolution 2018-038	12/3/2018	Planning Commission Resolution 2018-038
2014-2019 Housing Element	12/3/2018	2014-2019 Housing Element
Approval Letter from HCD (November 9, 2018)	12/3/2018	Approval Letter from HCD (November 9, 2018)
Initial Study for the 2014-2019 Housing Element	12/3/2018	Initial Study for the 2014-2019 Housing Element

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
THAT (1) FINDS GENERAL PLAN AMENDMENT GPA13-003 NOT SUBJECT TO
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND (2) APPROVES
GENERAL PLAN AMENDMENT GPA13-003 AMENDING THE GENERAL PLAN TO
ADOPT THE UPDATED HOUSING ELEMENT FOR THE
2014-2019 PLANNING CYCLE**

WHEREAS, the State of California requires all local jurisdictions to adopt a Housing Element and to revise this document as appropriate, but not less than every five years as one of seven mandated elements of a jurisdiction's General Plan; and

WHEREAS, the Shasta County General Plan establishes goals and policies that recognize the importance of housing and so the County has prepared the Draft 2014-2019 Shasta County Housing Element Update (Housing Element) in accordance with the requirements of State housing element law (Government Code sections 65580 *et seq.*); and

WHEREAS, the Housing Element has been prepared, consisting of General Plan Amendment GPA13-003, and contains goals, policies, programs, and quantified objectives to meet projected housing needs to comply with California Government Code Sections 66580-65589.8; and

WHEREAS, as part of the State housing law the legislature found, among other findings, that (1) the availability of housing is of vital statewide importance, (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals; and

WHEREAS, the intent of the state's housing law, among others, is to (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal, (2) assure that the County prepares and implements a local Housing Element as part of its General Plan, (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state (Government Code section 65581); and

WHEREAS, on May 11, 2017, the Planning Commission held a noticed public workshop to receive comments on the Housing Element which was submitted to the Department of Housing and Community Development (HCD) for review on May 17, 2017; and

WHEREAS, based on the comments received from HCD on July 18, 2017, the Housing Element was extensively revised and the County initiated amendments to the General Plan Land Use Maps and Zoning Maps deemed necessary to comply with State housing law; and

WHEREAS, in January 2018, Legal Services of Northern California and The Public Interest Law Project jointly filed a lawsuit to compel the County to bring its housing element into compliance with State Law and meet its unaccommodated Regional Housing Needs Allocation (RHNA) assigned by HCD, resulting in a judgment rendered by the Shasta County Superior Court for a Stipulation for Judgment in accordance with the terms of a settlement agreement that includes actions, including the rezoning of land to the default density, that must be completed by the County within a defined timeline; and

WHEREAS, a noticed 30-day review of the Housing Element occurred from July 2, 2018, to July 31, 2018; and

WHEREAS, on July 12, 2018, the Planning Commission held a noticed public workshop on the Housing Element; and

WHEREAS, on July 24, 2018, the Board of Supervisors, held a noticed public workshop to receive an update from Planning Division staff and accept public comment on the Housing Element; and

WHEREAS, on August 9, 2018, the Planning Commission held a duly noticed public hearing to consider formal public comments on the Housing Element and a recommendation to the Board of Supervisors to approve the Housing Element as revised based on the comments and guidance from HCD and continued that public hearing to a Special Meeting on August 23, 2018; and

WHEREAS, the Planning Commission held a public hearing at the continued Special Meeting on August 23, 2018, and recommended a change to GPA13-003 to delete Area 4 of the proposed rezone program and add program H3-J in Section V of the Housing Element to require that the County complete rezoning of properties in the future to meet the RHNA for the current cycle; and

WHEREAS, on September 18, 2018, the Board of Supervisors held a noticed public hearing to consider formal public comments on the revised Draft 2014-2019 Housing Element and directed that the Housing Element be sent to HCD for a 45-day review and comment period pursuant to Government Code section 65754(a); and

WHEREAS, during the review period some revisions were made in the revised Draft 2014-2019 Housing Element based on comments received from HCD; and

WHEREAS, on November 9, 2018, the 45-day review period concluded and HCD provided a letter to the Shasta County Department of Resource Management stating, in part, that with the revisions made during the review period the proposed final 2014-2019 Housing Element meets the statutory requirements of state housing element law; and

