



SHASTA COUNTY

BOARD OF SUPERVISORS

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

Supervisor Joe Chimenti, 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, January 15, 2019, 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 Jerry Thomas, Anderson Valley Christian Center

Pledge of Allegiance: Supervisor Rickert

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Clinical Program Coordinator, Justina Larson as Shasta County's Employee of the Month for January 2019.

No Additional General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 2 Presentation

Present certificates of recognition to those residents of Shasta County who lent heroic assistance during a tragic vehicle accident in eastern Shasta County in October 2018.

No General Fund Impact

No Vote

R 3 Presentation

Receive a presentation from Shasta Regional Community Foundation Chief Executive Officer Kerry Caranci regarding the Community Disaster Relief Fund.

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 Clerk of the Board

Receive and approve the Chairman's appointments and liaison assignments for the calendar year 2019.

No General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Reappoint Mark Wagner to the Buckeye Fire Protection District Board of Directors for a four-year term to expire December 2022.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Take the following actions regarding the Western Shasta Resource Conservation District Board of Directors: (1) Determine that Elizabeth Betancourt, John P. Moore, Jr., and Dennis Heiman, each has a demonstrated interest in soil and water conservation; (2) reappoint Elizabeth Betancourt and John P. Moore, Jr. for four-year terms to expire November 2022; and (3) reappoint Dennis Heiman retroactive to November 2017 for a three-year term to expire November 2020.

No General Fund Impact

Simple Majority Vote

C 4 Clerk of the Board

Approve the minutes of the meetings held on December 11, 2018 and January 8, 2019 as submitted.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 5 Health and Human Services Agency-Adult Services

Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry in an amount not to exceed \$40,000 per fiscal year to provide psychiatric inpatient services for the period July 1, 2017 through June 30, 2020.

No Additional General Fund Impact

Simple Majority Vote

C 6 Health and Human Services Agency-Business and Support Services

Take the following actions: (1) Authorize the Chairman to sign a retroactive agreement with Mt. Shasta Ambulance Service, Inc. in the amount of \$59,500 to provide Ambulance Strike Team Services during the Carr Fire for the period July 23, 2018 through September 30, 2018; and (2) authorize the County Executive Officer (CEO), or his/her designee, to sign future retroactive agreements for Ambulance Strike Team Services provided during the Carr Fire in an amount not

to exceed \$70,000 each, so long as the agreements are otherwise within the CEO’s signature authority and comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

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

Adopt a salary resolution, effective January 20, 2019, which amends the Shasta County Position Allocation List as follows: (1) Delete 1.0 Full-Time Equivalent (FTE) Staff Nurse I/II and add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II in the Health Services - Mental Health Services Act (MHSA) budget; (2) delete 1.0 FTE Staff Nurse I/II and add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II in the Mental Health budget; and (3) delete 2.0 FTE Typist Clerk I/II and add 2.0 FTE Office Assistant I/II in the Public Health budget.

No Additional General Fund Impact Simple Majority Vote

C 8 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign an agreement with Shasta County Child Abuse Prevention Coordinating Council (SCCAPCC) in an amount of start-up grant funds not to exceed \$50,000, plus 50 percent of SCCAPCC’s authorized expenses to be reimbursed by the California Department of Social Services, to implement and provide Shasta SparkPoint Academies to assist CalFresh participants to become self-sufficient and transition off food assistance for the period date of signing through June 30, 2020.

No Additional General Fund Impact Simple Majority Vote

PUBLIC WORKS

**C 9 Public Works
 Sheriff**

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Jail Recreation Yard & Shower Improvement Project,” Contract No. 610485, and record it within 15 days of actual completion of the work.

No Additional General Fund Impact Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 4 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; (2) approve and authorize the Chairman to sign a letter in support of amending SB 2 "*Building Homes and Jobs Act*" (Adkins); and (3) receive Supervisors’ reports on countywide issues.

No General Fund Impact Simple Majority Vote

RESOURCE MANAGEMENT

R 5 Resource Management

Adopt a resolution of intent to consider amendments to the Shasta County Zoning Plan proposed by staff and recommended by the Planning Commission to regulate wireless internet facilities in the unincorporated area of the County.

No Additional General Fund Impact Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

**R 6 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)):

Names of Case: The Law Office of Aaron Williams, Inc. v. Borges Law Office, et seq.

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:
01/22/2019		No Board of Supervisors Meeting Scheduled	
01/29/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
02/05/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
02/5/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
02/12/2019	9:00 a.m.	No Board of Supervisors Meeting Scheduled	Board Chambers
02/14/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
02/19/2019		No Board of Supervisors Meeting Scheduled	
02/26/2019	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: January 15, 2019

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Shasta County Employee Recognition Program Employee of the Month for January 2019.

DEPARTMENT: Board Matters

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Angela Davis, Director

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

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Clinical Program Coordinator, Justina Larson as Shasta County's Employee of the Month for January 2019.

SUMMARY

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for January 2019.

DISCUSSION

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

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Justina Larson, Clinical Program Coordinator, Health and Human Services Agency (HHS), be recognized as the January 2019 Employee of the Month.

Ms. Larson provided leadership in preparing the clinical response to our 2017 Department of Healthcare Services triennial audit findings. During and after preparing the response, Ms. Larson pulled together as much information as possible regarding the findings and communicated with program staff those findings and how we can best address the improvements needed. Ms.

Larson was a positive presence, providing stellar representation for the clinical component. She ensured that adequate clinical staff were available to the auditors to answer any questions and/or locate various components during the chart review portion of the audit. Ms. Larson carefully researches each new requirement so that she can provide a valid and reliable recommendation on implementing changes needed going forward.

In addition to her regular duties, Ms. Larson has presented information to the Mental Health, Alcohol and Drug Advisory Board to ensure they, and the community, have a better understanding of important components of Shasta County's mental health treatment program.

Ms. Larson is a positive presence, providing stellar representation for Shasta County.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The Employee Recognition Program was developed and operates with significant input from, and involvement by, County departments and employee bargaining units. The Employee of the Month nomination is submitted by the Employee Recognition Committee made up of Angela Davis, Director of Support Services; Captain Pat Kropholler; Ayla Tucker, Administrative Analyst I; Jack Ball, Maintenance Supervisor; Michael Conti, Health and Human Services Program Manager; and Mark Dudley, Correctional Officer-Deputy Sheriff.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
EOM January 2019 Resolution	1/7/2019	EOM January 2019 Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING JUSTINA LARSON, CLINICAL PROGRAM COORDINATOR
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICE AGENCY,
AS JANUARY 2019 EMPLOYEE OF THE MONTH**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Justina Larson, Clinical Program Coordinator of the Shasta County Health and Human Service Agency, is hereby named Shasta County Employee of the Month for January 2019; and

BE IT FURTHER RESOLVED that Ms. Larson provided leadership in preparing the clinical response to our 2017 Department of Healthcare Services triennial audit findings. During and after preparing the response, Ms. Larson pulled together as much information as possible regarding the findings and communicated with program staff those findings and how we can best address the improvements needed. Ms. Larson was a positive presence, providing stellar representation for the clinical component. She ensured that adequate clinical staff were available to the auditors to answer any questions and/or locate various components during the chart review portion of the audit. Ms. Larson carefully researches each new requirement so that she can provide a valid and reliable recommendation on implementing changes needed going forward.

In addition to her regular duties, Ms. Larson has presented information to the Mental Health Alcohol and Drug Advisory Board to ensure they, and the community, have a better understanding of important components of Shasta County's mental health treatment program.

Ms. Larson is a positive presence, providing stellar representation for Shasta County.

DULY PASSED AND ADOPTED this 15th day of January, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

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

XXXXXXXXXXXXXXXXXXXX
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: January 15, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

Chairman's Appointments 2019

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

Receive and approve the Chairman’s appointments and liaison assignments for the calendar year 2019.

SUMMARY

N/A

DISCUSSION

It is an annual process for the Board to approve these appointments and liaison assignments.

ALTERNATIVES

The Board could request changes to the appointments.

OTHER AGENCY INVOLVEMENT

None.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
2019 Chairman's Appointments	1/10/2019	2019 Chairman's Appointments

2019 Chairman's Appointments
Board of Supervisors of Shasta County

County Functional Areas

Administration of Justice:	<u>Chimenti</u>
General Government:	<u>Morgan</u>
Health and Human Services:	<u>Rickert</u>
Land Use:	<u>Baugh</u>
Veterans Affairs:	<u>Moty</u>

Agency on Aging, PSA 2 – Executive Board

Member:	<u>Baugh</u>
Member:	<u>Morgan</u>

Air Pollution Control Board

Member:	<u>Baugh</u>
Member:	<u>Moty</u>
Member:	<u>Rickert</u>
Alternate:	<u>Morgan</u>
Alternate:	<u>Chimenti</u>

Airport Land Use Commission (ALUC)

Member:	<u>Baugh</u>
Member:	<u>Morgan</u>
Alternate:	<u>Chimenti</u>

Community Action Board (CAB)

Member:	<u>Chimenti</u>
Alternate:	<u>Morgan</u>

Community Corrections Partnership (Advisory Board)

Member:	<u>Chimenti</u>
Alternate:	<u>Morgan</u>

CSAC (California State Association of Counties)

Member:	<u>Moty, appointed 10/23/18</u>
Alternate:	<u>Chimenti</u>

CSAC Policy Committees:

Administration of Justice:	<u>Moty</u>
Agriculture, Environment, & Natural Resources:	<u>Rickert</u>
Government Finance and Operations:	<u>Baugh</u>
Health and Human Services:	<u>Chimenti</u>
Housing, Land Use, and Transportation:	<u>Morgan</u>

2019 Chairman's Appointments
Board of Supervisors of Shasta County

Deferred Compensation Advisory Committee

Member: Moty

Emergency Food and Shelter Program (EFSP)

Member: Chimenti

Member: Morgan

Enterprise-Anderson Groundwater Sustainability Agency

(should be same as RAWC, per DPW Director)

Member: Moty

Alternate: Baugh

Fire Department Qualifications Review Commission

Member: Morgan

Fire Safe Council

Member: Baugh

Member: Rickert

Golden State Finance Authority

Member: Baugh, appointed 10/23/18

Alternate: Rickert, appointed 10/23/18

Indian Gaming Local Community Benefit Committee

Member: Rickert

Member: Chimenti

Alternate: Moty

Local Agency Formation Commission (LAFCO)

Member: Baugh

Member: Chimenti

Alternate: Rickert

Mental Health, Alcohol and Drug Advisory Board

Member: Rickert

Alternate: Baugh

Northern Rural Training and Employment Consortium Governing Board (NorTEC)

Member: Baugh

Alternate: Morgan

Northern Sacramento Valley Integrated Regional Water Management Governing Board

Member: Moty

Alternate: Rickert

2019 Chairman's Appointments
Board of Supervisors of Shasta County

RCRC (Rural County Representatives of California)

Member: Baugh, appointed 10/23/18
Alternate: Rickert, appointed 10/23/18

RCRC Environmental Services Joint Powers Authority

Member: Baugh
Alternate: John A. Heath, Supervising Engineer, DPW
Alternate: Pat Minturn, Director of Public Works

Redding Area Bus Authority (RABA)

Member: Chimenti
Alternate: Baugh

Remote Access Network (RAN) Board

Member: Morgan

Sacramento River Forum

Member: Moty
Alternate: Rickert

Shasta County Children and Families Commission (First 5 Shasta)

Member: Morgan

Shasta County Consolidated Oversight Board

Member: Chimenti
Alternate: Baugh

Shasta Regional Transportation Agency (SRTA)

Member: Moty
Member: Rickert
Member: Chimenti
Alternate #1: Morgan
Alternate #2: Baugh

Sierra-Sacramento Valley Emergency Medical System Board

Member: Moty
Alternate: Rickert

Superior California Economic Development District (SCEDD)

Member: Morgan
Alternate: Rickert

Youth Violence Prevention Coordinating Council

Member: Morgan

Chairman's Appointments
Board of Supervisors: By Invitation from Other Agencies

Sierra-Nevada Conservancy

Member (2019-20; 2-year term):

Rickert

Sustainable Forest Action Coalition

Member:

Rickert

Alternate:

Moty

Chairman's Appointments
Board of Supervisors: Non-Supervisor Appointments

Public Law Library Board of Trustees

Member 1 (BOS Chairman or designee): Nannette J. Stomberg

Chairman's Appointments
Shasta County Water Agency

Northern California Water Association Governing Board

Member:	<u>Rickert</u>
Alternate:	<u>Moty</u>

Redding Area Water Council Policy Advisory Committee

(should be same as EAGSA, per DPW Director)

Member:	<u>Moty</u>
Alternate:	<u>Baugh</u>

Chairman's Appointments
Air Pollution Control Board

Sacramento Valley Basinwide Air Pollution Control Council

Member:

Morgan

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Buckeye Fire Protection District Board Reappointment

DEPARTMENT: Clerk of the Board

Supervisory District No. : 1 & 4

DEPARTMENT CONTACT: Kristin Gulling-Smith, 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

Reappoint Mark Wagner to the Buckeye Fire Protection District Board of Directors for a four-year term to expire December 2022.

SUMMARY

Each year, the Board of Supervisors considers making appointments and reappointments to various committees, commissions, and boards where terms of office are expiring.

DISCUSSION

The Buckeye Fire Protection District (District) is an independent special district established in 1967 under the terms of the Fire Protection District Law of 1961 by a vote of the electorate. The District is solely located within the unincorporated area of Shasta County and is governed by a five-member Board of Trustees serving four-year terms. The voters also approved the Board of Supervisors to be the appointing authority for the District Board of Trustees pursuant to Health and Safety Code (HSC) section 13831(b)(1961).