WHEREAS, on November 28, 2018, the Planning Commission held a noticed public hearing to consider formal comments of the proposed final 2014-2019 Housing Element and

recommended that the Shasta County Board of Supervisors adopt a resolution approving amendments to the Shasta County General Plan pursuant to GPA13-003; and

WHEREAS, on December 11, 2018, the Board of Supervisors held a noticed public hearing to consider formal public comments on the proposed final 2014-2019 Housing Element; and

WHEREAS, GPA13-003 is not subject to the California Environmental Quality Act (CEQA) pursuant to a judgment rendered by the Shasta County Superior Court for a Stipulation for Judgment on June 29, 2018, which expressly incorporates the provisions of Government Code section 65759, which establish that the California Environmental Quality Act (CEQA) does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment; and

WHEREAS, in accordance with the provisions of Government Code section 65759, the County has prepared an initial study with content that substantially conforms to the required content of an initial study as set forth in subdivision (c) of Section 15080 of Title 14 of the California Code of Regulations which determined that there would be no significant environmental effects that result from implementation of the Housing Element.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors makes the following findings with regard to GPA13-003:

- A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local housing element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the RHNA assigned to the County by the state.
- B. In accordance with Government Code 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is designated a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the State.
- C. GPA13-003 is a necessary action to bring the Shasta County General Plan and the mandatory housing element into compliance with State housing law, the 2009-2014 Shasta County Housing Element, and the Stipulation for Judgment rendered by the Shasta County Superior Court.
- D. GPA13-003 is not subject to the California Environmental Quality Act (CEQA) pursuant to a judgment rendered by the Shasta County Superior Court for a Stipulation for Judgment on June 29, 2018, which expressly incorporates the provisions of Government Code section 65759, which establish that the California

Environmental Quality Act (CEQA) does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment.

- E. In accordance with the provisions of Government Code section 65759, the County has prepared an initial study with content that substantially conforms to the required content of an initial study as set forth in subdivision (c) of Section 15080 of Title 14 of the California Code of Regulations which has determined that implementation of the Housing Element will not have a significant effect on the environment.
- F. The proposed 2014-2019 Housing Element is consistent with Government Code Sections 65580-65589.8; and
- G. The proposed 2014-2019 Housing Element is consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with all other elements and the objectives and policies of the Shasta County General Plan.

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors hereby approves General Plan Amendment GPA13-003 and adopts the 2014-2019 Housing Element.

DULY PASSED AND ADOPTED this 11th day of December, 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 THE SHASTA COUNTY PLANNING COMMISSION

<u>PROJECT IDENTIFICATION:</u>	<u>REGULAR AGENDA</u>	MEETING DATE	AGENDA ITEM #
GENERAL PLAN AMENDMENT 13-003 2014-2019 HOUSING ELEMENT UPDATE		11/28/18	R2

RECOMMENDATION: That the Planning Commission:

1. Conduct a public hearing.
2. Close the public hearing.
3. Adopt Resolution 2018-038 recommending that the Board of Supervisors: a) find GPA13-003 (2014-2019 Housing Element) is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759 (CEQA does not apply to any proposed action necessary to comply with court order or judgement to bring an agency's general plan or relevant mandatory elements of the plan into compliance with State Law); and, b) adopt a resolution approving GPA13-003.

PROJECT SUMMARY: The revised Draft 2014-2019 Housing Element update was brought before the Planning Commission on August 23, 2018 and the Board of Supervisors on September 18, 2018 before being submitted to the California Department of Housing and Community Development (HCD) for review. The proposed final 2014-2019 Housing Element includes changes based on comments from HCD during review. These changes are further explained in the Background and Discussion section.

The proposed final Housing Element updates the current Housing Element found in the Shasta County General Plan. State requirements for Housing Elements are more detailed and exacting than for any other General Plan element. California Government Code sections 65580 through 65589 require that Housing Elements contain, among other provisions:

- An assessment of housing needs and an inventory of resources and constraints relevant to meeting those needs;
- A statement of the community's goals, quantified objectives, and policies relevant to the maintenance, improvement, and development of housing; and
- A program that sets forth a 5-year schedule of actions that the local government is undertaking or intends to undertake to implement the policies to achieve the goals and objectives of its Housing Element.

Shasta County's most recently adopted Housing Element covers the planning period from 2009-2014. The proposed final Housing Element update (5th cycle update) covers a five year period from 2014-2019 and includes: 1) an analysis of both the constraints that may impact housing development as well the resources available to facilitate it, 2) a summary of past accomplishments from the County's 2009-2014 Housing Element, and 3) goals, policies, and implementation programs to achieve the County's share of the regional housing needs for the 2014-2019 planning period.

The California Department of Housing and Community Development (HCD), on November 9, 2018, issued a letter to the County indicating the proposed final 2014-2019 Housing Element complies with State Housing Law and requested that the County adopt it and send it back for final approval. This review consists of a final review of the draft document for recommendation to the Board of Supervisors for adoption.

BACKGROUND AND DISCUSSION: Based on HCD's comments, there have been changes in the proposed

GPA13-003

11/28/18

Page 2 of 3

final 2014-2019 Housing Element Update from the one reviewed by the Commission on August 23, 2018. The changes that have been made include:

- Updated Regional Housing Needs Allocation (RHNA) numbers in Section I, Section IV and throughout the document to better reflect the housing need after the previously unmet need was addressed through rezoning efforts.
- Revised data as recommended by HCD to reflect their view that units constructed, vacant residential land and projected accessory dwelling units reduce the housing needs for each respective household income level. This results in a slightly reduced amount of 197 units affordable low and very low-income households as the remaining need for the cycle.
- An adjustment, and language added, to Program H3-J to ensure that the future rezoning to accommodate the unmet need will be in compliance with State law.
- Additional programs H3-K and H3-L to promote lot splitting and to help ensure lot access for projects that would increase the development of units at a density that would be considered affordable at all income levels.
- Various added notes to provide clarification and consistency with State laws as requested by HCD.

The proposed final 2014-2019 Housing Element document has been modified in track changes to show the various amendments from the September 18, 2018, draft that was reviewed by the Board of Supervisors.

Public Participation – Attachment F of the proposed final 2014-2019 Housing Element summarizes and documents all of the County's efforts to reach out to the public to obtain comments. A list of responses to public comments, such as from LSNC, is included in this attachment.

Environmental Determination – This project is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759, which establish, in relevant part, that CEQA does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment.

In January 2018, Legal Services of Northern California (LSNC) and The Public Interest Law Project jointly filed a lawsuit to compel the County to bring its Housing Element into compliance with State Law and meet the unaccommodated Regional Housing Allocation Need (RHNA) assigned by the Department of Housing and Community Development. A judgement was rendered by the Shasta County Superior Court for a Stipulation for Judgement in accordance with the terms of a settlement agreement that includes actions that must be completed by the County within a defined timeline. As a result of this judgement, in accordance with Government Code section 65759, CEQA does not apply to GPA13-003. However, the County is required to prepare an initial study to determine the environmental effects of the proposed project. The Planning Division has prepared an initial study in accordance with Government Section 65759, and determined that the project would not have a significant effect on the environment.

ALTERNATIVES: The following alternatives are available:

1. Recommend one or more modifications to the 2014-2019 Housing Element.
2. Continue the public hearing to request additional information.

NEXT STEPS: Staff will forward the Planning Commission's recommendation to the Board of Supervisors. The Board will conduct a public hearing and render its decision to adopt the proposed final 2014-2019 Housing Element (GPA13-003). When adopted, the 2014-2019 Housing Element will be forwarded to HCD for certification.

GPA13-003

11/28/18

Page 3 of 3

CONCLUSION: The proposed final 2014-2019 Housing Element was a collaborative effort involving several Shasta County departments along with private and public agencies which have a direct interest in community development and housing programs, and the development of affordable and adequate housing for various income households and special needs groups. For a complete listing of participants, see Appendix D. This Revised Draft incorporates the comments from the public, comments from HCD and the terms of the court-ordered settlement agreement. The timely adoption of an updated Housing Element which meets State requirements will maintain the County's eligibility for a number of State and Federal housing-related grants. Because the County is behind schedule it is important to complete the public review and adoption process as soon as possible and before the next round of grant applications for housing-related funding which will come due in December 2018.