In 1987, the Fire Protection District Law of 1961 was repealed and replaced by the Fire Protection District Law of 1987 (HSC 13800 et seq.). Any fire protection district organized pursuant to the Fire Protection District Law of 1961 which was in existence on January 1, 1988, shall remain in existence as if it had been organized pursuant to the Fire Protection Law of 1987 (HSC 13803). Mark Wagner is a current member of the District Board of Directors whose term expired in December 2018. On November 28, 2018, the Buckeye Fire Protection District Board of Directors voted to request that the Board of Supervisors reappoint Mark Wagner for another four-year term.

Pursuant to HSC section 13841, members of a district board must be residents of the District. The District has confirmed that Mr. Wagner resides in the District.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Buckeye FPD Wagner Memo	11/28/2018	Buckeye FPD Wagner Memo
Buckeye FPD Board Minutes	12/31/2018	Buckeye FPD Board Minutes



SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE
LAWRENCE G. LEES, CEO/CLERK OF THE BOARD
Mary Williams, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001-1680
VOICE - (530) 225-5550
TOLL FREE IN NORTH STATE - (800) 479-8009
FAX - (530) 225-5189

TO: Mark Wagner
FROM: Kristin Gulling-Smith, Administrative Board Clerk
DATE: October 8, 2018

SUBJECT: Reappointment to Buckeye Fire Protection District

Please be advised that, in November, the Board of Supervisors will consider your reappointment to the Buckeye Fire Protection District for a 4-year term to begin in December 2018 and end December 2022.

I would appreciate the return of this memo by **October 31, 2018**, indicating your willingness to continue serving in this capacity. Please check the appropriate response, sign, and date this memo, and return it to the Clerk of the Board.

We appreciate your participation in local government. Should you have any questions, please feel free to contact me at (530) 225-5550. Thank you for your cooperation in this matter.

I desire to be considered for reappointment to the Hearing Board.

I desire to withdraw from consideration of reappointment.



Signature

11/14/18

Date

RECEIVED

NOV 21 2018

CLERK OF THE BOARD

**BUCKEYE FIRE PROTECTION DISTRICT
MINUTES OF BOARD MEETING**

**November 28, 2018
REDDING FIRE DEPARTMENT STATION 6**

CALL TO ORDER:

The meeting was called to order at 5:30 p.m., by Chair Braun.

ROLL CALL:

Members present: Fred Braun, Chair
Michael Smith, Member
Mark Wagner, Member
Nicholas Braun, Member
Angie Wagner, Member

Absent: None

Guests: Tim Wedan, Redding Fire Department Captain
Travis Tygielski, Redding Fire Department Engineer

Motion made to approve the minutes of September 12, 2018; second; passed 5-0.

REPORTS & COMMUNICATIONS:

Fire Chief Kreider gave the following updates for the Fire Department:

- He was officially appointed to Fire Chief on November 6, 2018.
- The Deputy Fire Chief's position is currently open and will close on December 7, 2018.
- Fire season ended on November 26, 2018, which also ends the MTZ agreement, returning the Department to their out-of-fire season response mode to vegetation fires.
- Burn season opened on November 24, 2018, for both the City of Redding and Buckeye Fire Protection District residents. Due to the late opening of burn season, City of Redding residents will be allowed to burn through December 16, 2018. Buckeye Fire Protection District residents may burn through April 30, 2019.
- There are currently four open positions in the Department. Looking to put on a Probationary Firefighter Academy for new Firefighters in 2019.
- New Engine 65 will be in service after radio installation at Valley Industrial Communications; remaining equipment has been mounted.

Deputy Chief Kreider advised he will try to have an update on the special hydrant fund at the next Board meeting in February.

ACTION ITEMS:

Mark Wagner will be up for re-election on December 1, 2018, and will reapply to serve on the Board. Motion by Angie Wagner that Board Member Mark Wagner continues to serve on the Board; second by Nick Braun; motion passed 5-0.

FINANCIAL BUSINESS:

Chair Braun shared the latest update to the fund balances (see attached).

Motion, second and passed 5-0 for approval of Resolution 2018/19-4 to make budget adjustments.

Discussion held regarding the \$5,000 annual payment to RFD. Chief Kreider will bring back costs for personnel and equipment at the meeting in February.

Motion made; second; passed 5-0 for approval of accounts payable/receivable:
Payment to members for per diem.

PUBLIC ADDRESS:

None.

ITEMS FROM THE FLOOR:

None.

ADJOURNMENT:

Next meeting date: February 6, 2019, at 5:30 p.m., at Station 6.

Motion, second and passed to adjourn; adjourned at 5:55 p.m.

Respectfully submitted,



Cullen Kreider
Interim Fire Chief

November 28, 2018

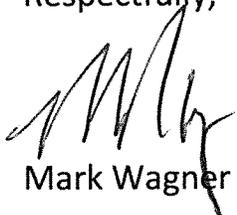
Board of Trustees
Buckeye Fire Protection District
1345 Lake Boulevard
Redding, CA 96003

Board Members,

Please accept this letter as my request to become a member of your Board. I am a current resident of the District, of voting age, and able to commit to the Meeting times and places.

I have served on the Board for the past four years and would like to continue to serve my community.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark Wagner', is written over the printed name.

Mark Wagner
17659 Melwood Lane
Redding, CA. 96003

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

Reappointments to the Western Shasta Resource Conservation District Board of Directors

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions regarding the Western Shasta Resource Conservation District Board of Directors: (1) Determine that Elizabeth Betancourt, John P. Moore, Jr., and Dennis Heiman, each has a demonstrated interest in soil and water conservation; (2) reappoint Elizabeth Betancourt and John P. Moore, Jr. for four-year terms to expire November 2022; and (3) reappoint Dennis Heiman retroactive to November 2017 for a three-year term to expire November 2020.

SUMMARY

Each year, the Board of Supervisors considers making appointments and reappointments to various committees, commissions, and boards where terms of office are expiring.

DISCUSSION

The Western Shasta Resource Conservation District (WSRCD) is a resource conservation district established pursuant to Public Resources Code 9151 et seq. The WSRCD Board of Directors is a seven-member board whose duties are to manage and conduct the business and affairs of the WSRCD.

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

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

Elizabeth Betancourt and John P. Moore, Jr. currently serve on the WSRCD Board of Directors with terms having expired November 2018. Dennis Heiman currently serves on the WSRCD Board of Directors with a term having expired November 2017. At the Western Shasta Resource Conservation District board meeting on October 22, 2018, the board unanimously

recommended that the Board of Supervisors reappoint Mr. Heiman, Ms. Betancourt, and Mr. Moore for another four-year term. A copy of these minutes is attached.

Public Resources Code section 9305 requires that resource conservation district boards of directors be classified into two lots as nearly equal in number as possible, and the terms of the smaller class shall expire in November of the next even-numbered year, while the terms of the other class shall expire in November of the second even-numbered year. The current terms of the WSRC D directors are not classified as such. It is recommended that Dennis Heiman be appointed for a shortened term to align the terms of office with the requirements of the Public Resources Code.

Public Resources Code section 9314(c) states that:

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

Mr. Heiman, Ms. Betancourt, and Mr. Moore have all demonstrated an interest in soil and water conservation based upon their previous standing as members of the WSRC D Board of Directors.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation.

FINANCING

There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
WS RCD Minutes 10-22-18	12/27/2018	WS RCD Minutes 10-22-18



6270 Parallel Road, Anderson, CA 96007-4833 · Phone: (530) 365-7332 · Fax: (530) 365-7271

Western Shasta Resource Conservation District

MINUTES OF THE REGULAR BOARD MEETING

Monday, October 22, 2018, 5:33 p.m. to 7:49 p.m.

6270 Parallel Road, Anderson, CA 96007

Board Members Present: Dennis Heiman (President), Alan Hill (Director), Phil Scheofer (Director), Lois Kaufman (Director), Elizabeth Betancourt (Director), John Moore (Director), and Melissa Markee (Director)

Others Present: Mindy Graves (NRCS), Chester Anderson (District Manager), Dave Wallace (WSRCD Staff), and Sharon Clark (Clerk of the Board).

Dennis Heiman, President, called the meeting to order at 5:33 p.m.

Consent Agenda

- Minutes were not included in the board packet.
- New higher resumes were not included in the board packet.
- Move approval of previous minutes to 9.15 before discussion and approval of 18-19 FY budget.
- **Consent Agenda:** By motion made, seconded (Betancourt/Moore) and unanimously carried, the Board of Directors approved the Consent Agenda with the Financial being moved to item 9.15 and Minutes being tabled until next meeting.

Additions/Changes to Agenda or Minutes:

- Chester requested the following items be added:
 - Board Reappointments for Dennis Heiman, Elizabeth Betancourt, and John Moore.
 - MOU with Colusa, Glenn, Tehama, and Western Shasta Resource Conservation Districts.
 - Discussion on writing grants on overhead.
- Dennis Heiman, John Moore, and Elizabeth Betancourt all expressed interest in continuing on as directors.
- By motion made, seconded (Hill/Scheofer) and unanimously carried, the Board of Directors approved that the three board members whose terms are up be reappointed.
- Elizabeth Betancourt expressed willingness to be appointed Vice President.



- By motion made, seconded (Hill/Scheofer) and unanimously carried, the Board of Directors approved Elizabeth Betancourt be appointed as Vice President.

Public Comment: There was no public comment.

SCF Update: There was not SCF update.

NRCS Report:

- Mindy Graves – Jim Spear Assistant State Conservationist for Field Operations who works out of Red Bluff will no longer be with them after the end of the week. Phil asked if his replacement is known, and Mindy did not. Moving forward with technical assistance and have identified 9 projects so far that they will move forward with funding with. Funding will become available in November, and additional funding in February. From the Sac Valley CARCD meeting EQUIP had \$101 million dollars in funding, \$14 million in forestry and \$25 million for air quality. They want to be proactive in fire recovery and the funding could ramp up in 3-5 years. New hiring cap 356 employees across the state, and are at a low of 208. Area 1 has 23 of 29 seats filled. Jenny from DOC said that there are 4 months left on the grants for the capacity building grants. The watershed coordinator grants will be coming up soon and they will be watershed specific. Phil remarked that Cottonwood Creek needs to be upgraded quite a bit and there was discussion with Cottonwood watershed group but not much came of it. Dennis mentioned that there are still some Arundo issues along the creek. He commented that at the regional meeting there was discussion about collaboration and several of the RCD's expressed concerns about a formal joint power agreement for various reasons. They were reasonably comfortable with some kind of MOU to start with. Phil remarked that they have been working on this for about 30 years.

CARCD Report: There was not CARCD update.

Old Business

- **CARCD Conference , Redding 2019** – Chester has talked with Karen and Kristen and they have been in contact with the hotel at Turtle Bay and they are receptive to have the conference up there at a good rate. They still need to let the WSRCD know how much work will be on them and how much they will take on. Phil remarked that conferences up in Tahoe did not have much local help and CARCD put on the conference. Lois asked how many people this would draw, and Phil responded with around 300-500. Elizabeth expressed concern about staff time. Chester mentioned that there could be about \$65,000 in outreach in the Carr Fire Grant that could have a portion used for the conference if we were to showcase the project as a tour. Lois asked what time of year the conference takes place; Phil responded that it is in November. Dennis remarked that this goes along with the agenda item of public relations and outreach. Alan remarked that that if it's part of the project it's a good place to use the time and



resources. He is impressed with PR and presentations that have been made since the fire has been over. Phil mentioned that in the paper the WSRCD was a recipient of SMART Center funds. Chester said that we are currently conducting interviews. There is a conference call of the executive board and they could funnel questions about the CARCD Conference through Phil. Elizabeth and John asked if they could estimate how much time they expect of the WSRCD staff. Chester will ask Kristen that question. Phil remarked that there was a conference in Redding before and nobody from WSRCD staff or directors showed up expect for him.

New Business

- **Additions to Financial Policies and Procedures** – Dave reviewed the updates to the WSRCD Policies and Procedures with the Board Members. He remarked that he is going to ask for a month extension on the BOR's request for an update on the progress of the corrective action plan from the audit because the board is still discussing the matter. The board needs to come back with some plan for additional revenue or decline to go with additional revenue. He reviewed the highlights of the updates to the policies and procedures including having a prescribed checklist for each month to close out the books, the finance committee upon request can ask for any documentation, including repercussions of termination if the district does what it did last time with regards to the use of funds, the district manager will provide at least annually a report of training, guidelines regarding federal grants, and training on grant management. Remarked that these updates will provide an incentive for change. Phil asked where the policies originated from, and Dave responded that some of them came from Shasta Regional who also had to increase their policies regarding funding. Elizabeth asked if we have the capability to provide the detail on allocating photocopies and expenses as is described in the budget. Sharon responded with yes, and it is currently being done with our monthly closeouts and journal entries. Elizabeth also remarked that there was a discussion in a financial committee meeting about having invoices being part of the consent agenda. She also asked if the WSRCD staff and board members feel that with the policy updates and controls are adequate to make sure that what happened last year does not happen again. Dave remarked that the checklist could be where its added that the board review invoices if they wish to at the finance committee meeting, as many steps as the board wants can be added to the checklist. Dave reiterated that when someone is checking, the jobs are better. Chester remarked on creating separate accounts for deferred revenue.

By motion made, seconded (Hill/Betancourt) and unanimously carried, the Board of Directors approved the updates to the WSRCD Policies and Procedures, subject to the correction of grammatical errors and including reference according to the HR policy regarding time card submissions.

- **Update on 18-19 Budget**– Dave presented the budget of revenue for only the Carr Fire project but is working on one that will reflect all projects for next meeting. The indirect rate is still kept down to



fifteen percent. Unless someone assigns a task for under indirect there will be minimal hours for staff on indirect time. Alan asked what allowable indirect charges would be and Dave remarked that rent and insurance and things like that are what are allowable. Elizabeth remarked that this is a policy that the finance committee discussed and supports asked Dave to talk a bit about how our indirect rate is calculated and billed to potential contracts. Dave discussed what the indirect cost pool and rate is and it applies to every grant regardless if they pay the rate or not. The state seems to keep their rates around 12-15% regardless of what the actual rate is. The WSRCD cannot keep having split rates at 15% for state and a different rate for federal. The rate needs to be the same across the board. Elizabeth remarked that the indirect rates we are currently negotiating for past years are from actual costs and could be higher than 15% and we can collect past differences on grants that are still open. Dave remarked that we have been assigned a reviewer for our indirect cost rate proposals.

- **Adopt Carr Fire Budget and SOW** – Dave discussed the Carr Fire Budget and the rates that will be charged and the notes regarding billing rates. Mentioned that there is not any room on a budget like this to go over budget. Alan asked if under the terms of the agreement if it is a lump sum contract, Chester responded with no that we charge our daily rates and hourly personnel rates and if we go over budget it is on the WSRCD's dime. Alan remarked that the only way to track this size of a budget is hour by hour and dollar by dollar. Discussion was made on how long it will actually take to complete the project and what it will cost and are the budgeted cost sufficient. Chester went over the organizational chart of personnel and responsibilities. He remarked that he hopes the project will be complete within two years. John asked if Sarah is the only person monitoring and Chester responded with no, she is the official monitoring lead and there will be other staff monitoring as well. Elizabeth asked that it be noted in the meeting minutes that she is abstaining from the decision on this item. She has also heard that the funding is large and people do not know how the funding is going to all be spent. Phil remarked that there is a lot of work that needs to be done before the heavy rains come. Discussion was made on runoff and potential ph change of the river and creeks. Discussion was made on the size of the project area and the amount of work that needs to be done on the selected parcels. Discussion was made on work that can be and is being done currently before work can be done on the ground.

By motion made, seconded (Hill/Betancourt) and carried with Elizabeth Betancourt abstaining, the Board of Directors approved the Carr Fire Budget and gives the District Manager the ability to modify the budget as the funds increase or decrease.

- **Public Relations & Outreach** – Chester presented the flyer and temporary entry permit that will be sent out to land owners whose parcels have been identified for the Carr Fire Project. Phil asked how the WSRCD is getting addresses and Chester responded that we have a database with them. Melissa and Elizabeth asked that a contact us or read the included letter be included on the flyer. Discussion was made on if letters are not returned what the next steps will be in contacting land owners. Discussion was made on what and who is the WSRCD, how do we utilize this project for outreach, what are and



how the WSRCD handle rumors does. Elizabeth remarked on what other people have come to her asking about the issues the WSRCD is having and the County forbade the county from working with the WSRCD. She remarked that the WSRCD should be controlling their own message and presented a draft newsletter article to be run in a WSRCD emailed news update and/or a letter to the editor in a newspaper. Dave volunteered to go with a board member down to the county to discuss this issue. Dennis remarked that the financial issues that are facing the WSRCD have been going on for a long time and it's not just the issue with the BOR that could be the only factor, and there have been 4 District Managers and a lot of staff turnover. Elizabeth remarked that her letter is a short term proposal to address the issue and could add board member contacts on the letter as well. She also mentioned that as an article in the emailed newsletter it needs to not be the only article but be accompanied by others such as ones referencing the press releases regarding the Carr Fire and new staff biographies. Lois mentioned that it could be an opinion piece in a newspaper, and Alan remarked about them editing out part of the message and misconstruing what the board wants to get across. Dave remarked on testimonials from land owners. Discussion was made on the current status of the website and making sure it is up to date. Lois remarked that the contact on the letter be a WSRCD email that is then passed off to the board of directors. Dave remarked that there should be presentations be made at the board of supervisors and the city regarding current WSRCD activity. Melissa asked that an automatic response be created for inquires directed to the board. John volunteered to check the email inbox that is directed to the board members.

By motion made, seconded (Moore/Markee) and unanimously carried, the Board of Directors approved the letter to be sent out in an emailed newsletter.

Karen from CARCD called in and briefly discussed potential involvement from the WSRCD for the annual conference next year. She remarked that they will likely need assistance from staff for local scouting and setting up tours and other potential local outreach. She also mentioned having Tehama RCD being involved in the planning. Chester remarked that the WSRCD could facilitate one tour and potentially having Tehama also doing one. Karen remarked that the attendance for the conference will likely be around 200. They need a decision within the next month or two.

- **MOU** – Chester presented an MOU with Colusa, Glenn, Tehama, and Western Shasta Resource Conservation Districts.

By motion made, seconded (Moore/Bettancourt) and unanimously carried, the Board of Directors approved the board president to sign the MOU.

Chester presented a forestry grant that is due in two months. There would be a need to hire a project coordinator to collect the information for Chester to put into the application. Chester remarked that if the WSRCD does not apply for grants then we are out of work in two years. Elizabeth asked if there is someone



that could be called to ask the questions on if we could recoup the application costs and what the indirect rate is. Chester mentioned that we could get one answer now but it could change later down the road. Elizabeth asked about another person writing the grant for free and being included in the grant and asked Chester to look into it.

- **Agenda Item(s) for Next Meeting:** November 26, 2018 next Meeting

Adjourn: By motion made, seconded (Hill/Scheofer) and unanimously carried, the regular meeting was adjourned at 07:37 p.m. and went into a closed session.

Closed session adjourned at 7:51 p.m. and was held to discuss staff and there was no action to report.

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Consent - General Government-4.

SUBJECT:

Draft 12/11/18 and 01/08/19 minutes.

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve the minutes of the meetings held on December 11, 2018 and January 8, 2019 as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description	Upload Date	Description
Draft 12/11/18 Minutes	1/11/2019	Draft 12/11/18 Minutes

December 11, 2018

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, December 11, 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 - Kristin Gulling-Smith

INVOCATION

Invocation was given by Pastor Jim Howe, First Presbyterian Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION: BILL OF RIGHTS DAY
DECEMBER 15, 2018

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December 11, 2018

At the recommendation of Supervisor Kehoe, and by motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation designating December 15, 2018 as “Bill of Rights Day” in Shasta County. Lavenia J. Koot, Vice-Regent of the Major Pierson B. Reading Chapter of the National Society Daughters of the American Revolution, was present to accept the proclamation.

PRESENTATIONS

PRESENTATION: CALIFORNIA STATE ASSOCIATION OF COUNTIES INSTITUTE

Bill Chiat, Dean of the California State Association of Counties Institute, gave a brief presentation and presented awards to County employees Ruby Fiero, Shelley Forbes, Kari Hallstrom, Steve Taylor, and Wesley Tucker for completing the CSAC Institute.

PRESENTATION: CSAC CHALLENGE AWARD FOR SHASTA COUNTY’S COLLABORATIVE STEP-UP PROGRAM

Manuel Rivas, Deputy Executive Director of Operations and Member Services for CSAC, was present to give a brief presentation for the Challenge Award for Shasta County’s collaborative Shasta Technical Education Program-Unified Partnership (STEP-UP) Program. Chief Probation Officer Tracie Neal acknowledged her team and their collaboration with Shasta College. Dr. Joe Weiss and Eva Jimenez of Shasta College spoke regarding the STEP-UP program and gave a brief presentation.

PRESENTATION: CSAC CIRCLE OF SERVICE AWARD FOR CEO LARRY LEES

Manuel Rivas, Deputy Executive Director of Operations and Member Services for CSAC was present to give a brief presentation and 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.

PUBLIC COMMENT PERIOD - OPEN TIME

Russell Wade spoke regarding environmental issues in Shasta County.

Janet Tyrrell acknowledged Supervisor Kehoe for his hard work throughout his years of service as Supervisor of District One.

December 11, 2018

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CONSENT CALENDAR

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

Took the following actions regarding amendments to the Shasta County Administrative Manual: Adopted a Policy Resolution No. 2018-05 effective January 1, 2019, which repeals Resolution No. 2018-014, and amends Administrative Policy 6-101, *Shasta County Contract Manual*, and adopted Policy Resolution No. 2018-06, effective January 1, 2019, which amends Administrative Policy 8-101, *Role and Authority of Facilities Management Division of Public Works*. (Administrative Office)

(See Policy Resolution Book)

Received the Shasta County Child Abuse Prevention Coordinating Counsel Children's Trust Fund (CTF) Annual Report for 2017-18 and approved the proposed CTF programs for 2018-19. (Administrative Office)

Approved and authorized 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. (Administrative Office)

Approved and authorized the Chairman to sign a Notice of Intent to Preserve an Interest for the Redding Library and the Historic Anderson Jail. (Administrative Office)

Took the following actions regarding the Burney Cemetery District Board of Trustees: Reappointed Marie Beck and Roy Ronald Plumhof retroactive to March 2018 to serve four-year terms expiring March 2022, and reappointed George Matthews retroactive to March 2018 to serve a two-year term expiring March 2020. (Clerk of the Board)

Approved the minutes of the meeting held on December 4, 2018, as submitted. (Clerk of the Board)

Declared elected those persons and results of measures based on the certified results of the November 6, 2018 General Election. (County Clerk/Elections)

Approved and authorized 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 one-year renewals. (Support Services-Personnel)

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December 11, 2018

Adopted Resolution No. 2018-124 which amends the Shasta County Personnel Rules, Chapter 5, *Classification Plan*. (Support Services-Personnel)

(See Resolution Book No. 61)

Approved and authorized 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. (Health and Human Services Agency – Adult Services)

Took the following actions for the Shasta County Mental Health, Alcohol and Drug Advisory Board: Reappointed Samuel Major for a three-year term to expire December 31, 2021 and reappointed Elizabeth Jarrett and Cindy Greene for three-year terms to expire December 31, 2021. (Health and Human Services Agency – Public Health)

Took the following actions: Approved and authorized 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; approved and authorized the Health and Human Services Agency (HHSA) 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*; approved and authorized the Chairman and the HHSA Public Health and Business 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 documents on behalf of HHSA, and log into the GEMS for all matter relating to the OTS grant, including but not limited to, completing and submitting Quarterly Performance Reports and reimbursement claims; and approved and authorized 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 to the OTS grant, including but not limited to, completing and submitting Quarterly Performance Reports and reimbursement claims. (Health and Human Services Agency – Public Health)

Took the following actions: Approved and authorized the Chairman to sign 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 the evergreen Business Associate Agreement attached to the MOU effective January 1, 2019; approved and authorized 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 and do not add compensation, so long as they otherwise comply with Administrative

December 11, 2018

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Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency – Public Health)

Appointed Judith Menoher (general member) to the Public Health Advisory Board for a term to March 31, 2021. (Health and Human Services Agency – Public Health)

Adopted Resolution No. 2018-125 which approved and authorized the Chairman to sign a Community Action Agency Community Services Block Grant (CSBG) agreement, No. 19F-4044, with the Department of California 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; certified the County’s intent to use CSBG funds in compliance with applicable regulations; approved and authorized the Director of Housing and Community Action Programs, or his or her designee, to sign and submit all required CSBG forms, certifications, and reports. (Housing and Community Action Programs)
(Resolution Book No. 61)

Approved and authorized 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. (Sheriff)

Adopted Resolution No. 2018-126 which recognizes that the circumstances and factors that led to the July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the “Carr Fire” have not been resolved and that there is a need for continuation of the local emergency proclamation. (Sheriff)
(Resolution Book No. 61)

Adopted Resolution No. 2018-127 which recognizes that the circumstanced 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 a continuation of the local emergency proclamation. (Sheriff)
(Resolution Book No. 61)

Took the following actions regarding Parcel Map No. 17-006 (Igo Area): Approved and authorized 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 accepted securities for a faithful performance in the amount of \$3,000 and labor materials in the amount of \$1,500. (Public Works)

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December 11, 2018

Approved and authorized 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.

Took the following actions: Received 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 adopted the findings in the Five-Year written report. (Resource Management)

9:48 a.m. The Shasta County Board of Supervisors recessed and reconvened as the Shasta County Housing Authority.

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

SHASTA COUNTY HOUSING AUTHORITY

HOUSING AUTHORITY RESOLUTION 2018-02
HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

Shah’ada Shaban from Legal Services of Northern California spoke regarding the revised Housing Choice Voucher Program Administrative Plan and the Shasta County Housing Authority and its compliance with Housing and Urban Development (HUD) regulations and the impact it will have on low income housing in the County.

CEO Larry Lees advised the Board the item will be pulled and brought back at a future meeting so that staff may thoroughly review the material provided by Legal Services of Northern California.

9:53 a.m. The Shasta County Housing Authority adjourned and reconvened as the Shasta County Board of Supervisors.

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS

Supervisor Baugh and members of the Board acknowledged Supervisor Kehoe for his years of dedication.

December 11, 2018

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Mike Warren, Mike Pohlmeier, and Kent Dag spoke in tribute to Mr. Kehoe.

CEO Larry Lees presented an update on the State of California's Cash Report as it relates to Shasta County. He also acknowledged a letter and certificate received from Governor Brown appointing Supervisor Moty to a multi-state commission regarding low-level radioactive waste.