PAUL A. HELLMAN

Director of Resource Management

Staff Authors: Kim Hunter, Planning Division Manager, and David Schlegel, AICP, Associate Planner

Copies: Legal Services of Northern California
 Project File

Attach: 1. Draft Resolution 2018-038
 2. Initial Study Link: <https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/staff-reports/2018/august/august-23-2018-special-mtg/2014-2019-he-initial-study.pdf>
 3. 2014-2019 Housing Element Link:
 https://www.co.shasta.ca.us/index/drm_index/planning_index/plng_general_plan/2014-2019-draft-housing-element
 4. Approval Letter from HCD (November 9, 2018)

RESOLUTION NO. 2018-038

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS
APPROVE GENERAL PLAN AMENDMENT GPA13-003 AS REVISED
(COUNTY OF SHASTA)**

WHEREAS, the State of California requires all local jurisdictions to adopt a Housing Element and to revise this document as appropriate, but not less than, every five years as one of seven mandated elements required in the General Plan; and

WHEREAS, the Shasta County General Plan establishes goals and policies that recognize the importance of housing and so the County has prepared a 2014-2019 Housing Element update in accordance with the requirements of State housing element law (Government Code sections 65580 *et seq.*); and

WHEREAS, the 2014-2019 Housing Element has been prepared, consisting of General Plan Amendment GPA13-003, and contains goals, policies, programs, and quantified objectives to meet projected housing needs to comply with the California Government Code Sections 66580-65589.8; and

WHEREAS, as part of the state housing law the legislature found, among other findings, that: (1) the availability of housing is of vital statewide importance; (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community; and (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals; and

WHEREAS, the intent of the state's housing law, among others, is to: (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal; (2) assure that the County prepares and implements a local Housing Element as part of its General Plan; and (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state (Government Code section 65581); and

WHEREAS, on May 11, 2017, the Planning Commission held a noticed public workshop to receive comments on the initial Draft 2014-2019 Housing Element which was submitted to the California Department of Housing and Community Development (HCD) for review on May 17, 2017; and

WHEREAS, based on the comments received from the California Department of Housing and Community Development on July 18, 2017, the draft 2014-2019 Housing Element was extensively revised and the County initiated amendments to the General Plan and Zoning Plan deemed necessary to comply with State housing law; and

Resolution No. 2018-038

Page 2

WHEREAS, on October 11, 2017, the Planning Commission held a noticed public hearing on proposed amendments to the Zoning Plan Z17-003 required to comply with State housing law and receive public comment and continued that hearing to a later date upon the determination that further amendments were needed; and

WHEREAS, in January 2018, Legal Services of Northern California and The Public Interest Law Project jointly filed a lawsuit to compel the County to bring its Housing Element into compliance with State Law and meet its unaccommodated Regional Housing Allocation Need (RHNA) assigned by HCD, resulting in a judgment rendered by the Shasta County Superior Court for a Stipulation for Judgment in accordance with the terms of a settlement agreement that includes certain actions, including the rezoning of land to the default density, to be completed by the County within a defined timeline; and

WHEREAS, on February 8, 2018, May 10, 2018 and June 14, 2018, the Planning Commission held noticed public workshops on proposed housing element related amendments to the Zoning Plan Amendment Z17-003 and the General Plan Amendment GPA18-001; and

WHEREAS, the public was provided notice of a review period of a revised Draft Housing Element from July 2, 2018 to July 31, 2018; and

WHEREAS, on July 12, 2018, the Planning Commission held a noticed public workshop on the revised Draft 2014-2019 Housing Element; and

WHEREAS, on July 17, 2018, the Board of Supervisors held noticed public hearings on the recommended housing related text amendments and adopted a resolution pursuant to General Plan Amendment GPA18-001 and enacted an ordinance pursuant to Zone Amendment Z17-003; and

WHEREAS, on July 24, 2018, the Board of Supervisors, held a noticed public workshop to receive an update from the Planning Division staff and accept public comment on the revised Draft 2014-2019 Housing Element; and