Supervisor Rickert recently attended a Rural County Representatives of California meeting.

Supervisor Moty recently attended a Sacramento River Forum meeting.

Supervisors reported on issues of countywide interest.

REAPPOINTMENT OF COUNTY COUNSEL RUBIN E. CRUSE, JR.
RESOLUTION NO. 2018-128

CEO Lees recommended that the Board reappoint Mr. Cruse as County Counsel.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-128 pursuant to Government Code section 27640 and section 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.

SHASTA ECONOMIC DEVELOPMENT CORPORATION
FLIGHTS FROM REDDING TO LOS ANGELES

Tony Giovaniello, President of the Shasta Economic Development Corporation, presented a request for Shasta County's participation in a Revenue Guarantee for United Airlines to commence service from Redding to Los Angeles.

In response to questions by Supervisor Moty, Mr. Giovaniello explained how the County's investment would work, the risks involved, and how previous projects of this nature were successful.

In response to questions by Supervisor Kehoe, Mr. Giovaniello explained the performance levels required by United Airlines in relation to flight revenue. He discussed the reimbursement obligation for the County. The County funds deposited for this investment would not accrue interest. If the route is successful, the County would benefit via the economic opportunity that the flights would provide. If the route were to be unsuccessful, the partners of

the project would receive return payment from the balance remaining after whatever funds were drawn down by United Airlines on a pro-rata basis.

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December 11, 2018

In response to questions by Supervisor Kehoe, CEO Lees advised that the funds for this project would come out of the general reserve and the County has adequate funds for this project.

Counsel Cruse recommended a written agreement outlining the terms for reimbursement, if any.

In response to questions by Supervisor Morgan, Mr. Giovaniello explained the reasons for choosing United Airlines as a carrier for this project.

In response to questions by Supervisor Rickert, Mr. Giovaniello discussed the discontinued service out of Redding and the impacts the new service would have on the existing San Francisco/Redding service.

In response to questions to Supervisor Moty, Mr. Giovaniello explained where the profit/loss margin may be. He will inquire as to the reasons why the funds aren't going be placed in an interest-bearing account.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors approved a contribution in the amount of \$50,000 to the Revenue Guarantee for United Airlines to commence service from Redding to Los Angeles and directed staff to prepare a written agreement.

HEALTH AND HUMAN SERVICES

AGREEMENT WITH EMPIRE RECOVERY CENTER

Supervisor Kehoe recused himself from this item due his membership on the the Board of Directors for the Empire Recovery Center. Supervisory Kehoe left the room.

Dean True, Health and Human Services Agency – Adult Services Branch Director, made a brief presentation regarding the proposed sobering center.

In response to questions by Supervisor Rickert, Mr. True explained that there would be two to three beds available at the sobering center and the facility is primarily available to alcohol intoxicated individuals.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors approved and authorized 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. (Health and Human Services Agency – Adult Services)

Supervisor Kehoe returned to the room.

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LAW AND JUSTICE

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

11:30 a.m. The Board of Supervisors reconvened.

JAIL BED PROJECT UPDATE SHERIFF'S OFFICE

Captain Dave Kent gave a presentation regarding the jail bed project.

In response to questions from Supervisor Rickert, Captain Kent advised that the project is on schedule and the projected finish date is early January/February 2019.

In response to questions from Supervisor Kehoe, Captain Kent discussed the possibility of more beds once the new courthouse is built.

PRESENTATION: COMMUNITY FORUM REGARDING FEDERAL IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) ACCESS SHERIFF'S OFFICE

Undersheriff Eric Magrini of the Shasta County Sheriff's Office conducted a community forum pursuant to Government Code section 7283.1(d), to provide information to the public, and 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.

Undersheriff Magrini stated that in 2017 the Sheriff's Office had 43 requests for ICE holds. Zero holds were made. All 43 persons were provided with a Truth Act form and were notified of their hold requests.

The community forum was opened.

No one spoke regarding the matter and the community forum was closed.

PUBLIC WORKS

Supervisor Baugh requested that the item regarding County Service Area No. 23 – Crag View Water repealing a water shortage emergency and water conservation program be moved to follow the scheduled hearing item for Public Works for County Service Area No. 25 – Crag View setting forth charges, rates and fees for water and related services.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors agreed move the items as stated above.

RESOLUTION OF APPLICATION TO LAFCO
DISSOLUTION PROCEEDINGS FOR CSA NO 25-KESWICK WATER
COUNTY SERVICE AREA NO. 25 – KESWICK WATER

Public Works Director Pat Minturn gave a brief presentation regarding the history of County Service Area No. 25 – Keswick Water and the reason for the dissolution of the district.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors, on behalf of County Service Area No. 25-Keswick Water, adopted a Resolution of Application which requests the Shasta Local Agency Formation Commission (LAFCO) initiate proceedings for dissolution.

CARR FIRE UPDATE

Public Works Director and Disaster Recovery Director Pat Minturn provided an update on the Carr Fire. Resource Management Director Paul Hellman and Director of Housing and Community Action Programs Laura Burch also provided updates.

RESOURCE MANAGEMENT

RESOURCE MANAGEMENT PROJECTS UPDATE

Resource Management Director Paul Hellman provided an update regarding various projects within the Department of Resource Management. He provided an overview of projects from 2018 and gave an update of upcoming projects for 2019.

In response to questions by Supervisor Morgan, Mr. Hellman stated that there will be language regarding tenant rights and recourse for short-term rentals for the Carr/Delta fires once an ordinance is finalized.

SCHEDULED HEARINGS

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PUBLIC WORKS

This was the time set to conduct a public hearing to consider increasing the bi-monthly water rates. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

Chairman Baugh advised that correspondence related to hearings had been received and entered into the record.

ORDINANCE NO. 746

SETTING COUNTY FEES FOR COUNTY SERVICE AREA NO. 23-CRAG VIEW

Pat Minturn, Public Works Director, presented the staff report and recommended approval. He advised a Notice of Public Hearing was mailed to all the property owners within CSA No. 23 Crag View.

The public hearing was opened.

Rebecca Lee, Member of the Citizens Advisory Board for CSA No. 23, spoke against the rate increase.

Linda Ost, Chairwoman of the Citizens Advisory Board for CSA No. 23, spoke regarding the rate increase.

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

Mr. Minturn spoke regarding the concerns raised during the public hearing. He explained that the January 1, 2018 Rate Report contained the basis for setting the water rates.

In response to questions by Supervisor Moty, Mr. Minturn stated that the Rate Report was prepared and provided to CSA No. 23 prior to today's meeting. Public Works Deputy Director Ken Cristobal spoke regarding the rate report.

Mr. Minturn explained that over the last few years CSA No. 23 has borrowed money from the County General Fund to pay for services and repairs. The state reimburses the CSA and those funds are returned to the General Fund, again leaving the CSA with very little money and/or a negative balance.

Under Proposition 218, the proposed rates would be charged more evenly between seasonal users and long-term residents.

In response to questions by Supervisor Baugh, Mr. Minturn explained that approximately six years ago, one million dollars was invested in infrastructure for CSA No. 23 Crag View.

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December 11, 2018

Since that time, there has been relatively little money spent. This money was 80% grant, 20% loan.

In response to questions by Supervisor Moty, Mr. Minturn used an itemized invoice to explain the costs spent by CSA No. 23 Crag View. The costs are categorized and submitted by Public Works to the Auditor's Office for payment. These itemized invoices show costs for the last four years with specific charges for labor and dates for each CSA.

12:58 p.m. The Board of Supervisors recessed.

1:09 p.m. The Board of Supervisors reconvened.

In response to questions by Supervisor Moty, Mr. Minturn explained the cost of the professional maintenance services listed on the invoice. The costs are around fifty dollars a day for one person to perform the travel and meter reading under the umbrella of "professional maintenance services."

Darcey Prior, Deputy Clerk of the Board announced that one protest ballot was received, which did not constitute a majority protest.

By motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors introduced, waived the reading of, and enacted Ordinance No. 746 of the Board of Supervisors of the County of Shasta, County Service Area No. 23-Crag View Water, Repealing Ordinance No. 710 Setting Forth the Charges, Rates, and Fees for Water and Related Services.

PROPOSED ORDINANCE REPEALING ORDINANCE NO. 742
COUNTY SERVICE AREA NO. 23 CRAG VIEW

This was the time set to conduct a public hearing to consider increasing the bi-monthly water rates. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

Public Works Director Pat Minturn provided a brief presentation regarding the state of CSA No. 23 Crag View Water and recommended repealing Ordinance No 742.

By motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors introduced and waived the reading of An Ordinance of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 742 Declaring a Water Shortage Emergency Necessity for a Water Conservation Program, adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Action in County Service Area No. 23-Crag View

AUDITOR-CONTROLLER

December 11, 2018

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ORDINANCE NO. 747

SETTING AND IDENTIFYING FEES TO BE CHARGED BY THE COUNTY OF SHASTA

Auditor-Controller Brian Muir presented the staff report regarding the revision of fees and recommended approval.

In response to questions from Supervisor Moty, Mr. Muir explained the fees as they relate to Shasta County.

In response to questions from Supervisor Baugh, Mr. Muir explained where the fees would be implemented in the Resource Management Department. Deputy Resource Management Director Ronni Harman discussed how these fee increases would impact their department.

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

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors introduced, waived the reading of and enacted Ordinance No. 747 of the Board of Supervisors of the County of Shasta setting and identifying fees to be charged by the County of Shasta.

RESOURCE MANAGEMENT

GENERAL PLAN AMENDMENT – SAFETY ELEMENT

Paul Hellman, Director of Resource Management presented the staff report and recommended approval.

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

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors found that GPA 18-005 is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines sections 150609(c)(2), 15061(b)(3), 15307, and 15308 and adopted Resolution No. 2018-130 amending the Safety Element of the Shasta County General Plan pursuant to General Plan Amendment GPA 18-005.

RESOLUTION 2018-131

GENERAL PLAN AMENDMENT – HOUSING ELEMENT UPDATE

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Paul Hellman, Director of Resource Management and Planning Division Manager, Kim Hunter presented the 2014-2019 Housing Element and explained the progress that has been made to comply with State law.

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

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors found that GPA 13-003 (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 adopted Resolution No. 2018-131 which amends the Housing Element of the Shasta County General Plan pursuant to GPA 13-003.

CLOSED SESSION ANNOUNCEMENT

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

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

1:40 p.m. The Board of Supervisors recessed to Closed Session.

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; however, no reportable action was taken.

2:01 p.m.: The Board of Supervisors adjourned.

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Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

DRAFT

January 8, 2019

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, January 8, 2019

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

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

INVOCATION

Invocation was given by Reverend Mary Mitchell, Center of Spiritual Living.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

ELECTION OF 2019 CHAIRMAN AND VICE-CHAIRMAN

January 8, 2019

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By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors elected Supervisor Moty to the position of 2019 Chairman.

By motion made, seconded (Morgan/Chimenti), and unanimously carried, the Board of Supervisors elected Supervisor Rickert to the position of 2019 Vice-Chairwoman.

9:05 a.m.: The Board of Supervisors recessed.

9:06 a.m.: The Board of Supervisors reconvened.

SWEARING-IN CEREMONY

Chief Deputy Clerk of the Board Mary Williams performed the swearing-in ceremony for Joe Chimenti, District One Supervisor; Les Baugh, District Five Supervisor; Leslie Morgan, Assessor-Recorder; Brian Muir, Auditor-Controller; Cathy Darling Allen, County Clerk/Registrar of Voters; Stephanie Bridgett, District Attorney; Tom Bosenko Sheriff-Coroner; and Lori Scott Treasurer-Tax Collector-Public Administrator.

2018 EMPLOYEE OF THE YEAR SHASTA COUNTY PROBATION DEPARTMENT DEPUTY PROBATION OFFICER II, DANIEL IRVING RESOLUTION NO. 2019-001

At the recommendation of the Employee Recognition Committee and by motion made, seconded (Rickert/Baugh), and unanimously carried, the Board of Supervisors adopted Resolution No. 2019-001, which recognizes Shasta County Probation Department, Deputy Probation Officer II, Daniel Irving as Shasta County's Employee of the Year for 2018.

(See Resolution Book No. 61)

PUBLIC COMMENT PERIOD - OPEN TIME

William Gilbert spoke regarding fire recovery efforts and issues in Shasta County.

Monique Welin spoke regarding societal concerns.

CONSENT CALENDAR

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

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Reappointed Robert Miller to the Board of Building Appeals for a two-year term to expire December 31, 2020. (Clerk of the Board)

Reappointed Dana Murray and Bill Ford to the Burney Basin Mosquito Abatement District Board of Trustees for two-year terms to expire January 2021. (Clerk of the Board)

Took the following actions regarding the Shasta County Public Law Library Board of Trustees: Reappointed Jeffrey Gorder for a one-year term to expire January 2020; and reappointed Nannette Stomberg for a one-year term to expire January 2020. (Clerk of the Board)

Reappointed James Chapin (District 1) as proposed by Supervisor Chimenti and Patrick Wallner (District 5) as proposed by Supervisor Baugh to the Shasta County Planning Commission for four-year terms to expire January 2023. (Clerk of the Board)

Took the following actions regarding the Pine Grove Mosquito Abatement District Board of Trustees: Reappointed Tim Lakey and Lynda McDaniel retroactive to January 2016 for two-year terms expiring January 2020; and reappointed Jeff Earnest, Bruce Bergman, and Ken Evans retroactive to January 2017 for two-year terms expiring January 2021. (Clerk of the Board)

Adopted Resolution No. 2019-002 which repeals Resolution No. 2012-023 and approves the Conflict of Interest Code for the Cascade Union Elementary School District. (Clerk of the Board)

(See Resolution Book No. 62)

Adopted Resolution No. 2019-003 which repeals Resolution No. 2010-005 and approves the Conflict of Interest Code for the Shasta Charter Academy/Shasta Secondary Home School, Inc. (Clerk of the Board)

(See Resolution Book No. 62)

Enacted Ordinance No. 748 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. (Clerk of the Board)

(See General Ordinance Book)

Approved and authorized the Chairman or his/her designee to sign the County Claims list when Board of Supervisors meetings are canceled during the year 2019. (Clerk of the Board)

Adopted Salary Resolution No. 1540, effective January 20, 2019, which amends the Shasta County Position Allocation List to reclassify positions within the Health and Human Services Agency, Adult Services branch as follows: From 1.0 Full Time Equivalent (FTE) Social Worker

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to 1.0 FTE Senior Social Worker. (Support Services-Personnel)

(See Salary Resolution Book)

Adopted Salary Resolution No. 1541, effective January 20, 2019, which updates footnote 72 to allow the Lead Personnel Assistant – Confidential classification to receive an additional five percent (5%) of base salary when assigned the responsibility of supervision in the Department of Support Services – Personnel Unit by the Director of Support Services. (Support Services-Personnel)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign an agreement with Binti, Inc., in an amount not to exceed \$111,272 (paid in quarterly advance payments) to provide a Resource Family Approval recruitment webpage and applicant portal for the period date of signing through December 31, 2019, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services)

Approved and authorized the Chairman to sign a renewal agreement with Mountain Valley Child and Family Services, Inc., in an amount not to exceed \$75,000 to provide mental health services to eligible children for the period date of signing through December 31, 2019, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services)

Took the following actions: Approved payment through a purchase order of Invoice Number SI44550, from the Commission on Accreditation of Rehabilitation Facilities (CARF), in the amount of \$6,880 to perform on-site work for accreditation of the Opportunity Center (OC) for up to a three-year period beginning March 1, 2019; and adopted Resolution No. 2019-004 which approves and authorizes the Health and Human Services Agency (HHS) Director, or the Regional Services Branch Director as designated by the HHS Director, to approve and sign purchase orders and claims for payment up to \$10,000 every other year, for CARF accreditation services provided to the OC. (Health and Human Services Agency-Regional Services)

(See Resolution Book No. 62)

Approved a budget amendment increasing appropriations by \$60,293 and revenue by \$948,359 to administer grants including the California Emergency Solutions and Housing, California Census Addresses Incentive Fund, Emergency Solutions Grant, and revenue from California State Block Grant in support of disaster recovery efforts in the Community Action Agency budget. (Housing and Community Action Programs)

Adopted Resolution No 2019-005 which: Approves and authorizes the County Executive Officer (CEO) to sign an agreement with the State Department of Community Services and Development (CSD) in an amount not to exceed \$299,498 for Community Action Agency Community Services Block Grant (CSBG) funding to provide services to persons living in poverty for the period January 1, 2019, through December 31, 2019; authorizes the CEO to sign subsequent agreements and amendments, including retroactive, with CSD for CSBG funding, with County Risk Manager approval and County Counsel approval as to form, in an amount not to exceed

January 8, 2019

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\$500,000 per calendar year for the period January 1, 2019, through December 31, 2021; certifies the County's intent to use CSBG funds in compliance with applicable regulations; and 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 for the period January 1, 2019, through December 31, 2021. (Housing and Community Action Programs)

(See Resolution Book No. 62)

Approved and authorized the Chairman to sign a retroactive agreement with WellSky Corporation in an amount not to exceed \$277,425 (with annual advance payments) to provide Homeless Management Information System (HMIS) web-based software known as ServicePoint for the period October 31, 2018, through October 31, 2019, with two automatic one-year renewals. (Housing and Community Action Programs)

Adopted Resolution No. 2019-006 which recognizes that the circumstances and factors that led to the July 30, 2018, ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation. (Sheriff)

(See Resolution Book No. 62)

Adopted Resolution No. 2019-007 which declares the termination of the September 11, 2018, ratification of a local emergency proclamation due to the wildland fire identified as the "Delta Fire" subject to Government Code 8630 (d) review requirements. (Sheriff)

(See Resolution Book No. 62)

Adopted Resolution No. 2019-008 which adopts a list of projects for Fiscal Year 2019-20 funded by Senate Bill No. 1 (Beall), Transportation Funding (SB 1): The Road Repair and Accountability Act of 2017. (Public Works)

(See Resolution Book No. 62)

Approved and authorized the Chairman to sign an agreement with Servfirst, Inc., dba Redding Spray Service in an amount not to exceed \$325,454.30 to provide weed control services on County roads, airports, and sewage treatment facilities from the period date of signing through December 31, 2019, with two optional one-year extensions. (Public Works)

Appointed property owners to two-year terms on their respective Community Advisory Boards for the various County Service Areas. (Public Works-County Service Areas)

On behalf of County Service Area (CSA) No. 25-Keswick Water, adopted Resolution No. 2019-009 which: Establishes property tax exchange terms related to the annexation of unincorporated territory from CSA No. 25-Keswick Water to Shasta Community Services District (CSD); and authorizes the County Executive Officer to sign any documents pertaining to implementation of the resolution and act as the Board of Supervisors representative in the related tax exchange matter. (Public Works-County Service Areas)

(See Resolution Book No. 62)

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Approved and authorized the County Executive Officer to sign a retroactive agreement with the Department of Forestry and Fire Protection (CAL FIRE) in the amount of \$600 per day when activated to provide Emergency Use of Facilities at Fall River Mills Airport for the period January 1, 2019 through December 31, 2021. (Public Works)

Took the following actions regarding the “Demolish Keswick Volunteer Fire Hall and Community Center,” Contract No. 610512/610513, respectively: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301(l), Class 1 – Demolition and removal of small structures; approved plans and specifications and direct the Public Works Director to advertise for bids; and authorized opening of bids on or after Thursday, February 7, 2019, at 11 a.m. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “West Central Landfill Erosion Control Hydroseeding,” Contract No. 207519, and record it within 15 days of actual completion of the work. (Public Works)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including the upcoming Statewide budget and how it will impact Shasta County.

Supervisor Moty directed staff to bring tow items back to the next board meeting; a letter of support regarding fees imposed on miners related to Senate Bill 2, and a staff report regarding internet service converase in rural areas.

Supervisors reported on issues of countywide interest.

APPOINTMENT: BRET GOUVEA **SHASTA COUNTY FIRE WARDEN**

At the recommendation of County Executive Officer Larry Lees, and by motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors appointed California Department of Forestry and Fire Protection (CAL FIRE) Shasta-Trinity Unit Chief

January 8, 2019

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Bret Gouvea as the Shasta County Fire Warden and Chief of the Shasta County Fire Department effective December 12, 2018.

SCHEDULED HEARINGS

GENERAL GOVERNMENT

This was the time set to conduct public hearings to consider appeals of water bill penalties for County Service Area (CSA) No. 23-Crag view Water. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

Chairman Moty advised that correspondence related to hearings had been received and entered into the record.

WATER BILL PENALTY
ASSESSOR'S PARCEL NUMBER 014-080-014-000 (HARRYMAN)

This was the time set to conduct a public hearing to consider an appeal of a \$175 water bill penalty for Assessor's Parcel Number 014-080-014-000 (Harryman).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Morgan, Mr. Minturn stated that the fine that would be imposed is \$175, since it was a second violation.

The property owner was not present; no one spoke for or against the matter, and the public hearing was closed.

Supervisor Baugh motioned to impose the penalty; the motion failed for lack of a second.

By motion made, seconded (Morgan/Rickert), and carried, the Board of Supervisors did not impose the water bill penalty for Assessor's Parcel Number 014-080-014-000 (Harryman). (Supervisor Baugh opposed.)

WATER BILL PENALTY
ASSESSOR'S PARCEL NUMBER 014-080-022-000 (SCHULTZ)

January 8, 2019

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This was the time set to conduct a public hearing to consider an appeal of a \$175 water bill penalty for Assessor's Parcel Number 014-080-022-000 (Schultz).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Steve Schultz presented information related to the proposed a water bill penalty for Assessor's Parcel Number 014-080-022-000.

In response to questions by Supervisor Morgan, Mr. Schultz stated he implemented several water-saving strategies after the first water usage overage. Mr. Schultz stated his property is located next to a condemned home that looks to be occupied, and he suspects the water is being stolen from his property. Mr. Schutz stated his water meter is now locked.

In response to questions by Supervisor Rickert, Mr. Schultz that that he has reported to Code Enforcement that the condemned home has occupants.

Mr. Minturn explained the water meter reading water usage process.

In response to questions by Supervisor Morgan, Mr. Minturn stated that the readings of meters are in cubic feet.

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

By motion made, seconded (Morgan/Chimenti), and carried, the Board of Supervisors did not impose the water bill penalty for Assessor's Parcel Number 014-080-022-000 (Schultz). (Supervisor Baugh opposed.)

10:26 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

January 8, 2019

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By _____
Deputy

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry

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, HHS Adult Services, (530) 225-5900

STAFF REPORT APPROVED BY: Dean True, Branch Director, HHS 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 Sutter Valley Hospitals dba Sutter Center for Psychiatry in an amount not to exceed \$40,000 per fiscal year to provide psychiatric inpatient services for the period July 1, 2017 through June 30, 2020.

SUMMARY

This renewal agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry (Sutter Center) will allow Sutter Center to continue to provide acute psychiatric inpatient services to Shasta County residents on a fee-for-service basis.

DISCUSSION

This renewal agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry (Sutter Center) will allow Sutter Center to continue to provide acute psychiatric inpatient services to Shasta County residents. The Health and Human Services Agency (HHS) has numerous contracts with multiple inpatient mental health providers due to the volume of county residents needing such services, and the difficulty in identifying available inpatient mental health beds due to a statewide shortage. The proposed renewal agreement will allow the HHS to purchase acute psychiatric inpatient services on a fee-for-service basis from Sutter Center for Shasta County patients evaluated and referred by Shasta County clinical staff or designee.

Hospitals such as Sutter Center offer flexibility to the County in that they accept multiple payor sources such as Medi-Care, private pay, and Medi-Cal. Under the terms of the agreement, Shasta County clinical staff, or designee, will evaluate patients and determine the need for acute psychiatric inpatient care. If acute care is deemed appropriate, Shasta County clinical staff, or designee, will coordinate the transfer and admission to a Sutter Center facility depending on bed availability. All services provided under the terms of this agreement must be preauthorized by Shasta County, or designee in the event emergency services evaluation is required in another county, and may be for either voluntary or involuntary placements.

In addition to hospital room and board, the specific services purchased from Sutter Center will include all medications, psychiatrist time, and laboratory work. Sutter Center will also coordinate with Shasta County clinical staff, or designee, prior

to a patient’s discharge, to insure an appropriate discharge plan is in effect, including transportation if necessary. Sutter Center will bill third party payors including the patient’s insurance and Medi-Cal, when applicable, and apply any payments to offset the Shasta County cost.

This agreement also authorizes the Health and Human Services Agency (HHS) Director or HHS Branch Director designated by the Director to approve rate changes made by Sutter Center, 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.

The agreement is retroactive due to having recently received confirmation of rates from Sutter Center for Psychiatry.

ALTERNATIVES

The Board could choose not to approve the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Costs will be incurred on a fee-for-service basis, only when a Shasta County resident utilizes inpatient hospitalization services at Sutter Center. Funding for this agreement was included in HHS's Fiscal Year 2017-18 Adopted Budget and is included in HHS's Fiscal Year 2018-19 Adopted Budget. Future year costs will be included in future year budgets. There is no additional General Fund impact with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	12/28/2018	Agreement

NO WITHHOLDING

**AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
SUTTER VALLEY HOSPITALS,
DBA SUTTER CENTER FOR PSYCHIATRY**

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 Sutter Valley Hospitals dba Sutter Center for Psychiatry, 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: Alan B. Cox 11/27/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 11/27/18
James Johnson
Risk Management Analyst

**SUTTER VALLEY HOSPITALS dba SUTTER
CENTER FOR PSYCHIATRY (PROVIDER)**

Date: 12/26/18

Ixel Morell
IXEL MORELL
Executive Director

Tax I.D.#: On File

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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 I.D. 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 Sutter Health Sacramento Sierra Region dba Sutter Center for Psychiatry, 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.

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 Facility:

Sutter Valley Hospitals dba Sutter Center for Psychiatry
7700 Folsom Blvd.
Sacramento, CA 95826

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 will 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 Health and Human Services Agency ("HHS") Director ("Director"), or any HHS Branch Director designated by Director, may approve rate changes, 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, date, 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, 2017, and shall end June 30, 2020. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County Fiscal Year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County Fiscal Year for which funds 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, or the Director or any HHS 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, 2640 Breslauer Way, Redding, CA 96001. 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 HHS Director, or any HHS Branch Director designated by the HHS 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 of HHSA Adult Services Branch
ATTN: Contracts Unit
2640 Breslauer Way
Redding, CA 96001
Phone: (530) 225-5900
Fax: (530) 225-5977

Provider: Chief Administrative Officer
Sutter Center for Psychiatry
7700 Folsom Blvd.
Sacramento, CA 95826
Phone: (916) 386-3000
Fax: (916) 386-3050

- 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:

Medi-Cal Rates	
Hospital Inpatient (Mode 05, Service Functions 10-18)	\$ 770.00 per day
Hospital Administrative Day (Mode 05, Service Function 19)	\$ 611.60 per day
Inpatient Psychiatric Support Services (when services provided)	
• Outpatient Services (Mode 15, Service Functions 01-79)	\$ 90.00 per day
Short Doyle Rates	
Hospital Inpatient, without Psychiatric Support Services Child	\$770.00 per day
Hospital Inpatient, with Psychiatric Support Services Child	\$860.00 per day
Hospital Inpatient, with Psychiatric Support Services Adult	\$950.00 per day
Hospital Administrative Day, without Psychiatric Support Services	\$611.60 per day
Hospital Administrative Day, with Psychiatric Support Services	\$701.60 per 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 \$40,000 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.