WHEREAS, on August 9, 2018, the Planning Commission held a noticed public hearing to consider formal public comments on the Housing Element update process and for recommendation to the Board of Supervisors adoption of the revised Draft 2014-2019 Housing Element as revised based on the comments and guidance from HCD and continued that public hearing to a Special Meeting on August 23, 2018; and

WHEREAS, on September 18, 2018, the Board of Supervisors held a noticed public hearing to consider formal public comments on the revised Draft 2014-2019 Housing Element and directed that the Housing Element be sent to HCD for a 45-day review and comment period pursuant to Government Code section 65754(a); and

WHEREAS, during the review period some revisions were made in the revised Draft 2014-2019 Housing Element based on comments received from HCD; and

Resolution No. 2018-038

Page 3

WHEREAS, on November 9, 2018, the 45-day review period concluded and HCD provided a letter to the Shasta County Department of Resource Management stating, in part, that with the revisions made during the review period the proposed final 2014-2019 Housing Element meets the statutory requirements of state housing element law; and

WHEREAS, on November 28, 2018, the Planning Commission held a noticed public hearing to consider formal comments of the proposed 2014-2019 Housing Element with revisions; and

WHEREAS, GPA13-003 is not subject to the California Environmental Quality Act (CEQA) as the result of a judgment rendered by the Shasta County Superior Court for a Stipulation for Judgment on June 29, 2018, which expressly incorporates the provisions of Government section 65759, which establish that the California Environmental Quality Act (CEQA) does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment; and

WHEREAS, in accordance with the provisions of Government Code section 65759, the County has prepared an initial study to determine the environmental effects of the project and, as a result of the initial study, has prepared an environmental assessment with content that substantially conforms to the required content of a draft environmental impact report as set forth in Article 9 (commencing with section 15140) of Title 14 of the California Code of Regulations.

NOW, THEREFORE BE IT RESOLVED by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Planning Commission makes the following findings with regard to General Plan Amendment GPA13-003:
 - A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local Housing Element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state.
 - B. In accordance with Government Code 65583.2(c)(3)(B)(iii) and the United States Census, Shasta County is designated a "suburban jurisdiction" and is assigned a "default density" of twenty residential units per acre by the state.

Resolution No. 2018-038

Page 4

- C. GPA13-003 is a necessary action to bring the County General Plan and the mandatory Housing Element of the Plan into compliance with State housing law, the prior adopted Shasta County Housing Element, and the Stipulated Judgment rendered by Shasta County Superior Court.
 - D. GPA13-003 is not subject to the California Environmental Quality Act (CEQA) as the result of a judgment rendered by the Shasta County Superior Court for a Stipulation for Judgment on June 29, 2018, which expressly incorporates the provisions of Government section 65759, which establish that the California Environmental Quality Act (CEQA) does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment.
 - E. In accordance with the provisions of Government Code section 65759, the County has prepared an initial study to determine the environmental effects of the project and, as a result of the initial study, has prepared an environmental assessment with content that substantially conforms to the required content of a draft environmental impact report as set forth in Article 9 (commencing with section 15140) of Title 14 of the California Code of Regulations.
 - F. The proposed 2014-2019 Housing Element is consistent with Government Code Sections 65580-65589.8; and
 - G. The proposed 2014-2019 Housing Element is consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with all other elements and the objectives and policies of the Shasta County General Plan.
3. The Planning Commission recommends that the Shasta County Board of Supervisors take the following actions with regard to GPA13-003:
- A. Conduct a public hearing.
 - B. Close the public hearing.
 - C. Find GPA13-003 is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code Section 65759, (CEQA does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment).
 - D. Adopt a resolution approving the amendments to the Shasta County General Plan Map pursuant to General Plan Amendment GPA13-003.