COVERED 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.

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY
2640 Breslauer Way
Redding, CA 96001
www.shastahhsa.net



Health and Human
Services Agency

Shasta County Health & Human Services Agency
Attn: Managed Care & Compliance HHB-502
P.O. Box 496005
Redding, CA 96049-6005

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.

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



Health and Human
Services Agency

2640 Breslauer Way
Redding, CA 96001
www.shastahhsa.net

Revised 08/17

Grievance Form

Let us help you resolve any service complaints.

**For help call:
(530) 245-6750**

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.

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.

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: _____

EXHIBIT NO. 4

**SHASTA COUNTY HEALTH AND HUMAN SERVICES,
MENTAL HEALTH PLAN (MHP)
CONTRACTOR CODE OF CONDUCT**

Shasta County Health and Human Services Agency (HHS), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHS 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 HHS Contractor.

1. PURPOSE

The purpose of this HHS Code of Conduct is to ensure that all HHS 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 HHS'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 HHS Contractors with general guidelines, to enable them to conduct the business of HHS in an ethical and legal manner;
- B. Every HHS 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 HHS Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHS, 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 HHS 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 HHS Compliance Officer or designee;

**Shasta County Health and Human Services
Code of Conduct - Contractor**

- 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

**Shasta County Health and Human Services
Code of Conduct - Contractor**

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 Sutter Valley Hospitals DBA Sutter Center for Psychiatry, 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

A handwritten signature in blue ink, appearing to read "J. O. Morell", is written over a horizontal line.

Date

12/26/18

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: January 15, 2019

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Agreement with Mt. Shasta Ambulance Service, Inc. for Ambulance Strike Team

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

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions: (1) Authorize the Chairman to sign a retroactive agreement with Mt. Shasta Ambulance Service, Inc. in the amount of \$59,500 to provide Ambulance Strike Team Services during the Carr Fire for the period July 23, 2018 through September 30, 2018; and (2) authorize the County Executive Officer (CEO), or his/her designee, to sign future retroactive agreements for Ambulance Strike Team Services provided during the Carr Fire in an amount not to exceed \$70,000 each, so long as the agreements are otherwise within the CEO’s signature authority and comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

The proposed agreement is for Ambulance Strike Team services provided by Mt. Shasta Ambulance Service, Inc. during the Carr Fire which broke out on July 23, 2018.

DISCUSSION

On July 23, 2018, the Carr Fire broke out in Shasta County near Whiskeytown Lake west of Redding. On July 26, 2018, two ambulance strike teams were deployed to respond to Shasta County to assist with evacuation, shelter, and 911 system operations. On July 27, 2018, due to worsening conditions and the increased potential for hospital evacuations, additional ambulance strike teams were requested to assist. An ambulance strike team consists of five ambulances of the same type, with common communications. The teams work up to 12 hours per shift, are self-sustainable for 72 hours, and deployable for 14 days. The strike team consists of Emergency Medical Services (EMS) personnel that provide out of hospital emergency medical care, evacuation, and transportation services. They may also be used for medical and health support in various settings including first aid sites, shelters, command posts, and Mobile Field Hospitals.

ALTERNATIVES

The Board could choose not to approve the agreement or authorize the County Executive Officer to sign future Ambulance Strike Team agreements. This is not recommended as Mt. Shasta Ambulance Service, Inc. provided essential ambulance strike teams to assist during the Carr Fire.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The costs for the strike teams will be funded through the Public Health budget. Reimbursement for these activities will be requested from the U.S. Federal Emergency Management Agency (FEMA) and from the State of California which should cover 93.75% of the total costs of the strike teams.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	1/8/2019	Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
MT. SHASTA AMBULANCE SERVICE, INC
FOR THE PURPOSE OF PROVIDING AMBULANCE STRIKE TEAM SERVICES**

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 Mt. Shasta Ambulance Service, Inc. (“Contractor”) for the purpose of providing Ambulance Strike Team Services (collectively, the “Parties” and individually a “Party”).

Section 1. RESPONSIBILITIES OF CONTRACTOR.

- A. Pursuant to the terms and conditions of this agreement, Contractor shall provide Ambulance Strike Team(s) in accordance with Emergency Medical Services Authority Ambulance Strike Team Guidelines. Ambulance Strike Teams are an established, formal component of the medical response resources pool in California.
- B. Each Ambulance Strike Team shall:
 - (1) consist of five Advance Life Support Ambulances (two personnel each) and one leader in a separate vehicle.
 - (2) deploy to Shasta County and shall be self-sufficient in a disaster area for up to 72 hours.
 - (3) provide an immediate Emergency Medical Services operational response to disaster situations, with a focus upon transportation but may also work in concert with the California Medical Assistance Teams (CAL-MATs) and other state disaster personnel.
 - (4) be used for medical and health support in various settings including first aid sites, shelters, command posts, and Mobile Field Hospitals.
- C. Contractor shall comply with the requirements outlined in the Carr Fire Addendum, attached and incorporated herein.
- D. As required by Government Code section 7550, each document or report prepared by Contractor 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. Contractor 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, Contractor shall add: “This [document or report] is one of [number] produced under this agreement.

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall compensate Contractor as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Contractor.

Section 3. COMPENSATION.

- A. Contractor shall be paid \$59,500.00 for the services described in this agreement.
- B. Contractor'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. Contractor shall submit to County within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Contractor'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 Contractor'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 Contractor 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 Contractor, Contractor 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.

This agreement shall commence on July 23, 2018 and shall end September 30, 2018.

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor 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 Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor

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 Contractor.
- 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.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor 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. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor 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 Contractor and County, 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 Contractor, Contractor 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 CONTRACTOR.

A. Contractor 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 Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor 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. Contractor 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 Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor 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 Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, 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. Contractor shall also, at Contractor'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 Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor 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.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor 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. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor'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 Contractor 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. Contractor hereby certifies that Contractor 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 Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor 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. Contractor 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 Contractor 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 Contractor 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, Contractor 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, Contractor 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) Contractor shall provide County with an endorsement or amendment to Contractor’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, Contractor 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 Contractor 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, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Contractor'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 Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor 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. Contractor 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. Contractor 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. Contractor represents that Contractor is in compliance with and agrees that Contractor 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 Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor 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, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor'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 Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor 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 Contractor.

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

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child,

- 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.

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

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor 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 Contractor 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 Contractor 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. USE OF COUNTY PROPERTY.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Contractor 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: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

RISK MANAGEMENT APPROVAL

By: David M. Yorlony, Jr. 12/20/18
David M. Yorlony, Jr.
Senior Deputy County Counsel

By: James Johnson 12/21/18
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 12-28-18

By: Tina Banos
Tina Banos, Vice President/Owner

Tax I.D.#: 94-2775937

**Carr Fire Addendum
(Updated August 29, 2018)
FEDERAL PROVISIONS**

This addendum is attached hereto and incorporated herein. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of the agreement, the agreement's exhibits or appendices, and the provisions of this addendum, the provisions of this addendum shall govern. Failure to comply with any of the provisions set forth in this addendum, requirements incorporated by reference or any attachments is a material breach.

I. DEFINITIONS

- A. Contractor** shall have the same meaning as Consultant in this addendum.
- B. Government** means the United States of America and any executive department or agency thereof.
- C. FEMA** means the Federal Emergency Management Agency.
- D. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL REQUIREMENTS AND CHANGES

- A.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.
- B.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- C.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- D.** Whether or not expressly set forth herein, all contractual provisions required by FEMA are hereby incorporated by reference. In the event of any conflict between any provision of this agreement or any FEMA term, condition, or requirement, the stricter standard shall apply. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.
- E.** In the case of a contract for public works of improvement, the remedies set forth in California Civil Code section 3320 shall also be applicable.

III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this agreement or (b) the date County makes final payment under this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 14 of the agreement.

IV. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the

County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 C.F.R. § 61-1.3)

- A. Consultant agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). 41 C.F.R. 60-1.4 is hereby incorporated by reference.
- B. During the performance of this agreement, contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3) Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this contract, the contractor agrees as follows:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (C) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (C) of this section.

VIII. NOTICE OF REPORTING REQUIREMENTS

- A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IX. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1) The copyright in any work developed with the assistance of funds provided under this agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this agreement.
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

X. ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XII. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Section 6.B of the agreement.

XIII. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this agreement shall constitute an event of default under this agreement. See Section 6.A of the agreement.

XIV. CHANGES.

See Section 7 of the agreement.

XV. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Contractor shall not use or pay any funds received under this agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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.

- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVI. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XVII. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XVIII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XIX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XX. DHS SEAL, LOGO, AND FLAGS.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including those of FEMA or the United States Coast Guard, without specific FEMA pre-approval.

Attachment 1 to Carr Fire Addendum

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement 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 this clause titled "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.

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 covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
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 originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.



Contractor Signature



Date

Attachment 2 to Carr Fire Addendum

CERTIFICATION REGARDING LOBBYING

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 an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, 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.



Contractor Signature



Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Salary resolution which amends the Shasta County Position Allocation List.

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

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Tracy Tedder, Branch Director, HHSA Business & Support Services, (530) 229-8425

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

RECOMMENDATION

Adopt a salary resolution, effective January 20, 2019, which amends the Shasta County Position Allocation List as follows: (1) Delete 1.0 Full-Time Equivalent (FTE) Staff Nurse I/II and add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II in the Health Services - Mental Health Services Act (MHSA) budget; (2) delete 1.0 FTE Staff Nurse I/II and add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II in the Mental Health budget; and (3) delete 2.0 FTE Typist Clerk I/II and add 2.0 FTE Office Assistant I/II in the Public Health budget.

SUMMARY

As vacancies become available, the Health and Human Services Agency (HHSA) evaluates duties associated with the positions as well as the needs of HHSA. As part of this evaluation, HHSA has identified four(4) position allocations which require changes to better meet HHSA needs.

DISCUSSION

The department is requesting the deletion of 2.0 FTE Staff Nurse I/II and the addition of 2.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II each in the Mental Health and Health Services - MHSA budgets to allow the department greater flexibility in staffing. In addition, the Health and Human Services Agency (HHSA) proposes to delete 2.0 FTE Typist Clerk I/II and add 2.0 FTE Office Assistant I/II to the Public Health budget in order to standardize the office clerical positions throughout the HHSA.

ALTERNATIVES

The Board could choose not to approve the salary resolution. This is not recommended as these add/deletes will allow the department greater flexibility in their recruitment efforts and departmental staffing.

OTHER AGENCY INVOLVEMENT

This Recommendation has been reviewed by the Director of Support Services and by the County Administrative Office.

FINANCING

HHSAs FY 2018-2019 Adopted Budget includes sufficient appropriation authority for the activities described in this salary resolution. No additional County General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution No.	1/7/2019	Salary Resolution No.

SALARY RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective January 20, 2019, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
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HEALTH SERVICES-MHSA – Cost Center 404

DELETE

76,77	Staff Nurse I or	C	1	1.0	2884	PROF	511	4929	6291
3,76,77	Staff Nurse II	C				PROF	521	5175	6605

ADD

	Clinical Psychologist I or	C				PROF	531	5434	6936
3	Clinical Psychologist II or	C				PROF	551	5991	7647
3	Clinical Psychologist III or	C				PROF	571	6605	8431
	Mental Hlth Clinician I or	C	1	1.0		PROF	511	4929	6291
3	Mental Hlth Clinician II or	C				PROF	531	5434	6936
3	Mental Hlth Clinician III or	C				PROF	551	5991	7647
76,77	Staff Nurse I or	C				PROF	511	4929	6291
3,76,77	Staff Nurse II	C				PROF	521	5175	6605

MENTAL HEALTH – Cost Center 410

DELETE

76,77	Staff Nurse I or	C	1	1.0	1796	PROF	511	4929	6291
3,76,77	Staff Nurse II	C				PROF	521	5175	6605

Salary Resolution
 January 15, 2019
 Page 2 of 2

ADD

	Clinical Psychologist I or	C			PROF	531	5434	6936
3	Clinical Psychologist II or	C			PROF	551	5991	7647
3	Clinical Psychologist III or	C			PROF	571	6605	8431
	Mental Hlth Clinician I or	C	1	1.0	PROF	511	4929	6291
3	Mental Hlth Clinician II or	C			PROF	531	5434	6936
3	Mental Hlth Clinician III or	C			PROF	551	5991	7647
76,77	Staff Nurse I or	C			PROF	511	4929	6291
3,76,77	Staff Nurse II	C			PROF	521	5175	6605

PUBLIC HEALTH – Cost Center 411

DELETE

	Typist Clerk I or	C			2671	UPEC	335	2068	2640
	Typist Clerk II	C	2	2.0	3331	UPEC	348	2203	2813

ADD

60	Office Assistant I or	C				UPEC	335	2068	2640
60	Office Assistant II	C	2	2.0		UPEC	348	2203	2813

DULY PASSED AND ADOPTED this 15th day of January, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

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

 , 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: January 15, 2019

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

Shasta SparkPoint Academy Agreement

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

DEPARTMENT CONTACT: Melissa Janulewicz, Branch Director, HHS Regional Services, (530) 245-7638

STAFF REPORT APPROVED BY: Melissa Janulewicz, Branch Director, HHS Regional 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 Shasta County Child Abuse Prevention Coordinating Council (SCCAPCC) in an amount of start-up grant funds not to exceed \$50,000, plus 50 percent of SCCAPCC’s authorized expenses to be reimbursed by the California Department of Social Services, to implement and provide Shasta SparkPoint Academies to assist CalFresh participants to become self-sufficient and transition off food assistance for the period date of signing through June 30, 2020.

SUMMARY

SCCAPCC will provide Employment and Training (E&T) services to CalFresh recipients through a program called SparkPoint Academy, to increase employment skills and credentials that will result in better paying jobs and self-sufficiency. This CalFresh funding stream requires 50% local match which is used to draw down 50% federal reimbursement to fund the program. SparkPoint Academy will serve clients in Anderson, Shasta Lake, and the Enterprise area of Redding.

DISCUSSION

CalFresh, known federally as the Supplemental Nutrition Assistance Program (SNAP), provides monthly food benefits to individuals and families with low-income. Existing federal law authorizes counties to participate in the SNAP E&T program, known as CalFresh E&T in California. The Food and Nutrition Act of 2008, Section 6(4)(A)(i) provides that each state shall implement an E&T program with the purpose of providing participants opportunities to gain skills, training, work, or experience that will increase their ability to obtain regular employment and achieve independence from food assistance. The County received \$50,000 from California Department of Social Services (CDSS) in the form of a E&T grant, to contract with SCCAPCC, for the start-up of a new E&T Program for CalFresh recipients. The County will also serve as a pass-through entity for reimbursement from CDSS to SCCAPCC for 50 percent reimbursement of SCCAPCC’s contract expenditures on the Shasta SparkPoint Academies E&T program.

The vision of California’s E&T program is to increase the employment and earning capacity of CalFresh recipients by

providing more recipients with access to CalFresh E&T services, supportive services, marketable skills, and credentialing. Through this program, counties can contract with community based organizations (CBOs) under the “third-party partner” model. Under this model, the CBOs that incur the cost of providing E&T Services to CalFresh recipients and pay these costs using non-federal funding are then eligible to receive 50 percent federal reimbursement of those costs. To receive this funding, the County will submit the invoices provided by SCCAPCC to CDSS for the 50 percent reimbursement, through the County Expense Claim process. Once the reimbursement is provided, County will pass the reimbursement back to SCCAPCC. In addition, SCCAPCC is eligible for \$50,000 in startup costs.

SparkPoint Academy will use Parent Partners to assist participants in developing an education and career plan. The parent partners will provide guidance, resources, education and support to assist the participant in reaching their education and career goals. Parent Partners will provide intensive case management to assist participants in meeting their goals. Participant barrier removal is an allowable cost and includes transportation, child care, uniforms, and tools, etc.

On average, every \$1.00 spent by an employment social enterprise for an E&T Program, returns \$2.23 in benefits to society, including reductions in government transfer payments for taxpayers.

ALTERNATIVES

The Board could choose not to approve the agreement.

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

The Health and Human Services Agency’s Fiscal Year 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. There are no additional County General Funds requested.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	1/7/2019	Agreement

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

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”), and Shasta County Child Abuse Prevention Coordinating Council, a California Corporation (“Consultant”), (collectively, the “Parties” and individually a “Party”), for the purpose of starting up and running SparkPoint Academies to assist CalFresh Employment and Training (“CFET”) participants to become self-sufficient.

Section 1. DEFINITIONS.

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

- A. **Advisory Board** means group of representatives from the Consultant and the County who will meet quarterly to discuss and monitor the progress of the development and day to day processes involved in the Sparkpoint Academies. The advisory board will make recommendations regarding content, curriculum, promoting program, enrolling CFET participants for the Shasta Sparkpoint Academies.
- B. **CalFresh Employment and Training** means a free program for CalFresh recipients to gain skills, tools, training, and guidance to secure and maintain a living wage job and self-sufficiency. This is achieved through classes in how to write a resume, search for jobs, interview, dress appropriately for work, maintain a job, etc. The CFET program provides Participants with transportation, often in the form of bus passes or rides, work clothing, tools, training, etc. The ultimate goal of CFET is for CalFresh recipients to be able to obtain a job or a higher wage job and no longer need CalFresh assistance.
- C. **Dual Generation Model** means focusing on creating opportunities for and addressing needs of both children and parents in their lives together.
- D. **Eligible Participants (“Participants”)** means recipients of CalFresh with children who do not receive CalWORKs benefits.
- E. **Parent/Youth Partners (“Partners”)** are navigators who provide training to Participants in job search, resume writing, interviewing, job retention skills, and case management. Partners will provide transportation assistance to Participants as needed. Partners will assist Participants in preparing for, applying for, interviewing for, and retaining employment.
- F. **Shasta County SparkPoint Academy (“Academy/Academies”)** means a center that will assist eligible Shasta County CalFresh families to get out of poverty, utilizing a dual generation model (providing services to parents while obtaining mentoring, tutoring, or enrichment activities to youth through partnering agencies) for up to 18 months, with financial coaching, career counseling, and multiple CFET-related services in a one-stop model. Services focus on key elements of obtaining employment toward self-sufficiency and aid in helping CFET Participants obtain financial health and career attainment.

Section 2. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall:
- (1) Develop the Academy in the cities of Shasta Lake and Anderson within 60 days of the date the agreement is executed. An Academy in the city of Redding shall be developed and running within 12 months of the start of this agreement.
 - (2) Accept Participant referrals from County and accept Participant drop-ins.
 - (3) Provide Partners at Academy locations to assist Participants in developing a plan that will improve their financial wellbeing and self-sufficiency.
 - (4) Arrange transportation to coordinated services, as needed, by use of bus passes, ride share, or method by which Consultant deems appropriate.
 - (5) Obtain a signed Shasta County SparkPoint Academy Universal Voluntary Release of Information, **ATTACHMENT A**, (“Release”) attached and incorporated herein, from each Participant prior to starting services for each potential Participant for whom 50/50 reimbursement may be requested.
 - (6) Send Release to County via encrypted email at cfet@co.shasta.ca.us to verify current CFET eligibility for potential Participants.
 - (7) Complete a pre-assessment, approved by the Advisory Board, for Participants to determine a base line prior to starting services.
 - (8) Work with community partners in order to assist with outcomes, such as, but not limited to, financial competency and education.
 - (9) Complete a post-assessment, approved by the Advisory Board, at the end of Participant’s eligibility period or end of participation, whichever occurs earlier, to determine the success in all of the following desired goals of the Academy, and submit to County by the 15th of the month following the month eligibility ended via secure email to cfet@co.shasta.ca.us:
 - a. Increased job placement
 - b. Increased job retention
 - c. Increased wages
 - d. Increased employability
 - e. Increased acquired skills through mentorships, partnerships, education, skill attainment, credentialing
 - f. Increased credit score
 - g. Increased savings
 - h. Decreased debt
 - i. Financial stability without CalFresh assistance
- B. 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."

- C. Promulgate and implement written procedures ("Grievance Procedures") whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. A copy of Consultant's Grievance Procedures shall be provided to County upon request for County's pre-approval prior to implementation. County's Director of Health and Human Services Agency ("Director") shall be notified in writing by Consultant within ten business days of:
 - (1) Learning of all grievances and the nature thereof; and
 - (2) Resolution of a grievance or conclusion of the grievance process including the results of such.
- D. Ensure and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- E. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Service."
- F. Meet at least quarterly with Advisory Board, at a date, time, and location mutually agreed upon by all Parties. If all Parties cannot mutually agree, County shall determine date, time, and location of meeting.
- G. Provide to County, CalFresh Employment and Training Participant Tracker, **ATTACHMENT B**, ("Tracker") attached and incorporated hereto and incorporated by this reference, monthly, by the 15th of each month for each Participant served in the previous month.
- H. Provide internet service and any required equipment for use by Partners at the Shasta Lake City Academy, located at 4216 Shasta Dam Blvd., city of Shasta Lake.
- I. Consultant is responsible for the match amount. Consultant shall certify the expenditure of their share for match was not used as a match for any other program. The match shall be documented on quarterly Invoice and Certification, **ATTACHMENT C**, ("**Invoice**"), attached and incorporated herein.
- J. Submit monthly claims, on **ATTACHMENT C**, to County for 50% reimbursement from the state for Consultant's costs. The County will include the Consultant's claims for 50% of their allowable and approved costs to the state on the County Expense

Claim. Should the state disallow any requested cost reimbursements the County shall not be responsible to pay the difference to the Consultant.

- K. Consultant shall be financially responsible for audit exceptions on disallowances by the State.

Section 3. RESPONSIBILITIES OF COUNTY.

- A. Pursuant to the terms and conditions of this agreement, County shall:
- (1) Compensate Consultant as prescribed in sections 4 and 5 of this agreement.
 - (2) Monitor Consultant's performance to assure compliance with the terms, conditions and specifications of the agreement.
 - (3) Provide non-exclusive office space, including three desks, to Consultant's staff for Academy services at the County's Shasta Lake City Office, located at 4216 Shasta Dam Blvd., city of Shasta Lake.
 - (4) Refer Participants to Consultant for Academy services.
 - (5) Visit each site a minimum of once each quarter to ensure the programs are meeting expectations, evaluate the effectiveness of Academy services, and the success and progression of each Participant.
 - (6) Conduct Advisory Board meetings, no less than quarterly, at a time and location agreed upon by all Parties. If all Parties cannot mutually agree, County shall determine date, time, and location of meeting.
 - (7) Inform Consultant of potential Participant eligibility for CFET for each completed Release form received by Consultant, via email to cfet@co.shasta.ca.us, within three business days of receipt from Consultant.
 - (8) Track the number of Participants who have successfully been discontinued from CalFresh due to increased income.
 - (9) Track the number of Participants who have remained off of the CalFresh program 60 days' post Academy exit.
 - (10) The County will include the Consultant's claims for 50% of their allowable and approved costs to the state on the County Expense Claim. Should the state disallow any requested cost reimbursements the County shall not be responsible to pay the difference to the Consultant.

Section 4. COMPENSATION.

- A. Maximum compensation payable to Consultant for providing the services prescribed in this agreement shall not exceed the following:
- (1) On June 1, 2018, CDSS awarded County CalFresh Employment and Training Expansion Bonus Funds in the amount of \$50,000. Utilizing only such funds, County shall pay Consultant start-up funds in the amount of \$20,665.59 of the \$50,000 start-up funds, in accordance with Start Up Budget, **Attachment D**,

attached and incorporated here, within 15 days of a fully executed agreement to establish the first two Academy locations as described in Section 2.A.(1) to provide services described in this agreement. Consultant will provide an itemized expenditure report, **Attachment E**, attached and incorporated herein, by March 31, 2019, to reconcile where the initial start-up funds were utilized. The remainder \$29,334.41 of the available start-up funds shall be paid monthly upon receipt of valid invoice from Consultant.

- a. Should Employment and Training Expansion Bonus Funds be rescinded by CDSS at any time, County is no longer responsible for payment of these funds.
- (2) The maximum amount approved by California Department of Social Service ("CDSS") for each month throughout the term of this agreement; and
- (3) In no event shall the maximum compensation payable by County to Consultant exceed the total amount received by CDSS.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to County's Health and Human Services Agency ("HHS") Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, quarterly by January 15th, April 15th, July 15th and October 15th for expenditures made or in kind matches were utilized during invoiced period. Invoice shall be on a billhead or invoice regularly used in the conduct of the Consultant along with supporting documentation and/or receipts, and Attachment C.
- B. County shall pass \$20,665.59 of start-up funds to Consultant with receipt of approved invoice within 15 days of the fully executed agreement date. This shall be in accordance with Start Up Budget, Attachment D, ("Budget"), the funds necessary to start the Anderson and Shasta Lake City Academy locations
- C. Consultant shall submit monthly claims to the County for the remaining \$29,334.41 of the startup funds.
- D. Consultant shall submit monthly claims to County for 50% reimbursement from the state for Consultant's costs. The County will include the Consultant's claims for 50% of their allowable and approved costs to the state on the County Expense Claim. Should the state disallow any requested cost reimbursements the County shall not be responsible to pay the difference to the Consultant. Should the state approve the claim the funds will be passed to Consultant from County.
- E. Should CDSS, disallow any amount claimed by Consultant, County shall not be responsible or liable.

Section 6. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by all Parties and shall end June 30, 2020.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F. 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.
- G. 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 the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format

amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees,

agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(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 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 comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. 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.
- D. 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.
- E. 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.

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

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

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

Section 17. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses,

permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

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

If to County: Branch Director
 HHS Regional Services Branch
 Attn: Contracts Unit
 1506 Market Street
 Redding, CA 96001-1023
 Phone: 530-229-8319
 Fax: 530-225-5245

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

- 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. CONFIDENTIALTY OF CLIENT INFORMATION.

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

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.