Resolution No. 2018-038

Page 5

DULY PASSED this 28th day of November, 2018, by the following vote:

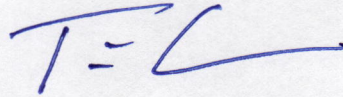
AYES: MACLEAN, CHAPIN, KERNS, WALLNER

NOES:

ABSENT: RAMSEY

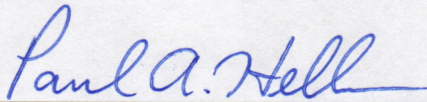
ABSTAIN:

RECUSE:



TIM MACLEAN, Chairman
Planning Commission
County of Shasta, State of California

ATTEST:



PAUL A. HELLMAN, Secretary
Planning Commission
County of Shasta, State of California

2014-2019 Housing Element

To view a pdf file of the final proposed track changes “redline” version of the *Shasta County 2014-2019 Housing Element*, please click on the following weblink:

https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/housing/housing-element-2014-2019-hcd-revisions/section-iv-regional-housing-allocation-11-19-18.pdf?sfvrsn=42a7fa89_2

If the above weblink does not work, you may go to the County of Shasta website at www.co.shasta.ca.us, then click “County Departments,” “Planning,” “Update of General Plan Housing Element,” “2014-2019 Proposed Housing Element.”

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



November 9, 2018

Kim Hunter, Planning Division Manager
Department of Resource Management
County of Shasta
1855 Placer Street
Redding CA 96001

Dear Kim Hunter:

**RE: Review of the County of Shasta's 5th Cycle (2014-2019) Draft Housing Element
and Revisions**

Thank you for submitting the County of Shasta's draft housing element update received for review on September 26, 2018, along with revisions received on November 1, 7, 8, and 9, 2018. Pursuant to Government Code, section 65585, subdivision (b), the Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a conversation on July 14, 2017 with you, Paul Hellman, Resource Management Director, David Schlegel, Staff Planner, and Gary Price of Price Consulting Services. In addition, HCD considered comments from Legal Services of Northern California, Inc., pursuant to Government Code, section 65585, subdivision (c).

The draft element with revisions meets the statutory requirements of state housing element law. The draft element with revisions will comply with state housing element law (Article 10.6 of the Government Code) when it is adopted and submitted to HCD, in accordance with Gov. Code, section 65585, subd. (g).

The element now identifies adequate sites to accommodate the county's regional housing need for lower-income households demonstrated by Program H3-J. This program commits to rezone at least 9.85 acres to R-3, by June 2019, permitting multifamily uses without discretionary action, requiring minimum densities of 20 units per acre to address the identified shortfall of 197 units for lower-income households.

For your information, some general plan element updates are triggered based upon housing element adoption. For example, a jurisdiction must address environmental justice in their general plans, by the adoption of a separate environmental justice element or to integrate environmental justice goals, policies, and objectives into their general plans. This requirement is applicable upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018 (Gov. Code, § 65302, subd. (h).) In addition, the safety and conservation elements of the general plan must include analysis and policies regarding fire and flood hazard management (Gov. Code, § 65302, subdi. (g).) Also, the

Kim Hunter, Planning Division Manager

Page 2

land-use element must address disadvantaged communities (unincorporated island or fringe communities within spheres of influence areas or isolated long established legacy communities). HCD urges the County of Shasta to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/SB244_Technical_Advisory.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, CalTrans Senate Bill (SB) 1 Sustainable Communities grants; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and the upcoming SB 2 Planning grant as well as ongoing SB 2 funding consider housing element compliance and/or annual reporting requirements pursuant to Gov. Code, section 65400. Without a compliant housing element, Shasta County may be ineligible for some funding sources.

HCD appreciates your efforts in preparation of the housing element and looks forward to receiving Shasta County's adopted housing element. Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the county must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate. If you have any questions or need additional technical assistance, please contact Jess Negrete, of our staff, at (916) 263-7437.

Sincerely,



Zachary Olmstead
Deputy Director

2014-2019 Housing Element – CEQA Initial Study

To view a pdf file of the California Environmental Quality Act (CEQA) Initial Study for the *Shasta County 2014-2019 Housing Element*, please click on the following weblink:

https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/staff-reports/2018/august/august-23-2018-special-mtg/2014-2019-he-initial-study.pdf?sfvrsn=7397fb89_2

If the above weblink does not work, you may go to the County of Shasta website at www.co.shasta.ca.us, then click “County Departments,” “Planning,” “Update of the General Plan Housing Element,” “Shasta County 2014-2019 Housing Element Initial Study (General Plan Amendment GPA13-003).”