[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: _____

_____, 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 12/21/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 12/27/18
James Johnson
Risk Management Analyst

CONSULTANT

Date: 11/2/19

Linda Ram
Linda Ram, MA
Executive Director

Tax I.D.#: ON FILE

**Shasta County Child Abuse Prevention Coordinating Council
CalFresh Employment and Training**

ATTACHMENT A

Shasta County SparkPoint Academy

Universal Voluntary Authorization to Release Information

Name of Consenting Client: _____ **SS #:** ____-____-_____

This release is a **voluntary consent** to allow Shasta County Child Abuse Prevention Coordinating Council (SCCAPCC) staff to exchange limited information to and from participating partners, employers, contractors of SCCAPCC, vocational training providers, public and private education institutions and other entities with which SCCAPCC interacts on behalf of the Shasta County SparkPoint Academy client.

The purpose of exchanging information will solely be used to support and document the client's activities, outcomes and post exit information.

The methods used to share information can be verbal, written, and/or computer data transfer.

**This release does not authorize the exchange of
any health (mental or physical) information.**

Informed Consent to Release Information

I understand that the information obtained will be shared and used for assessing, planning and facilitating the delivery of services for my benefit. I further understand that this voluntary consent provides for ongoing discussions and the sharing of information necessary to provide continued services.

I hereby release and hold harmless SCCAPCC and its employees, all of the participating partners, employers, public and private education institutions, and contractors of SCCAPCC vocational training providers and other entities with which SCCAPCC interacts on my behalf from any and all liability and claims of any kind related to this release. I further acknowledge receiving a copy of this authorization to release information. This information can include, but is not limited to, academic status and performance, employment status, skill assessment information, services provided by other private or government agencies.

The methods used to share information can be verbal, written, and/or computer data transfer.

I further understand that my Case Manager is a Mandated Reporter and will be mandated by law to break confidentiality if I disclose any of the following:

1. Suspected child abuse/neglect
2. Suspected elder or dependent adult abuse/neglect
3. Threat of harm to self or others

This Release of Information will expire 3 years after I exit from the Shasta County SparkPoint Academy, unless revoked sooner by me in writing to the Executive Director SCCAPCC 2280 Benton Drive Building C, Suite B Redding, CA 96003.

Signed: _____ Dated: _____ Signed: _____ Dated: _____

In the event the client is under the age of 18 years, the client's parent or legal guardian must sign this release. Verification of the parent or guardian status must be obtained prior to signing.

Signed: _____ Dated: _____
Participant's/Parent/Guardian/Conservator (Mark N/A if not applicable)

This form was translated to _____ by _____ Date: _____
Language Translator

All signatures must be obtained in the presence of Provider of Services staff

A properly completed and signed photocopy of this release is as valid as the original

**INVOICE AND CERTIFICATION
QUARTER <XX>**

Remittance Name	SCAPCC
Remittance Address	2280 Benton Drive, Building C, Suite A Redding, CA 96003

Check if remittance name/address changed since last invoice

Contract #:	
Contractor:	SCAPCC
County:	Shasta
Quarter/Fed. Fiscal Year (FFY):	
Date of Invoice:	
Invoice # (if any):	

	Requested Reimbursement
SCAPCC Administrative Costs	\$ -
Participant Reimbursement Costs	\$ -
Requested Reimbursement	\$ -

		Total Costs Current Qtr	Total Costs YTD	Approved Budget	Balance
Line Items					
1	Personal Salaries	\$ -	\$ -	\$ -	\$ -
2	Fringe Benefits	\$ -	\$ -	\$ -	\$ -
3	Operating Expenses	\$ -	\$ -	\$ -	\$ -
4	Facilities	\$ -	\$ -	\$ -	\$ -
5	Equipment	\$ -	\$ -	\$ -	\$ -
6	Travel and Per Diem	\$ -	\$ -	\$ -	\$ -
7	Consultants	\$ -	\$ -	\$ -	\$ -
8	Other	\$ -	\$ -	\$ -	\$ -
9	Indirect	\$ -	\$ -	\$ -	\$ -
13	Subtotal Administrative Costs (lines 1-9)	\$ -	\$ -	\$ -	\$ -
14	Participant Reimbursement	\$ -	\$ -	\$ -	\$ -
	Dependent Care	\$ -	\$ -	\$ -	\$ -
	Transportation/Ancillary	\$ -	\$ -	\$ -	\$ -
15	Total Expenses	\$ -	\$ -	\$ -	\$ -

Sources of Non-Federal Funding Used this Quarter:

1.	
2.	
3.	
4.	

I certify that the above costs were directed toward allowable activities of the CFET Program. The Non-Federal Share is from non-federal sources (unless specifically allowed under federal law), is not used as match for other federal funds, has not been designated for purposes that are disallowed in CalFresh E&T, and has not been counted as Maintenance of Effort (MOE) for other federal programs. The Federal Share is not being used to supplant existing non-federal funding. I certify that the records for the above costs are available for Foundation, state or federal audit, should that become necessary. I certify that this invoice is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Signature of Accounting Representative	_____	Date	_____
Name:	_____	Title:	_____
Phone:	_____	Email:	_____

Signature of Program Director	_____	Date	_____
Name:	_____	Title:	_____
Phone:	_____	Email:	_____

Attachment E

VENDOR NAME
Expenditure Report

Shasta County Health & Human Services
P.O. Box 496005
Redding, CA 96049-0005

VENDOR NAME
VENDOR ADDRESS
VENDOR CITY, STATE & ZIP CODE

Check for final Invoice / Report Date of Report

Term of Contract: Contract Term Here
Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
---------------------	---------------------	-----------------	----------------------	---------	-----------------------

Personnel/Position(FTE)

Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -

Total Salary and Benefits

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
------	------	------	------	------	------

Operating Expenses

Office Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities/Communication	\$ -	\$ -	\$ -	\$ -	\$ -
Training and Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Communications	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -
Client Support	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -

Total Operating Expenses	-	-	-	-	-
--------------------------	---	---	---	---	---

Other Expenses

Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -

Total Other Expenses	-	-	-	-	-
----------------------	---	---	---	---	---

Total Expenses	-	-	-	-	-
----------------	---	---	---	---	---

Administrative Cost

(Not to Exceed 10% of Salaries)

-	-	-	-	-	-
---	---	---	---	---	---

Invoice Total

-	-	-	-	-	-
---	---	---	---	---	---

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

Authorized Fiscal Signature

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Consent - Public Works-9.

SUBJECT:

Jail Recreation Yard & Shower Improvement Project – Notice of Completion

DEPARTMENT: Public Works
Sheriff

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Jail Recreation Yard & Shower Improvement Project,” Contract No. 610485, and record it within 15 days of actual completion of the work.

SUMMARY

The Shasta County Jail Recreation Yard & Shower Improvement Project is nearly complete.

DISCUSSION

On July 24, 2018, Walker Construction Co. was awarded a contract for the Shasta County Jail Recreation Yard & Shower Improvement Project. The project modified inmate recreation yards and housing units. Jail capacity has increased to 483 beds. Construction is expected to be complete by February 10, 2019. Related CCTV improvements are still in progress.

ALTERNATIVES

The Board may decline to file a Notice of Completion. The lien period would extend for 90 days instead of 30 days. Final payment to the contractor would be delayed by 60 days.

OTHER AGENCY INVOLVEMENT

The Sheriff’s Office has been involved throughout the project. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost of this project, including design, construction, inspection and contingencies, is estimated to be \$1,600,000. There is no additional General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Regular - General Government-4.

SUBJECT:

N/A

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5550

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; (2) approve and authorize the Chairman to sign a letter in support of amending SB 2 *"Building Homes and Jobs Act"* (Adkins); and (3) receive Supervisors’ reports on countywide issues.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description

Upload Date

Description

Letter in Support of amending SB2

1/9/2019

Letter in Support of
amending SB2

BOARD OF SUPERVISORS

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

JOE CHIMENTI, DISTRICT 1
LEONARD MOTY, DISTRICT 2
MARY RICKERT, DISTRICT 3
STEVE MORGAN, DISTRICT 4
LES BAUGH, DISTRICT 5

January 15, 2019

Senator Jeff Stone
California State Senate
State Capitol Building, Room 4082
Sacramento, CA 95814

Re: Support of Amendment to Senate Bill 2 – *Building Homes and Jobs Act* (Adkins)

Dear Senator Stone:

The Shasta County Board of Supervisors would like to express our support of an amendment to Senate Bill (SB) 2 – *Building Homes and Jobs Act*, exempting the recording of Affidavit of Annual Assessment Work – Proof of Labor, Mining Claims forms from SB 2 fees. Federal regulations require mining claim holders to annually file the above stated forms and are therefore subject to regular recording fees. SB 2 increases fees paid annually by claim holders, placing a higher financial burden on small scale miners.

Shasta County supports the effort to reduce the additional fees that have been placed upon our local claim holders. Thank you for your consideration.

Sincerely,

Leonard Moty, Chairman
Board of Supervisors
County of Shasta

c: Assemblyman Brian Dahle

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 15, 2019

CATEGORY: Regular - Resource Management-5.

SUBJECT:

Resolution of intent to consider amendments to the Shasta County Zoning Plan to regulate wireless internet facilities.

DEPARTMENT: Resource Management

Supervisory District No. : All

DEPARTMENT CONTACT: Paul A. Hellman, Director of Resource Management (530) 225-5789

STAFF REPORT APPROVED BY: Paul A. Hellman, Director of Resource Management

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

RECOMMENDATION

Adopt a resolution of intent to consider amendments to the Shasta County Zoning Plan proposed by staff and recommended by the Planning Commission to regulate wireless internet facilities in the unincorporated area of the County.

SUMMARY

N/A

DISCUSSION

Section 17.88.282 of the Shasta County Zoning Plan regulates wireless telecommunication facilities in the unincorporated area of the County. Current regulations are identical for all wireless telecommunication facilities, with the most common facility type being cell phone antenna facilities. The Board expressed interest in staff proposing, and the Planning Commission recommending, unique regulations for wireless internet facilities. Pursuant to Section 17.92.080 of the Shasta County Zoning Plan, amendments to the Zoning Plan can be initiated by adoption of a resolution of intent by the Planning Commission or Board of Supervisors. Adoption of the resolution does not commit the Board to approve any proposed amendments or otherwise commit the Board to any particular course of action.

Cell phone antenna facilities and wireless internet transmission facilities are commercial facilities, as opposed to amateur radio antennas and television/internet reception antennas. In rural areas, wireless internet transmission facilities serve a limited number of customers; therefore, wireless internet service providers are more sensitive to permitting and construction costs than cell phone service providers. Any general or specific policy direction the Board can provide to staff and the Planning Commission regarding design standards, height limits, setbacks, and public review requirements would aid in the formulation of regulations that the Board will ultimately concur with. Staff will provide the Board with some basic information regarding wireless internet transmission and reception facilities on January 15th for the purpose of soliciting applicable policy direction.

After adoption of the resolution, the Shasta County Department of Resource Management will study the matter, propose amendments to the Shasta County Zoning Plan, and submit any proposed amendments to the Shasta County Planning Commission, in accordance with section 17.92.080 of the Shasta County Code, for the Planning Commission's consideration. The Planning Commission would then make a recommendation to the Board concerning any such proposed amendments.

ALTERNATIVES

The Board may choose not to adopt the resolution or to make modifications to the resolution language.

OTHER AGENCY INVOLVEMENT

County Counsel 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
Resolution Of Intent	1/9/2019	Resolution Of Intent

RESOLUTION NO. 2019-____

RESOLUTION OF INTENT OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA TO CONSIDER AMENDMENTS TO THE SHASTA COUNTY ZONING PLAN REGULATING WIRELESS INTERNET FACILITIES

WHEREAS, the County of Shasta (County) has adopted a Zoning Plan identified as Title 17 (Zoning) of the Shasta County Code (SCC).

WHEREAS, the regulations of Section 17.88.282 of the Shasta County Zoning Plan are applied equally to all types of wireless telecommunication facilities in the unincorporated area of County; and

WHEREAS, the availability of reliable and affordable internet service is vital to the public necessity, convenience, and general welfare of the residents of Shasta County; and

WHEREAS, the availability of reliable and affordable internet service is severely limited in many rural areas of Shasta County due to limited infrastructure to support such service; and

WHEREAS, wireless internet service providers have the technical ability to provide reliable internet service in many rural areas of Shasta County with the construction of a limited amount of new infrastructure; and

WHEREAS, in rural areas wireless internet service providers serve a limited number of customers and, therefore, are more sensitive to permitting and construction costs than cell phone service providers; and

WHEREAS, amendments to the Shasta County Zoning Plan to regulate wireless internet facilities in the unincorporated area of the County in a manner which facilitates the provision of reliable and affordable internet service should be considered, in furtherance of the public necessity, convenience, and general welfare; and

NOW THEREFORE, BE IT RESOLVED, that the Shasta County Board of Supervisors, pursuant to section 17.92.080(B) of the Shasta County Code, hereby intends to consider amendments to the Shasta County Zoning Plan to regulate wireless internet facilities in the unincorporated area of the County, in furtherance of the public necessity, convenience, and general welfare.

BE IT FURTHER RESOLVED, that such proposed regulations include, but are not limited to, (1) design standards, (2) height limits, (3) setbacks, and (4) public review requirements.

BE IT FURTHER RESOLVED, that the Shasta County Department of Resource Management is directed to study the matter, propose amendments to the Shasta County Zoning Plan, and submit any proposed amendments to the Shasta County Planning Commission, in accordance with section 17.92.080 of the Shasta County Code, for the Planning Commission's consideration and recommended action.

DULY PASSED AND ADOPTED this ____ day of January 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LEONARD MOTY, CHAIRMAN
Board of Supervisors, County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy